

Bylaws
of
Livingston County Consortium on Aging, Inc.

Preamble: Mission

The Livingston County Consortium on Aging is established for collaboration, advocacy and communication between agencies and persons concerned with the provision of services to all older adults.

Article 1: Offices

1.1. *Registered Office and Resident Agent.* The registered office of the Livingston County Consortium on Aging, Inc. (the “Consortium”) shall initially be located at 10154 Meadow Lane, Pinckney, Michigan 48169. The initial resident agent at such address is Mark Swanson. The Registered Office of the Consortium or its Resident Agent may be changed by the organization’s Members from time to time upon filing of such notices as may be required by law.

Article 2: Members of the Consortium

2.1. *Qualifications and Responsibilities of Members.* The Consortium shall have as individual Members only those persons who are in attendance at two consecutive meetings. Once membership is conferred (at the third meeting), absence from two consecutive meetings shall result in loss of voting privileges until membership has been reestablished in accordance with the aforementioned criteria. The only exception to this rule shall be made in the circumstance that an agency has appointed more than one person as its agency representative. In this case, voting privileges shall be maintained if any of the agency’s representatives is present at two consecutive meetings. Attendance shall be

taken at each meeting; however compliance with these rules is the responsibility of each member or potential member.

- 2.2. *Voting.* For the purposes of the general administrative or executive functions of the Consortium, all members, regardless of agency or community affiliation shall be allowed to vote provided they satisfy the conditions stated in Article 2.1. Such functions include, for example, approval of minutes, accepting of treasurer's reports, approval of amendments/revisions to Consortium Bylaws, etc. When voting on issues which reflect the position of the Consortium to the community at large, only one member from each agency, or one member who is a duly appointed representative of the community at large (e.g., Brighton City's appointed representative) will be allowed to vote.
- 2.3. *Quorum.* A simple majority of members with active voting status shall constitute a quorum for the transaction of business.
- 2.4. *Membership Dues and Fees.* The Officers shall have the authority to set and change the amount of an initiation fee, if any, and annual dues payable to the Consortium by Members. Dues shall be payable in advance within thirty (30) days after the first day of each fiscal year. Dues for a new Member's first year shall be prorated from the first day of the month in which the Member is admitted to membership through the end of the fiscal year.
- 2.5. *Regular Meetings.* Regular meetings of the Members will usually be held on a monthly basis. Cancellation of a regular meeting can occur with a majority vote of the Officers.
- 2.6. *Special Meetings.* Special meetings may be called at any time by the Chairperson, or following a written or electronic request by any two Officers. Such meetings shall be held at the registered office of the Consortium or at such other place or places as the Members may from time to time designate.
- 2.7. *The Annual Meeting.* The organization's Annual Meeting shall be held with notice at the registered office of the Consortium, immediately prior to the first regular meeting of the calendar year, or at such other time and place as the Members shall designate by written or electronic notice.
- 2.8. *Notice.* Notice of all meetings shall be given, at minimum, two days in advance of the meeting date.

Article 3: Officers

- 3.1. *Powers.* All authority and responsibility related to managing the affairs, property, and interests of the Consortium and exercising the powers of the Consortium shall be vested in the Officers, as directed by votes of the Members. In addition to the powers and authorities expressly conferred upon it by the Articles of Incorporation and these corporate Bylaws, the Officers may exercise all such powers of the Consortium and perform all such lawful acts and duties as are not prohibited by statute or otherwise prohibited by the Articles of Incorporation or these corporate Bylaws.
- 3.2. *Reserved Powers of the Officers.* A majority of the officers shall have the authority to perform certain acts without a vote of the members:
- (A) amending the Articles of Incorporation, provided that such amendment is:
 - (1) solely for the purpose of clarification and does not change the substance hereof; or
 - (2) merely an implementation of the terms of these Bylaws; or
 - (3) in the opinion of counsel for the Membership, necessary or appropriate to satisfy current requirements of the Internal Revenue Code of 1986, as amended, with respect to non-profit organizations, or any Federal or State securities laws or regulations; or
 - (B) creating or modifying the Corporate Seal; or
 - (C) issuing payment to vendors for acts already authorized by a vote of the Members; or
 - (D) setting and changing Consortium dues and fees; or
 - (E) delegating the powers or duties of absent Officers as described in Article 3.11; or
 - (F) set policies and procedures, consistent with the terms of these Bylaws, as needed for the implementation of the Consortium's mission.
- 3.3. *Qualifications and Non-discrimination.* The Members qualified to vote, as described in Article 2, shall nominate all Officers of the Consortium. The Consortium and all of its projects and programs make up a community of people with a respect for diversity. The Consortium emphasizes the dignity and equality common to all persons and in all of its activities does not engage in or condone discrimination against individuals on the basis of

race, color, gender, religion, disability, age, veteran status, sexual orientation, ancestry, national origin or ethnic origin.

- 3.4. *Designations.* The Officers of the Consortium shall be a Chairperson, Vice-Chairperson, Secretary, Treasurer and Officer at Large. Any two or more offices may be held by the same person, except the office of Chairperson.
- 3.5. *Election of Officers.* Election of Officers shall take place annually. The Members then in good standing shall elect all Officers for terms of one year. Nominations shall only be made by and accepted by Members in good standing.
- 3.6. *Chairperson.* The Chairperson shall preside over all meetings of the Members, shall have administrative, managerial and supervisory control over all of the operations of the Consortium and shall have the power and authority to make any and all of the ordinary and usual decisions concerning the operations of the Consortium.
- 3.7. *Vice-Chairperson.* The Vice Chair will preside over meetings of the Consortium in the absence of the Chairperson. The Vice Chair will support the Chairperson as needed on committees, projects, and any other administrative responsibilities needed for the operation of the Consortium. In the event that the Chairperson can no longer continue in office, the Vice-Chairperson shall assume the office of the Chairperson and shall hold this office for the unexpired term of the Chairperson or until a successor is elected and qualified at a special election.
- 3.8. *Secretary.* During the absence or disability of the Chairperson, the Secretary shall exercise all the functions of the Chairperson. The Secretary shall perform all duties as assigned by the Chairperson, including:
 - (A) issuing notices for all meetings, except for notices of special meetings of the Officers which are called by the requisite number of Officers;
 - (B) keeping minutes of all meetings, including a record of attendance;
 - (C) maintaining custody of the corporate seal, books, and records;
 - (D) maintaining a register of the name and mailing address of each Member and Officer of the Consortium;
 - (E) making such reports and performing such other duties as are required by the office of Secretary; and

- (F) performing all other duties required by the office of Secretary, or as assigned by a vote of the Members.

3.9. *Treasurer.* The Treasurer shall be responsible for:

- (A) taking charge of and maintaining custody of all monies and securities of the Consortium;
- (B) receiving and giving receipts for monies due and payable to the Consortium from any source;
- (C) depositing all monies in the name of the Consortium in banks, trust companies, or other depositories as authorized by a resolution of the Members;
- (D) writing checks and disbursing funds to discharge obligations of the Consortium;
- (E) maintaining the financial books and records of the Consortium;
- (F) preparing financial reports every three month period and at intervals specified by the Chairperson;
- (G) ensuring that all necessary local, state, and federal tax forms are filed, as required by law;
- (H) performing all other duties required by the office of Treasurer, or as assigned by a vote of the Members; and,
- (I) reporting on the account activities and current funds balances at all regular meetings.

3.10. *Officer at Large.* The purpose of the office of the Officer at Large is to provide continuity and experience to the leadership group. The Officer at Large should be a person who has served as a Consortium Officer in one or more Offices or served as consortium event committee chair, has breadth of experience with the Consortium and demonstrates leadership qualities. The Officer at Large shall be responsible for:

- (A) providing advice and consultation to the Officers; and
- (B) substituting for other officers in the case of absence; and
- (C) support the other officers as needed.

3.11. *Delegation.* If any Officer of the Consortium is absent or unable to act and no other person is authorized to act in such Officer's place by the provision of these Bylaws, the Officers may temporarily delegate the powers or duties of the absent Officer to any other

Officer. In no case shall such a delegation of powers be permitted if it causes a conflict with any other provision of these Bylaws.

- 3.12. *Vacancies.* If a position becomes vacant before annual elections occur, the membership may hold a special election to fill that position by a majority vote. An Officer elected to fill any vacancy shall hold office for the unexpired term of his or her predecessor and until a successor is elected and qualified. This partial term is in addition to the three consecutive terms.
- 3.13. *Other Officers.* The Members may appoint such other Officers or agents as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the Members.
- 3.14. *Loans.* No loans shall be made by the Consortium to any Officer.
- 3.15. *Term and Removal.* The Officers of the Consortium shall hold office for one year or until they are no longer Members. Officers shall serve no more than three consecutive terms in the same office. Terms begin in January each year unless the Members vote to change a term start date. Any Officer or agent elected or appointed by the Members may be removed at any time, with or without cause, by the affirmative vote of a majority of a quorum of the Members, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
- 3.16. *Officer's Meetings.* There shall be regular meetings of the Officers, held, with proper notice.
- 3.17. *Remuneration.* No salary shall be paid to any Officer for their service as an Officer.
- 3.18. *Loans.* The Consortium shall make no loans to any Officer.

Article 4: Fiscal Year

- 4.1. *Fiscal Year.* The Consortium's fiscal year shall be from January 1st through December 31st.

Article 5: Internal Controls

- 5.1. *Deposit of Monies.* All funds of the Consortium shall be deposited in the name of the Consortium in such banks or trust companies as the Members shall designate, and shall be drawn from such accounts only by check or other order for payment of money signed by such persons, and in such manner, as may be determined by resolution of the Members.
- 5.2. *Review of Accounts.* The Membership shall set up an Audit Committee (of 2 people) who will periodically review the accounts, bank statements, disbursements to ensure fiscal responsibility and verify accounting. The Membership shall annually review the balance of funds in the Consortium accounts to determine the amount of funds available to offer for scholarships, keeping reasonable reserves.
- 5.3. *Signature Authority.* All bank accounts shall have two signers, with only one signer required for disbursements. Any expenses in excess of \$100 needs prior approval from the Membership by a majority vote. The Members shall select the signers from amongst the Officers at the annual meeting.

Article 6: Notices

- 6.1. *Notice.* Except as may otherwise be required by law, any notice described in Article 2, Article 3 or Article 13 may be delivered personally, or by mail, or by electronic mail. If mailed, the notice will be deemed delivered when deposited in the United States mail and addressed to the addressee at his or her last known address in the records of the Consortium with sufficient postage paid. If mailed electronically, the notice will be deemed delivered when sent to the last known electronic addresses in the records of the Consortium.

Article 7: Seal

- 7.1. *Corporate Seal.* The corporate seal of the Consortium, if any, shall be in such form and bear such inscription as may be adopted by a resolution of the Officers.

Article 8: Indemnification of Officers and Agents

- 8.1. *Indemnification of Officers and Agents.* The Consortium shall indemnify its Officers and agents to the greatest extent permitted by law and by the Articles of Incorporation. The Consortium shall have power to purchase and maintain insurance on the behalf of any person who is or was an Officer or Member of the Consortium or who is or was serving at the request of the Consortium as an Officer or Member of another corporation, partnership, joint venture, or other enterprise, against any liability asserted against such person and incurred by such person in any capacity or arising out of any status as such.

Article 9: Transactions of the Consortium

- 9.1. *Contracts.* The Members may authorize any Officer or agent of the Consortium to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Consortium. This authority may be limited to a specific contract or instrument or it may be extended to any number or type of possible contracts and instruments.
- 9.2. *Gifts.* The Officers may accept on behalf of the Consortium any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the Consortium.
- 9.3. *Grants and Charitable Contributions.* The Officers may, with the consent of the Members, make grants and give charitable contributions that are consistent with the mission and purposes of the Consortium and that are not prohibited by the Bylaws, Articles of Incorporation, state law, or the requirements for maintaining the Consortium's federal and state tax status.

Article 10: Conflicts of Interest

- 10.1. *Purpose.* The purpose of this Article is to protect the Consortium's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Member of the Consortium or might result in an excessive benefit to the receiving party. This policy is intended to supplement but not replace any

applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable corporations.

10.2. *Definitions.* For the purposes of this Article, the following terms and definitions shall apply:

- (A) *Interested Person* means any Officer, or member of a committee with powers delegated by the Members (“Delegated Powers”), or Member, who has a direct or indirect financial interest, as defined below.
- (B) *Disinterested Member* means any Member who does not have a direct or indirect financial interest, as defined below.
- (C) *Financial Interest* means the interest or involvement that a person has, directly or indirectly, through business, investment, or family as a result of having:
 - (1) an ownership or investment interest in any entity with which the Consortium has a transaction or arrangement;
 - (2) a compensation arrangement with the Consortium or with any entity or individual with which the Consortium has a transaction or arrangement; or
 - (3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Consortium is negotiating a transaction or arrangement.
- (D) *Compensation* means direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Section 10.3 (B) of this Article, a person who has a financial interest may have a conflict of interest only if the Members decide that a conflict of interest exists.

10.3. *Procedures.*

- (A) *Duty to Disclose.* In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of all relevant financial interests and be given the opportunity to disclose all material facts to the Disinterested Members, whose duty it is to consider the proposed transaction or arrangement.
- (B) *Determining whether a Conflict of Interest exists.* After disclosure of the financial interest and all material facts, and after any discussion with the Interested Person, he or she shall leave the meeting of the Members while the

determination of a conflict of interest is discussed and voted upon. The remaining Members shall decide if a conflict of interest exists.

(C) *Addressing the Conflict of Interest:*

- (1) An Interested Person may make a presentation at the meeting of the Members, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- (2) The Chairperson, if appropriate, may appoint one or more Disinterested Members to investigate alternatives to the proposed transaction or arrangement.
- (3) After exercising due diligence, the Officers shall determine whether the Consortium can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- (4) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Members shall determine by a majority vote of the Disinterested Members whether the transaction or arrangement is in the Consortium's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Members shall make its decision as to whether to enter into the transaction or arrangement.

(D) *Violations of the Conflict of Interest Policy as defined in Article 10.*

- (1) If the Officers have reasonable cause to believe a Member has failed to disclose actual or possible conflicts of interest, it shall inform the Member of the basis for such belief and afford the Member an opportunity to explain the alleged failure to disclose.
- (2) If, after hearing the Member's response and after making further investigation as warranted by the circumstances, the Officers determine the Member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

10.4. *Records of Proceedings.* The minutes of all proceedings regarding Conflicts of Interest shall contain:

- (A) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the Members as to whether a conflict of interest in fact existed.
- (B) The names of the persons who were present for the discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

10.5. *Compensation.*

- (A) A Member who receives compensation, directly or indirectly, from the Consortium for services is precluded from voting on matters pertaining to that Member's compensation.
- (B) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Consortium for services is precluded from voting on matters pertaining to that Member's compensation.
- (C) No Officer or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Consortium, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

10.6. *Annual Statements.* Each Officer, and member of a committee with Delegated Powers shall annually sign a statement which affirms such person:

- (A) has received a copy of the conflict of interest policy set forth in Article 10 of these Bylaws,
- (B) has read and understands the policy,
- (C) has agreed to comply with the policy, and

(D) understands the Consortium is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

10.7. *Periodic Reviews.* To ensure the Consortium operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(A) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

(B) Whether partnerships, joint ventures, and arrangements with management corporations, if any, conform to the Consortium's Bylaws and written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in financial distress, impermissible private benefit, or in an excessive benefit to a receiving party.

Article 11: Books and Records

11.1. *Record Keeping.* The Consortium shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the Members and the proceedings of the Officers; and shall keep at its registered office or principal place of business, or at the office of its Secretary, a record of its Officers, giving the names, residential and business addresses, and electronic mail addresses of all Members and Officers. The Consortium's books and records shall include:

(A) an official copy of all documents filed with the State of Michigan related to the Consortium, including the Articles of Incorporation and any articles of amendment related to the incorporation, registered office, or registered agent of the Consortium;

(B) a copy of the Bylaws of the Consortium, and any amended versions of, or amendments to, the Bylaws;

(C) minutes of the proceedings of the Members and the proceedings of its Officers and committees having any Delegated Powers;

- (D) a financial statement showing the assets, liabilities, and net worth of the Consortium at the end of the seven most recent fiscal years;
- (E) a financial statement showing the income and expenses of the Consortium for the seven most recent fiscal years;
- (F) all rulings, letters, and other documents relating to the Consortium's federal, state, and local tax status;
- (G) the Consortium's federal, state, and local information or income tax returns for each of the Consortium's seven most recent tax years.

Article 12: Amendments

12.1. *Amendments.* A majority vote of the Members, then in good standing is required to make, alter, amend and repeal the Bylaws of this corporation; provided that:

- (A) motion to alter, amend, or repeal the Bylaws of the Consortium is properly made and seconded at any regular or special meeting, and tabled for action to be taken at a subsequent regular or special meeting;
- (B) no amendment shall authorize the conduct of the affairs of the Consortium in any manner or for any purpose contrary to the provisions of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code;
- (C) the language of the motion to alter, amend, or repeal the Bylaws of the Consortium is stated in the minutes of the meeting at which the motion was made and seconded, and such minutes are distributed to all Members in advance of the subsequent regular or special meeting; and
- (D) the vote upon the motion to alter, amend, or repeal the Bylaws of the Consortium is taken at the subsequent meeting, at which a quorum is present and a majority of the Members, then in good standing, votes to accept or reject the motion.

Article 13: Application and Distribution of Assets upon Dissolution

- 13.1. *Distribution of Assets upon Dissolution.* Upon dissolution, the assets of the Consortium shall be applied and distributed as follows:
- (A) All liabilities and obligations of the Consortium shall be paid and discharged, or adequate provision shall be made therefor.
 - (B) Assets held by the Consortium upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements.
 - (C) Assets received and held by the Consortium subject to limitations permitting their use only for charitable, religious, eleemosynary, benevolent, educational, or similar purposes, but not held upon a condition requiring return, transfer, or conveyance by reason of the dissolution, shall be transferred or conveyed, in accordance with any pertinent provisions in the Articles of Incorporation or Bylaws of the Consortium to an organization, chosen by the membership, organized as a nonprofit corporation having a 501(c)(3) designation from the IRS, or to a community service organization in Livingston County, Michigan which engages in activities substantially similar to or consistent with those of the dissolving Corporation, and which is organized as a nonprofit organization with a 501(c)(3) designation from the IRS.
- 13.2. *Advance Notice.* Notwithstanding any provision in these Articles or the Bylaws of the Consortium, all Members of the Consortium must be provided with at least sixty days advance notice of any resolution adopted by Members calling for dissolution or liquidation of the Consortium.
- 13.3. *Reconsideration.* Any Member of the Consortium may seek reconsideration of the dissolution by the Members by filing a written objection not less than fifteen days prior to the date set for the dissolution. The Members shall meet to consider all timely objections.

Adopted by motion made and seconded at a special meeting held on _____,
and approved at a special meeting on _____, by the undersigned
Incorporators.

Chairperson for the Consortium: _____

Sign: _____ Date: _____

Vice-Chairperson for the Consortium: _____

Sign: _____ Date: _____

Secretary for the Consortium: _____

Sign: _____ Date: _____

Treasurer for the Consortium: _____

Sign: _____ Date: _____

Officer at Large for the Consortium: _____

Sign: _____ Date: _____

Adopted on: _____

Adopted on: _____

Adopted on: _____