

AMENDED AND RESTATED BYLAWS OF INTERCONGREGATION COMMUNITIES ASSOCIATION, INC.

ARTICLE I. NAME

The legal name of this organization is Intercongregation Communities Association, Inc. ("ICA").

ARTICLE II. LOCATION

The principal office of ICA in the State of Minnesota shall be located in Hennepin County. ICA may have such other offices as the Board of Directors may determine from time to time.

ARTICLE III. PURPOSE

The purpose of ICA is to use the collective resources of its Members (as defined below), area businesses, civic groups, foundations, individual donors and other contributors to serve those in its community in need.

ARTICLE IV. MEMBERSHIP

1. **Members:** ICA shall be composed of those duly organized congregations, which have chosen by the decision of their governing body, to be members (the "Members").
 - a. Any congregation that desires to become a Member of ICA must submit a response to a Congregation Acceptance Letter (the "Acceptance Letter") to the Board of Directors. The Acceptance Letter shall identify the representative(s) of the Member and any alternates as discussed more fully in Article IV, Section 2.
 - b. Upon receipt of an Acceptance Letter, the Board of Directors will review such Acceptance Letter and determine by a 2/3 vote whether an acceptance of membership shall be extended to the applicant.
2. **Voting Rights:** Each Member of ICA has the right to one vote in all matters subject to the vote of the membership. In order to exercise its voting rights, each Member shall appoint one or two persons, either clergy or lay, who shall act as the representative(s) of the Member and shall exercise the vote on behalf of that Member. Each Member may also designate an alternate or alternates to vote in the place of its representative or representatives. Such representative(s) and any alternates shall be identified in writing on a yearly basis at least five (5) days prior to the October meeting of Members. To the extent that the identities of a Member's representative(s) or alternates change subsequent to the October notice for a given year, but before the October notice for a subsequent year, such Member shall provide written notice to ICA of the new representative(s) and/or alternates.
3. **Financial Support:** Each Member shall determine and pledge its annual financial support to ICA, keeping in mind the financial needs and purpose of ICA.
4. **Participation:** No Member of ICA shall be required to take part in any ICA programs or projects that do not meet such Member's approval.
5. **Resignation:** Any Member may resign its membership at any time by giving written notice to the President or the Secretary. Such written notice must be delivered at least one month in advance of the intended date of withdrawal, which shall be the beginning of the next fiscal year. Any Member who resigns its membership shall not be entitled to a refund of any financial or in kind support made to ICA.

6. **Termination:** If the Board of Directors deems it to be in the best interests of ICA, the Board of Directors may terminate any membership by providing the Member with at least fifteen (15) days' written notice of the proposed termination and the reasons for it, and with an opportunity to be heard, orally or in writing, at least five (5) days before the effective date of the proposed termination, by a Director authorized to decide whether the termination shall take place.

ARTICLE V. MEETINGS OF MEMBERS

1. **Quarterly Meetings:** The Members of ICA shall meet on a quarterly basis in January, April, July and October of each year unless otherwise determined by the Board of Directors. The annual meeting for the election of Directors, the presentation of reports on the activities and financial condition of ICA and the transaction of such other business as may properly come before the meeting shall occur in October of each year.
2. **Special Meetings:** Special meetings of the Members of ICA may be called at any time (a) by the President, (b) by the Board of Directors, or (c) upon written request of at least fifty (50) Members or ten percent (10%) of the Members of ICA, whichever is less. Anyone entitled to call a special meeting of the Members may make a written request to the President to call the meeting, and the Secretary shall then give notice of the meeting, setting forth the time, place and purpose thereof, to be held no later than ninety (90) days after receiving the request. If the Secretary fails to give notice of the meeting within thirty (30) days from the date on which the request is received by the President, the person or person who requested the meeting may fix the time and place of the meeting and give notice thereof in the manner hereinafter provided. If a special meeting is demanded by the Members, the meeting shall be held in the county where the registered office of ICA is located. The business transacted at a special meeting must be limited to the purposes stated in the notice of the meeting.
3. **Notice:** Written notice of each meeting of the Members, stating the time and place thereof, shall be mailed, postage prepaid, or delivered via electronic communication, not less than five (5) nor more than sixty (60) days before the meeting, excluding the day of the meeting, to each Member of ICA at the address of such Member. Notice of any meeting at which Members may vote by proxy shall so inform the Members and shall describe the procedure for appointing proxies. Any Member may waive notice of a meeting before, at or after the meeting, orally, in writing, or by attendance. Attendance at a meeting is deemed a waiver unless the Member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and the Member does not participate in the consideration of the item at that meeting. When any meeting of the Members is adjourned to another time and place, notice of the adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken.
4. **Members list for meeting:** The Board of Directors shall fix a date not more than sixty (60) days before the date of a meeting of the Members as the date for determination of the Members entitled to notice of the meeting. If the Board of Directors fails to set such a date, the date shall be the sixtieth (60th) day before the date of the meeting. After fixing a record date for a meeting, the Secretary shall prepare a list of the names (in alphabetical order), addresses and number of votes of each Member entitled to vote at the meeting. Beginning two (2) business days after notice of the meeting is given, the list shall be available at the principal office of ICA for inspection and copying on written demand by any Member (or the agent or attorney of any Member), at the Member's expense, for the sole purpose of communication with other Members concerning the meeting. The list shall be made available through the date of the meeting and at the meeting.
5. **Voting; quorum:** At all meetings of the Members, each Member is entitled to cast one vote on any question coming before the meeting. Members may vote by proxy. Cumulative voting is not permitted. The presence of a majority of the Members in person or by proxy constitutes a quorum at any meeting thereof. If a quorum

has been present at a meeting and Members have withdrawn from the meeting so that less than a quorum remains, the Members still present may continue to transact business until adjournment. A majority vote of the Members present, in person or by proxy, and entitled to vote at any meeting at which a quorum is present is sufficient to transact any business, unless a greater number of votes is required by law or these Bylaws.

6. **Written action:** Any action that may be taken at a meeting of the Members may be taken without a meeting by written action signed by all Members entitled to vote on that action.
7. **Written ballot:** An action that may be taken at a quarterly or special meeting of Members may be taken by written ballot without a meeting in accordance with the procedures set forth in Minnesota Statutes, section 317A.447.

ARTICLE VI. BOARD OF DIRECTORS

1. **Number and Method of Election:** The Board of Directors of ICA shall consist of no fewer than eleven (11) persons (each a “Director”), and one such Director shall at all times be a representative from St. David’s vestry or clergy (the “St. David’s Director”). Subject to the foregoing limitations, the number of Directors on the Board of Directors may be designated from time to time by the Board of Directors. The Directors shall be elected by the Members at each annual meeting. If at any time ICA has no Members and at least one year has passed since the last annual meeting of the Members, then the Board of Directors may elect Directors of ICA.
2. **Term and Compensation:** Except as otherwise provided in Article VI, Section 1, each Director of ICA shall be elected to serve for a term of three (3) years. Subject to the provisions of Article VI, Section 3, each Director’s term of office shall commence at the first succeeding annual meeting of the Board of Directors following the annual meeting of the Members at which the Director was elected. Each Director’s term of office shall continue until the conclusion of the annual meeting of the Board of Directors in the third year of the Director’s term, and, unless the Board of Directors has determined that a successor will not be elected, until his or her successor has assumed office; or until the Director’s prior death, resignation or removal. The Directors shall be divided into three (3) classes as nearly equal in number as possible, so that the terms of office of either three (3) or four (4) of the Directors expire each year. In any year where the term of the St. David’s Director has expired, such Director may only be replaced by a representative of St. David’s. Each Director may be elected to serve three consecutive three-year terms, but no Director shall serve on the Board of Directors for more than three consecutive terms without first taking a one-year hiatus from the Board of Directors. No Director shall be compensated for his or her service on the ICA Board of Directors.
3. **Removal; Resignation; Vacancies:** Any Director may at any time be removed with or without cause by the Board of Directors; provided, however, that any removal shall be preceded by (a) notice to such Director stating the reason(s) for removal at least one (1) week prior to the meeting at which the vote for removal shall be taken by the Board of Directors and (b) an opportunity for such Director to appear before the Board of Directors to respond to the reason(s) for removal. Any Director may resign at any time by giving written notice to the President or the Secretary. The resignation shall be effective without acceptance when the notice is received by the President or the Secretary, unless a later effective date is specified in the notice. Any vacancy occurring because of the death, resignation or removal of a Director may be filled by a person elected by the Board of Directors for the unexpired term of such Director. Any vacancy resulting from an increase in the number of Directors may be filled by a person elected by the Members for a full term of office unless the Board of Directors designates a shorter term of office. Notwithstanding anything to the contrary in this Article VI, Section 3, there must be a St. David’s Director at all times.

ARTICLE VII. MEETINGS OF THE BOARD OF DIRECTORS

1. **Annual Meeting:** The annual meeting of the Board of Directors for the purpose of electing Officers (as defined below) and transacting such other business as may properly come before the meeting shall be held approximately thirty (30) days after the annual meeting of the Members of ICA.

2. **Other Meetings:** Other meetings of the Board of Directors may be held at such time and place as are announced at a previous meeting of the Board of Directors, but any such meetings shall be held on at least a monthly basis unless a majority of the Directors determine that the meetings should be held at less frequent intervals. Meetings of the Board of Directors may also be called at any time (a) by the President, (b) by the Board of Directors, or (c) upon the request of three (3) or more Directors. Anyone entitled to call a meeting of the Board of Directors may make a written request to the Secretary to call the meeting, and the Secretary shall give notice of the meeting, setting forth the time and place thereof, to be held between two (2) and thirty (30) days after receiving the request. If the Secretary fails to give notice of the meeting within seven (7) days from the day on which the request was made, the person or person who requested the meeting may fix the time and place of the meeting and give notice in the manner hereinafter provided.
3. **Notice of Meetings:** Notice of each meeting of the Board of Directors for which notice is required, and of each annual meeting, stating the time and place thereof, shall be given to all Directors by electronic communication or in person at least two (2) days before the meeting, or shall be mailed to each Director at least five (5) days before the meeting. A Director may be given notice by electronic communication only if the Director has previously consented to receive notice in that form of electronic communication. All notices not given in person shall be sent to the Director at his or her postal or electronic address according to the latest available records of ICA. Any Director may waive notice of a meeting before, at or after the meeting, orally, in writing, by electronic communication, or by attendance. Attendance at a meeting is deemed a waiver unless the Director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and the Director does not participate in the meeting.
4. **Quorum and Voting:** The presence of a majority of the members of the Board of Directors constitutes a quorum at any meeting thereof, but the Directors present at any meeting, although less than a quorum, may adjourn the meeting from time to time. If a quorum is present when a duly called meeting is convened, the Directors present may continue to transact business until adjournment, even though the withdrawal of one or more Directors leaves less than the number otherwise required for a quorum. At all meetings of the Board of Directors, each Director is entitled to cast one vote on any question coming before the meeting. A majority vote of the Directors present at any meeting, if there is a quorum, is sufficient to transact any business, unless a greater number of votes is required by law or these Bylaws. A Director may not appoint a proxy for himself or herself or vote by proxy at a meeting of the Board of Directors. For purposes of determining whether a Director has met his or her fiduciary duties as a Director, but for no other purpose, a Director who is present at a meeting of the Board of Directors when an action is approved by the Board of Directors is presumed to have assented to the action unless the Director votes against the action or is prohibited from voting on the action.
5. **Action without a Meeting:** Any action that could be taken at a meeting of the Board of Directors may be taken by written action signed by all of the Directors.
6. **Meetings Held Using Remote Communication:** A Director may participate in a meeting of the Board of Directors by means of conference telephone or, if authorized by the Board of Directors, by such other means of remote communication, in each case through which that Director, other Directors so participating, and all Directors physically present at the meeting may communicate with each other on a substantially simultaneous basis. Participation in a meeting by remote communication constitutes presence at the meeting.

ARTICLE VIII. OFFICERS

1. **Designation and Term:** The officers (the “Officers”) of ICA include a President, a Treasurer and a Secretary. ICA may also have one or more Vice Presidents and such other Officers as the Board of Directors may from time to time determine. Officers are not compensated to serve in such capacity and shall be elected by the Board of Directors to serve for terms of one (1) year and until their respective successors are elected and have qualified, and may at any time be removed by the Board of Directors with or without cause. Any Officer may

resign at any time by giving written notice to President or the Secretary. The resignation shall be effective without acceptance when the notice is received by the President or the Secretary, unless a later effective date is specified in the notice. The same person may hold more than one office at the same time, except the offices of (a) President and Vice President; (b) President and Treasurer; and (c) President and Secretary.

2. **President:** The President is the chief executive officer of ICA. He or she shall: (a) have general active management of the business of ICA; (b) when present, preside at meetings of the Board of Directors; (c) see that orders and resolutions of the Board of Directors are carried into effect; (d) have the authority to sign and deliver in the name of ICA deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of ICA, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Articles of Incorporation, these Bylaws or the Board of Directors exclusively to one or more other persons; and (e) perform such other duties as are prescribed by the Board of Directors.
3. **Treasurer:** The Treasurer shall perform or properly delegate and oversee the performance of the following duties: (a) keep accurate financial records of ICA and (b) upon request, provide the President and the Board of Directors an account of the financial condition of ICA. The Treasurer shall perform such other duties as may be assigned to him or her from time to time by the President or the Board of Directors.
4. **Secretary:** The Secretary shall perform or properly delegate and oversee the performance of the following duties: (a) provide for the keeping of accurate minutes of all meetings of the Board of Directors and of the Members; (b) be responsible for the custody of the records, documents and papers of ICA; and (c) provide for the keeping of proper records of all transactions of ICA. The Secretary shall perform such other duties as may be assigned to him or her from time to time by the President or the Board of Directors.
5. **Vice Presidents:** One or more Vice Presidents may be elected by the Board of Directors. During the absence or disability of the President, it shall be the duty of the highest ranking Vice President who is present at the time and able to act, to perform the duties of the President. The determination of who is the highest ranking of two or more persons holding the same office shall, in the absence of specific designation of order of rank by the Board of Directors, be made on the basis of the earliest date of election, or, in the event of simultaneous election, on the basis of the longest continuous service as an Officer or Director of ICA.

ARTICLE IX. COMMITTEES

1. **Committees with Authority:** The Board of Directors may, in resolutions adopted by a majority of the Directors, establish committees having the authority of the Board of Directors to the extent provided in such resolutions. The members of each such committee shall be appointed by the Board of Directors or, if expressly authorized by the Board of Directors, by the President. Each such committee is at all times subject to the control and direction of the Board of Directors. Committee members need not be Directors. Notwithstanding any provision of these Bylaws apparently to the contrary, no committee shall have the authority to take any of the following actions:
 - a. Amend or repeal the Articles of Incorporation or Bylaws of ICA;
 - b. Elect, appoint or remove any Director or any Officer of ICA;
 - c. Adopt or approve a plan of merger or consolidation with another corporation;
 - d. Authorize the sale, lease, exchange, mortgage or other disposition of all or substantially all of the assets of ICA;
 - e. Authorize the voluntary dissolution of ICA or revoke proceedings therefor; or

- f. Amend or repeal any resolution of the Board of Directors that by its terms provides that it shall not be amended, altered or repealed by any committee of ICA.
2. **Advisory Committees:** The Board of Directors or, if expressly authorized by the Board of Directors, the President may establish advisory committees that have no authority to act on behalf of ICA. Members of such committees shall be appointed in the manner specified by the Board of Directors or the President, whichever established the advisory committee.
3. **Meetings and Voting:** Meetings of each committee shall be called and held in accordance with the provisions of Article VII, Sections 2 to 6 of these Bylaws as they apply to meetings of the Board of Directors.

ARTICLE X. EXECUTIVE DIRECTOR

1. **Appointment of Executive Director:** The Executive Director of ICA shall be selected by the Board of Directors and shall receive compensation as determined by the Board of Directors.
2. **Duties of Executive Director:** The Executive Director of ICA shall be responsible for all duties delegated by the President or the Board of Directors of ICA, including, but not limited to the general active management of the business and affairs of ICA and such other authority as may be necessary for the Executive Director to execute his or her duties. In addition, the Executive Director of ICA shall be responsible for (a) the preparation of an annual budget, (b) the compilation and submission of any reports, analyses, statistics, plans or other information as may be requested from time to time by the President or the Board of Directors, (c) the execution and completion of orders and resolutions of the Board of Directors, and (d) attendance at meetings of the Board of Directors, to the extent possible.
3. **Dismissal of Executive Director:** The Executive Director of ICA shall be notified at least ten (10) days in advance of any meeting of the Board of Directors to consider the termination of the Executive Director's employment and will have the right to address the Board of Directors at any such meeting. Any dismissal of the Executive Director may be with or without cause. A majority vote of the Directors shall be required for dismissal of the Executive Director.

ARTICLE XI. INDEMNIFICATION

1. **Indemnification:** ICA shall indemnify its Directors, Officers, committee members and employees against such expenses and liabilities, in such manner, under such circumstances, and to such extent, as required or permitted by Minnesota Statutes, Section 317A.521, subd. 2, as amended from time to time, or as required by other provisions of law; provided, however, that ICA shall not indemnify any person with respect to any claim, issue or matter as to which that person is adjudged to be liable to ICA.
2. **Advances:** ICA shall advance expenses in such manner, under such circumstances, and to such extent, as required or permitted by Minnesota Statutes, Section 317A.521, subd. 3, as amended from time to time; provided, however, that ICA shall not advance expenses incurred in defense of a claim brought by or in the right of ICA or expenses incurred in pursuing a claim against ICA. The provisions of this Article XI, Section 2 are not intended to limit the ability of a person to receive advances as an insured under an insurance policy maintained by ICA.
3. **Insurance:** ICA may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, or employee against any liability asserted against and incurred by that person in or arising from such capacity, whether or not ICA would otherwise be required to indemnify the person against the liability.

ARTICLE XII. AVOIDANCE OF CONFLICTS OF INTEREST

No Member, Director, Officer, committee member, employee or volunteer of ICA shall use his or her position or the knowledge gained in such position in a manner that creates a conflict between the interests of ICA and the interests of such individual. In particular, no person shall: (a) engage in personal or business activities that adversely affect the operations and policies of ICA; (b) use his or her position to obtain improper personal gain or advantage; (c) accept gifts or favors or permit dependent relatives to accept gifts or favors; (d) use inside information for personal benefit or disclose such information to outside individuals or organizations; or (e) influence an individual or organization transacting business with ICA when the Member, Director, Officer, committee member, employee or volunteer, as applicable, or a member of such person's family, has a substantial financial or other personal interest in the individual or organization.

ARTICLE XIII. CONTRACTS

1. **Execution of Contracts or Other Instruments:** The Board of Directors may authorize any Officer(s) or agent(s) of ICA to enter into any contract or execute and deliver any instruments pertaining to the business and affairs of ICA, and such authority may be general or confined to specific instances. In the absence of such determination, such contracts or instruments shall be signed by the President and countersigned by another Officer, the Executive Director or an authorized agent of ICA.
2. **Checks, Drafts or Indebtedness:** All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of ICA, shall be signed by such Officer(s) or agent(s) of ICA and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination, such instruments shall be signed by the President and countersigned by another Officer or the Executive Director of ICA.
3. **Banks and Depositories:** All funds of ICA shall be deposited from time to time to the credit of ICA in such banks, trust companies or other depositories as the Board of Directors may select, and all such funds shall be withdrawn only in the manner or manners authorized by the Board of Directors from time to time.
4. **Authority to Borrow; Encumber Assets:** No Director, Officer, agent, employee or volunteer of ICA has any power or authority to borrow money on behalf of ICA, to pledge its credit or to mortgage or pledge its real or personal property except within the scope and to the extent of the authority delegated by resolutions adopted from time to time by the Board of Directors. The Board of Directors may give authority for any of the above purposes, and this authority may be general or limited to specific instances.

ARTICLE XIV. BOOKS AND RECORDS

ICA shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees and shall keep at the principal office a record giving names and addresses of the Members entitled to vote. All books and records of ICA may be inspected by any Member, its agent or attorney, for any purpose, at any reasonable time.

ARTICLE XV. FISCAL YEAR

The fiscal year of ICA shall begin on October 1 through and end on the succeeding September 30.

ARTICLE XVI. CORPORATE SEAL

ICA has no seal.

ARTICLE XVII. AMENDMENTS

The Articles of Incorporation and Bylaws may be amended by the Board of Directors subject to approval by the Members at any meeting of which notice, including notice of the proposed amendment, shall have been given at least thirty (30) days in advance. An amendment to the Articles of Incorporation or the Bylaws may also be proposed by written petition signed by at least ten (10) Members or thirty percent (30%) of the Members, whichever is less, and delivered to the Secretary. Each proposed amendment shall be considered at a meeting of the Members, and an amendment shall be adopted upon the affirmative vote of a majority of the Members present and entitled to vote at the meeting.

Date Adopted: December 18, 2012

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