



## BYLAWS OF THE CONSORTIUM

April 2017; Revised Dec 2017, Revised June 2018; Revised Feb 2019; Revised Sept 2019; Revised June 2022, Revised and adopted Feb 8, 2024.

### 1. NAME AND MISSION

- 1.1. Organization Name. The name of this organization shall be Missouri Evergreen Consortium.
- 1.2. Principal Office. The principal office of Missouri Evergreen Consortium shall be herlocated at 1190 Meramec Station Road, Suite 207, Ballwin, MO 63021-6902. The Executive Board is hereby granted full power and authority to change said principal office from one location to another. (Feb 2024)
- 1.3. Other Offices. Other offices may at any time be established by the Executive Board at any place or places.
- 1.4. Nonprofit Status. Missouri Evergreen Consortium shall be a nonprofit corporation and it is not empowered to engage directly or indirectly in any activity, including distribution of its assets upon dissolution, that would invalidate its status as an organization exempt from Federal income taxation under Section 501 (a) of the Internal Revenue Code of 1954 as amended (hereinafter referred to as the "Code"), nor engage in any activity not permitted under Section 501 (c) of the Code. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.
- 1.5. Purpose. The purpose of Missouri Evergreen Consortium is to encourage resource sharing among and between Missouri Public Libraries; to combine the strength of member libraries and increase the library services afforded to member libraries and Missouri citizens; to provide, strengthen, and enhance library resources available to Missouri citizens; to preserve and improve the general welfare of public libraries; to create and sustain educational opportunities for Missouri citizens through the use of public library programs and resources; and to undertake all other activities authorized by law and not inconsistent with the Articles of Incorporation of Missouri Evergreen Consortium. Missouri Evergreen Consortium is organized exclusively for charitable, educational, and civic purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code.

### 2. CONSORTIUM MEMBERSHIP

- 2.1. Members. There shall be two classes of membership in Missouri Evergreen Consortium. Once a library joins the consortium with one of the two classes below, it cannot change its membership type without resigning and reapplying to the Consortium. (Feb 2024)
  - 2.1.1. Full Membership. A library is defined as the library and its branches. Each member library is a voting member with one (1) vote. The director of the member library or designee shall cast votes.
  - 2.1.2. Affiliate Membership. A library with revenue of less than \$25,000 annually. Affiliate Membership shall be affiliated with a neighboring Full Membership consortium member (Parent Full Member). A Parent Full

Member shall be in close physical proximity to the Affiliate Member, must have a dedicated cataloguer on staff, and be willing to help the Affiliate Member with grant application/administration, software implementation, and ongoing training. Affiliate Members shall draft an MOU between themselves and the Parent Full Member outlining the cooperative relationship's time, nature, and scope. (Feb 2024)

- 2.2.** Qualifications. Prospective members are limited to any public library, organized under RSMo182, situated in Missouri that provides library services and offers a collection for loan beyond its service district according to the policies and procedures established by Missouri Evergreen Consortium. In addition, prospective member institutions must be funded per Missouri State Library requirements for State Aid. The Executive Board shall have the option of offering an existing member library provisional status for up to two (2) years upon terms and conditions as set forth by the Executive Board. (Feb 2024)
- 2.3.** Application for Membership. Prospective members may apply to join Missouri Evergreen by submitting a Missouri Evergreen Resource Sharing Agreement (Memorandum of Understanding) to the Consortium. (Feb 2024)
  - 2.3.1.** Any library applying to join Missouri Evergreen Consortium must ensure that its barcodes conform with standards and that its cataloging records are accurate and complete before it will be considered for Missouri Evergreen membership. A system-wide inventory and weeding must be completed within 18 months before submitting an application. Brief records may be accepted for specific genres (such as paperbacks and videos) or for temporary records on which to circulate items until a complete record can be added, subject to recommendation by the Cataloging Committee and approved by the Missouri Evergreen Executive Board.
  - 2.3.2.** Libraries with cataloging that does not adhere to standards may be refused membership until adequate conditions for bibliographic records are achieved at the library's expense.
  - 2.3.3.** The order in which applicants are added to the ILS will be based on the following criteria:
    - Date that signed MOU was submitted.
    - Expiration date of the library's ILS contract.
    - Other circumstances affecting the library.
- 2.4.** Missouri Evergreen Consortium Memorandum of Understanding (MOU). The MOU focuses on the roles, responsibilities, duties, and obligations of the member libraries and the roles, responsibilities, duties, and obligations of the consortium. All member libraries must adopt this agreement as part of the membership process. (Feb 2024)
  - 2.4.1.** The MOU may be updated periodically based on current operation conditions. When updated, the draft MOU will be perfected by the Executive Board and sent to the General Membership for adoption. After adoption by the General Membership, the revised MOU will be sent to all member libraries for adoption and counter signatures. This process may be carried out using electronic signatures and electronic distribution. (Feb 2024)
  - 2.4.2.** If unsigned, the previous MOU remains in effect. If three-quarters (3/4) of the member libraries adopt the revised MOU, all member libraries are bound by the revised MOU based on the overwhelming majority having adopted the MOU and the library's execution of the previous version of the MOU. (Feb 2024)
- 2.5.** Term. Membership into the consortium shall begin effective upon receipt of Missouri Evergreen Resource Sharing Agreement MOU and signed by both

parties. Membership dues and fees will be based on Missouri Evergreen's fiscal year of September 1st to August 31st. Membership may be prorated to reflect the fiscal year for the first year of membership for dues and fees based on the "Go Live" date when the member library is transitioned to the Missouri Evergreen ILS system. Membership dues and fees will reflect MEC's fiscal year after the initial year of membership. The bylaw change is retroactive to September 1, 2019. Membership is automatically renewed on an annual basis unless notification of termination is given as described in item "Termination" (2.7) below. (Feb 2024)

- 2.6. Member Representatives. The Library Director from a member library shall serve as the Member Representative. The Library Director may delegate this duty to a subordinate employee, provided the MEC Executive Board is notified in writing. The Member Representative receives all official communication and is the only authorized person to vote on behalf of the institution. (Feb 2024)
- 2.7. Termination. Any member library entity can terminate membership in Missouri Evergreen Consortium by providing written notice to the Chair of the Executive Board as stated in the Missouri Evergreen Resource Sharing Agreement. The Executive Board may, by a two-thirds (2/3) majority of all Executive Board representatives, terminate membership whenever, in its judgment, the best interests of Missouri Evergreen Consortium would be served.
- 2.8. Catalog Database. A member library entity leaving Missouri Evergreen Consortium or being terminated has the right to receive, at cost, in a useful format, and in a timely manner, a complete and current copy of its catalog database with attached bibliographic and transaction records extracted from Missouri Evergreen database in a useful format.
- 2.9. Committees. All member libraries will make available personnel to serve on any committees the Executive Board deems necessary to support Member libraries. A member of the Executive Board of the consortium will serve on each Committee and will address issues related to that committee's task using input from the other committee members.
- 2.10. Training. The staff of new member libraries must complete required training prior to migration and engage in ongoing relevant training. (Feb 2024)
- 2.11. Association Fees. Member libraries must pay all related fees, including ongoing maintenance fees and fees for any add-on service, within thirty days of receiving an invoice. The Board Treasurer determines the proportionate share and ensures the new member is invoiced after migration.
- 2.12. Special Projects. Special projects that impact only one library or a group of libraries but not the whole membership must be brought before the Executive Board. In rare exceptions, the Executive Board may reject the project with sufficient explanation. The library requesting the special project must contract with the selected vendor directly for all services. (Feb 2024)

### **3. MEMBERSHIP MEETINGS**

- 3.1. Annual Membership Meeting. Missouri Evergreen Consortium membership meets at least once per year in June, with the time and location to be determined by the Executive Board.
- 3.2. General Membership Meetings. The Executive Board may call other membership meetings. Members will be notified at least thirty (30) days in advance of the annual meeting.
- 3.3. Minutes. Minutes of meetings are kept and made available to the membership by the Consortium secretary.
- 3.4. Calling Meetings. The Chair of the Executive Board convenes Membership meetings by member representatives upon receiving a written request signed by two-thirds (2/3) of the membership. (Feb 2024)
- 3.5. Quorum. A simple majority of the membership shall constitute a quorum for

- membership meetings.
- 3.6. Voting. Only the member representative from a Missouri Evergreen Consortium library may vote at membership meetings on a proposed membership issue. The official representative of member libraries may designate another employee of that library to vote in absentia. Notification of a change in voting representative is made to the Chairperson of the Executive Board prior to the meeting. Each member library is allowed only one vote regardless of how the vote is cast. Votes may be conducted by electronic means.
  - 3.7. Every act or decision adopted by a majority of the members present during a duly held meeting of the General Membership at which quorum is present shall constitute duly authorized action of the Consortium, unless the Articles of Incorporation, these Bylaws, or the Nonprofit Corporation Laws specifically require a greater number. (Feb 2024)

#### **4. EXECUTIVE BOARD**

- 4.1. Members. The Executive Board shall consist of nine (9) voting members representing member libraries and two (2) ex-officio non-voting members currently serving Chairs of the Circulation and Cataloging standing committees. If an Executive Director for the Consortium is employed, the Executive Director shall be an ex-officio non-voting member. The Executive Committee comprises the five (5) Officers and the Executive Director. All voting members of the Executive Board shall be from libraries in good standing with Missouri Evergreen Consortium. Should any Executive Board member's institution fail to pay annual fees, following a written reminder, the Board Member from that institution shall be removed from the Executive Board, and the President shall appoint a successor for the office. (Feb 2024)
  - 4.1.1. Ex-officio non-voting members do not count toward quorum requirements (Feb 2024)
- 4.2. Nominations. The Past President shall serve as Chair and member of the Nominating Committee to solicit and propose a slate of candidates for election to Executive Board positions.
- 4.3. Election. A majority vote of the members voting elects Executive Board members. Missouri Evergreen Consortium may use electronic balloting, with balloting overseen by the Recording Secretary. Members will be allowed two calendar weeks to respond. Ballots will provide for write-in candidates. Ballots shall be counted if received on or before the designated end of balloting.
  - 4.3.1. Eligibility. Any employee of a member library is eligible to serve on the Executive Board. No more than one individual from a member library may serve as a voting member on the Executive Board at the same time.
  - 4.3.2. Term. Executive Board members will serve a term of three years, to commence on July 1 of each calendar year. The terms of the nine voting members shall be staggered such that three of the seats expire each calendar year. The Executive Director and the ex-officio committee chairs do not have term expirations.
- 4.4. Officers. The officers of Missouri Evergreen Consortium shall be a President, a Vice-President, who shall be President-Elect, an immediate Past President, Treasurer, Immediate Past Treasurer, and Recording Secretary. These officers shall perform the duties prescribed by these Bylaws and other such duties as may be approved by the Executive Board. Election to the office of Vice-President requires successive terms as President and Immediate Past President. The offices of Treasurer and Recording Secretary do not presume but do not prevent ascension to the office of Vice-President. (Feb 2024)
  - 4.4.1. President duties. The President shall preside at all general membership meetings of Missouri Evergreen Consortium and all meetings of the

- Executive Committee and the Executive Board, shall attend leadership meetings with the Executive Director, shall authorize new members, and shall approve all official actions undertaken on behalf of Missouri Evergreen Consortium by the Executive Director. (Feb 2024)
- 4.4.2.** Vice-President duties. The Vice-President shall assume the duties of the President should the President be unable to perform them and shall oversee both standing and ad hoc committees of Missouri Evergreen. If needed, will attend leadership meetings with the President and Executive Director. (Feb 2024)
  - 4.4.3.** Past President duties. The President from the previous year shall serve on the Board as the Immediate Past President and voting Board member. The Immediate Past President shall serve a one-year term. The Immediate Past President shall be a member of the Executive Committee. The Immediate Past President shall serve as Chair and member of the Nominating Committee. The immediate Past President shall attend leadership meetings with the President and Executive Director as needed and advise the Executive Board on matters of policy and administration as necessary.
  - 4.4.4.** Treasurer duties. The Treasurer manages consortium finances, administers fiscal matters, provides an annual budget for the membership's approval, develops financial policies and procedures for Board approval, and creates financial reports as needed. The Treasurer is responsible for investing funds not needed for current operating expenses as outlined in 7.4 below. (Feb 2024)
  - 4.4.5.** Secretary duties. The Secretary is responsible for maintaining the minutes of the Executive Committee, Executive Board, and Missouri Evergreen membership meetings. The Secretary is the official record keeper for Missouri Evergreen Consortium.
  - 4.4.6.** Immediate Past Treasurer is a short-term officer in place to help ensure continuity and to help with the Treasurer's first budget. This position is an ex-officio, non-voting officer. The officer only remains in the office from July 1 to December 31 of the first-year term of the newly elected Treasurer. (Feb 2024)
  - 4.5.** Succession. The Vice-President, Treasurer, Recording Secretary, and four Members-at-Large shall be elected by vote of the Board. At the end of one's term or the inability of the President to serve, the Vice-President shall assume the office of President. The outgoing president shall become the Immediate Past President.
    - 4.5.1.** Officers' terms. The term of office for the Treasurer and Recording Secretary is two years. The term of office for Vice President, President, and Past President is one year. The terms for officers appointed by a majority vote of the Executive Board to fill a vacancy shall begin immediately upon their election and run until the end of the unexpired term.
    - 4.5.2.** Executive Board members terms. Executive Board Member terms are outlined in Section 4.3.2 of these bylaws. The process for a replacement member to fill the vacated seat of an Executive Board Member is outlined in Section 4.10 of these bylaws. (Feb 2024)
  - 4.6.** Residency. All elected officers of the Executive Board and appointed committee chairs shall be members of Missouri Evergreen Consortium and reside in Missouri or be employed in a Missouri library.
  - 4.7.** Resignations. An Elected Officer or Executive Board Member who finds it necessary to resign may do so by a letter to the President or, in the event of the President's resignation, to the Vice-President. A vacancy occurring on the Board

- of Missouri Evergreen Consortium (except for the immediate Past President or Immediate Past Treasurer, which shall not be filled), shall be filled by reconvening the Nominating Committee to nominate candidates whose names shall be submitted to the Executive Board for election by vote.
- 4.8.** Hired staff. Missouri Evergreen Consortium may contract, hire or appoint staff to carry out the functions of Missouri Evergreen Consortium as needed. Specific positions, responsibilities, and duties shall be determined by the Executive Board and specified in writing.
- 4.8.1.** Resignation of staff. A paid staff person or contractor who finds it necessary to resign may do so by a letter to the President. A staff vacancy occurring in Missouri Evergreen Consortium shall be filled by the Executive Board.
- 4.9.** Administrative authority. The Executive Board shall act for the membership in the administration of the affairs of Missouri Evergreen Consortium between meetings of the membership and shall perform such duties as are specified in these Bylaws.
- 4.9.1.** Executive Board Meetings. Unless there are extraordinary circumstances, the Board shall meet face-to-face, or online, at least four times each fiscal year. A quorum shall consist of a simple majority of the Board members.
- 4.9.2.** Delegation. Officers can delegate administrative authority to Missouri Evergreen Consortium staff as permitted by contract, Missouri Department of Labor regulations, Federal Wage and Hour regulations, and other relevant laws and regulations. In such cases, said officers are still responsible for oversight and ensuring all delegated actions are carried out in the best interest of the Consortium. (Feb 2024)
- 4.10.** Vacancies. Vacancies on the Executive Board shall be as follows:
- 4.10.1.** A vacancy in the Executive Board shall be deemed to exist in case of the death, resignation, disqualification, or removal of any Executive Board member, or if the authorized number of Executive Board members is increased, or if Executive Board members declare vacant the position of an Executive Board member whose term has expired. (Feb 2024)
- 4.10.2.** Membership vacancies on the Executive Board shall be filled by vote of the majority of the Executive Board of Missouri Evergreen Consortium. The term of an Executive Board member so elected shall be the unexpired portion of the term of the Executive Board member if any, the Executive Board member so elected is replacing.
- 4.11.** Quorum. A simple majority of voting members of the Executive Board meetings constitutes a quorum for the transaction of business at meetings. In the absence of a quorum at any meeting of the Executive Board, the majority of the Executive Board members present may adjourn the meeting as provided in Section 3 of these Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of enough Executive Board members to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.
- 4.12.** Every act or decision done or made by a majority of the Executive Board members present during a duly held meeting at which quorum is present, shall constitute the act of the Executive Board to be recommended to the General Membership for adoption, unless the Articles of Incorporation, these Bylaws or the Nonprofit Corporation Laws specifically require a greater number.
- 4.13.** Meetings. The Board will hold at least two meetings annually, with other meetings scheduled as needed. The general membership will be notified in advance of all Board meetings. Only elected Board members may vote at Board meetings. The Executive Committee will meet as needed. All Board and Executive Committee meetings are open to staff from member libraries or by invitation. (Feb 2024)

- 4.14.** Place of Meetings. Meetings of the Executive Board shall be held at any place within or without the State of Missouri, which may be designated in the notice of the meeting. If not stated in the notice or if there is no notice provided, designated by resolution of the Executive Board. In the absence of a designation, meetings of the Executive Board shall be held via a video conferencing platform accessible to the Membership. (Feb 2024)
- 4.15.** Calling Executive Board Meetings. Regular or special meetings of the Executive Board (other than regular meetings held pursuant to Section 4.13 of these Bylaws) shall be held whenever called by the President of the Executive Board or by any two (2) Executive Board members.
- 4.16.** Telephonic or Electronic Meetings. If an elected Executive Board member cannot attend an Executive Board meeting, the member may make advance plans with the President and the hosting site to participate electronically, by conference call, or other technology that allows full member participation (Feb 2024)
- 4.17.** Notice. Notice of any annual or special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, sent by email, or mailed to each Executive Board member. If mailed, such notices shall be deemed delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Executive Board member may waive notice of any meeting. The attendance of an Executive Board member at any meeting shall constitute waiver of notice of such meeting, except where an Executive Board member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Board need be specified in the notice or waiver of notice of such meeting.
- 4.18.** Waiver of Notice. Notice of a meeting need not be given to any Executive Board member who signs a waiver of notice, a written consent to holding the meeting, an approval of the minutes of the meeting, whether before or after the meeting or who attends the meeting without protesting, prior thereto or at commencement, the lack of notice to such Executive Board member. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Board, or a committee of the Executive Board, need be specified in any such waiver, consent or approval.
- 4.19.** Attendance. If a member of the Executive Board misses more than two (2) consecutive meetings, the member may be replaced for the duration of that term by appointment of the Executive Board.
- 4.20.** Action Without Meeting. In rare exceptions or when time does not permit otherwise, any action required or permitted to be taken by the Executive Board at a meeting may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all the Executive Board members. The consent shall have the same force and effect as a unanimous vote at a meeting duly held and may be stated as such in any certificate or document. The Secretary shall file the consents with the minutes of the Executive Board meetings or the committee. (Feb 2024)
- 4.21.** Adjournment. Any meeting of the Executive Board, whether or not a quorum is present, may be adjourned until another time and place by the vote of a majority of the Executive Board members present. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time and place shall be given.
- 4.22.** Powers. The Executive Board will:
- Formulate policies pertaining to Missouri Evergreen Consortium and recommend them to the General Membership for adoption.

- Act upon recommendations pertaining to Missouri Evergreen Consortium.
  - Make recommendations regarding information technology pertaining to Missouri Evergreen Consortium and other related issues; and
  - Conduct research to determine best practices.
- 4.23.** Voting. Only Executive Board members may cast votes at an Executive Board meeting. Proxy representation and proxy voting are not allowed. If an elected member cannot attend an Executive Board meeting, the member has the option of participating via technology, as outlined in Section 4.24, or will forfeit the right to cast votes at that meeting.
- 4.24.** Electronic Balloting.
- 4.24.1.** Voice voting by electronic means is always permitted. However, if a recorded ballot is desired, at the direction of the Chair of the Executive Board, items may be brought to the Executive Board for electronic ballot. (Feb 2024)
- 4.24.2.** Notice of issues for electronic ballot must be electronically mailed to each member of the Executive Board two (2) weeks prior to the designated “close of ballot” date.
- 4.24.3.** Ballots returned shall be counted if they are dated on or before the designated close of ballot date.
- 4.24.4.** Membership shall be notified in advance in cases of electronic balloting.
- 4.25.** Inspection Rights. Every Executive Board member shall have the absolute right at any reasonable time to inspect, copy and make extracts of, in person, by agent or attorney, all books, records and documents of every kind and to inspect the physical properties of the Corporation.
- 4.26.** Fees and Compensation. Executive Board members shall not receive any compensation or salary for their services as members of the Executive Board. Executive Board members may be reimbursed, with the approval of a majority of the disinterested Executive Board members, for their actual expenses incurred while acting on behalf of Missouri Evergreen Consortium or in attending meetings of Missouri Evergreen Consortium.

## **5. COMMITTEES AND SUBCOMMITTEES**

- 5.1.** Committees. Appropriate committees, including but not limited to Circulation, Cataloging, Reports, Onboarding/Training, or others, to address requests, grievances, and suggestions for enhancements from the member libraries. Committee members shall be appointed by Missouri Evergreen Consortium Executive Board.
- 5.2.** Appropriate subcommittees and/or task forces under each committee may also be formed at the recommendation of the membership and approved by the Committee or Executive Board. These subcommittees shall be composed of members of the larger committee.
- 5.3.** Standing Circulation Committee Chair. The Chairperson of the Standing Circulation Committee shall be appointed by the Chairperson of the Executive Board. The Chairperson of the Standing Circulation Committee shall serve a two (2) year term commencing July 1 and ending June 30. The initial Chairperson shall be chosen from one of the four (4) members of the Executive elected and/or appointed during the expansion of the Executive Board as established and detailed by the adoption of this First Amendment to the Bylaws of Missouri Evergreen, which person shall serve the remainder of the unexpired term. (rev. 12/2017)
- 5.4.** Standing Cataloging Committee Chair. The Chairperson of the Standing Cataloging Committee shall be appointed by the Chairperson of the Executive Board. The Chairperson of the Standing Cataloging Committee shall serve a two (2) year term commencing July 1 and ending June 30. The initial Chairperson



shall be chosen from one of the four (4) members of the Executive elected and/or appointed during the expansion of the Executive Board as established and detailed by the adoption of this First Amendment to the Bylaws of Missouri Evergreen Consortium, which person shall serve the remainder of the unexpired term. (rev. 12/2017).

## **6. BOOKS AND RECORDS**

- 6.1.** Books and Records. Missouri Evergreen Consortium shall keep adequate and correct books, records of accounts, and minutes of proceedings of the Membership Meeting, Executive Board, any committee, or any subcommittee.
- 6.2.** Form of Records. Minutes shall be kept in written form and may be stored digitally as permitted. Other books and records shall be kept either in written form or in any other form capable of being converted into written form. (Feb 2024)
- 6.3.** Reports to Executive Board Members and Others. The Executive Board shall cause such reports to be prepared and distributed as may be required by the Nonprofit Corporation Law.

## **7. GRANTS, CONTRACTS, LOANS AND DEPOSITS**

- 7.1.** Grants. The Executive Board may approve grant requests and authorize any officer to execute documents necessary to apply for, and receive, grants or donations.
- 7.2.** Contracts. The Executive Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of Missouri Evergreen Consortium, and such authority may be general or confined to specific instances.
- 7.3.** Loans. No loans shall be contracted for or on behalf of Missouri Evergreen Consortium, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Executive Board and authorized by the General Membership. Such authority may be general or confined in specific instances.
- 7.4.** Deposits. All funds of Missouri Evergreen Consortium, not otherwise employed, shall be deposited from time to time to the credit of Missouri Evergreen Consortium in such banks, trust companies, or other depositories as the Executive Board may select. Any investment of funds shall conform to Missouri Evergreen Consortium's investment policy as found in the organization's financial policies. (Feb 2024)
- 7.5.** Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of Missouri Evergreen Consortium shall be signed by such officer or officers, agent or agents, of Missouri Evergreen Consortium and in such manner as shall from time to time be determined by resolution of the Executive Board.

## **8. INDEMNIFICATION OF MEMBERS AND OFFICERS**

- 8.1.** Terms. As used in this Article 8, the following terms shall be defined as follows:
  - 8.1.1.** "Agent" means any person who is or was a Director, Officer, or Executive Board member of Missouri Evergreen Consortium or is or was serving at the request of Missouri Evergreen Consortium as an Executive Board member, director, or officer of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise.
  - 8.1.2.** "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative.
  - 8.1.3.** "Expenses" include, without limitation, any liability, attorney's fees, judgments, fines, amounts paid in settlement, costs and other expenses.
- 8.2.** Indemnification. Persons or libraries who are or were Executive Board members/officers or Members of Missouri Evergreen Consortium, including the

heirs, executors, administrators, estate of each person, assigns or successors, shall be indemnified by Missouri Evergreen Consortium to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against expenses incurred as a result of any claim arising in connection with such person's or member's conduct in said capacity, or in connection with said status, as an Executive Board member or officer of Missouri Evergreen Consortium or incurred establishing a right to indemnification. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which may be entitled under any other bylaws or agreement, vote of disinterested Executive Board members, or otherwise, and shall not limit in any way any right that Missouri Evergreen Consortium may have to make different or further indemnification with respect to the same or different person or member or classes of persons or members.

- 8.3.** Advancing Expenses. Missouri Evergreen Consortium may advance to each agent the expenses incurred in defending any proceeding referred to in Section 8 of these Bylaws prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in Section 8 of these Bylaws.
- 8.4.** Insurance. Missouri Evergreen Consortium shall have the power to purchase and maintain insurance on behalf of any agent of Missouri Evergreen Consortium to protect against any liability assessed against or incurred by the agent in such capacity arising out of the agent's status as such whether or not Missouri Evergreen Consortium would have the power to indemnify the agent against such liability signature under the provisions of this Section.

**9. SEAL AND FISCAL YEAR**

- 9.1.** Corporate Seal. Missouri Evergreen Consortium shall not have an official corporate seal.
- 9.2.** Fiscal Year. The fiscal year of Missouri Evergreen Consortium shall begin on the 1st day of September and end on the 31st day of August each year.

**10. AMENDMENTS**

- 10.1.** Amendments. The Bylaws of Missouri Evergreen Consortium may be amended at any time by a two-thirds (2/3) majority vote of the Member libraries.
- 10.2.** Notice. Thirty (30) days prior written notice shall be given to all Member libraries before consideration of, or a vote on, any proposed amendments.
- 10.3.** Procedure. Proposed amendments may originate from Missouri Evergreen Consortium membership with signatures from one-third (1/3) of the Member libraries or from the Executive Board.

**11. RULES OF ORDER**

- 11.1.** Robert's Rules of Order. All Missouri Evergreen Consortium meetings, including the Executive Board meetings, shall be governed by the latest edition of Robert's Rules of Order.

**12. DISSOLUTION**

- 12.1.** Dissolution. In the event of the dissolution of Missouri Evergreen Consortium, all assets shall be distributed for one or more exempt purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose, or to those libraries who are members of the corporation, in proportion to said member's individual contribution, if such Member library is a non-profit entity operated exclusively for

tax exempt purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of Missouri Evergreen Consortium is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

**13. AUTHORIZED SIGNATURE OF MEMBERS AND OFFICERS**

**13.1.** Signatures. Signatures of the Executive Board members or officers required for conducting the internal business of Missouri Evergreen Consortium may be provided by electronic mail or other electronic means. Such signatures, certified by an officer of Missouri Evergreen Consortium or an authorized inspector of election, will have the same force and effect as if manually executed by that Executive Board member, officer or director.

**14. CONSTRUCTION**

**14.1.** Construction. As used in these Bylaws, words importing any gender shall be deemed to include corporation and other entities, and, except as the context otherwise requires words importing the singular shall be deemed to include the plural, and vice versa.