

Bylaws of MontanaLibrary2Go

Article 1. Organization

The name of this organization shall be MontanaLibrary2Go.

Article 2. Charge

The MontanaLibrary2Go consortium is charged with ensuring that all member libraries are able to provide the latest digital resources to their patrons.

MontanaLibrary2Go negotiates subscriptions to digital content including but not limited to downloadable ebooks and audio books. Negotiations can be either direct with commercial providers or through a third party business agent. Negotiations are conducted under the auspices of the Montana State Library and follow State of Montana Procurement practices.

The MontanaLibrary2Go recommends subscription contracts to its member libraries and manages those subscriptions.

Article 3. Membership

A member library in MontanaLibrary2Go is a single library or a library system that pays the relevant membership fees, participates in providing MontanaLibrary2Go materials to its patrons and participates in MontanaLibrary2Go membership business.

Section 3.1 Joining MontanaLibrary2Go

3.1.a Any public library, public library consortium, or tribal library, in Montana is eligible to join. (School libraries are not eligible for membership.)

3.1 b Prospective members must contact the MontanaLibrary2Go administrator prior to joining the consortium. Libraries may not be added to the MontanaLibrary2Go consortium directly by OverDrive.

3.1.c New member libraries must pay all applicable fees, sign these by-laws and any necessary contracts with vendors and/or business agents at least 45 days prior to the start of the provision of services. Member libraries that do not pay annual membership dues within 5 months of receipt of invoice will be removed from the consortium and all user privileges will be revoked.

Section 3.2 Withdrawal from MontanaLibrary2Go

Any member library can fully withdraw from the Consortium provided notice is given to the Governing Board at least 120 days prior to the new fiscal year. Upon withdrawing, the member library loses all rights and privileges to access the content already subscribed to. Any fees paid to date are nonrefundable.

Section 3.3 Removal from MontanaLibrary2Go

Any member library that does not comply with the rules set forth in these bylaws and in the OverDrive Participation Form will receive notification from the Montana State Library and will be given 60 days to resolve any outstanding issues. Libraries that fail to comply following this notification will be removed from the consortium and all user privileges will be revoked.

Article 4. Governance

Section 4.1 Definition of Governing Board

The Governing Board shall consist of one voting representative from each member library, collectively known as the membership.

Section 4.2 Duties of Governing Board.

4.2.a The Governing Board shall approve by majority vote a yearly cost-share formula for MontanaLibrary2Go membership fees.

4.2.b The Governing Board shall approve by majority vote a yearly MontanaLibrary2Go budget.

4.2.c The Governing Board shall approve by majority vote any changes to the type of digital content provided by MontanaLibrary2Go.

4.2.d The Governing Board shall take other actions and make other decisions as necessary for the functioning of MontanaLibrary2Go.

Section 4.3 Compensation

No member library (or representative of a member library) of the Governing Board or any MontanaLibrary2Go committees shall receive any compensation or reimbursement for his or her services to MontanaLibrary2Go from MontanaLibrary2Go.

Article 5. Meetings and Procedures

Section 5.1 Frequency and Notification

5.1.a The Governing Board shall meet a minimum of once each fiscal year, July 1—June 30.

5.1.b Additional meetings can be scheduled by a majority vote of the Governing Board.

5.1.d Meetings may take place in person or via appropriate technology such as conference calls or web-based meetings.

5.1.e MontanaLibrary2Go meetings will follow Montana open meeting laws ([MCA 2-3-2](#)). Notification for governing board meetings will be distributed no less than 14 days before the meeting.

Section 5.2 Quorum and Manner of Acting

5.2.a A majority of the Governing Board members present at a properly noticed meeting will constitute the quorum for the conduct of any business. Attendance recorded by roll call.

5.2.b An act of more than fifty percent (50%) of the Governing Board members present at a meeting at which a quorum is present shall be the act of the Governing Board.

Section 5.3 Minutes

The Governing Board shall appoint persons as necessary for recording and distributing minutes of all meetings.

Section 5.4 Standing Committees

The Governing Board shall appoint a selection committee and a committee coordinator to select titles for purchase from approved vendors.

5.4.a The selection committee shall be made up of at least 5 but no more than 10 representatives from member libraries, with no more than one representative from a member library.

5.4.b The selection committee purchases all content for MontanaLibrary2Go.

5.4.c The selection committee shall follow the Collection Development policy and procedures as approved by the Governing Board.

5.4.d The selection committee shall make recommendations to the Governing Board regarding:

5.4.d.i Collection Development policy and procedure.

5.4.d.ii Changes to vendors and/or offered digital content.

5.4.d.iii Other matters as needed.

Section 5.5. Ad hoc committees

The Governing Board has the authority, by a majority vote, to establish and abolish ad hoc committees as deemed necessary and appropriate.

Section 5.6. Amending bylaws

5.6.a The Governing Board has the authority to review periodically the bylaws and to make any changes deemed appropriate.

5.6.b Proposed bylaws changes must be distributed to the Governing Board at least 30 days prior to a scheduled vote on those changes.

5.6.c Changes to the bylaws will be enacted by a majority vote of the Governing Board.

Article 6. Procurement Process and Responsibilities

Member libraries of the Consortium agree to not have secondary contracts (*except as provided below*) with vendors contracted through MontanaLibrary2Go. All contracts will be negotiated to promote the best interest of the consortium as a whole.

Member Libraries may establish individual accounts with vendors for the sole purpose of purchasing extra copies of high demand items for their patrons. No unique titles may be purchased for the sole use an individual member library.

The Montana State Library serves as the fiscal agent of MontanaLibrary2Go. The Montana State Library collects membership fees and fiscal donations. The Montana State Library pays necessary fees to contracted vendors using funds of MontanaLibrary2Go. The Montana State Library serves as signatory to vendor contract(s) and is responsible for meeting the terms and conditions of the contract(s)

Article 7. Cost Allocation

7.1 Membership fees are determined by a cost formula. The cost formula is voted on at the yearly meeting by the Governing Board. The cost formula

creates a scaled fee based on various factors which may include but are not limited to: library size, number of library card holders and past usage of downloadable content.

7.2 Fees may be prorated for members joining during the current fiscal year.

Article 8. Dissolution of the MontanaLibrary2Go Consortium

8.1 MontanaLibrary2Go may be dissolved upon a two-thirds vote of the Governing Board members present at a properly noticed meeting and can be effective only with the next fiscal year. Such a vote can only be taken prior to the 60-day cancellation date required by the vendor(s) in order to give all an opportunity to cancel the service at the same time. Should a vendor require more than 60-day notice for cancellation, this dissolution vote must be taken with enough prior notice to meet the vendor's cancellation deadline.

8.2 Upon dissolution, all assets of the Consortium shall be divided according to the formula used for cost allocation. Each member library of the Consortium shall be responsible for managing those assets in accordance with any provisions and requirements set by the vendor(s) and/or business agent.