

**BYLAWS OF
THE MISSISSIPPI DELTA NATIONAL HERITAGE AREA PARTNERSHIP, INC.
A MISSISSIPPI NON-SHARE, NON-PROFIT CORPORATION**

**ARTICLE I.
NAMES AND OFFICES**

Section 1.01 Name. The name of the corporation is the Mississippi Delta National Heritage Partnership, Inc., a Mississippi non-share, non-profit corporation (hereinafter referred to as the “Partnership”).

Section 1.02 Principal Office. The principal office of the Partnership shall be located at The Delta Center for Culture and Learning, DSU Box 3152, 1003 West Sunflower Road, Ewing Hall, Suite 103, Cleveland, Mississippi 38733. The Board of Directors may change the location of the principal office from time to time.

Section 1.03 Registered Office. The Partnership shall have and continuously maintain, in the State of Mississippi, a registered office, and a registered agent whose office is identical to the registered office, as required by the Mississippi Nonprofit Corporation Act. The registered agent shall be an individual resident of the State of Mississippi or a corporation, whether profit or not for profit, authorized to transact business in the State of Mississippi. The registered office may be, but need not be, identical with the principal office in the State of Mississippi. The address of the registered office may be changed from time to time by the Board of Directors.

Section 1.04 Additional Offices. The Partnership may also have offices at such other places, either within or without the State of Mississippi, as the Board of Directors may from time to time deem appropriate.

**ARTICLE II.
DEFINITIONS**

In these Bylaws:

Section 2.01 Act. The term “Act” means the Omnibus Federal Land Management Act of 2009, Public Law 111-11, Title VIII, § 8008 (adopted March 30, 2009), 123 Stat. 1267, codified as 16 U.S.C. 461, *et seq.*

Section 2.02 Board. The term “Board” or “Board of Directors” means the Board of Directors of the Partnership.

Section 2.03 Heritage Area. The term “Heritage Area” means the Mississippi Delta National Heritage Area established by Section 8008(b)(1) of the Act. The Heritage Area shall include all counties in the State that contain land located in the Alluvial Flood Plain of the Mississippi Delta, including Bolivar, Carroll, Coahoma, Desoto, Holmes, Humphreys, Issaquena, Leflore, Panola, Quitman, Sharkey, Sunflower, Tallahatchie, Tate, Tunica, Warren, Washington and Yazoo Counties in the State.

Section 2.04 Management Plan. The term “Management Plan” means the management plan for the Heritage Area as developed under Section 8008(d) of the Act.

Section 2.05 Map. The term “Map” means the map entitled “Mississippi Delta National Heritage Area” No. P13/80000, dated April 2008, as identified in Section 8008(a)(5) of the Act. The Map shall be on file and available for public inspection in the Office of the Director of the National Park Service with one or more duplicates maintained at the registered office of the Partnership.

Section 2.06 Officer. The term “Officer” shall mean an officer of the Partnership provided for and elected by the Board in accordance with Article VII.

Section 2.07 Secretary of the Interior. The term “Secretary of the Interior” means the Secretary of the Interior of the United States of America.

Section 2.08 State. The term “State” means the State of Mississippi.

ARTICLE III. PURPOSES AND DUTIES

Section 3.01 Charitable, Educational and/or Scientific Purposes. The general purposes for which the Partnership is organized are exclusively charitable, educational and/or scientific within the intent of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) (or the corresponding provision of any future United States Internal Revenue Law). The Partnership shall not possess or exercise any power or authority either expressly, by interpretation, or by operation of law, that will prevent the Partnership at any time from qualifying and continuing to qualify as a corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law); nor shall the Partnership engage directly or indirectly in any activity which would cause the loss of such qualification.

Section 3.02 Specific Purposes. The primary charitable and educational mission of the Partnership is to conserve, interpret and promote the Heritage Area and, by so doing, to achieve historical understanding, preserve historically significant places, structures and objects, encourage economic development and further the education and general welfare of the people of the Heritage Area and of the American public. The Partnership shall serve as the local coordinating entity for the Heritage Area, as designated by Section 8008(b)(4)(a) of the Act. In furtherance of the foregoing, the Partnership shall develop and implement the Management Plan of the Heritage Area, as developed by the Partnership and adopted by the Secretary of the Interior, as provided in Section 8008(d) of the Act (the “Plan”). In order to preserve the Heritage Area’s historical and cultural resources and to establish a structure within which the activities of development and operation of the Heritage Area can be fulfilled, the Partnership may also direct and coordinate the diverse development, programming, educational and interpretive activities in the Heritage Area which may include, but not be limited to:

(a) to coordinate and assist institutional and community efforts to preserve and interpret selected sites, structures, artifacts, documents and living cultural traditions that will

tell the story of the Heritage Area's history, traditions, music, literature and cultural heritage and promote regional pride;

(b) to encourage historic, cultural and recreational projects which contribute to the economic revitalization of the Heritage Area and which complement other public and private sector initiatives and bring additional resources to the Heritage Area;

(c) to conserve and interpret technological, social, cultural and community resources that explain the role of the Heritage Area in the agricultural, industrial and commercial development of the State and the Nation;

(d) to focus on the human dimension by developing an understanding and appreciation of the cultural diversity of the Heritage Area;

(e) to establish, maintain, operate and interpret historic, cultural, economic and recreational sites, buildings and/or land leased to or owned by the Partnership, or manage such sites for others;

(f) to research and document the Heritage Area's history and culture for the purposes of developing public and educational interpretive programs and producing scholarly publications and to hold meetings and other activities for the instruction and information of the public;

(g) to promote the conservation of artifacts and archives at discrete historic and cultural sites, and to develop a regional center for the documentation, collection, physical conservation and research of artifacts and archives of the Heritage Area's history and cultural heritage;

(h) to promote the conservation of intangible cultural heritage associated with living ethnic, occupational, religious, familial and regional traditions in individual communities and to develop a regional center for documentation, research, archives, interpretive and educational outreach programs on the region's intangible cultural heritage;

(i) to cooperate with federal, state and local governments, educational institutions, including schools, colleges and universities, and private citizens and organizations in institutional and community efforts to conserve natural and recreational resources of the Heritage Area;

(j) to acquire and accept donations of money, real property or other property including, but not limited to, artifacts, manuscripts and documents for the above purposes;

(k) to discover, purchase, commission or otherwise procure, publish and in any other way conserve the writings, newspapers, blueprints, maps, journals, music, physical and performing arts and the like which shed light on the Heritage Area's history and culture;

(l) to accept and administer grants and loans from federal, state and local agencies and foundations and to make grants and loans in furtherance of the above-enumerated purposes; and

(m) to do all other acts permitted to be done by an organization exempt from taxation under Section 501(c)(3) of the Code (or the corresponding provisions of any future United States Internal Revenue Law). Solely for the above purposes, the Partnership is empowered to perform every act necessary and proper to accomplish its purposes and to exercise all rights and powers conferred by the laws of the State of Mississippi upon not-for-profit corporations, including, but without limitations thereon, the right and power to solicit and receive the gifts, bequests and contributions in any form, to collect dues and to use, apply, invest and reinvest the principal and/or income therefrom or to distribute the same for the above purposes.

Section 3.03 Limitations on Activities. No part of the net earnings of the Partnership shall inure to the benefit of, or be distributable to its members, directors, trustees, Officers, Directors or other private persons, except that the Partnership shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein; provided however, the foregoing notwithstanding, all or part of the net earnings of the Partnership may be transferred to an organization which is itself an organization a corporation exempt from federal income tax under Section 501(c)(3) of the Code (or the corresponding provisions of any future United States Internal Revenue Law), to be held and used by such tax-exempt organization in furtherance of its tax-exempt activities and not otherwise. No substantial part of the activities of the Partnership shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Partnership shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision in the Partnership's articles of incorporation or these bylaws, the Partnership shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code (or the corresponding provisions of any future United States Internal Revenue Law) or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code (or the corresponding provisions of any future United States Internal Revenue Law).

Section 3.04 Duties of Partnership. To further the purposes of the Heritage Area, the Partnership shall:

(a) prepare and submit to the Secretary of the Interior, in accordance with Section 8008(d) of the Act, a Management Plan for the Heritage Area;

(b) assist units of local government, regional planning organizations and nonprofit organizations in implementing the approved Management Plan by:

(i) carrying out programs and projects that recognize, protect and enhance important resource values within the Heritage Area;

(ii) establishing and maintaining interpretive exhibits and programs within the Heritage Area;

(iii) developing recreational and educational opportunities in the Heritage Area;

(iv) increasing public awareness of and appreciation for natural, historic, scenic and cultural resources of the Heritage Area;

(v) protecting and restoring historic sites and buildings in the Heritage Area that are consistent with the themes of the Heritage Area; and

(vi) ensuring that signs identifying points of public access and sites of interest are posted throughout the Heritage Area.

Section 3.05 Authorization of Use of Federal Funds. The Partnership may, subject to prior approval of the Secretary of the Interior, for the purposes of preparing and implementing the Management Plan, use Federal funds made available under the Act and other Federal laws and appropriations to:

(a) make grants to the State, political subdivisions of the State, nonprofit organizations and other persons;

(b) enter into cooperative agreements with, or provide technical assistance to, the State, political subdivisions of the State, nonprofit organizations, public and private tax exempt schools, colleges and universities, Federal agencies and other interested parties;

(c) hire and compensate staff;

(d) obtain funds or services from any source, including funds and services provided under any other Federal law or program;

(e) contract for goods or services; and

(f) support activities of partner, non-profit or governmental organizations and any other activities that further the purposes of the Heritage Area and are consistent with the approved management plan.

Section 3.06 Prohibition on Acquisition of Real Property. The Partnership may not use Federal funds received under Section 8008 of the Act to acquire any interest in real property.

Section 3.07 Other Funds. The Partnership may use funds received from sources other than Federal funds for the same or similar purposes as permitted under Section 3.05 with respect to Federal funds or any other manner permitted by the source of such funds and these Bylaws.

Section 3.08 Staff. The Board shall have the authority to employ any services and staff that are determined to be necessary by a majority vote of the Board of Directors. Such staff may include an Executive Director retained by the Partnership to manage the operations of the Partnership. The duties, responsibilities and compensation of any Executive Director and any other full-time employee shall be set forth in a written employment agreement approved by the Board of Directors.

**ARTICLE IV.
MEMBERSHIP**

Section 4.01 Non-Member Corporation. Pursuant to Section 175 of the Mississippi Nonprofit Corporation Act, the Partnership shall have no members and shall issue no stock or shares of interest.

**ARTICLE V.
DIRECTORS**

Section 5.01 General Powers. The Board of Directors shall be the governing body of the Partnership. The business of the Partnership shall be managed by the Board of Directors, provided that the Board of Directors hereby delegates authority to an Executive Director the authority to perform all acts that are not by law, by the Articles of Incorporation or these Bylaws required to be exercised or performed by the Partnership's Directors, provided that this delegated authority shall not include the adoption of the Partnership's annual budget, nor the hiring, termination and determination of the compensation and terms and conditions of the Executive Director, nor any other matters which the Board reserves to its exclusive authority. The Board of Directors shall not have the power or authority to take any action which would jeopardize the tax exempt status of the Partnership under state or federal law.

Section 5.02 Composition of Board. As mandated by Section 8008(b)(1)(4)(B) of the Act, the Partnership shall be governed by a Board of Directors composed of fifteen (15) members appointed by appointing authorities as set forth in Section 8008(b)(4)(B) of the Act (the "Appointing Authorities") as follows:

- (a) One (1) member shall be appointed by Delta State University, a public university of the State of Mississippi, acting through its President;
- (b) One (1) member shall be appointed by Mississippi Valley State University, a public university of the State of Mississippi, acting through its President;
- (c) One (1) member shall be appointed by Alcorn State University, a public university of the State of Mississippi, acting through its President;
- (d) One (1) member shall be appointed by the Delta Foundation, Inc., a not-for-profit corporation organized under the laws of the District of Columbia, with its principal office in the City of Greenville, Mississippi, acting through its Executive Director;
- (e) One (1) member shall be appointed by the Smith Robertson Museum and Cultural Center, a Mississippi not-for-profit corporation with its principal offices in the City of Jackson, Mississippi, acting through its Board of Directors;
- (f) One (1) member shall be appointed by the Governor of the State of Mississippi;

(g) One (1) member shall be appointed by Delta Council, a not-for-profit corporation organized under the laws of the State of Mississippi with its principal office in the Town of Stoneville, Mississippi, acting through its President;

(h) One (1) member shall be appointed by the Mississippi Arts Commission, a public body of the State of Mississippi, acting through its Board of Commissioners;

(i) One (1) member shall be appointed by the Mississippi Department of Archives and History, a public body of the State of Mississippi, acting through its Board of Trustees;

(j) One (1) member shall be appointed by the Mississippi Humanities Council, a not-for-profit corporation organized under the laws of the State of Mississippi with its principal office located in the City of Jackson, Mississippi, acting through its Board of Directors;

(k) Five (5) additional members shall be appointed for two (2) year staggered terms by the Boards of Supervisors of the counties within the Heritage Area with terms, as follows:

(1) one (1) director shall be appointed by the Boards of Supervisors of Tunica, Tate, Desoto and Panola Counties (District 1);

(2) one (1) director shall be appointed by the Boards of Supervisors of Bolivar, Coahoma, Quitman and Tallahatchie Counties (District 2);

(3) one (1) director shall be appointed by the Boards of Supervisors of Holmes, Humphreys, Leflore and Carroll Counties (District 3);

(4) one (1) director shall be appointed by the Boards of Supervisors of Washington, Sunflower and Issaquena Counties (District 4); and

(5) one (1) director shall be appointed by the Boards of Supervisors of Warren, Yazoo and Sharkey Counties (District 5).

In order to create staggered terms, the initial Directors appointed from Districts 1, 2 and 3 shall serve an initial term of one (1) year and, thereafter, such Directors shall serve terms of two (2) years. All initial and subsequent Directors appointed from Districts 4 and 5 shall serve two (2) year terms. All Directors shall be eligible for reappointment to successive terms at the discretion of their respective Appointing Authorities.

Section 5.03 Terms. With the exception of the Board members appointed for the initial staggered terms, as provided in Subsection 5.02(k) above and subject to Section 5.05 below, each member of the Board shall be appointed for a term of two (2) years or until a replacement is appointed and qualified.

Section 5.04 Removal or Resignation. All Directors shall serve at the pleasure of their respective Appointing Authorities. A director may be removed, with or without cause at any time, by the Appointing Authority which appointed that Director by written notice to the

Chairperson. Any director may resign by giving written notice to the Chairperson. Unless otherwise specified in such notice, the resignation shall take effect upon delivery to the Chairperson. A resignation need not be accepted in order to become effective. In the absence or unavailability of the Chairperson, such notices shall be delivered to the Vice Chairperson and in the absence or availability of the Chairperson and the Vice Chairperson, to the Secretary/Treasurer.

Section 5.05 Compensation. No Director shall receive any compensation for services rendered in such capacity, except that the Board of Directors may by resolution provide for the reimbursement of the actual travel and lodging expenses incurred by the performance and the duties of the Director to the extent provided by such resolution.

Section 5.06 Rights, Powers and Responsibilities. The Directors may enjoy and exercise all of the rights, powers and privileges and shall perform and discharge all the responsibilities and obligations and shall assume, as applicable, all of the liabilities, all as expressed and contained in Sections 79-11-101 et seq. of the Mississippi Code of 1972, as amended, and Mississippi law, and shall function within the restrictions and limitations therein and herein set forth and thereby and hereby imposed.

Section 5.07 Attendance at Meetings. Directors are expected to attend all Annual, Regular and Special Meetings of the Board unless the Director is unable to attend due to illness, family emergency or other good cause. Whenever a Director misses two (2) or more consecutive duly called meetings of the Board (unless excused in advance by the Chairperson), the Secretary/Treasurer shall send a written notice of the Director's absence to that Director and to that Director's appointing authority.

Section 5.08 Residency. Any provision in these Bylaws notwithstanding, at all times, at least seven (7) of the Directors must be residents of the Heritage Area. In the event that the appointments by the Appointing Authorities do not achieve a board composition complying with this requirement, the Chairperson shall notify the Board and all appointing authorities and request that one or more appointing authorities change their appointment, so as to bring the Board into compliance with this Section of the Bylaws and with Section 8008(b)(4)(B)(II) of the Act.

ARTICLE VI.

MEETINGS OF DIRECTORS

Section 6.01 Annual Meeting. The annual meeting of the Board of Directors shall be held each year at the principal office of the Partnership or at such other place fixed by the Board of Directors on such date and time as is fixed by the Board of Directors.

Section 6.02 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as may be established by the Board of Directors or in the absence of establishment of the schedule for regular meetings by the Board, the Chairperson shall set the time and place for meetings. Unless otherwise determined by a majority vote of the Board, the Board shall hold not less than four (4) meetings in each calendar year, including the Annual Meeting and not less than three (3) regular meetings.

Section 6.03 Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chairperson. Special meetings shall be called (a) by the Chairperson or (b) by the Secretary/Treasurer on the written request of a majority of the entire Board of Directors. The Secretary/Treasurer shall give written notice to each Director of special meetings at least five (5) days before the date of said meeting, if possible, or, if five (5) day's written notice is not possible, as of the date the special meeting is called, then by telephone or electronic mail notice to each Director at least twenty-four (24) hours before the special meeting.

Section 6.04 Notice of Meeting. The Secretary/Treasurer shall give, or cause to be given, written notice to each Director of each annual or regular meeting at least five (5) days before the meeting and shall give notice of special meetings at least two (2) days before the date of the special meeting or by hand delivery, telephone, facsimile or electronic mail notice to each Director at least twenty-four (24) hours before the special meeting. Such notice shall state the date, time and place of the regular or special meeting. The notice of any meeting of the Board of Directors at which any amendment to the Bylaws of the Partnership is to be considered must contain the text or an accurate summary of the text of such proposed amendment. Any Director may waive notice of any meeting in writing signed by the Director and filed with the minutes or corporate records. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, and the objecting Director does not vote for or assent to action taken at a meeting.

Section 6.05 Quorum and Adjournments. At all meetings of the Board of Directors a majority of the Directors then duly appointed and serving shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or these Bylaws. If a quorum is not present at a meeting of the Board of Directors, one-third of the Directors present may adjourn the meeting from time to time and from place to place, without notice, other than announcement at the meeting at which the adjournment is taken, until a quorum shall be present. At all meetings of the Board of Directors, each Director shall have one vote.

Section 6.06 Presiding Officer and Secretary of the Meeting. The Chairperson shall preside at all meetings of the Board of Directors. If the Chairperson is not present, then the Vice Chairperson shall preside. If neither the Chairperson nor the Vice Chairperson is present, then a Director chosen by the Directors who are present shall preside. The Secretary/Treasurer shall act as secretary of the meeting. If the Secretary/Treasurer is not present, then a person chosen at the meeting by the Chairperson or other person presiding shall act as secretary of the meeting. [The secretary of a meeting may use the services of an employee of the Partnership or other person to record and transcribe the proceedings at the meeting and to produce minutes of the meeting.](#)

Section 6.07 Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent to such action, setting forth the action so taken, is signed by a number of members of the Board of Directors equal to or in excess of a quorum of Directors, and such written consent is filed with the minutes of its proceedings.

Section 6.08 Meetings by Telephone or Similar Communications Equipment. Any member or members of the Board of Directors may participate in a meeting of the Board of Directors by means of conference telephone or similar communications equipment which permits all Directors participating in the meeting hear each other, and participation in a meeting by such means shall constitute presence of any such director at such meeting.

Section 6.09 Minutes. Not later than sixty (60) days after each meeting of the Board of Directors and not later than the time at which notice of the next meeting of the Board is given as provided in Article VI of these Bylaws, the Board, through the Secretary/Treasurer or the Executive Director, if any has been appointed, shall distribute the minutes of the meeting to (a) all Board members, (b) all members of Boards of Supervisors in the Heritage Area and (c) any person requesting in writing a copy of Board minutes. The distribution shall be by U.S. Mail, courier service or electronic means of distribution as directed by the Board.

Section 6.10 Presumption of Assent. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless (1) he objects at the beginning of the meeting, or promptly upon his arrival; (2) his dissent or abstention from action taken is entered in the minutes of the meeting; or (3) he delivers written notice of dissent or abstention to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary/Treasurer immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 6.11 Rules of Order. Meetings of the Board of Directors shall be conducted in accordance with the most recent edition of *Roberts Rule of Order Newly Revised*. The Chairperson or other presiding Officer, in his or her discretion, may appoint a parliamentarian for any meeting of the Board.

ARTICLE VII. OFFICERS

Section 7.01 Designation. The Officers of the Partnership shall include a Chairperson, a Vice Chairperson and a Secretary/Treasurer, each of whom shall be elected by the Board of Directors at each year's Annual Meeting from among the current members of the Board. An individual may simultaneously hold more than one (1) office in the Partnership. The Board may combine the duties of two or more Officers.

Section 7.02 Term of, and Removal from, Office. Officers shall be elected at the initial meeting of the Board of Directors and thereafter at each Annual Meeting of the Board in odd number years. Each Officer of the Partnership shall hold office for a term of two (2) years, or until his or her successor is elected. All Officers may be re-elected for additional two (2) year terms. Any Officer may be removed, with or without cause, at any time by the Board of Directors by a majority vote at any meeting of the Board, excluding the vote of the Director who is the subject of the vote of removal. Such removal shall not affect any Officer's rights under any employment contract such Officer may have with the Partnership. Election or appointment of an Officer shall not of itself create contract rights between the Officer and the Partnership. Any Officer may resign at any time by delivering written notice to the Partnership. Such notice is

effective when it is delivered unless the notice specifies a later date. Any vacancy occurring in any office of the Partnership may be filled for the unexpired term by the Board of Directors.

Section 7.03 Chairperson. The Board of Directors shall elect from the members of the Board a Chairperson who shall be the presiding officer of the Partnership. The Chairperson shall preside over meetings of the Board and the Executive Committee. The Chairperson shall supervise the activities of the Executive Director. The Chairperson shall have executive powers appropriate to the office of a presiding officer, as well as the specific powers conferred by these Bylaws. The Chairperson shall also have and may exercise such further powers and duties as from time to time may be prescribed by the Board of Directors.

Section 7.04 Vice Chairperson. The Vice Chairperson shall be elected by the Board of Directors from among the Members of the Board, and shall, in the absence of the Chairperson or in the event of the Chairperson's death, disability, resignation or removal from office, perform the duties and exercise the powers of the Chairperson until a permanent replacement of the Chairperson is elected by the Board. The Vice Chairperson shall generally assist the Chairperson and perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 7.05 Secretary/Treasurer. The Secretary/Treasurer shall be elected by the Board of Directors from among the Members of the Board. The Secretary/Treasurer shall attend all meetings of the Board of Directors and record all votes and the proceedings of the meetings in a minute book kept for that purpose. The Secretary/Treasurer shall give, or cause to be given, notice of all meetings of the Board of Directors. The Secretary/Treasurer shall have custody of the corporate funds and other valuable effects; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Partnership; and shall deposit all moneys and other valuable effects in the name and to the credit of the Partnership in such depositories as may from time to time be designated by the Board of Directors. The Secretary/Treasurer shall oversee the distribution of the funds of the Partnership in accordance with the orders of the Board of Directors and shall represent the Board in communications with the Partnership's auditor in accordance with protocols in the engagement letter adopted by the Board and accepted by the auditor. The Secretary/Treasurer shall perform such other duties as may from time to time be prescribed by the Board of Directors or the Chairperson. The Secretary/Treasurer shall have custody of the seal of the Partnership, if any, and the Secretary/Treasurer shall have authority to affix it to any instrument requiring it, and when so affixed, the seal may be attested by the Secretary/Treasurer's signature. The Board of Directors may give general authority to any other Officer to affix the seal of the Partnership and to attest the affixing thereof by the Secretary/Treasurer's signature. Specific administrative duties of the Secretary/Treasurer may, with approval of the Board, be delegated to the Executive Director.

Section 7.06 Executive Director. The Board of Directors shall employ an Executive Director who shall serve as the chief executive officer of the Partnership. The Executive Director need not be elected from the members of the Board. The Executive Director shall have general control of the business and affairs of the Partnership. The Executive Director shall coordinate activities of the Heritage Area with Federal, State, local and non-governmental officials. The Executive Director shall sign all checks, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases

where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other Officer, or other employee of the Partnership, and, in general, shall perform all duties incident to the office of Executive Director. The Executive Director shall pay the duly approved obligations of the Partnership taking proper vouchers for such disbursements, and shall render to the Chairperson and the Board of Directors an account of all the Executive Director's transactions as Executive Director and of the financial condition of the Partnership. Duties and compensation of the Executive Director may be set forth in a written employment agreement and/or a job description approved by the Board. The Executive Director shall serve at the pleasure of the Board of Directors as an at will employee of the Partnership. Unless otherwise directed by the Board, acting through the Chairperson, the Executive Director shall attend all meetings of the Board and the Executive Committee in an ex-officio non-voting capacity. The Executive Director shall be responsible for presenting to the Board a proposed annual budget for the Partnership and for performing all other duties as may be included in the Executive Director's employment agreement and/or job description or as directed from time to time by the Chairperson or the Board of Directors.

Section 7.07 Other Officers. The Board of Directors may elect from among the members of the Board such other Officers, as from time to time may appear to Board of Directors to be required or advisable to transact the business of the Partnership. Such Officers should exercise such powers and perform such duties as pertains to their offices or as may be prescribed by the Board of Directors. The powers and duties of any Officer may be incorporated in an employment agreement with such Officer approved by the Board of Directors. The compensation, if any, of an Officer shall be fixed by the Board of Directors. No Officer shall be prevented from receiving a salary or other compensation for services rendered as an Officer of the Partnership by reason of the fact he or she is also a Director of the Partnership.

Section 7.08 Execution of Documents. The Executive Director shall have the authority to execute on behalf of the Partnership such contracts, deeds, leases and other documents and instruments as may be approved by the Board or the Executive Committee. In the event the Executive Director is unavailable to execute such documents approved by the Board, such documents may be executed by the Chairperson or the Secretary/Treasurer. With respect to contracts or other instruments required in the ordinary course of the Partnership's business and involving a monetary amount of Five Thousand Dollars (\$5,000.00) or less, the Executive Director may execute such documents on behalf of the Partnership, without express approval of the Board or the Executive Committee, provided that financial commitments of such contracts are within the Partnership's current written budget approved by the Board of Directors.

ARTICLE VIII. COMMITTEES

Section 8.01 Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors, may designate one or more committees, each consisting of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise such authority delegated by the Board of Directors; provided, however, that no such committee shall have the authority to amend, alter or repeal these Bylaws; amend the articles of incorporation of the Partnership; authorize the sale, lease, exchange or mortgage of the property and assets of the Partnership; amend, alter or repeal any resolution of the Board of Directors or

hire or terminate any employee of the Partnership. Members of Committees (with the exception of the Executive Committee) shall be appointed by the Chairperson. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon the Board or the Director by law. No committee shall have the power or authority to take any action which would jeopardize the tax exempt status of the Partnership.

Section 8.02 Executive Committee.

(a) Election of Executive Committee. The Board of Directors shall elect an Executive Committee. The Executive Committee shall be comprised of five (5) members and shall include the Chairperson, the Vice Chairperson, the Secretary/Treasurer and two (2) Directors elected by the Board of Directors at the Annual Meeting or other meeting of the Board. No more than two (2) members of the Executive Committee shall reside in any single county.

(b) Authority of Executive Committee. The Chairperson or, in the absence of the Chairperson, the Vice Chairperson, shall preside over the meetings of the Executive Committee. The Executive Committee shall oversee the Partnership during the interim between annual, regular and special meetings of the Board of Directors, provided that the actions of the Executive Committee shall not be in conflict with the policies established by the Board of Directors. Executive Committee actions shall be binding upon the Partnership. Decisions of the Executive Committee shall be reported to all members of the Board of Directors no later than at the Board's next meeting.

(c) Meetings. Meetings of the Executive Committee may be called by the Chairperson or any two (2) or more members of the Executive Committee. The person(s) calling an Executive Committee meeting shall designate the date, time and place of each meeting and shall cause notice to be given, not less than five (5) days prior to the meeting, to all Directors of the Partnership and to the Executive Director. All Directors can attend and participate in discussions at Executive Committee meetings but only Executive Committee members can vote at Executive Committee meetings. A majority of the Executive Committee then duly appointed and serving shall constitute a quorum for the transaction of business by the Executive Committee, and if a quorum be present, the act of a majority of such quorum shall be the act of the Executive Committee. If a quorum shall not be present at any meeting of the Executive Committee, the Executive Committee members present may nevertheless reschedule the meeting for a convenient date, time and place and shall cause proper notice of the rescheduled meeting to be given to all Executive Committee members and to the other Directors and to the Executive Director.

Executive Committee members may participate in any meeting, and will be deemed in attendance for purposes of obtaining a quorum, by means of conference telephone or similar electronic communications equipment by means of which all persons participating in the meeting can hear each other. Voting may be taken orally during any such electronic conference but the agreement shall be reduced in writing and approved by the Executive Committee members at the next meeting.

Whenever the vote of the Executive Committee is required or permitted to be taken at a meeting in connection with any action by the Executive Committee, the meeting and vote may be dispensed with if a majority of the Executive Committee members shall agree in writing to such action being taken, and such agreement shall have the same effect and validity as though the action were duly taken by the vote of all the members of the Executive Committee at a meeting duly called and held.

(d) Reports. The Executive Committee shall report on its proceedings at the next regular meeting of the Board of Directors. Ad-hoc committees shall return reports to the Executive Committee, which, in turn, shall report to the Board of Directors at a subsequent meeting.

Section 8.03 Other Committees. The Board of Directors may authorize appointment of persons to committees other than the Executive Committee who are not Directors. Such committee members shall have the power and duties designated to committee members who are members of the Board of Directors; provided that no committee which has members who are not Directors shall have and exercise the authority of the Board of Directors in the management of the Partnership.

Section 8.04 Procedure and Meetings. Except as otherwise provided in these Bylaws or as specified by the Board of Directors, each committee shall establish its own rules of procedure and shall meet at such time and place as shall be established by the committee. Each committee shall make appropriate written and/or oral reports on committee meetings and recommendations to the Board of Directors and the Executive Director.

Section 8.05 Quorum. A majority of the members of any committee duly appointed and serving shall constitute a quorum. The act of a majority of the members present at any meeting of any committee at which there is a quorum shall be the act of such committee.

Section 8.06 Action by Consent. Any action required or permitted to be taken at any meeting of any committee may be taken without a meeting if a written consent to such action is signed by a majority of the members of the committee and such written consent is filed with the report on the committee's action.

Section 8.07 Meetings by Telephone or Similar Communications Equipment. Any member or members of any committee may participate in a meeting of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and participation in such a meeting shall constitute presence in person by any such committee member at such meeting.

Section 8.08 Term of Office. Each member of a committee shall continue as such until the next Annual Meeting of the Board of Directors or until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the Board.

Section 8.09 Vacancies. Vacancies in the membership of committees may be filled by appointments made in the same manner as provided in the case of the original appointments.

ARTICLE IX.
TRANSACTIONS WITH INTERESTED PARTIES

The Partnership shall follow the policy set forth in this Article to protect the interest of the Partnership when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the Partnership. This policy is intended to supplement, but not replace, any applicable federal or state laws and/or regulations governing conflicts of interest applicable to public officers and/or to non-profit and charitable corporations.

Section 9.01 Definitions.

(a) Interested Person. Any Director, Officer or member of a committee with board-delegated powers or any other individual in a position to exercise substantial influence over the affairs of the Partnership, who has a direct or indirect personal financial interest, as defined below, is an interested person. A Director, Officer, committee member or other person shall not be considered an interested person merely because of the relationship between the Partnership and organization which has appointed that person to be a Director of the Partnership unless other conditions itemized in this Section 9.01 exist.

(b) Financial Interest. A person has a financial interest in the transaction with the Partnership under consideration if the person has, directly or indirectly:

(i) a personal ownership or investment interest in any entity with which the Partnership has a transaction or arrangement;

(ii) a compensation arrangement with the Partnership, including direct and indirect remuneration, as well as gifts or favors that are substantial in nature, with any entity or individual with which the Partnership has a transaction or arrangement; or

(iii) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Partnership has and/or is negotiating a transaction or arrangement.

Section 9.02 Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose any material facts to the Directors.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, such person shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation at a Board meeting where the possible conflict may exist, but after such presentation, such person shall leave the

meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(2) The Chairperson of the Partnership may appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) In exercising due diligence, the Board shall determine whether the Partnership can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Partnership's best interest and for its own benefit and whether the transaction is fair and reasonable to the Partnership and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflict of Interest Policy.

(1) If the Board has reasonable cause to believe that a Director has failed to disclose actual or possible conflicts of interest, it shall inform the Director of the basis for such belief and afford the Director an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the Director's response and making such further investigation as may be warranted in the circumstances, the Board determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, including removal from office of the Director.

Section 9.03 Records of Proceedings. The minutes of the Board shall contain:

(a) the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present and the Board's decision as to whether a conflict of interest in fact existed; and

(b) the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

[Section 9.04 Compensation. A member of the Board of Directors or a voting member of any committee who receives compensation, directly or indirectly, from the Partnership for services is precluded from voting on matters pertaining to his or her own compensation.](#)

[Section 9.05](#) ~~Section 9.04~~ Annual Statements. Each Director, Officer, Executive Director, non-Director member of any committee with board-delegated powers shall annually sign a statement which affirms that such person:

- (a) has received a copy of the conflict of interest policy;
- (b) has read and understands the policy;
- (c) has agreed to comply with the policy; and
- (d) understands that the Partnership is a charitable, educational and scientific organization and that in order to maintain its federal and state tax exemptions it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 9.06 ~~Section 9.05~~ Periodic Reviews. To ensure that the Partnership operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining; and
- (b) whether acquisitions or dispositions of property result in inurement or impermissible private benefit.

Section 9.07 ~~Section 9.06~~ Use of Outside Experts. In conducting the periodic reviews provided for in Section ~~9.05~~9.06 above, the Partnership may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

ARTICLE X.

AUTHORITY TO CONTRACT WITH INTERESTED PARTIES

Section 10.01 Contracts with Interested Parties. No contract or transaction between the Partnership and one or more of its Directors or Officers, or between the Partnership and any other corporation, partnership, association or other organization in which one or more of its Directors or Officers are directors, officers, owners, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board of Directors or the Committee which authorizes the contract or transaction, or solely because the Director's or Officer's votes are counted for the purpose of determining the presence of a quorum at the meeting of Board of Directors at which the contract or termination is authorized, if:

(a) The material facts as to such Director's or Officer's relationship or interest and as to the contract or transaction are disclosed or are known to the entire Board of Directors, and the Board of Directors in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors, and even though the disinterested Directors be less than a quorum, but the contract or transaction may not be authorized, approved or ratified by a single Director; or

(b) The material facts as to such Director's or Officer's relationship or interest and as to the contract or transaction are disclosed or are known to the members of the Board of

Directors of the Partnership entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the disinterested members of the Partnership; and

(c) The contract or transaction is on arms-length terms and is inherently fair to the Partnership.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes the contract or transaction with an Interested Director, but an Interested Director shall not vote on the authorization of such contract or transaction.

ARTICLE XI. NOTICES

Section 11.01 Form and Delivery. Notice to a Director may be given in writing mailed to the Director at the Director's address as it appears on the books of the Partnership, unless otherwise specifically provided by law or these Bylaws. Notices given to directors by mail shall be deemed to be given when they are deposited in the United States mail, postage prepaid. Notice to a Director may also be given by personally delivering written notice to the Director, by telephoning notice to the Director or by e-mailing, telecopying, telexing or faxing such notice to the Director at the Director's address as it appears on the records of the Partnership. Such notice shall be deemed to be given when transmitted.

Section 11.02 Waiver. Whenever any notice is required to be given for any reason, a written waiver thereof signed by the person entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent to such notice. A Director who attends a meeting of the Board of Directors or any Committee without protesting at the commencement of the meeting the lack of notice shall be conclusively deemed to have waived notice of such meeting.

ARTICLE XII. DISSOLUTION

Section 12.01 Dissolution. Upon the dissolution of the Partnership, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Partnership, dispose of all the assets of the Partnership exclusively for the purposes of the Partnership in such a manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue Law) as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the chancery court of the county in which the principal office of the Partnership is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XIII.
BOOKS AND RECORDS

Section 13.01 Books and Records. The Partnership shall keep, correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and Committees having any of the authority of the Board of Directors. The Partnership shall keep at its principal office and at its registered office a record giving the names and addresses of the members of its Board of Directors and of all committees.

ARTICLE XIV.
INDEMNIFICATION

Section 14.01 General. The Partnership shall indemnify each member of the Board of Directors, as described in Article V hereof, and each of its Officers, as described in Article VII hereof, for the defense of civil or criminal actions or proceedings as hereinafter provided in a manner and to the extent permitted by applicable law.

The Partnership shall indemnify each of its Directors and Officers, as aforesaid, from and against any and all judgments, fines, amounts paid in settlement, and reasonable expenses, including attorney's fees, actually and necessarily incurred or imposed as a result of such action or proceeding or any appeal therein, imposed upon or asserted against him or her by reason of being or having been such a Director or Officer and acting within the scope of his or her official duties so long as he or she conducted himself or herself in good faith or in good faith believed his or her conduct in his or her official capacity was in the best interest of the Partnership or in all other cases his or her conduct was at least not opposed to its best interest. In the case of a criminal action or proceeding, this indemnity shall apply where the aforesaid had no reasonable cause to believe that his or her conduct was unlawful.

This indemnification shall be made in accordance with Section 79-11-281 of the Mississippi Code, as amended, only if the Partnership shall be advised by its Board of Directors acting (1) by a majority vote of a quorum consisting of Directors who are not parties to such action or proceeding and who find that, or (2) if a quorum under (1) is not obtainable with due diligence, upon the opinion in writing of legal counsel that, the Director(s) or Officer(s) has met the foregoing applicable standard of conduct. If the foregoing determination is to be made by the Board of Directors, it may rely as to all questions of law on the advice of independent legal counsel.

Every reference herein to a member of the Board of Directors or Officer of the Partnership shall include every Director and Officer thereof and every former Director and Officer thereof. This indemnification shall apply to all the judgments, fines, amounts in settlement, and reasonable expenses described above whenever arising, allowable as above-stated. The right of indemnification herein provided shall be in addition to any and all rights to which any Director or Officer of the Partnership might otherwise be entitled and provisions hereof shall neither impair nor adversely affect such rights.

Section 14.02 Insurance. The Partnership shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the

Partnership, or is or was serving at the request of the Partnership as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise 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 to indemnify such person against such liability under the provisions of this Section.

ARTICLE XV. CONTRACTS, LOANS, CHECKS, DEPOSITS AND GIFTS

Section 15.01 Contracts. The Board of Directors may authorize any Officer or Officers or employee of the Partnership to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Partnership, and such authority may be general or confined to specific instances.

Section 15.02 Loans. No loans shall be contracted on behalf of the Partnership and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 15.03 Checks, Drafts and Payments. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Partnership, shall be signed by such Officer or Officers or employee of the Partnership and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 15.04 Deposits. All funds of the Partnership not otherwise employed shall be deposited from time to time to the credit of the Partnership in such banks, companies or other depositories as the Board of Directors may select.

Section 15.05 Gifts. The Board of Directors may accept, on the Partnership's behalf, any contribution, gift, bequest or devise for the purposes of the Partnership. The Board of Directors may make gifts and give charitable contributions not prohibited by these Bylaws, the Articles of Incorporation, State law and/or federal law.

~~Section 15.06 Compensation. A member of the Board of Directors or a voting member of any committee who receives compensation, directly or indirectly, from the Partnership for services is precluded from voting on matters pertaining to his or her own compensation.~~

ARTICLE XVI. NON-DISCRIMINATION

Section 16.01 Non-Discrimination. The Partnership has a non-discriminatory policy as to its operations, programs, community assistance efforts, employment, and participation. The Partnership does not discriminate on the basis of race, color, religion, sex, gender orientation, national or ethnic origin, or veteran status with respect to any right, privilege, program, and activity generally accorded or made available to any participant in its operations, programs, community assistance effort, or employment. The Partnership does not discriminate on the basis of race, color, religion, sex, gender orientation, national or ethnic origin, or veteran status in administration of its admissions or participation policies and other administered programs or operations.

**ARTICLE XVII.
FISCAL YEAR**

Section 17.01 Fiscal Year. The fiscal year of the Partnership shall begin on January 1 and end on December 31 of each year.

**ARTICLE XVIII.
SEAL**

Section 18.01 Seal. The Directors may, at their discretion, obtain a corporate seal. The corporate seal may, at the discretion of the Board of Directors, have inscribed thereon the name of the Partnership, and the word “seal.”

**ARTICLE XIX.
AMENDMENTS**

Section 19.01 Amendments. These Bylaws may be amended or repealed or new Bylaws adopted upon the affirmative vote of a majority of the Board of Directors. The notice of any meeting of the Board of Directors at which an amendment to these Bylaws is to be considered shall include the text or a summary of the text of the proposed amendment. An amendment shall be effective immediately after adoption unless a later effective date is specifically adopted at the time the amendment is enacted. No amendment to the Bylaws shall be adopted which would jeopardize the tax-exempt status of the Partnership.

**ARTICLE XX.
GOVERNING LAW**

Section 20.01 Governing Law. MISSISSIPPI DELTA NATIONAL HERITAGE AREA PARTNERSHIP, INC. is a corporation established under the laws of the State of Mississippi. These bylaws are adopted pursuant to the Mississippi Nonprofit Corporation Act and shall be construed in accordance with the laws of the State of Mississippi.

**ARTICLE XXI.
ADOPTION**

Adopted by the Board of Directors of the Mississippi Delta National Heritage Area Partnership, Inc., as of the _____ day of _____, 2015.

CHAIRPERSON

ATTEST:

SECRETARY/TREASURER

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