

**BYLAWS  
FOR THE  
COMMUNITY AGRICULTURE ALLIANCE, INC.**

**UPDATED FEBRUARY 13, 2008**

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**ARTICLE 1 - PURPOSES**

**A. Purposes.**

The Community Agriculture Alliance, Inc., is a Colorado, non-profit corporation serving Routt County and the Yampa River Valley.

The Community Agriculture Alliance's general purpose is "to preserve the agricultural heritage of the Yampa River Valley by initiating, supporting and encouraging actions, programs and policies that mutually benefit and connect the agricultural, business, community and resort interests of the Valley."

The Community Agriculture Alliance has retained the following mailing and office address:

Community Agriculture Alliance, Inc.  
1370 Bob Adams Drive  
Post Office Box 774134  
Steamboat Springs, CO 80477

The Community Agriculture Alliance has filed appropriate legal papers with the Internal Revenue Service and The State of Colorado.

**ARTICLE 2 - MEMBERSHIP**

**A. General Membership.**

Any person, business or organization that supports the purpose of the Community Agriculture Alliance will be considered a member upon receipt of a financial donation to the Community Agriculture Alliance. The membership year shall be January 1 through December 31.

**ARTICLE 3 - MEETINGS**

**A. Committee Meetings.**

The meeting schedule of for the Community Agriculture Alliance shall be:

Executive Committee = Meeting Dates to be Selected at the Convenience of the Committee to be held in January, April, July and October

Board of Directors and Advisors = Second Wednesday in February, May, August and November

Committees = As needed and convened by the committees in March, June, September, December

Regular or special meetings may be held with lesser notice if all Board of Directors members either attend the meeting or sign a waiver of notice and consent on the record of the meeting to the actions taken at that meeting.

## **ARTICLE 4 - BOARD OF DIRECTORS**

### **A. Powers.**

The property, affairs and activities of the Community Agriculture Alliance shall be managed by the Board of Directors, which shall have the power to perform all acts and duties necessary to carry out the purposes of the Community Agriculture Alliance. These powers shall include the authority to retain any necessary staff or contractors.

### **B. Board of Directors Size; Criteria.**

The number of Directors on the Board of Directors shall be between eleven and seventeen recruited from agriculture, business, community and resort interests. It is the duty of the Board of Directors to maintain geographic balance, a diversity of age and a mix of men and women. The number may be changed by a majority vote of the Board of Directors at a regular Board Meeting.

The Board of Directors may appoint an Advisory Board to serve in a non-voting capacity. The Advisors shall be recruited from agriculture, business, community and resort interests. It is the duty of the Board of Directors to maintain geographic balance, a diversity of age and a mix of men and women. The number of advisors shall be between eleven and 17. Such members shall receive notice of all Board of Directors meetings.

### **C. Executive Committee.**

There shall be an Executive Committee of the Board of Directors, which shall consist of the Board of Directors Officers, Past Co-Chair(s) and the Chairs of each standing committee. The Executive Committee shall meet quarterly and shall act in behalf of the Board of Directors on all matters except: approval of the budget; approval of expenditures over \$1,000; hiring or firing of the Executive Director; amendment of the Bylaws; or actions of similar magnitude.

### **D. Selection Process.**

Process of selection for the Board of Directors and Advisors will be through the Nominating Committee, which shall make nominations to the full Board of Directors. Any member may be nominated who meets the criteria for selection of Board of Directors members.

### **E. Terms of Office.**

At the August Board Meeting, the current Board of Directors shall review recommendations from the Nominating Committee and elect Directors for a two-year term and Advisors for a one-year term. Terms start on August 1 and run through July 31. In order to ensure continuity and a smooth transition between departing and newly elected directors, the terms of the directors shall expire on a rotating basis.

### **F. Board and Advisor Commitment.**

Each person on the Board of Directors and Advisor Board will be expected to contribute to the Community Agriculture Alliance with both financial contributions and time commitments.

**G. Resignation and Vacancy.**

Resignation of a Director for any reasons shall require a written notice. In the case of a vacancy, the remaining Directors may elect a successor, who shall serve until the next election

**H. Removal.**

Any Officer or Director may be removed by affirmative vote of two-thirds of the current Directors on the Board of Directors for failure to participate, non-performance of duties, or other causes deemed sufficient by the Board of Directors.

**I. Call and Notice.**

The Board of Directors shall meet on call by a Co-chair or on written request filed with the Secretary by four or more Directors. The Secretary shall notify Members, Board Members, Advisors and Committee Members of appropriate meetings at least seven days in advance, either personally, by telephone, facsimile, e-mail or by U.S. mail.

**J. Quorum and Voting.**

At every meeting of the Board of Directors, a quorum shall consist of a majority of the current Board of Directors members serving on the Board of Directors. Board of Directors members unable to attend the meeting in person may participate by telephone if the meeting is held in a location with appropriate telephone facilities. Unless otherwise specified in these Bylaws, the majority vote of those Board of Directors members attending a meeting at which there is a quorum will prevail on all matters.

**K. Informal Action by Directors.**

Any action of the Board of Directors may be taken without a meeting if consent in writing setting forth the action taken is signed by all Directors and filed with the minutes of the Corporation.

**L. Compensation.**

Directors shall receive no compensation for their services as such, but may receive reimbursement for their expenses actually and reasonably incurred in performance of Community Agriculture Alliance activities, if approved by the Board of Directors.

## ARTICLE 5 - OFFICERS AND COMMITTEES

### **A. Officers.**

Officers of the Board of Directors shall be two (2) Co-chairs to be elected in alternate years for a two-year term, Secretary, and Treasurer. All officers shall be members and shall be elected by the Board of Directors annually or whenever a vacancy occurs. Each officer shall serve until a successor is elected.

### **B. Committees.**

There are five standing committees: the Executive Committee, Land Stewardship Network, Program Development, Capital Finance, and Community Relations. The committees may include Board of Directors members and general members. The Board of Directors may appoint such other committees, as it deems necessary to implement the purposes of the Community Agriculture Alliance. The Board of Directors may, by formal resolution, authorize committees to exercise any powers of the Board of Directors.

The full Board of Directors will select the Chairs and Vice-Chairs for the committees. The Vice-Chair will serve in place of the Chair upon absence of the Chair.

### **C. Nominating Committee.**

Prior to the August meeting of the Board of Directors, the Co-chairs shall convene the Executive Committee to nominate persons for those positions on the Board of Directors and Advisors that are becoming vacant on July 31. It shall be the duty of the Executive Committee to present these nominations for vote at the August meeting of the Board of Directors.

### **D. Staff.**

The Board of Directors may appoint an Executive Director, in accord with the duties and responsibilities established by the Board of Directors, who shall not be a Board member, to carry out the day-to-day activities of the Community Agriculture Alliance and advise and inform the Board of Directors members on activities of the Community Agriculture Alliance. The Board of Directors may authorize additional staff, to be hired by the Executive Director, with the advice and consent of the Executive Committee.

## ARTICLE 6 - FINANCIAL AFFAIRS

### **A. Fiscal Year.**

The Fiscal Year of the Community Agriculture Alliance shall end on December 31 of each year.

### **B. Bank Account.**

The funds of the Community Agriculture Alliance shall be deposited in one or more banks as designated by the Board of Directors. All checks shall be signed by such officer or officers or Executive Director as the Board of Directors may designate.

### **C. Insurance.**

The Board of Directors shall secure insurance as necessary to protect the Community Agriculture Alliance, the Board of Directors, and the officers from liability.

**D. Contracts.**

The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to pledge its credit or render it liable for financial obligations.

**ARTICLE 7 - EXEMPT ACTIVITIES**

**A. Action Not Permitted.**

Notwithstanding any provisions of these Bylaws, no member, Director, officer, employee or representative of the Community Agriculture Alliance shall:

Take any action or carry on any activity by or on behalf of the corporation which is not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its regulations, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

**ARTICLE 8 - AMENDMENTS TO THE BYLAWS**

**A. Board of Directors**

These Bylaws may be amended by a two-thirds vote of the entire Board of Directors, provided that notice of the proposed amendment has been mailed or sent by facsimile or electronic mail to all Directors at least ten days in advance of the meeting. Proxy votes may be submitted if any Board of Directors members are unable to attend.

**ARTICLE 9 - FUNDS**

No funds received by donation, bequest or other similar means shall be diverted from the use to which they may be assigned by the donor or other benefactor, unless such use is contrary to or in conflict with the purposes of the Community Agriculture Alliance.

**ARTICLE 10 - WAIVER OF NOTICE**

Whenever, under the laws of the state of Colorado, or by the provision of these Bylaws, a waiver in writing is signed by persons entitled to such notice, whether before or after the time stated herein, it shall be deemed equivalent to the giving of such notice.

**ARTICLE 11 - INDEMNIFICATION**

Every person who is or shall be or shall have been a Board of Directors member or officer or employee of the organization and his/her personal representative shall be indemnified by the organization against all costs and expenses reasonably incurred by or imposed upon him in connection with or resulting from any action, suit or proceeding to which he/she may be made a party by reason of his/her being or having been a Board of Directors member or officer of the organization or an affiliate thereof, except in relation to such matters as to which he/she shall be finally adjudicated in such action, suit or proceeding to have acted improperly or in bad faith and to have been liable by reason of willful misconduct and/or gross negligence in the performance of his/her duty as such Board of Directors member, officer or employee. "Cost and expenses" shall include, but without limiting the generality thereof, attorney's fees, damages and reasonable amounts paid in settlements.

**ARTICLE 12 - DISSOLUTION**

Upon dissolution, ceasing or terminating activities, operations and/or legal existence, the assets of this organization shall be distributed exclusively to the Routt County 4-H Scholarship Foundation under the provisions of 501(c)3 of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Officers of the Colorado nonprofit corporation known as the Community Agriculture Alliance, does certify that the above and foregoing updates to the Bylaws were duly adopted by the Board of Directors members of the Community Agriculture Alliance, as the Bylaws on the 9th day of November, 2005 and that they now constitute the Bylaws of the Community Agriculture Alliance. The By-laws were updated on the 14<sup>th</sup> day of February, 2007 to include Article 12 and on the 13<sup>th</sup> day of February 2008 to amend Article 3, paragraph A.

ATTEST:

_____ Jo Stanko	Co-chair	_____ Date
_____ Rich Tremaine	Co-chair	_____ Date
_____ Sandra Sherrod	Secretary	_____ Date