

Idaho Mosquito and Vector Control Association
By-Laws

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BY-LAWS
OF
IDAHO MOSQUITO AND VECTOR CONTROL ASSOCIATION

Article 1.

Definitions

Section 1.01 Name. The organization shall be known as the: “Idaho Mosquito and Vector Control Association”.

Section 1.02 Board. The “Board” shall mean the Board of Directors of the Association, consisting of the President, President Elect, Secretary/Treasurer, two (2) Board Members, Mosquito Industry representative, Idaho State Agricultural Veterinarian representative, Idaho State Public Health Veterinarian representative and Idaho State Department of Agriculture representative. The President, President Elect, Secretary/Treasurer, and two (2) Board Members will have voting rights in a board meeting.

Article 2.

Purposes, Objectives and Governing Instruments

Section 2.01 Charitable, Educational, and Scientific Purposes and Powers. The purposes of the Corporation, as set forth in the Articles of Incorporation, are exclusively charitable, educational, or religious, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future Federal tax law (“Section 501(c)(3)”). In furtherance of such purposes, the Association shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth in the Articles of Incorporation and these By-Laws. The specific purposes of the Association are to:

- (a) Promote close cooperation among those providing or charged with mosquito, vector, and related control work.
- (b) Create and maintain a system for sharing information related to public health and vector control work for members of the association, other agencies, and the general public.
- (c) Petitioning the Health Department for funds, assistance, and communication regarding vector control.
- (d) Formulate and promote State Legislation of common interest to mosquito control agencies in Idaho.

(e) Educate other sectors of local and state government and members of the public.

Section 2.02 Governing Instruments. The Association shall be governed by its Articles of Incorporation and its By-Laws.

Section 2.03 Nondiscrimination Policy. The Association will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

Section 2.04 Limitations on Activities. No part of the activities of the Association shall consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office, nor shall the Association operate a social club or carry on business with the general public in a manner similar to an organization operated for profit. Notwithstanding any other provision of these By-Laws, the Association shall not carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax law.

Article 3.

Membership

Section 3.01 Types of Membership:

(a) Agency Membership: Membership that allows two representatives from a mosquito or pest abatement district to have member status and voting rights (one vote per representative) within the Association.

(b) Industry Membership: Membership that allows one representative from a vector control supplier to have member status and voting rights within the Association.

(c) Associate Member: Membership that allows one representative from an affiliated agency to mosquito or vector control to have member status and voting rights within the Association.

Section 3.02 Acquiring Membership: Any entity involved in mosquito or vector control may become a member by notifying the Association Secretary of their election to be a member and paying the membership fee for the current year.

Section 3.03 Maintaining Membership: Any entity involved with mosquito or vector control that has been a member in good standing and continues to pay their membership dues shall maintain membership with the Association.

Section 3.04 Discontinuing Membership: Upon notification to the Association Secretary/Treasurer, a member may discontinue their membership with Association. Failure to pay membership dues by January 31st of the current year will result in a discontinuation of membership, unless an extension is petitioned to the Secretary/Treasurer via email.

Section 3.05 Voting: Members may vote in general elections, and on the Association's proposed changes to its By-Laws.

Section 3.06 Member Invitations: Any pest or mosquito abatement district, county health departments, service districts, cities that have a sustaining membership will have the ability to bring people associated with their organization to all IMVCA functions and/or meetings at member rates.

Article 4.

Finance

Section 4.01 Revenue: The revenue of the Association shall be derived from membership dues, outside contributions, or donations.

Section 4.02 Dues: Dues for regular and associate members shall be established by the Board of Directors for a fiscal year beginning each January 1st through the ensuing December 31st. Invoices for sustaining membership to send out to members by November 15th. By January 31st, all unpaid dues from the previous year shall be declared delinquent and delinquent members shall not be in good standing.

Section 4.03 Financial Obligations: Except by specific direction of the regular members attending a general meeting, no debt or other financial obligation shall be incurred beyond the amount of funds (over and above liabilities) then in the hands of the Secretary-Treasurer.

Section 4.04 Banking & Financial Reports: The Association's revenues will be held in a bank of the board of directors' choosing. Monthly bank statements will be collected and held by the secretary/treasurer, who will also be responsible for posting a biannual financial statement, showing revenues, and expenditures, that the board of directors is responsible for approving in a board meeting. OR An external accounting firm will collect monthly bank statements and provide a biannual financial statement of revenues and expenditures for the board of directors approval in a board meeting. After the board's approval, the quarterly report will be posted to the website for the general membership to review.

Section 4.05 Audits: Annual internal audits will be conducted on the Association's revenues and expenses in January for the previous year, and a report given to the general membership by February 15th. Every fourth year, an external audit will be conducted by a third party and a report given to board members and the general membership. Reports to the general membership will be given by posting the audit on the website, and allowing the general membership to submit any questions or comments to the board of directors. Internal audits will be done by an appointed committee of 3-5 IMVCA members. Audit committee members will compile all financial records for the audit year, review expenses and revenues and provide a financial statement for the year.

Section 4.06 Revenues & Expenditures: The secretary/treasurer is responsible for depositing any Association revenues within 30 days of receiving funds. All expenditures of the Association must be approved by the board of directors. Individuals may be reimbursed for Association related expenditures, given they provide a receipt and the expense is approved by the board of directors. Expenditures and reimbursements will be paid by check. The Association will use a debit card with a limit of \$500 and pre-authorization from at least one other board member via email to make purchases.

Article 5.

Board of Directors

Section 5.01 Board Meetings: Regular meetings of the Board shall be held, at such place or virtually, on such date and at such time as may be fixed by the Board, for the purpose of Association planning, receiving annual audit reports, and for the transaction of such other business as may be brought before the meeting. Special meetings of the Board may also be called at any time by the President or by a majority of the Directors then in office.

Section 5.02 Notice of Meetings: Seven (7) days' notice must be given for any meeting where the board of directors intends to transact Association business. This notice and the proposed agenda will be given via email to the general membership of the Association.

Section 5.03 Quorum: The number of directors constituting the entire board shall be 5 (five) voting members with 3 (three) advisory members (non-voting). To reach a quorum, the number of voting board members shall not be less than three (3) voting members in attendance. However, should a quorum not be present, a majority of the Directors present may adjourn the meeting from time to time to another time and place, without notice other than announcement at such meeting, until a quorum shall be present.

Section 5.04 Board of Directors: The Board of Directors of the Association shall consist of: the President, President-Elect, Secretary/Treasurer, two (2) directors at large elected from the general membership, an industry representative and an Idaho State Public Health Veteran representative, an Idaho State Agriculture Veterinarian representative, and an Idaho State Department of Agriculture representative. The President of the Association shall serve as chairman; the President-Elect shall serve as Vice-Chairman. Voting members of the board include: the President-Elect, Directors at large, Secretary/Treasurer, with the President voting in the case of a tie. The members serving as Mosquito Industry representative, Idaho State Agricultural Veterinarian representative, Idaho State Public Health Veterinarian representative and Idaho State Department of Agriculture representative will be advisory roles and therefore non-voting.

Section 5.05 Election & Terms of Office: Nominations for officers will be accepted from November 1st through November 7th via email to the President and Secretary/Treasurer. Elections via electronic voting will take place from November 8th through November 15th. Officers elected will be announced by November 20th. All officers and directors shall be elected for two (2) years, or until their successors are elected and qualified with the exception of the President-Elect, who will serve two (2) years as President-Elect, and two (2) years as

President. Officers and directors shall begin their duties on December 1st, and finish their duties December 31st, two (2) years after their election.

Section 5.06 Removal: Any director may be removed for cause by vote of the board provided there is a quorum of not less than a majority present at the meeting at which such action is taken.

Section 5.07 Resignation: Any director may resign from office at any time by delivering a resignation in writing to the board of directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

Section 5.08 Vacancies: Any newly created directorships and any vacancy occurring on the board arising at any time and from any cause may be filled by the vote of a majority of the directors then in office at any directors' meeting. A director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.

Section 5.09 Committee: The board, by resolution adopted by a majority of the entire board, may designate from among the directors, standing committees, each consisting of one (1) or more directors, and other members of the Association, to serve at the direction of the board, and each of which, to the extent provided in such resolution, shall have the authority of the board. The board may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Section 5.10 Remote Participation: Any one or more members of the board or any committee thereof may participate in a meeting of the board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 5.11 Duties & Responsibilities: The Board of Directors shall have general supervision over all affairs of the organization subject to the will of the Association expressed at any duly called meeting. The Board of Directors shall have the power to employ, through contract agreement, an Executive Coordinator, either by individual or firm.

- (a) President: The President shall have the usual responsibilities and powers of supervision and management, such as pertain to his/her office and such other powers as are specified in the by-laws or properly assigned from time to time by the Board of Directors. The President is responsible for calling board and general meetings, appointing a committee of directors and general members of the Association to conduct an internal audit.
- (b) President elect: President-elect shall act in the absence of the President and shall assist the President whenever requested.
- (c) Secretary-Treasurer:
 - (i) Shall be responsible for keeping the minutes of the Association and Board of Directors when assembled in general meeting and of such other meetings as may be held.
 - (ii) Shall receive and record all dues and other monies paid to the Association; and shall make disbursements as directed by the Board of Directors; and shall prepare financial statement providing detailed information on expenditures, receipts and other pertinent financial matters for the Annual Conference each year.
 - (iii) Shall perform such other duties as may be prescribed by the Board of Directors.

- (iv) Shall prepare/present quarterly financial statements to the Board of Directors and the general membership.
- (d) General Board Member (Directors): Shall participate and vote in board meetings, and serve in committees when called upon.
- (e) Mosquito Industry Representative: Shall serve as an advisor (ex-officio member) to the Board of Directors, providing insight from their trade, and assist with committees when called upon.
- (f) State Public Health Veterinarian Representative: Shall serve as an advisor (ex-officio member) to the Board of Directors providing insight from the Department of Health, and assist with committees when called upon.
- (g) State Agriculture Veterinarian: Shall serve as an advisor (ex-officio member) to the Board of Directors providing insight, and assist with committees when called upon.
- (h) Idaho State Department of Agriculture: Shall serve as an advisor (ex-officio member) to the Board of Directors providing insight from the Department of Ag, and assist with committees when called upon.

Article 6. Indemnification

Section 6.01 Indemnity Under Law. The Association shall indemnify and advance the expenses of each person to the full extent permitted by law.

Section 6.02 Additional Indemnification.

- (a) The Association hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other association of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of the Association, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a Director or Officer of the Association, or is or was serving or at any time serves such other association, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as a Director, Officer, employee or agent of such other association, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the Association (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to

which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption that the Indemnitee acted in bad faith and/or was dishonest.

- (b) The obligation of the Association to indemnify contained herein shall continue during the period the Indemnitee serves as a Director, Officer, employee or agent of the Association and shall continue thereafter so long as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnitee was a Director or Officer of the Association or served at the request of the Association in any capacity for any other Association, partnership, joint venture, trust, employee benefit plan or other enterprise.
- (c) Promptly after receipt by the Indemnitee of notice of the commencement of any action, suit or proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the Association under this Section 2, notify the Association of the commencement thereof; but the omission so to notify the Association will not relieve it from any liability which it may have to the Indemnitee otherwise than under this Section 2. With respect to any such action, suit or proceeding as to which the Indemnitee notifies the Association of the commencement thereof:
 - (i) The Association will be entitled to participate therein at its own expense; and,
 - (ii) Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the Association jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Association to the Indemnitee of its election so to assume the defense thereof, the Association will not be liable to the Indemnitee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Association of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (i) the employment of counsel by the Indemnitee has been authorized by the Association in connection with the defense of such action, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Association and the Indemnitee in the conduct of the defense of such action, or (iii) the Association shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be borne by the Association (it being understood, however, that the Association shall not be liable for the expenses of more than one counsel for the Indemnitee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). The Association shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the

Association or as to which the Indemnitee shall have made the conclusion provided for in clause (ii) of the preceding sentence of this subpart ii.

(iii) Anything in this Section 2 to the contrary notwithstanding, the Association shall not be liable to indemnify the Indemnitee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The Association shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. Neither the Association nor any such person will unreasonably withhold their consent to any proposed settlement.

(d) In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the Association to the Indemnitee pursuant to this Section 2, the Association shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnitee in defending such action, suit or proceeding, other than those expenses for which the Indemnitee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The Association shall make such payments upon receipt of (1) a written request made by the Indemnitee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association hereunder, and (iii) evidence satisfactory to the Association as to the amount of such expenses. The Indemnitee's written certification together with a copy of the statement paid or to be paid by the Indemnitee shall constitute satisfactory evidence as to the amount of such expenses.

(e) The rights to indemnification and advancement of expenses granted to the Indemnitee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnitee may now or hereafter be entitled under the Association's Certificate of Incorporation or otherwise under the Association's By-Laws, as now in effect or as hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.

Section 6.03 Limitation. No amendment, modification or rescission of this Article VII shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

Article 7.

Dissolution

The Association may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the board that is consistent with the Certificate of Incorporation and with State law.

Article 8.

Amendments

These By-Laws may be altered, amended, added to or repealed by sending the proposed changes to the general membership of the association for a review of thirty (30) days and then allowing the membership to vote on the proposed changes. The proposed changes, reviewed and voted on by the general membership (with a majority in favor) will then be ratified at a meeting of the board called for that purpose by the vote of a majority of the directors then in office.

Article 9.

Construction

In the case of any conflict between the Certificate of Incorporation of the Association and these By-Laws, the Certificate of Incorporation of the Association shall control.

These By-Laws were adopted at a meeting of the Board of Directors of Idaho Mosquito and Vector Control Association on _____, 2022.

Brock Palen
President

Nikki Harris
Secretary-Treasurer

Desiree Keeney
Vice-President