

Cobre Valley Watershed Partnership By-Laws
As established on July 1, 2020

Article I: Identification of the Organization

1. Organization Name: The name of this organization shall be the Cobre Valley Watershed Partnership (CVWP), hereafter referred to as “Partnership”. This name shall be the legal name for the Partnership to be used in all contracts, financial agreements, and business documents.
2. Contact/Representation: Partnership shall utilize the President as the primary contact person and figurehead for the Partnership.

Article II: Purpose and Objectives of the Partnership

1. The CVWP Vision: Create and maintain vibrant and healthy communities, environment, and economy in the Cobre Valley by fostering collaboration, transparent decision-making, environmental stewardship, and cooperative projects that will benefit the watershed for generations to come
2. The CVWP Mission: The Cobre Valley Watershed Partnership strives to facilitate stakeholder driven watershed planning that promotes environmental stewardship and sustainable economic development through community action and educational outreach.
3. CVWP Goals:
 - System Efficiency/Wise Utilization of Resources
 1. Revise existing water budget with updated data and information
 2. Expand management practices of land to better utilize storm water flows and quality
 - Economy/Development
 3. Set framework for private-public partnerships for long-term water supply resilience
 4. Explore feasibility of matching water quality to use
 - Recreation/Environment
 5. Foster ecological stewardship to preserve, enhance, and manage natural resources for resilience, adaptation, and restoration
 6. Combine and share both knowledge and resources under guiding philosophies for collective impact
 - Water Awareness
 7. Education of the public and decision-makers to increase awareness and motivate action

Article III: Membership

1. Partnership Membership: The membership of the Partnership shall be open to any current resident, property owner, business operator, or otherwise interested stakeholder connected with the Pinal Creek Watershed. Membership shall be established through registration with the Secretary. There shall be no restriction on the number of members within the Partnership.
2. Rights of Members: All members are encouraged to attend all regular business meetings of the Partnership and are eligible to vote in board of director and executive committee elections. Voting on Partnership business is the responsibility of the executive committee and the board of directors. Groups or organizations with multiple members attending receive one vote.

Article IV: Meetings

1. Regular Meetings: Regular meetings of the Partnership shall be held monthly at a time and location agreed upon by the executive committee and the board of directors.

- a. Notice of Meetings: Electronic notice through e-mail and/or text messaging of each meeting shall be sent to the membership a minimum of ten (10) days prior to each meeting by the Secretary.
 - b. Meeting Quorum: A quorum must be reached prior to the beginning of any regularly scheduled or special Partnership meeting. A quorum shall consist of no less than two (2) executive officers and no less than four (4) of the Board of directors.
 - c. Meeting Conduct: All Partnership meetings shall run according to the posted agenda. The President shall conduct all meetings in a timely and organized fashion following standardized parliamentary procedures. Any and all members of the Partnership are encouraged to participate, but voting on Partnership business is the responsibility of the executive committee and the board of directors.
 - d. Agendas: Agendas for any regularly scheduled or special Partnership meeting must be completed and available to the membership by the Secretary no less than one (1) week prior to all meetings. Agendas shall be approved prior to discussion of business, and then followed to maintain order and timeliness.
 - e. Voting: The executive committee members and board of directors shall be entitled to one vote per motion with the exception of the President. Motions shall be carried by a simple majority vote of those members present, or by a simple majority of members who digitally respond to the ballot or survey within the predetermined time-frame which shall be no less than one (1) week, and no more than two (2) weeks from delivery of the digital ballot or survey. In the case of a tie, the President shall cast the deciding vote.
 - f. Minutes: The Secretary shall record all business and discussion during any and all Partnership meetings as described in Article VI, Section 1C. Copies of the minutes shall be distributed to the Partnership members at least one (1) week prior to the next meeting then reviewed prior to voting on approval of minutes and archived with the Secretary.
2. Special Meetings: Special meetings may be called by the President, the executive committee, or a simple majority of the board of directors and mediated like a regular meeting as explained above.

Article V: Board of Directors

1. General Powers: The affairs of the Partnership shall be managed by the board of directors. The board of directors shall be responsible for the management of the activities of the Partnership, its fiscal requirements, and to maintain the vision, mission, and goals of the Partnership.
2. Size, Tenure, & Qualifications: The Partnership shall have a range of three (3) to nine (9) directors on the board apart from the executive committee to facilitate meetings and add legitimacy to the Partnership's decisions. The directors shall serve two (2) year staggered terms and follow identical procedures of elections, terms of office, and termination as the executive officer as described in Article VI, Section 3: Elections, and 4: Termination of Executive Officers. Persons elected to the board of directors shall be representative of major stakeholders connected with the watershed. This includes but is not limited to municipalities, government agencies, local businesses, industry, tribes, universities, agricultural interests, non-profit organizations, community members etc... with one seat reserved for a community member who is not representative of a major stakeholder. These by-laws may be amended to prescribe qualifications for directors by majority vote of members.

Article VI: Officers/Executive Committee

1. Executive Officer Position Descriptions: The Partnership shall be facilitated by the executive officers. The Partnership executive committee leadership is comprised of at least three (3) member-elected officers for the following positions: President, Vice-President, Secretary, and Treasurer.

- a. President-The President shall preside over all business meetings of the Partnership to keep meetings timely and on agenda. He/She provides leadership to the board of directors and to whom the executive director is accountable. The President appoints the chairpersons for committees in consultation with the other officers and board of directors. He/She helps guide and mediate board actions and directives with respect to the Partnership's vision, mission, and goals. He/She evaluates the performance of the executive director, officers, and board of directors. He/She shall carry out all other duties as assigned by the board of directors.
- b. Vice-President-The Vice-President shall facilitate meetings in the absence of the President and shall carry out all other duties as assigned by the President or the Partnership. The Vice-President shall also coordinate with the President, Secretary, Treasurer, and executive director to prepare agendas prior to a Partnership meeting. He/She performs other duties as assigned by the board of directors.
- c. Secretary -The Secretary shall record minutes of all Partnership meetings, keep a record of attendance at all meetings, and communicate information regarding meetings and events to the Partnership members. He/She shall prepare and distribute all meeting minutes and agendas to the membership prior to the following meeting. He/She shall maintain historic records of the actions and decisions made by the Partnership. He/She shall conduct elections as described in Article VI, Section 3, Elections. He/She shall perform other duties as assigned by the executive committee and board of directors.
- d. Treasurer- The Treasurer shall coordinate with the executive director and keep account of all fiscal transactions associated with the Partnership. He/She shall provide monthly financial statements as well as an annual budget for the Partnership for approval. He/She shall be responsible for establishing and maintaining bank accounts as well as oversee all Partnership finances. He/She shall perform other duties as assigned by the executive committee and board of directors.
2. Concurrent Positions: Executive officers members may serve concurrent duties as necessary, e.g. Vice President/Treasurer with the exception of the Secretary.
3. Elections: Elections of the executive officers shall take place every year at the first scheduled Partnership meeting of the calendar year as determined by the Partnership.
- a. Executive Board Election Procedures: Partnership members wishing to run for the executive positions must accept nominations prior to voting. All members wishing to run for an executive position must have participated in at least $\frac{3}{4}$ of the previous year's Partnership meetings as noted in attendance records unless special exceptions are agreed upon by the board of directors.
- i. Elections are conducted by paper ballot and shall be collected and tallied by the Secretary. In the case of a tie, the President shall then be allowed to cast a vote.
- ii. Upon being elected, new officers shall be inaugurated immediately and take control of the remainder of the Partnership meeting with the assistance of the outgoing officers.
- b. Terms of Office: Each executive officer shall be elected for a two-year term of office. Officer's terms shall be staggered as necessary so that continuity and experience shall be maintained on the executive committee. Officers may rerun for their current or another position at any given election.
- c. Special Elections: In the case of a mid-term vacancy of office, whether conceding office by their own recognizance or due to unforeseen circumstances not allowing that officer to continue in his or her executive capacity, a special election shall take place at the first Partnership meeting following notification of position vacancy, and following the same election procedures as stated above. This position shall be carried out only until the end of that original Officer's

term at which time the new officer filling the vacated position may run for another term of office.

4. Termination of Executive officers: Any executive officer may be terminated by a majority vote by the Partnership at any regularly scheduled Partnership meeting for actions deemed by the board of directors as detrimental to the stated purpose of the Partnership. Any officer with three or more unexcused absences within one year shall be subject to termination from office and replaced through a special election following term agreements and election procedures as previously stated.

Article VII: Committees

1. Formation of Committees: Ad hoc committees may be appointed by the executive leadership at any regularly scheduled or special meetings. All committee chairpersons are appointed by the President with guidance from the executive committee and board of directors. Committees may be formed as short-term task forces to accomplish a short-term goal, or as standing sub-committees to the executive committee, or any reason the executive committee and/or Board of directors deems necessary.
 - a. Executive officers may be exempt from participating in ad hoc committees due to current duties as assigned.
 - b. Ad hoc committees shall be placed on meeting agendas for reporting until the mission of the committee has been accomplished or the committee is otherwise deemed permanent or unnecessary.

Article VIII: Corporate Staff

1. Executive Director: The board of directors may contract with an executive director who shall serve at the will of the board of directors. The executive director shall have immediate and overall supervision of the operations of the Partnership, and shall direct the day-to-day business, maintain the properties of the Partnership, and perform such additional duties as may be directed by the executive committee or the board of directors. No executive committee member or member of the board of directors may individually instruct the executive director. The executive director shall provide activity reports at the Partnership meetings as shall be required by the board of directors. The executive director shall be an ad-hoc member of all committees.

The executive director may not be related by blood or marriage/domestic partnership within the second degree of consanguinity or affinity to any member of the board of directors or executive committee. A contract may be offered to an executive director candidate at any meeting of the board of directors by a majority vote and shall serve until removed by the board of directors upon an affirmative vote of three-quarters (3/4) of the members present at any meeting of the Partnership. Such removal may be with or without cause.

Article IX: Conflict of Interest & Compensation

1. Purpose: The purpose of the conflict of interest policy is to protect the Partnership's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Partnership or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.
2. Definitions: *Interested Person*. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person. *Financial Interest*. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Partnership has a transaction or arrangement,
- b. A compensation arrangement with the Partnership or with any entity or individual with which the Partnership has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Partnership is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the Partnership decides that a conflict of interest exists.

3. Procedures: The following outlines the Partnership's procedures identifying possible conflicts.
- a. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial and other advantageous interests and be given the opportunity to disclose all material facts to the Partnership the proposed transaction or arrangement.
 - b. **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial and other advantageous interests and all material facts, and after any discussion with the interested person, he/she shall leave the Partnership meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
 - c. **Procedures for Addressing the Conflict of Interest:**
 - i. An interested person may make a presentation at the Partnership meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - ii. The President of the Partnership shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - iii. After exercising due diligence, the Partnership shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - iv. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Partnership shall determine by a majority vote of the disinterested members whether the transaction or arrangement is in the Partnership's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
 - v. Board and executive committee members shall recuse themselves from voting on partnership business on matters in which a conflict exists.
 - vi.
 - d. **Violations of the Conflict of Interest Policy:**
 - i. If the Partnership has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - ii. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Partnership determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
 - e. **Periodic Reviews**
 - i. The partnership shall conduct annual reviews of all conflicts of interest.

Article X: Indemnification

1. General: To the full extent authorized under the laws of the State of Arizona, the Partnership shall indemnify any executive director, officer, or agent, or former member, director, officer, or agent of the

Partnership, or any person who may have served at the Partnership's request as an executive director or officer of another corporation (each of the foregoing members, directors, officers, agents, and persons is referred to in this Article individually as an "indemnitee"), against expenses actually and necessarily incurred by such indemnitee in connection with the defense of any action, suit, or proceeding in which that indemnitee is made a party by reason of being or having been such member, executive director, officer, or agent, except in relation to matters as to which that indemnitee shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing indemnification shall not be deemed exclusive of any other rights to which an indemnitee may be entitled under any bylaw, agreement, resolution of the board of directors, or otherwise.

2. Expenses: Expenses (including reasonable attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Partnership in advance of the final disposition of such action, suit, or proceeding, if authorized by the Partnership, upon receipt of an undertaking by or on behalf of the indemnitee to repay such amount if it shall ultimately be determined that such indemnitee is not entitled to be indemnified hereunder.
3. Insurance: The Partnership may purchase and maintain insurance on behalf of any person who is or was a member, executive director, officer, or agent against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Partnership would have the power or obligation to indemnify such person against such liability under this Article.
4. Fidelity Bonds: Fidelity bonds may be purchased by the Partnership to cover the organization for financial losses or corruption that may be incurred as a result of fraudulent acts by any individual associated with the Partnership with fiscal responsibilities. This includes first-party and third-party bonds depending upon the needs of the Partnership at any given time.

Article XI: By-Law Amendments

1. Amendments: Amendments may be made to the Partnership by-laws at any regularly scheduled meeting with a quorum present. The entire membership is eligible to vote on amendments to the by-laws.
 - a. Notice of amendments to the by-laws must be submitted no less than two (2) meetings prior to voting to allow for research and discussion by the Partnership.
 - b. Only current Partnership members may vote on amendments up for adoption. All amendments must pass with a 2/3 majority vote all membership present, or by a simple majority of members who digitally respond to the ballot or survey within the predetermined time-frame which shall be no less than one (1) week, and no more than two (2) weeks from delivery of the virtual/digital ballot.
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Cobre Valley Watershed Partnership

We, the undersigned, are all of the initial Executive committee of this Partnership, and we consent to, and hereby do, adopt the foregoing Bylaws, consisting of the 6 preceding pages, as the Bylaws of this Organization.

Adopted and Approved by the Membership on 01 day of July , 2020.

_____ Date _____
Insert Name, President

_____ Date _____
Insert Name, Vice President

_____ Date _____
Insert Name, Secretary

_____ Date _____
Insert Name, Treasurer