

# Kingdom United Resilience & Recovery Effort (KURRVE) Bylaws

## **ARTICLE 1 Kingdom United Resilience & Recovery Effort (KURRVE) – A Long-Term Recovery Group (LTRG)**

Section 1: The name of the group shall be Kingdom United Resilience & Recovery Effort (KURRVE)

Section 2: The mission of KURRVE is:

- to provide services to individuals and families affected by the July 2023 and July 2024 flooding and storm disaster events in Caledonia, Essex and Orleans Counties and
- to strengthen Caledonia, Essex and Orleans Counties' regional response and recovery from any future crisis or disaster events, manmade or natural, through a coordinated community-driven and regional approach which provides for the immediate and long-term unmet needs of our Northeast Kingdom community members.

## **ARTICLE 2 Purpose of KURRVE**

Section 1: KURRVE sets forth these operational procedures to establish and maintain a network within and on behalf of the faith-based, non-profit, governmental, business and other organization and agencies, which will provide a coordinated recovery effort in Caledonia, Essex and Orleans Counties of VT.

Section 2: KURRVE will provide coordinated management of the long-term recovery to individual residents and provide additional long-term assistance to individuals affected by the disaster who do not have adequate personal resources for basic needs as a result of the disaster.

Section 3: The purpose is to raise funds and resources for and allocate those funds and resources for the purpose of meeting unmet, long-term recovery needs of Caledonia and Orleans County individuals and families impacted by the July 2023 and July 2024 flooding and storm disaster events.

Section 4: The purpose is to help strengthen and maintain a network of long-term disaster recovery resources throughout the state of Vermont by working with any and all community partners in the state that are providing disaster services for this recovery effort.

Section 5: The purpose is to encourage and actively participate in an ongoing and proactive planning process involving federal, state and local government, private sector, volunteer and non-profit organizations and faith based organizations to jointly prepare to meet current and future disaster-related needs of families and individuals located in Caledonia, Essex and Orleans Counties of VT; through providing comprehensive, high quality, and collaborative disaster services with any and all agencies working towards the goal of helping Vermont recovery efforts.

Section 7: KURRVE will provide spiritual, emotional, physical and financial resources to those affected by the disaster regardless of race, age, language, immigration status, creed, color, gender identity, sexual orientation, disability or religious preference.

### **ARTICLE 3 Structure, Membership and Voting**

Section 1: VOTING MEMBERS: Voting members will meet as necessary to vote on the LTRG name, mission, and fiscal agent; elect the people who serve on the Executive Committee and ratify the organization's bylaws. If and when the LTRG name, mission, bylaws, fiscal agent or leadership change, voting members will be called upon to ratify changes. Voting members will also be called upon, according to their capacity and roles, to help meet a variety of unmet individual and family needs throughout the NEK.

Section 2: EXECUTIVE COMMITTEE: The Executive Committee will coordinate the administrative aspects of the work, draft the organization's bylaws, communicate with and convene voting members, execute the MOU with the fiscal agent and work in tandem with the Unmet Needs and Response Committee to direct funding and resources to individuals and families.

Section 3: Each participating faith-based, non-profit, governmental, business, and other organization, agency and group providing financial support, material, and/or labor for the work of KURRVE is eligible to be considered an Organizational Member. Organizational Members may have one or more Individual Members participating in various roles within KURRVE.

Section 4: Each Organizational Member gets ONE vote, although several people from a Member Organization may be present at meetings. The voting member for the organization can alternate.

Section 5: Any non-affiliated individual providing financial support, material, and/or labor for the work of KURRVE is eligible to be considered an Individual Member. Individuals can be considered an Individual Member even if part of, or working for, a voting Member Organization.

Section 6: Membership will be tracked by the Executive Committee in a Membership list (hard copy and/or virtual).

Section 7: It is the responsibility of the participating Member to have a representative attend each meeting they are assigned to attend.

Section 8: Any Member missing 3 consecutive meetings without a representative to stand in shall be deemed to have resigned as a Member.

### **ARTICLE 4 Eligible Voters**

Section 1: Only one (1) representative of each Member Organization shall be eligible to vote on matters coming before KURRVE.

Section 2: Votes may be accepted in absentia by Members on a vote by vote basis and if facilitated by the Executive Committee.

### **ARTICLE 5 Meetings of the LTRG**

- Section 1: All meetings of KURRVE will be at the call of one or both of the Co-chairs of the KURRVE Executive Committee.
- Section 2: Regularly scheduled meetings of KURRVE may be established. Notice of these meetings, giving the time and place and the proposed agenda, shall be electronically transmitted or given by written notice to all Members.
- Section 3: Special Meetings of KURRVE may be called, providing the call shall clearly state the purpose for the meeting and the time and place shall be given electronically or by written notice at least 48 hours in advance to all Members.

**ARTICLE 6 Quorum**

- Section 1: A quorum for transaction of business shall consist of at least 50% plus one of the voting Members present.

**ARTICLE 7 Executive Committee**

- Section 1: There shall be elected from the Membership of KURRVE an Executive Committee.
- Section 2: The Executive Committee of KURRVE shall consist of no less than three (3) Officer Members: Co-Chair/President, Co-Chair/Secretary, Treasurer/Fiscal Agent Rep, and may include up to four (4) additional Members At Large for a total maximum of seven (7).
- Section 3: Nothing shall prohibit Federal, State or local officials from serving on the Executive Committee except that they shall not be a voting member in matters which would constitute a conflict of interest.
- Section 4: The Executive Committee of KURRVE shall have final decision on the direction of the communities' recovery efforts.
- Section 5: The Executive Committee shall meet at the call of either Co-Chair to perform such actions related to administrative overview of the affairs of KURRVE, including but not limited to:
1. Managing the selection, supervision and evaluation of the Coordinator and/or other paid staff, contracted staff, grant-funded staff or volunteers, as applicable, or delegating this in whole or in part to a partner agency or agencies.
  2. Coordinating different streams of work (Disaster Case Management (DCM), Crisis Counseling Assistance and Training Program (CCP), etc.).
  3. Engaging and executing contracts and agreements including the MOU with the Fiscal Agent.
  4. Approving expenditures outside the Unmet Needs Funding process.
  5. Public relations.

6. Calling regular and special meetings.
7. Establishing a budget and reviewing financial information provided by the Fiscal Agent.

Section 6: Except as otherwise required by law or these operational procedures, the Executive Committee shall have all the authority of KURRVE in the management of KURRVE during such time as KURRVE is not meeting and may authorize contracts and agreements as required.

Section 7: A simple majority of the Executive Committee must be present to conduct business.

Section 8: Votes by the Executive Committee may be accepted in absentia on a vote by vote basis.

## **ARTICLE 8 Unmet Needs and Response Committee + Action Teams**

Section 1: There shall be established by the Executive Committee of KURRVE an Unmet Needs and Response Committee.

Section 2: The Unmet Needs and Response Committee will be responsible for areas of the work such as Needs Assessment, Volunteer and Resource Coordination, Case Management and Construction and may be comprised of hired staff, loaned staff, grant-funded positions, contracted service staff, volunteers, other subject matter experts or any combination of the above.

Section 3: KURRVE may create such temporary or permanent Action Teams (sub-groups) and task forces made up of its members or other persons as agreed upon. These Sub-groups and task forces shall have such authority as KURRVE directs.

Section 4: Members of the Unmet Needs and Response Committee, Action Teams, the Fiscal Agent, town liaisons and liaisons from other Long-Term Recovery Groups, partner organizations and other guests may join the Executive Committee meetings as non-voting members and as invited.

## **ARTICLE 9 Vacancies and Nominating Process**

Section 1: Whenever possible, any Executive Committee vacancy may be filled with a representative from the agency that was represented or a similar community assignment (i.e. government, nonprofit, faith, etc.) and approved by a quorum vote of the Membership.

Section 2: If KURRVE seeks additional representation from the community or local, State or National partners, on the Unmet Needs and Response Committee or any action teams, one member may present the agency and prospective member to the group for a vote to join the committee.

## **ARTICLE 10 Fiscal Agent**

Section 1: The Fiscal Agent shall accept and disperse donations on behalf of KURRVE as outlined in the Unmet Needs Committee resource award

procedure.

Section 2: The Fiscal Agent and KURRVE relationship and responsibilities shall be articulated in a written Memorandum of Understanding (MOU).

## **ARTICLE 11 Contracts, Loans Checks and Deposits**

Section 1: Financial reports will be produced in accordance with direction of the Executive Committee and will be subject to review by the Membership and approval of the Executive Committee.

Section 2: Contract: The Executive Committee may authorize under simple majority approval for one or both Chairs to enter into a contract or execute and deliver any instrument in the name of and behalf of KURRVE, and such authority may be general or confined to specific business.

Section 3: Loans: No loans shall be contracted on behalf of the LTRG and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of KURRVE. Such authority may be general or confined to specific business.

Section 4: Checks, Drafts or Orders: All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness shall be signed by such officer or officers or agents from the Fiscal Agent following their financial policies. Expenditures must be approved by the Executive Committee and then by the Fiscal Agent for final execution.

Section 5: Deposits: All funds of KURRVE shall be deposited into an account specifically set aside for this purpose by the Fiscal Agent.

## **ARTICLE 12 Rules**

Section 1: Business of KURRVE will be conducted in accordance with a simplified Robert's Rules of Order.

## **ARTICLE 13 Selection Criteria (Client)**

Section 1: Selection Criteria of clients shall be established in partnership between the Unmet Needs and Response Committee and Executive Committee and approved by the Executive Committee of KURRVE by a written set of "criteria of assistance in priority order" to guide the work of KURRVE and the case management process. These criteria or guidelines for distribution of funds may be amended in response to changing circumstances by vote at a regular or special meeting of the Executive Committee of KURRVE called in accordance with these Operational Procedures.

## **ARTICLE 14 Conflicts of Interests and Confidentiality**

Section 1: Conflicts: In the event that an Executive Committee or other Member of KURRVE has a personal or financial interest in any matter before the Executive Committee, the affected person shall (a) fully disclose the nature of the interest (b) withdraw from voting on the matter. Any transition or vote involving a potential conflict of interest shall be approved only when a majority of disinterested Members determine that

it is in the best interest of the group to do so. The minutes of the meeting at which such votes are taken shall record such disclosure, abstention and rationale for approval.

Section 2:

Confidentiality: Client information, KURRVE minutes, files and records which contain personally identifiable information shall to the fullest extent permitted by federal and state law, be confidential. Such confidentiality shall also extend to information of like kind that may be provided by state, federal, or additional third parties. This information shall become a part of KURRVE files and shall not become available to any party or individual without written consent from the said client.

The Executive Committee will develop confidentiality agreements which will apply to any and all Members and volunteers who are involved in the receipt, review, use and/or further disclosure of personally identifiable client information.

**ARTICLE 15 Amendments**

Section 1:

These Bylaws may be amended, at any annual meeting or special meetings of KURRVE by a two-thirds vote of the voters present, providing that a full written account of the proposed changes have been sent to all Members at least three days (3 days) prior to the meeting.

**ARTICLE 16 Dissolution of LTRG**

Section 1:

An exit strategy will be developed that allows for the dissolution of KURRVE that ensures all cases are closed or forward to a member agency for completion and the dispersion of assets shall be determined by the Executive Committee and its Membership.

Approved by KURRVE Membership on November 20, 2023

Revisions approved by KURRVE Membership on May 2, 2024

Revisions approved by KURRVE Membership on October 3, 2024

Co-Chair:

Meghan Wayland

Co-Chair:

Heather Lindstrom

**References**

Bylaws were adapted from the Winyah Bay Long Term Recovery Group serving Georgetown and Williamsburg Counties, SC and from LEARN (Lamoille Area Recovery Network) in Vermont.