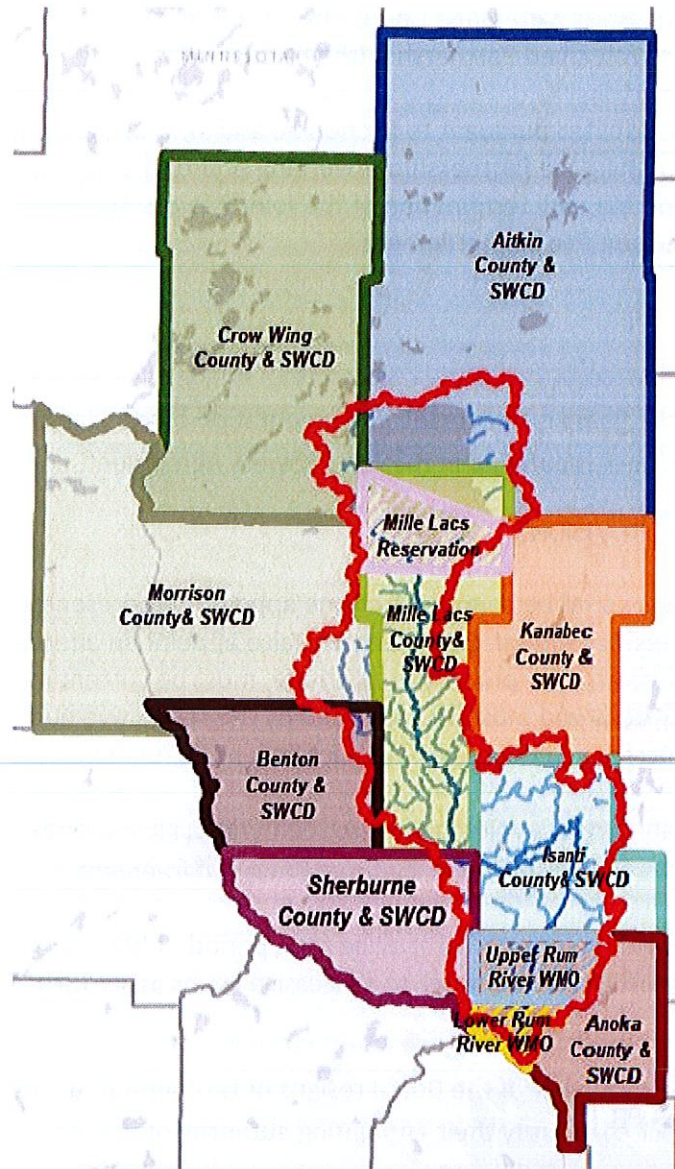


Bylaws of the Rum River Watershed Partnership



These bylaws establish rules governing the conduct of business by the Rum River Watershed Partnership for implementation of the Rum River Comprehensive Watershed Management Plan (the Plan).

ARTICLE I. AUTHORITY AND NAME OF ORGANIZATION

1. The name of this joint power's entity, developed through a Joint Powers Agreement for managing the Rum River Watershed Comprehensive Watershed Management Plan, shall be the Rum River Watershed Partnership (the Partnership).
2. These Bylaws are adopted pursuant to Section 3e and 3i, vi of the Joint Powers Agreement establishing the Partnership Governing Board (the Board).
3. The Board will operate until termination of the Joint Powers Agreement as described in Section 4b of the Joint Powers Agreement.

ARTICLE II: PURPOSE

1. The purpose of the Board is to oversee implementation of the Plan within the governance structure as outlined in the Joint Powers Agreement.

Article III. MEMBERSHIP PROVISIONS

1. The Board members shall be composed of one appointed representative from each Party to the Joint Powers Agreement. Each Party will also appoint an alternate representative. All representatives, whether primary or alternate, must be current members of the Party's governing body and must be appointed by the respective body appointed pursuant to the terms in Section 3 of the Joint Powers Agreement.
2. The Board operates under a Joint Powers Agreement. Eligible parties are identified pursuant to section 2a, 2b and 2c of the Joint Powers Agreement.
3. The term of a Board representative shall be for a period of two years with the ability of the Party to appoint a representative to successive terms as set forth in the Joint Powers Agreement.
4. In the event that a member of the Board resigns or is otherwise unable to complete their term, the member shall notify their appointing authority of the vacancy as soon as practicable. The Party shall then appoint a replacement member as soon as possible.
5. The Board may request a participant Party to consider replacing their representative if that Party's representative misses two (2) consecutive meetings.

6. A Board member shall not take any action that may materially benefit the financial or pecuniary interest of that member, a member's family member, or a member's close associate. A Board member must disclose that interest for the record and may be present to answer questions related to that interest but shall not advocate for nor vote on the action. If the apparent conflict is not financial, the board member shall disclose the interest for the record and the board shall vote on the conflict before the member participates in board discussion or voting on an action. The member with the conflict may participate as a member of the public.

ARTICLE IV: OFFICERS

1. The Officers of the Board shall consist of a Chairperson and Vice Chairperson elected by members of the Board at the first meeting of each year.
 - a. The Chairperson and Vice Chairperson shall be selected for one-year terms and may serve unlimited consecutive one-year terms.
 - b. The Chairperson shall:
 - i. Serve as Chairperson for all meetings; and
 - ii. Sign and deliver in the name of the Partnership any correspondence pertaining to the business of the Partnership.
 - c. The Vice Chairperson shall:
 - i. Discharge the Chairperson's duties in the event of the absence or disability of the Chairperson.
 - ii. Perform any other duties as may be assigned by the Board.
 - d. An Officer will serve until replaced by the election of a successor. No Board member may hold more than one office at a time.
 - e. In the event that an Officer cannot complete his or her term of office, the Board shall immediately elect from among its members an individual to fill the vacant position.
2. The Board shall enter into a service contract with a Coordinator to perform the duties of the Board Secretary. The additional duties of the Coordinator shall be set out in the contract for services. These duties shall include, but are not limited to, the following:
 - a. Maintain records of the Partnership.
 - b. Ensure public notice of all records and meetings.
 - c. Ensure minutes are recorded and made publicly available in a timely fashion.
 - d. Prepare the Partnership's annual work plan in coordination with the Fiscal Agent.
 - e. Prepare meeting agendas and packets.

- f. Track progress toward Plan and annual work plan goals. Provide the Board with project updates on work being completed under the 1W1P, with assistance from the Implementation Planning Committee.
 - g. Others as specified in a contract for services, or as described in Exhibits A or B.
3. The Board shall enter into a service contract with a Fiscal Agent to perform the duties of the Board Treasurer. The additional duties of the Fiscal Agent shall be set out in the contract for services. These duties shall include, but are not limited to, the following:
 - a. Track Partnership financial records in accordance with applicable law and grant policies, and retain them in accordance with applicable laws and policies. The Partnership's finances must be held in a designated account and separately tracked from other funds the Fiscal Agent may handle.
 - b. Receive and issue payments. The Fiscal Agent is authorized to remit project specific payments pursuant to a Board approved contract for programs or projects identified in an annual work plan approved by the Board. The Fiscal Agent shall provide to the Board, reports on the fiscal transactions that have occurred for their approval. The issuance of checks shall require two signers as authorized by the Board.
 - c. Compile records for required audits.
 - d. Provide, at a minimum, quarterly accounting of the funds, receipts and disbursements, to be presented to the Board for its approval at its meetings.
 - e. Develop, in collaboration with Coordinator, consistent forms to report project finances.
 - f. Others as specified in a contract for services, or as described in Exhibits A or B.

ARTICLE V: MEETINGS

1. All meetings of the Board will comply with the Minnesota Open Meeting Law. The Board's official public notice posting locations shall be at the location designated for its regular meetings. Notice of meetings shall also be posted on the Board's website.
2. The Board shall meet a minimum of two times a year, at least every six months, or more often as deemed necessary by the Board.
3. The conduct of all meetings of the Board shall be generally governed by the most recent edition of Robert's Rules of Parliamentary Law.
4. A quorum of the Board shall consist of a simple majority of the members.

5. Notice of Board meetings and a proposed agenda shall be emailed, or mailed upon request, to all Board members and alternates. A good faith effort will be made to distribute these documents not less than seven days prior to the scheduled meeting date of the Board.
6. The minutes of any meeting shall be made available to all Board members prior to the next meeting as part of the distributed meeting packet.

ARTICLE VI - VOTING

1. Each Party shall have one vote. A super majority of 75% of the quorum is required to approve the yearly budget for the Partnership and the yearly work plan. Other actions may be approved by a simple majority of a quorum. All votes shall be made in person or virtually to the extent allowed by Minnesota Statute § 13D.02. No representative may appoint a proxy for any question coming before any meeting for a vote.

ARTICLE VII – COMPENSATION

1. Board members may be compensated by the member local unit of government they represent for meetings and expenses incurred, according to the policies of the local unit of government.
2. Board members may not be compensated for meeting time and expenses using funds granted by the State for the purpose of implementing the Plan.

ARTICLE VIII- SUBCOMMITTEES OF THE BOARD

1. The Board may establish committees for the purposes of implementation of the Plan.
2. An Implementation Planning Committee as identified in Section 3(h) of the Joint Powers Agreement, is charged with drafting an annual workplan as directed by the Board.
 - a. Membership: The Implementation Planning Committee will be comprised of one representative from each Party who is appointed by the Party's governing body and is a staff member from the Party. Each person appointed shall have one vote. The Implementation Planning Committee may have ex officio members to assist the Committee in its efforts. The ex officio members shall not have a vote on the Committee.

ARTICLE IX: ANNUAL WORK PLANS

1. Annual work plan development process shall be as directed by the Board. The annual work plan shall include activities, a lead(s) Party for each, and measurable outputs for any activities to be funded with the Partnership's Watershed Based Implementation Funds. The annual work plan shall have two parts which may be completed separately:
 - a. Partnership-funded programs - Projects or programs to be funded with State grants or other funds to the Partnership.
 - b. Party-funded programs - Projects or programs that accomplish Plan goals but are funded and led by Parties to this agreement.
2. The Implementation Planning Committee will solicit from each Party projects and/or programs that are consistent with the Plan and further the goals of the Plan for consideration by the Implementation Planning Committee as a whole.
3. A project or program cannot proceed without the written consent of the Party or Parties to the Joint Powers Agreement whose jurisdictional area covers the project location.
4. Annual work plan implementation shall follow the process and roles as defined by the Board.

ARTICLE X: MEETING LOCATION

1. All regular meetings of the Policy Committee will be held at a location within the Rum River Watershed selected by the Board. Meetings may be held electronically only to the extent allowed by the Minnesota Statute § 13D.02 .


ARTICLE XI: MISCELLANEOUS

1. The Bylaws may be amended by a 75% vote of a quorum of the Board made at any regularly scheduled meeting, provided that thirty (30) days advance written notice of the proposed amendment has been given to each member of the Board.
2. Bylaws and rules of procedure shall comply with relevant statutory provisions and be consistent, with the terms of the Joint Powers Agreement. In the event of conflict or ambiguity, the terms of the Joint Powers Agreement shall be controlling.

- 3. These Bylaws are intended to be consistent with applicable provisions of Minnesota Statutes, Chapters 103B, 103C, and 103D. To the extent any provision in these Bylaws conflicts with these chapters, the statutory provisions shall be controlling.

ARTICLE XII- CERTIFICATION

- 1. These By-laws were adopted by a vote of 11 ayes and 0 nays by the members of the Board on July 28 , 2022.

 Rum River Watershed Partnership 7/28/22
(Chair signature & organization) (Date of Signature)

