

# North Sound Alpaca Association

N.S.A.A. Bylaws November 2007  
*and Revised March 2011*

## **Article I: Mission Statement**

The North Sound Alpaca Association (NSAA) is dedicated to the strengthening and support of regional alpaca breeders, owners, and enthusiasts and the corresponding fiber industry through the following objectives:

1. EDUCATION of the general public and members of the alpaca industry through speakers, seminars and promotional activities designed to create interest in alpacas and alpaca products
2. PROMOTION of the growth of the industry through partnership with AOBA
3. MARKETING to protect and promote the collective economic interests of the Association membership
4. DEVELOPMENT of regional pride, mutual respect, and business integrity through a supportive network

**Article II: Guiding Principle** To equitably further the interests of the alpaca breeders, owners, and enthusiasts by:

- 2.1 Fostering the exchange of information and providing mutual support.
- 2.2 Promoting and protecting the well-being of alpacas.
- 2.3 Educating the public on the joys and benefits of alpaca ownership, and alpaca products.

## **Article III: Status**

- 3.1 The N.S.A.A. is an incorporated 501c(5) non-profit organization.

## **Article IV: Membership**

4.1 Membership is established for a calendar year, with membership fees due on January 1. The Association will pro-rate the yearly dues by the number of months remaining in the year for **new** members opting for farm membership. Farm Membership renewals paid late are due in the full annual amount and do not qualify for proration. Associate member dues will not be prorated.

**4.2** Annual adjustment of dues shall be recommended by the President or Treasurer and set by a simple majority vote of those Farm members voting.

**4.3** Farm Membership: Farm membership is limited to the greater Puget Sound region.

Benefits include:

- a.) One voting right per farm
- b.) N.S.A.A. meeting notices, with a copy of the previous meeting minutes
- c.) One farm page on the web-site once developed.
- d.) Listing in the N.S.A.A. membership directory once developed.
- e.) Farm name listed on the N.S.A.A. website and any promotional show literature once developed.
- f.) Access to the N.S.A.A. email forum.
- g.) Active Farm members who move out of the Puget Sound region may retain their Farm member status and all the associated benefits and privileges for the remainder of the calendar year and thereafter are eligible for Associate membership.
- h.) Discounted rates for seminars and other events as determined by the Board.
- i.) Free “Spotlight Ads” in the eNewsletter as defined by the Spotlight Advertising Guidelines document found on NSAA’s website.

**4.4** Associate Membership: Associate membership is open to anyone interested in the principles of N.S.A.A.

Benefits include:

- a.) Notification of N.S.A.A. meetings
- b.) Listing in the membership directory
- c.) Access to the N.S.A.A. email forum

## **Article V: Meetings**

**5.1** There will be a minimum of two (2) General Membership meetings and a maximum of twelve (12) regularly-scheduled General Membership meetings per year. Electronic internet meetings may be utilized for these meetings.

**5.2** The N.S.A.A. annual affiliate meeting will be held in **June or July** of each year. The Secretary will be responsible for submitting the required meeting minutes and member roster to AOBA within thirty (30) days as specified by the AOBA Affiliate Guidelines.

**5.3** General Membership meetings will be held within Western Washington, or via internet.

- 5.4** A Board meeting may be scheduled by the President or Vice-President when deemed necessary. Board Members will be notified within a minimum of 48 hours of the meeting.
- 5.5** General Membership meeting topics will be limited to N.S.A.A. official business, national or international alpaca topics, and individual farm news. Socialization may take place optionally and conducted at the end of the business meeting.
- 5.6** A minimum of seven (7) days notice will be given to all members prior to any General Membership meeting.
- 5.7** The meeting for the election of Board of Directors' vacancies will be held at the June or July General Membership meeting of each year.
- 5.8** The proceedings of all meetings of the membership and the Board shall be governed by Robert's Rules of Order unless otherwise specified.
- 5.9** A Parliamentarian may be appointed by the Board to facilitate the conduct of General Membership meetings. This individual will assist in the compliance of Robert's Rules of Order as necessary.

## **Article VI: Board of Directors**

- 6.1** The Board of Directors of this Association shall be comprised of five (5) members, to include, four (4) Officers, President, Vice-President, Secretary, Treasurer, and one (1) Director. The positions which the board members hold shall be agreed to by the newly elected Board of Directors. All Board members must be N.S.A.A. Farm members in good standing with dues paid and serve at the behest of the members.
- 6.2** The election of the Board of Directors will be staggered and shall be annually held in June or July with each position to serve a 2-year term beginning the first of the month following the election.
- 6.3 President.** The President shall be the Principle Executive Officer of the N.S.A.A. and shall in general direct all of the business and affairs of the Association. The President along with the Secretary or other Officer of the Association may sign contracts and other instruments which the Board has authorized. The President and Treasurer will submit the annual budget for vote each January or February. It is required that the annual budget be approved by a simple majority of the Farm membership voting. The President is responsible for the appointment of committees as the need arises, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors.
- 6.4 Vice President.** In the absence of the President, or in the event of the President's inability to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers and be subject to all the restrictions placed upon the President by the Board. The Vice President shall also perform such other duties as assigned by the President or by the Board.

**6.5 Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies paid to the Association from any source whatsoever and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board. The Treasurer shall work with the President on development and approval of the annual budget to be submitted for vote by the Farm membership each January or February.

**6.6 Secretary.** The Secretary shall keep the minutes of all Board meetings and General Membership meetings of the membership. The Secretary is also responsible for notifying all members at least seven (7) days in advance of any general membership meetings. The Secretary is responsible for responding to inquiries for N.S.A.A. or Alpaca information by sending out a cover letter and information packet to each inquiry. The Secretary will be responsible for maintaining the official membership rolls of the Association as provided to the Secretary by the Membership Committee Chairperson. The Secretary shall in general perform all duties incident to the office of Secretary and such other duties that may be assigned by the President or the Board.

**6.7 Director.** Director shall serve on the N.S.A.A. Board. The Director, in addition to the Officers, makes up the Board of N.S.A.A. and is responsible for the business and affairs of the Association. The Director shall assist in the setting of policies and performing duties that are deemed necessary for the successful functioning of the Association.

**6.8 Recall.** A board member may be removed from office by a recall vote. A recall vote shall be scheduled when forty percent (40%) of the voting membership has signed a petition requesting a recall. Members shall be given at least (3) three weeks notice of a scheduled recall vote. A Board member may be removed from office by an affirmative vote of two-thirds [2/3] majority vote of those Farm members voting.

**6.9 Vacancies.** A vacancy in any elected office shall be filled by a majority vote of the Board of Directors. If the vacancy occurs in the office of President, the Vice-President shall immediately assume the vacant position for the duration of the term. The now vacant Vice-President position will then be filled as dictated above.

## **Article VII: Nomination and Election of Board of Directors**

**7.1 Nomination Committee.** The Board shall appoint a Nominating Committee Chairperson no later than 90 days before the election of Directors. The Committee shall endeavor to

nominate at least two (2) candidates for each Board vacancy. Nominations may also be solicited at least (2) months prior to the election. Special elections shall be conducted as necessary.

**7.2 Election Procedure.** Voting shall be completed by written ballot at the June or July General Membership meeting. Each farm shall receive one ballot at least 2-3 weeks before the June or July General Membership meeting. Members not attending the meeting shall insure their ballots are in the hands of the Nominating Committee Chairperson by 12:00 PM of the day before the scheduled meeting. The Secretary shall serve as Inspector of Elections, witnessing the ballot tally by the Nominating Committee. In the event that the Secretary is the Nominating Committee Chairperson, the President will act as the Inspector. In addition, each candidate for office may have an observer present during the ballot count. All ballots shall be retained for two (2) years.

**7.3 Newly Elected Officers.** The result of the election will be announced via email or eNewsletter within two weeks following ballot voting and the newly elected officers shall assume their duties on the first of the month following the election. The new Board of Directors shall meet to choose the Board Officers' positions and shall notify the membership of the Officers prior to August 1 following the election.

## **Article VIII: Voting Procedures**

**8.1 Voting Rights.** Only Farm members in good standing (paid up dues) are eligible to vote. Each farm shall have one vote on each issue on the ballot.

**8.2 Proxy.** Only members eligible to vote pursuant to Article 8.1 shall be eligible to vote by proxy. The signed proxy must contain the farm's specific vote on an issue. A maximum of two [2] proxies per farm are allowed in any calendar year.

**8.3 Voting Majority.** All votes shall be decided by a simple majority of those Farm members voting, including those voting by proxy, whether at a General Membership meeting, by mail or electronic ballot. Voting will be required for any changes to the bylaws, adoption of the annual budget, new Board members, increase in annual dues, and any non-budgeted expense over \$2000. Exception: a dissolution vote will require approval of 2/3 vote of the full Farm Membership.

## **Article IX: Committees**

**9.1 Appointments.** The President or the Board may appoint committees from the membership to assist with the governance and planning of cooperative operations.

**9.2 Committee Responsibilities.** The Chairperson of each Committee will have the responsibility of calling committee meetings as necessary to conduct committee business or gather information. Each Committee Chairperson or a committee member will give a progress report at each business meeting.

## **Article X: Miscellaneous**

**10.1 Advertisement/Event Cost.** The cost of advertising for and participating in special events (i.e., farm day, seminars, shows, fiber festivals, fairs, etc.) will be the responsibility of those members who participate, unless the Board or a vote by the Farm Membership decides differently. Any Farm member in good standing can petition the Board or the Farm Membership for financial assistance in the participation of an event if they are representing N.S.A.A.

**10.2 Signature Authority.** Any check issued for budget-approved items requires only one signature; either that of the Treasurer or that of the President. Reimbursement checks to the Treasurer require the signature of both the President and the Treasurer.

Any check issued for an amount of two-thousand (\$2,000.00) dollars or less being spent on non-budget-approved items requires the signature of both the Treasurer and the President and the approval of the majority of the Board of Directors.

Any check issued for an amount over two-thousand (\$2,000.00) dollars being spent on non-budget-approved items requires the signature of both the Treasurer and the President and the approval of the Membership as per Article 8.3.

## **Article XI: Indemnification**

**11.1 Indemnification.** The association shall have the power to indemnify any person who was or is party to or is threatened to be made party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in right of the Association) by reason of the fact that such person is or was an Officer or Board Member against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in conjunction with such action, suit, or proceeding if such person acted in good faith and in a manner such a person reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any conviction, or upon plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such a person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful.

## **Article XII: Dissolution**

**12.1 Decision to Dissolve.** The Association may be dissolved at a meeting of the membership upon the adoption of a resolution of dissolve by a two-thirds (2/3) majority of all voting members of the Association.

**12.2 Payment of Liabilities and Distribution of Assets.** Upon dissolution, all liabilities and obligations of the Association shall be paid, satisfied and discharged, or adequate provision made thereof, and remaining assets shall be liquidated and distributed as agreed to by the Board at the time of dissolution and in compliance with Code 501(c)6.

## **Article XIII: Amendment to the Bylaws**

**13.1 Procedure.** Amendments to the Bylaws may be proposed in writing to the Secretary who, in turn, will submit the proposal in a timely manner to the Board. Proposed amendments will then be presented to the Membership.

**13.2 Amendment of Bylaws at Membership Meeting.** Any proposed amendment of the Bylaws may be passed by a simple majority of those Farm members voting.

## **Article XIV: Interpretation of the Bylaw**

**14.1 Construction and Meaning of the Bylaws.** On all questions as to the interpretation and meaning of these Bylaws and the rules of the Association, a majority vote of the Board is final unless rescinded by a vote of the Members as provided in these Bylaws.