

LOWER PLATTE WEED MANAGEMENT ASSOCIATION BYLAWS

ARTICLE I – NAME & PURPOSE

1. Organization Name

The name of this organization shall be the Lower Platte River Weed Management Area Association, hereinafter referred to as the “LPWMA.”

2. Purpose and Goals

- Facilitate cooperation and coordination among all weed management agency land managers and landowners to manage noxious and invasive plant problems in the Lower Platte River Drainage Area.
- Identify funding and resources for noxious and invasive plant management.
- Contract with other organizations and individuals to help control and contain the spread of noxious and invasive plants.
- Develop outreach and education programs to further the efforts of the LPWMA.

ARTICLE II – MEMBERSHIP

1. LPWMA Members

LPWMA’s Members (“Members”) shall consist of a representative from:

- The following Nebraska Counties: Butler County, Cass County, Colfax County, Dodge County, Douglas County, Lancaster County, Platte County, Sarpy County, Saunders County, and Seward County (hereinafter, “Counties”).
- The following Nebraska Natural Resource Districts : Lower Loup NRD, Lower Platte North NRD Lower Platte South NRD, and Papio-Missouri River NRD (hereinafter, “NRDs”)
- LPWMA Counties shall pay annual membership dues in an amount determined by a majority vote of the LPWMA’s Members at the first LPWMA meeting. This amount may be altered thereafter by a majority vote of Members at subsequent LPWMA meetings.

2. LPWMA Affiliates & Honorary Affiliates

The LPWMA will also consist of various Affiliates and Honorary Affiliates (collectively “Affiliates”).

- LPWMA Affiliates shall be private landowners, sportsman’s groups, utilities, municipalities, and other government/non-government entities located within or having interests in the Lower Platte River drainage.

- Any individual or organization may become a LPWMA Affiliate through a majority vote of the LPWMA Members at a regular or special LPWMA meeting where a quorum is present.
- LPWMA Affiliates shall pay annual membership dues in an amount determined by a majority vote of the LPWMA's Members at the first LPWMA meeting. This amount may be altered thereafter by a majority vote of Members at subsequent LPWMA meetings.
- LPWMA Honorary Affiliates shall not be required to pay annual membership dues, but shall otherwise have all privileges and responsibilities of LPWMA Affiliates.
- The LPWMA shall not limit the number of Affiliates in the organization.

ARTICLE III: MEETINGS & VOTING

1. Meetings

- Regular LPWMA meetings will be held monthly.
- Special LPWMA meetings, outside of regular meetings, may be called as deemed necessary by the President and/or at least four LPWMA Members. Notice of special meetings shall be sent to Members and Affiliates as early as is practicable.
- Each LPWMA meeting shall have a prepared agenda and such agenda shall be sent (electronically or otherwise) to all Members and Affiliates no later than five (5) days prior to regular meeting dates and as early as is practicable prior to special meetings.
- Members and Affiliates may raise issues pertinent to the LPWMA and its objectives during any regular or special meeting, and these issues will be added to the agenda as being up for a discussion and/or a vote at the next regular or special meeting.
- The LPWMA President shall preside over LPWMA meetings and ensure that meetings run smoothly.
- Rules governing all meetings will conform to these Bylaws, and these Bylaws shall be available for inspection at each meeting.

2. Voting

LPWMA Members shall vote on any contentious matter that comes before the LPWMA.

- Only LPWMA Members (as designated in the LPWMA Interlocal Agreement) shall have voting powers.
- LPWMA Affiliates shall have no voting powers, but will be encouraged to participate in regular and special meetings to voice concerns and/or give advice on issues that affect the LPWMA.
- At any regular or special LPWMA meeting, the presence of at least fifty percent (50%) of the Members must be represented either in person or by proxy to constitute a quorum on any matter.

- In the absence of a quorum, a meeting may be adjourned by vote of a majority of the Members present, in person or in proxy, without notice other than by announcement at the meeting and without further notice to any absent Members or Affiliates.

ARTICLE IV: OFFICERS

The Officers of the LPWMA shall be the President, the Vice President, the Treasurer, Secretary, and any other office created under the provisions of these Bylaws.

1. Election, Term of Office, & Removal

- LPWMA Officers shall be elected biannually by a majority vote of the Members at the first regular meeting of each odd-numbered calendar year where a quorum is present.
- Only LPWMA Members or Affiliates may be a LPWMA Officer.
- Any two or more offices may be held by the same person, except the offices of President / Secretary and President / Vice President.
- New offices may be created and filled by a majority vote of Members at any regular or special meeting.
- Each Officer shall hold office for a period of two (2) years, or until his or her successor shall have been duly appointed.
- Any Officer may be removed by a majority vote of the Members whenever the best interests of LPWMA would be served thereby.

2. Officer Positions

- **President**-The President shall preside at all meetings and shall perform all duties incident to this office and assigned to him or her by the Members. The President shall supervise and have general control over all the business and affairs of the LPWMA. The President may sign contracts or other instruments that the Members have authorized to be executed.
- **Vice President** -In the absence of the President or in the event of his or her inability to act, the Vice President shall perform the duties of the President, and when so acting, shall have all of the powers of and be subject to all of the restrictions of the President. The Vice President shall perform such other duties as may be from time to time assigned to him or her by the President or by the Members.
- **Treasurer**- The Treasurer shall work with the Papio-Missouri NRD to administer all LPWMA funds received from any source whatsoever. The Treasurer may sign contracts or other instruments that the Members have authorized to be executed. If required by the Members, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Members shall determine.
- **Secretary** - The Secretary shall keep the minutes of all LPWMA meetings, prepare the agenda for each regular and special meeting, and see that all notices are duly given in

accordance with the provisions of these Bylaws. The Secretary shall be custodian of LPWMA records.

- **Other Offices** - New offices may be created and filled by a majority vote of Members at any regular or special meeting.
- **Delegation of Duties** - Whenever an Officer is absent or whenever, for any reason, the Members may be deem it advisable, the powers and duties of an Officer may be delegated to any other Member, Officer, or Affiliate.

ARTICLE V: FINANCES

1. The Papio-Missouri NRD will serve as the financial custodian for the LPWMA and will administer all LPWMA's financial resources. Thus, the Papio-Missouri NRD shall have the authority to enter into any contract or to execute and deliver any instrument in the name of or on behalf of the LPWMA. The LPWMA President and the Treasurer shall also have such authority. A majority vote of LPWMA Members at any Regular or Special LPWMA meeting may authorize any LPWMA Member(s), Officer(s), or Affiliate(s) to enter into any contract or to execute and deliver any instrument in the name of or on behalf of the LPWMA. Such authority may be general or confined to specific instances.

2. Before a prospective contract is executed, it must be approved by a majority vote of LPWMA Members at a Regular or Special LPWMA meeting. Contracts with "vendors" shall carry insurance and contractual protections that hold the LPWMA, Counties, and NRDs harmless from any damages due to negligent or intentional acts of the vendors. Each LPWMA Member shall have the option to decline to enter into any contract.

3. The Papio-Missouri NRD shall keep a complete set of books and financial records for the LPWMA. All LPWMA books and financial records may be inspected by any LPWMA Member for any proper purpose at any reasonable time.

ARTICLE VI - CALENDAR YEAR

The LPWMA calendar year shall begin on January 1 and shall end on December 31.

ARTICLE VII- AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a two-thirds (2/3) vote of the Members present, in person or in proxy, at any regular or special meeting at which a quorum is present, if at least ten (10) days written notice is given to all Members of an intention to alter, amend, repeal, or adopt new Bylaws at such meeting.

These Bylaws may be executed in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the administrative entity.

Nebraska Counties:

Butler County

Cass County

Colfax County

Dodge County

Douglas County

Lancaster County

Sarpy County

Saunders County

Seward County

Platte County

Nebraska Natural Resource Districts:

Lower Loup NRD

Lower Platte North NRD

Lower Platte South NRD

Papio-Missouri River NRD

All parties have signed this document, and the foregoing Bylaws were adopted by a majority vote of the Members on the _____ day of _____, 2017.

LOWER PLATTE WEED MANAGEMENT AREA ASSOCIATION INTERLOCAL AGREEMENT

This Lower Platte Weed Management Area Association Interlocal Agreement (the “Agreement”) is entered into between the following parties:

1. Nebraska Counties: Butler County, Cass County, Colfax County, Dodge County, Douglas County, Lancaster County, Platte County, Sarpy County, Saunders County, and Seward County. (hereinafter, “Counties”).
2. Nebraska Natural Resource Districts (NRDs): Lower Loup NRD, Lower Platte North NRD Lower Platte South NRD, and Papio-Missouri River NRD

These parties shall constitute the Members of the Lower Platte Weed Management Area Association (hereinafter referred to as the “LPWMA”). Hereinafter, a LPWMA Member may be referred to as a “Member” or a “Party” singularly. All LPWMA Members may also be referred to as “Members” or “Parties” collectively. This Agreement shall replace the 2006 Weed Control Agreement between the Parties.

ARTICLE I: PURPOSE AND GOALS

The goals of the LPWMA are as follows:

1. Facilitate cooperation and coordination among all weed management agency land managers and landowners to manage noxious and invasive plant problems in the Lower Platte River Drainage Area. Map of the Lower Platte River Drainage Area attached as Exhibit A.
2. Identify funding and resources for noxious and invasive plant management.
3. Contract with other organizations and individuals to help control and contain the spread of noxious and invasive plants.
4. Develop outreach and education programs to further the efforts of the LPWMA.

ARTICLE II: ORGANIZATION / ADMINISTRATION / DUES

1. This Agreement does NOT create a separate legal entity. The existing LPWMA Members shall remain independent political subdivisions organized and existing under the laws of the State of Nebraska.
2. The Papio-Missouri River NRD shall serve as the administering entity of the LPWMA.

3. All LPWMA Counties and LPWMA Affiliates shall pay annual membership dues in an amount determined by a majority vote of the LPWMA's Members at the first LPWMA meeting. This amount may be altered thereafter by a majority vote of Members at subsequent LPWMA meetings.

ARTICLE III: CONTRACTING / FINANCES

1. The Papio-Missouri NRD will serve as the financial custodian for the LPWMA and will administer all LPWMA's financial resources. Thus, the Papio-Missouri NRD shall have the authority to enter into any contract or to execute and deliver any instrument in the name of or on behalf of the LPWMA. The LPWMA President and the Treasurer shall also have such authority. A majority vote of LPWMA Members at any Regular or Special LPWMA meeting may authorize any LPWMA Member(s), Officer(s), or Affiliate(s) to enter into any contract or to execute and deliver any instrument in the name of or on behalf of the LPWMA. Such authority may be general or confined to specific instances.

2. Before a prospective contract is executed, it must be approved by a majority vote of LPWMA Members at a Regular or Special LPWMA meeting, as discussed in the LPWMA Bylaws. Contracts with "vendors" shall carry insurance and contractual protections that hold the LPWMA, Counties, and NRDs harmless from any damages due to negligent or intentional acts of the vendors. Each LPWMA Member shall have the option to decline to enter into any contract.

3. The Papio-Missouri NRD shall keep a complete set of books and financial records for the LPWMA. All LPWMA books and financial records may be inspected by any LPWMA Member for any proper purpose at any reasonable time.

ARTICLE IV: RIGHTS, OBLIGATIONS, AND DUTIES OF MEMBERS

Each LPWMA Member agrees to:

1. Budget appropriate funds to support the respective activities of the LPWMA.
 - a. It is understood that grant dollars, if obtained, may be reimbursed to an individual LPWMA Member for approved expenses.
 - b. This agreement will not and shall not commit any funds beyond a Member County or NRD's weed control budget without prior written approval from that Member.
2. Cooperate with federal, state, and local agencies and jurisdictions.

3. Enter into a contract(s) with a service provider(s) in order to complete the work of the LPWMA, consistent with the goals and objectives of the LPWMA. All contracts be approved by a majority vote of LPWMA members at a Regular or Special LPWMA meeting before executed.
4. Actively pursue grant funding at a federal, state, and local level in order to support the activities of the LPWMA.
5. Actively recruit LPWMA Affiliates and Honorary Affiliates (as described in the LPWMA Bylaws) that share the LPWMA's goals.
6. Keep and maintain records, in a method, location, and for a time period satisfactory to the other Members, necessary to determine that each Member is in compliance with the terms of this Agreement. Each Member shall have the right to audit and examine such records during usual business hours upon reasonable and advance notice to the others.

ARTICLE V: TERM / TERMINATION

1. This Agreement shall be in full force and effect starting on the date it is executed. This Agreement shall be considered executed when it is signed by an authorized representative from all Member organizations.
2. The duration of this Agreement shall be perpetual and will exist until the Agreement is terminated via the process described below.
3. Except as may be specified elsewhere in this Agreement, any Member shall have the right to withdraw from this Agreement given sixty (60) days written notice.
4. This Agreement may be terminated for any reason upon a 2/3 vote of existing Members, in person or by proxy, at any regular or special LPWMA meeting. Such termination shall take effect sixty (60) days after the vote to terminate this Agreement succeeds.

ARTICLE VI: BYLAWS

The LPWMA Bylaws shall govern the general course of LPWMA business. A copy of these Bylaws shall be present at every regular and special LPWMA meeting.

ARTICLE VII: AMENDMENT / MERGER

1. This Agreement may be amended by 2/3 vote of existing Members, in person or by proxy, at any regular or special LPWMA meeting. Adding or removing Members from the LPWMA shall be considered an amendment under this provision.
2. This Agreement and the LPWMA Bylaws, attached as Exhibit B, contain the entire agreement of the Parties. No additional representations, written or otherwise, were made or relied upon by any Party to this Agreement other than those that are expressly set forth herein.
3. In the event of a conflict between this Agreement and the LPWMA Bylaws, this Agreement shall control.

ARTICLE VIII: ASSIGNMENT / DELEGATION

No Member shall assign this Agreement or any right or obligation contained herein without unanimous written approval from the other Members.

ARTICLE IX: NOTICE

The Members hereto expressly agree that, for purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individual at the corresponding address shall be authorized representative of the Members:

Papio-Missouri Natural Resource District
Attention: General Manager
8901 South 154th Street
Omaha, NE 68138

ARTICLE X: AGENTS

The Member from the Papio-Missouri NRD shall serve as an agent of the LPWMA, having the authority to, among other things, enter into any contract or to execute and deliver any instrument in the name of or on behalf of the LPWMA. In addition, the LPWMA President and the Treasurer (as discussed in the LPWMA Bylaws) shall act as LPWMA agents. A majority vote of the Members may authorize any LPWMA Member(s), Officer(s), or Affiliate(s) to act as an agent for the LPWMA. Such authority may be general or confined to specific instances.

ARTICLE XI - CALENDAR YEAR

The LPWMA calendar year shall begin on January 1 and shall end on December 31.

ARTICLE XII: LEGAL PROVISIONS

1. Indemnification – Each LPWMA Member agrees to indemnify, defend, and hold harmless other Members from any and all liability, expense, cost, attorney’s fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue to the extent it is caused by the negligent acts or omissions of the indemnifying Member, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Member gives the indemnifying Member prompt, written notice of any such claim, suit, demand or cause of action. The other Member shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. This indemnification provision is not the equivalent of purchasing liability insurance and it is not intended to be a waiver of any Member’s sovereign immunity under Nebraska law.

2. Independent Legal Representation – This Agreement does not create a separate legal entity, and each Member shall provide for its own legal representation in the event of a dispute among LPWMA Members or between the LPWMA and any third party.

3. Notice of Legal Matter – LPWMA Members shall provide prompt written notice to all other LPWMA Members via certified mail if it becomes involved in a legal issue that will affect any other member or the LPWMA as a whole.

4. Dispute Resolution- Any dispute arising out of or relating to this Agreement between LPWMA Members shall be reduced to writing and delivered to all other Members. As soon as possible thereafter, the Member’s authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the commencement of any formal legal proceeding, the Members must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Members shall act in good faith to perform their respective duties described herein. If the Members are unable to resolve their dispute using the process described above, a Party may commence a legal action against the other Party.

5. Legal Compliance - Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state, local and federal laws, and all existing and applicable rules and regulations.

6. Applicable Law / Venue - Nebraska law will govern the terms and performance under this Agreement. The venue for any action under this Agreement for any non-federal legal proceeding shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

ARTICLE XIII: GENERAL PROVISIONS

1. Joint Work Product: Although the Parties to this Agreement do not share legal representation, this Agreement itself is the joint work product of all Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

2. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. The Parties further recognize that this Agreement shall be subject to amendments in laws and regulations and to new laws and regulations. Any law or regulation that invalidates, or is otherwise inconsistent with the terms of this Agreement or that would cause one or both Parties to be in violation of the law or regulation, shall be deemed to have superseded the terms of this Agreement, provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible. Any law or regulation that supplements the abilities of either Party to perform its obligations under this Agreement shall be deemed incorporated within this Agreement if such incorporation may be accomplished without amendment to this Agreement.

3. Captions: The captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

4. New Employee Work Eligibility Status: The Parties hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

5. No Waiver: The failure of any Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the

same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by any Party which is it not obligated to do hereunder shall not be deemed to impose any obligation upon any Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

6. Nondiscrimination: The Parties, in the performance of this Agreement, shall not discriminate in violation of Federal or State law or local ordinances. In accordance with state and federal law, the Parties shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, age, religion, sex, disability, national origin or similar protected status of the employee or applicant.

7. Drug Free Policy: The Parties agree to establish / maintain a drug free workplace policy.

8. Third Party Rights: This Agreement does not create any third-party rights for those who are not a Party to this Agreement.

9. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the administrative entity.

This Lower Platte Weed Management Area Association Interlocal Agreement shall be executed when it is signed by all of the following Parties:

Nebraska Counties:

Butler County

Cass County

Colfax County

Dodge County

Douglas County

Lancaster County

Sarpy County

Saunders County

Seward County

Platte County

Nebraska Natural Resource Districts:

Lower Loup NRD

Lower Platte North NRD

Lower Platte South NRD

Papio-Missouri River NRD

All Parties listed above have signed, and this Agreement is officially executed as of this _____ day of _____, 2017.

EXHIBIT A

MAP OF THE LOWER PLATTE WEED MANAGEMENT AREA

