

**Cumberland County Library System**  
**Bylaws**  
*(As amended December 19, 2016)*

**ARTICLE I - NAME**

The name of this organization shall be the Cumberland County Library System. (CCLS)

**ARTICLE II - MISSION**

The Cumberland County Library System's mission is to plan, develop, coordinate and provide comprehensive public library services for residents through a cooperative network of public libraries.

**ARTICLE III - GOVERNING BODY**

- A. The governing body of this system shall be the Cumberland County Library System Board (CCLSB). It shall be composed of a representative and an alternate, nominated by each of the seven member library boards and appointed by the Cumberland County Commissioners. Each member library shall have one vote only.
- B. The alternate shall have all the privileges of the representative when attending CCLSB meetings in place of the representative.
- C. Appointments shall be for a term of three (3) years, staggered so that not more than three expire in one year.
- D. Vacancies shall be filled by the procedure as set forth in Section A.
- E. The CCLSB shall operate in accordance with the Bylaws, the Pennsylvania Library Code, the letter of agreement with the member libraries and such other policies and procedures as pertain to the CCLS. If a member library fails to have representation at two successive meetings, the Executive Committee shall request that a new representative be nominated and appointed.

**ARTICLE IV - OFFICERS**

- A. Elected officers of the CCLSB shall be President, Vice-President and Treasurer.
- B. The Executive Director shall be the Recording Secretary in perpetuity.

- C. Elected officers shall be eligible for and limited to five successive one-year terms.
- D. Elections shall be held annually at the January meeting.
- E. Officers shall serve until their successors have been designated.
- F. Vacancies in elected offices shall be filled by the Nominating Committee, which shall present nominees at the next regular meeting of the board. Election shall be for the unexpired term.

**ARTICLE V - DUTIES OF OFFICERS**

- A. The President shall preside at all meetings of the CCLSB, and shall be responsible for reporting to the Cumberland County Commissioners.
- B. The Vice-President shall preside at meetings in the absence of the President.
- C. The Treasurer shall chair the Finance Committee. All disbursements shall be made by check and the check shall carry the signature of the Executive Director, Treasurer, or other designated board members. The check register shall be reviewed monthly by the Executive Committee. The Treasurer or a member of the Executive Committee shall review bank statements and cancelled checks monthly. In addition, monthly bank reconciliations prepared by system staff shall be reviewed and initialed by the Treasurer or a member of the Executive Committee monthly. The signatures of the Treasurer or Executive Director (as recording secretary), and another officer, shall be required to enter into contracts of more than \$10,000 on behalf of the library system.

**ARTICLE VI - EXECUTIVE DIRECTOR**

- A. The Executive Director, a qualified librarian selected by the CCLSB and employed by Cumberland County, shall serve as Recording Secretary and Assistant Treasurer to the CCLSB in addition to carrying out the assigned responsibilities of the Executive Director of the CCLSB.
- B. The Executive Director shall receive and disburse all funds in accordance with such directives as the CCLSB may formulate.
- C. As Recording Secretary, the Executive Director shall be responsible for the minutes of all regular and special meetings, shall compile and keep reports, which may be formulated by the CCLSB and shall receive reports submitted by committees. The Recording Secretary shall send notices of all meetings, copies of minutes and reports to each member of the board, the Cumberland County Liaison Commissioner or the Cumberland County Chief Operations

Officer or Chief Clerk, the Capital Area Library District Consultant, and member library directors.

## **ARTICLE VII – MEETINGS**

- A. The CCLSB shall meet on the third Monday of each month.
- B. The place of meeting shall be selected by the President.
- C. Special meetings may be called by the President, and must be called at the request of three (3) board members.
- D. Notice of meetings, regular or special, shall be published in the media within the area served by the system in accordance with the Pennsylvania's Open Meeting law. It shall be the duty of the Executive Director to send such notices.
- E. It shall further be the duty of the Executive Director and the President to effect such rescheduling as necessary due to acts of God, anticipated lack of a quorum, holidays, scheduling conflicts, etc. with due notice.
- F. Four (4) members of the board shall constitute a quorum. The affirmative votes of a majority of the Board Members present at a meeting, duly called and at which a quorum is present, shall be sufficient to take or authorize action upon any matter that properly comes before the meeting.
- G. **Telephone Participation.** To the extent permitted by the Sunshine Act, or any other applicable legislation, one or more Board members may participate in any meeting of the CCLSB by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.
- H. Voting by proxy shall not be permitted.
- I. **Conflict of Interest.** If any Board member may be personally affected by an issue of CCLS concern, he or she shall refrain from making any recommendations or voting thereon, but shall be counted in determining whether a quorum exists. It is the duty of each Board member to make known when and if any such conflict shall exist. The Board may, adopt, maintain, implement, amend from time to time, and enforce a policy concerning the conflict of interest of any Board member, officer, or employee of the Corporation, which policy may provide reasonable sanctions, including dismissal, for any violation of this policy.

**ARTICLE VIII – COMMITTEES**

A. This system shall have, but not be limited, to the following standing committees:

***1. Executive Committee***

This committee shall be composed of the President, Vice-President, and Treasurer. This committee regularly reviews system operations, programs, and finances, and annually evaluates the System’s Executive Director. It shall be empowered to transact emergency business anytime. All emergency actions of the Executive Committee shall be reviewed and ratified by the board at its next regularly scheduled meeting.

***2. Finance Committee***

This committee shall be chaired by the Library System Treasurer, and composed of the treasurer, or their designee, of each member library. This committee shall act as a clearinghouse for systemwide financial matters and shall be responsible for recommending the ways and means of obtaining and allocating funds in support of the CCLS on an annual basis.

***3. Nominating Committee***

This committee shall be appointed at the October meeting and shall present a slate of candidates for offices of the CCLS at the November meeting for election at the January meeting.

B. All committee chairs shall be appointed by the President. Committee members shall be designated by the committee chair with the concurrence of the President and a complete list of committee members shall be maintained at the Executive Director’s office. Non-members may serve on any committee except the Nominating Committee, provided that at least one member of each committee shall be a member of the Board.

C. The President shall be a member ex-officio of all committees with the exception of the Nominating Committee.

**ARTICLE IX - AMENDMENTS**

These Bylaws may be amended at any regular meetings of the Board by a majority vote, provided the amendment has been submitted in writing thirty days prior to the meeting.

**ARTICLE X - PARLIAMENTARY AUTHORITY**

The rules contained in *Sturgis Standard Code Parliamentary Procedure* shall govern the Board in all cases for which they are applicable and are not inconsistent with the Bylaws.

## **ARTICLE XI – LIABILITY OF BOARD MEMBERS**

- A. A Board Member shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:
1. The Board member has breached or failed to perform the duties of his or her office as required by applicable law or as prescribed in these Bylaws; and
  2. The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.
- B. The provisions of this Article XI shall not apply to:
3. The responsibility or liability of a Board member pursuant to any criminal statute; or
  4. The liability of a Board member for the payment of taxes pursuant to local, state or federal law, if applicable.

## **ARTICLE XII Fiduciary Relationship: Diligence.**

- A. A Board member of the CCLSB shall stand in a fiduciary relationship to the CCLS, and shall perform his duties as a Board member, including his duties as a member of any committee of the CCLSB upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the CCLS, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:
1. One or more officers or employees of the CCLS whom the Board member reasonably believes to be reliable and competent in the matters presented;
  2. Legal counsel, public accountants or other persons as to matters which the Board member reasonably believes to be within the professional or expert competence of such person; or
  3. A committee of the CCLSB upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Board member reasonably believes to merit confidence.

A Board member shall not be considered to be acting in good faith if he or she has actual knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

- B. Absent breach of fiduciary duty, lack of good faith or self-dealing, any act of the CCLSB, a committee thereof or an individual Board member shall be presumed to be in the best interests of the CCLS.
- C. **Notation of Dissent.** A Board member who is present at a meeting of the CCLSB, or of a committee of the Board, at which action on any CCLS matter is taken on which the Board member is generally competent to act, shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless the Board member files a written dissent to the action with the secretary of the meeting before the adjournment thereof or transmits the dissent in writing to the Secretary of the CCLS immediately after the adjournment of the meeting. The right to dissent shall not apply to a Board member who voted in favor of the action. Nothing in this Section or in these Bylaws shall bar a Board member from asserting that minutes of the meeting incorrectly omitted his dissent if, promptly upon receipt of a copy of such minutes, the Board member notifies the Secretary in writing, of the asserted omission or inaccuracy.

## **ARTICLE XIII INDEMNIFICATION**

### **Section 13.1. Scope of Indemnification.**

- (a) **General rule.** CCLS shall indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an indemnified capacity, including, without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:
  - i. where such indemnification is expressly prohibited by applicable law;
  - ii. where the conduct of the indemnified representative has been finally determined:
    - (1) to constitute willful misconduct or recklessness within the meaning of 15 Pa.C.S. § 518(b), § 1746(b) and 5747(b) or any superseding provision of law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct;
    - or

- (2) to be based upon or attributable to the receipt by the indemnified representative from the CCLS of a personal benefit to which the indemnified representative is not legally entitled; or
  - iii. to the extent such indemnification has been finally determined in a final adjudication pursuant to Section 13.6 to be otherwise unlawful.
- (b) **Partial Payment.** If an indemnified representative is entitled to indemnification in respect of a portion, but not all, of any liabilities to which such person may be subject, the CCLS shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.
- (c) **Presumption.** The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not of itself create a presumption that the indemnified representative is not entitled to indemnification.
- (d) **Definitions.** For purposes of this Article:
  - i. "Indemnified capacity" means any and all past, present and future service by an indemnified representative in one or more capacities as a Director, officer, employee or agent of the CCLS, or, at the request of the CCLS, as a Director, officer, employee, agent, fiduciary or trustee of another CCLS, partnership, joint venture, trust, employee benefit plan or other entity or enterprise;
  - ii. "Indemnified representative" means any and all Directors and officers of the CCLS and any other person designated as an indemnified representative by the Board of Directors of the CCLS (which may include any person serving at the request of the CCLS, as a Director, officer, employee, agent, fiduciary or trustee of another CCLS, partnership, joint venture, trust, employee benefit plan or other entity or enterprise);
  - iii. "Liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense, of any nature (including, without limitation, attorneys' fees and disbursements); and
  - iv. "Proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil,

criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the CCLS, a class of its security holders or otherwise.

**Section 13.2. Proceedings Initiated by Indemnified Representatives.**

Notwithstanding any other provision of this Article, the CCLS shall not indemnify under this Article an indemnified representative for any liability incurred in a proceeding initiated (which shall not be deemed to include counter-claims or affirmative defenses) or participated in as an intervener or amicus curiae by the person seeking indemnification unless such initiation of or participation in the proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the Directors in office. This Section 13.2 does not apply to a reimbursement of expenses incurred in successfully prosecuting or defending an action under Section 13.6 or otherwise successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this Article.

**Section 13.3. Advancing Expenses.** The CCLS may pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding described in Section 13.1, or the initiation or participation in an action which is authorized pursuant to Section 13.2, upon receipt of an undertaking by or on behalf of the indemnified representative to repay the amount if it is ultimately determined pursuant to Section 13.6 that such person is not entitled to be indemnified by the CCLS pursuant to this Article. The financial ability of an indemnified representative to repay an advance shall not be a prerequisite to the making of such advance.

**Section 13.4. Securing of Indemnification Obligations.** To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the CCLS may maintain insurance, obtain a letter of credit, act as self insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the CCLS, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate. Absent fraud, the determination of the Board of Directors with respect to such amounts, costs, terms and conditions shall be conclusive against all security holders, officers and Directors and shall not be subject to voidability.

**Section 13.5. Payment of Indemnification.** An indemnified representative shall be entitled to indemnification within thirty (30) days after a written request for indemnification has been delivered to the Secretary of the CCLS.



**Section 13.6. Disputes.**

- (a) General Rule. Any dispute related to the right to indemnification, contribution or advancement of expenses as provided under this Article shall be decided only by a non-jury trial in the Court of Common Pleas of Cumberland County, or by arbitration under its local rules of court should the amount in controversy be within such limits requiring arbitration.
- (b) Burden of Proof. The party or parties challenging the right of an indemnified representative to the benefits of this Article shall have the burden of proof.
- (c) Expenses. The CCLS shall reimburse an indemnified representative for the expenses (including attorneys, fees and disbursements) incurred by him or her in successfully prosecuting or defending such proceeding.

**Section 13.7. Contribution.** If the indemnification provided for in this Article or otherwise is unavailable for any reason in respect of any liability or portion thereof, the CCLS shall contribute to the liabilities to which the indemnified representative may be subject in such proportion as is appropriate to reflect the intent of this Article or otherwise.

**Section 13.8. Mandatory Indemnification of Directors, Officers, Etc.** To the extent that an authorized representative of the CCLS has been successful on the merits or otherwise in defense of any action or proceeding referred to in 15 Pa.C.S. §§ 5741 or 5742, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

**Section 13.9. Contract Rights; Amendment or Repeal.** All rights under this Article shall be deemed a contract between the CCLS and the indemnified representative pursuant to which the CCLS and each indemnified representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

**Section 13.10. Scope of Article.** The rights granted by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement, vote of disinterested Directors or otherwise, both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by or granted pursuant to this Article shall continue as to any person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

**Section 13.11. Reliance on Provisions.** Each person who shall act as an indemnified representative of the CCLS shall be deemed to be doing so in reliance upon the rights provided in this Article.

#### **ARTICLE XIV – DISSOLUTION OF THE ORGANIZATION**

Upon the dissolution of the library system, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the library system dispose of all of the assets of the library system exclusively for the purposes of the library system in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of Cumberland County for such purposes as said court shall determine which are organized and operated exclusively for such purposes.