

**BYLAWS  
OF THE  
PUYALLUP RIVER WATERSHED COUNCIL  
(As Amended January 24, 2019)**

**ARTICLE I  
NAME OF CORPORATION**

1. **Name.** The legal name of the Corporation is the *Puyallup River Watershed Council (PRWC)*.

**ARTICLE II  
SUPPORTERS**

2. **Supporters.** Supporters of the Puyallup River Watershed Council are individuals, organizations, businesses, or government agencies who are involved in the Puyallup River Watershed and who have shown their interest by becoming active Supporters of the PRWC.

**ARTICLE III  
BOARD OF DIRECTORS**

- 3.1 **Powers and Qualifications.** The affairs of the Corporation shall be managed by the Board of Directors.
- 3.2 **Number of Board Members.** The number of Directors of the Corporation shall be not less than nine (9), nor more than fifteen (15). The Board of Directors, by amendment of these Bylaws, may increase or decrease the number of Directors, provided that no decrease in number shall have the effect of shortening the term of any incumbent or reducing the number of Directors to less than nine (9).
- 3.3 **Board Members.** To encourage a diversity of viewpoints and assure that major interests within the watershed have a voice in PRWC decisions and actions, the board shall be comprised of a mix of representatives of the various stakeholder groups, to include but not be limited to: citizens at large, environmental interest groups, State and local municipalities, businesses, non-governmental agencies, agriculture, silviculture, and academic organizations. The actual mix of each stakeholder group on the Board will be determined by the Board of Directors.
- 3.4 **Nomination of Directors.** Nominations for Directors may be submitted at any time by Supporters of the PRWC and the Board of Directors.
- 3.5 **Election of Directors.** Election of Directors will be done in accordance with Article IV Section 4.5 Quorum at such time that a vacancy occurs.

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**3.6 Committees.** The Board of Directors, by resolution approved by the Board of Directors, may designate one or more committees, each of which:

- (a) Must have one (1) Board of Directors member, at a minimum;
- (b) May include Supporters of the PRWC; and
- (c) Must meet at least two times per year.

The designation and appointment of any such 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 it by law. The Board shall have the power at any time to change the members of any such committee, to fill vacancies, and to discharge any such committee.

**3.7 Election and Term.** Members of the Board of Directors shall serve terms of three (3) years, and shall hold office until their successors have been elected, provided, however, that for purposes of achieving or maintaining staggered terms of office such that approximately one-third (1/3) of the terms of office of members of the Board of Directors expire in each year, the Board of Directors is authorized to elect a Director to a term of one (1) or two (2) years instead of three (3) years. A Director may serve for an unlimited number of terms.

**3.8 Duties.** Each Director shall perform the duties of a Director, including the duties as a member of any committee of the Board of Directors upon which the Director may serve, in good faith, in a manner that such Director believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person would use under similar circumstances.

**3.9 Vacancies.** The Board of Directors shall have power to fill any vacancy occurring in the Board and any Directorship to be filled by reason of an increase in the number of Directors by amendment to these Bylaws. The Director appointed or elected, as the case may be, to fill a vacancy, shall be elected or appointed for the unexpired term of his predecessor in office.

**ARTICLE IV**  
**MEETINGS OF BOARD OF DIRECTORS**

**4.1 Annual Meetings.** The annual meeting of the Board of Directors for election of Directors to succeed those whose terms expire, and for the transaction of such other business as may properly come before the meeting, shall be held in January on the date and at the time each year as determined by the Board of Directors. The failure to hold an annual meeting at the time stated in these Bylaws does not affect the validity of any corporate action.

**4.2 Regular Meetings.** Annually, at least six (6) regular meetings of the Board of Directors shall be held at such places, and at such times as the Board may determine.

**4.3 Special Meetings.** Special meetings of the Board of Directors may be held at any place, at any time, whenever called by the president or secretary, or any two or more directors.

**4.4 Notice of Special Meetings.** Notice of the time and place of any special meeting of the Board of Directors shall be given to Board Members by the secretary, or by the director or directors calling the meeting, by mail, email, website, or by personal communication over the telephone at least three days prior to the date on which the meeting is to be held. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where the director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted nor the purpose of any meeting of the Board of Directors need be specified in the notice or any waiver of notice of such meeting.

**4.5 Quorum.** A majority of the Board of Directors (fifty percent plus one) shall constitute a quorum for the transaction of business. The act of the majority of directors present at a meeting at which a quorum is present, shall be the act of the Board of Directors. At any meeting of the Board of Directors at which a quorum is present, any business may be transacted, and the Board may exercise all of its powers including decision making.

**4.6 Meeting by Telephone.** Members of the Board of Directors or of any committee appointed by the Board of Directors may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence at a meeting.

**4.7 Decision Making.** The President of the Board of Directors may request the Board to make a decision in a timely manner through notification by email. Sufficient information shall be provided to the Board to inform a decision and a response requested by a certain date. A quorum response by email shall affirm or deny the decision requested.

**ARTICLE V  
ACTIONS BY WRITTEN CONSENT**

Any corporate action required or permitted by the Articles of Incorporation or Bylaws or by the laws of the State of Washington, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

**ARTICLE VI  
WAIVER OF NOTICE**

Whenever any notice is required to be given to any Director of the Corporation by the Articles of Incorporation or Bylaws, or by the laws of the State of Washington, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

**ARTICLE VII  
OFFICERS**

**Officers Enumerated.** The Officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer, a Communications Officer and such other Officers as may be deemed necessary by the Board of Directors, each of whom shall be annually elected by the Board of Directors, and shall serve until their successors are duly elected and qualified. In addition to the powers and duties specified below, the officers shall have such powers and perform such duties as the Board of Directors may prescribe. All Officers shall be directors of the Corporation.

**7.1 The President.** The president shall exercise the usual executive powers pertaining to the office of president. He or she shall preside at meetings of the Board of Directors and any committee exercising any authority of the Board.

**7.2 The Vice President.** In the absence of the president, the vice president shall act as president. He or she shall also exercise such authority as may be granted by the Board of Directors or the president.

**7.3 The Secretary.** It shall be the duty of the secretary to keep records of the proceedings of The Board of Directors and, when requested by the president to do so, to sign and execute with the president all deeds, bonds, contracts, and other obligations, or instruments, in the name of the Corporation, to keep the corporate seal, if any, and to affix the same to proper documents.

**7.4 The Treasurer.** The treasurer shall have the care and custody of and be responsible for all funds and investments of the Corporation and shall cause to be kept regular books of account. He or she shall cause to be deposited all funds and other valuable effects in the name of the Corporation in such depositories as may be designated by the Board of Directors. In general, he or she shall perform all of the duties incident to the office of treasurer.

**7.5 The Communications Officer.** The Communications Officer shall serve as chair of the Communications Committee and coordinate all communications efforts of PRWC such as crafting key messages, coordinating volunteers, developing and periodically reviewing communications plans and platforms, and training board members in key messages.

**7.6 Salaries.** The salaries, if any, of all Officers and agents of the Corporation shall be fixed by the Board of Directors.

**7.7 Removal.** Any officer elected or appointed may be removed by the Board of Directors whenever in its judgment the best interest of the Corporation will be served thereby. The removal of an Officer shall be without prejudice to the contract rights, if any, of the Officer so removed. Election or appointment of an Officer or agent shall not of itself create contract rights.

**ARTICLE VIII**  
**INDEMNIFICATION OF DIRECTORS, OFFICERS,  
EMPLOYEES AND AGENTS.**

**8.1 Definitions.** As used in this Article:

- (a) **“Act”** means the Washington Nonprofit Corporation Act, now or hereafter in force.
- (b) **“Agent”** means an individual who is or was an agent of the Corporation, is or was serving at the Corporation’s request as a Director, Officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. ‘Agent’ includes, unless the context requires otherwise, the estate or personal representative of an agent.
- (c) **“Corporation”** means this Corporation, and any domestic or foreign predecessor entity that, in a merger or other transaction, ceased to exist.
- (d) **“Director”** means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation’s request as a Director, Officer, partner, trustee, employee, or agent of another foreign or domestic Corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise.
- (e) **“Employee”** means an individual who is or was an employee of the Corporation or an individual who, while an employee of the Corporation, is or was serving at the Corporations request as a director, Officer, partner, trustee, employee, or agent of another foreign or domestic Corporation, partnership, joint venture, trust employee benefit plan, or other enterprise. **“Employee”** includes, unless the context requires otherwise, the estate or personal representative of an employee.
- (f) **“Expenses”** include counsel fees.

(g) **“Indemnitee”** means an individual made a party to a proceeding because the individual is or was a Director, Officer, employee, or agent of the Corporation and who possesses indemnification rights pursuant to the Articles, these Bylaws, or other corporate action. If the Articles so provide, the term shall also include, for Officers, employees, or agents, service at the Corporation’s request as a Director, Officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. **“Indemnitee”** shall also include the heirs, executors, and other successors in interest of such individuals.

(h) **“Liability”** means the obligation to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

(i) **“Officer”** means an individual who is or was an Officer of the Corporation or an individual who, while an Officer of the Corporation, is or was serving at the Corporation’s request as a Director, Officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, to other enterprise. **“Officer”** includes, unless the context requires otherwise, the estate or personal representative of an Officer.

(j) **“Party”** includes an individual who was, is, or is threatened to be named a defendant or a respondent in a proceeding.

(k) **“Proceeding”** means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

(e) **“Director”** means an individual who is or was a Director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation’s request as a director, Officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise.

**8.2 Indemnification Rights of Officers, Employees and Agents.** The Corporation shall indemnify its Officers, employees and agents to the full extent permitted by applicable law as then in effect against liability arising out of a proceeding to which such individual was made a party because the individual is or was an Officer, employee or agent of the Corporation. The Corporation shall advance expenses incurred by such persons who are parties to a proceeding in advance of final disposition of the proceeding, as provided herein.

### 8.3 Procedure for Seeking Indemnification and/or Advancement of Expenses.

**8.3.1 Notification and Defense of Claim.** Indemnitee shall promptly notify the Corporation in writing of any proceeding for which indemnification could be sought under this Article. In addition, Indemnitee shall give the Corporation such information and cooperation as it may reasonably require and as shall be within Indemnitee's power. With respect to any such proceeding as to which Indemnitee has notified the Corporation:

- (a) The Corporation shall be entitled to participate therein at its own expense.
- (b) Except as otherwise provided below, to the extent that it may wish, the Corporation, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Indemnitee. Indemnitee's consent to such counsel may not be unreasonably withheld.

After notice from the Corporation to Indemnitee of its election to assume the defense, the Corporation will not be liable to Indemnitee under this Article for any legal or other expenses subsequently incurred by Indemnitee in connection with such defense. However, Indemnitee shall continue to have the right to employ its counsel in such proceeding, at Indemnitee's expense; and if:

- (i) The employment of counsel by Indemnitee has been authorized by the Corporation;
- (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnitee in the conduct of such defense; or
- (iii) The Corporation shall not in fact have employed counsel to assume the defense of such proceeding, the fees and expenses of Indemnitee's counsel shall be at the expense of the Corporation.

The Corporation shall not be entitled to assume the defense of any proceeding brought by or on behalf of the Corporation or as to which Indemnitee shall reasonably have made the conclusion that a conflict of interest may exist between the Corporation and the Indemnitee in the conduct of the defense.

**8.3.2 Information to be Submitted and Method of Determination and Authorization of Indemnification.** For the purpose of pursuing rights to indemnification under this Article, the Indemnitee shall submit to the Board a sworn statement requesting indemnification and reasonable evidence of all amounts for which such indemnification is requested (together, the sworn statement and the evidence constitutes an "Indemnification Statement".)

Submission of an Indemnification Statement to the Board shall create a presumption that the Indemnitee is entitled to indemnification hereunder, and the Corporation shall, within sixty (60) days thereafter, make the payments requested in the Indemnification Statement to or for the benefit of the Indemnitee, unless: (a) within such sixty (60) calendar day period it shall be determined by the Corporation that the Indemnitee is not entitled to indemnification under this Article; (b) such vote shall be based upon clear and convincing evidence (sufficient to rebut the foregoing presumption); and (c) the Indemnitee shall receive notice in writing of such determination, which notice shall disclose with particularity the evidence upon which the determination is based.

The foregoing determination shall be made (a) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the proceeding; (b) if a quorum cannot be obtained under (a) in this paragraph, by majority vote of a committee duly designated by the Board of Directors, in which designation Directors who are parties may participate, consisting solely of two or more Directors not at the time parties to the proceeding; or (c) by special legal counsel selected by the majority vote of a quorum of the Board of Directors not at the time parties to the proceeding.

Any determination that the Indemnitee is not entitled to indemnification, and any failure to make the payments requested in the Indemnification Statement, shall be subject to judicial review by any court of competent jurisdiction.

**8.3.3 Special Procedure Regarding Advance for Expenses.** An Indemnitee seeking payment of expenses in advance of a final disposition of the proceeding must furnish the Corporation, as part of the Indemnification Statement:

- (a) A written affirmation of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct required to be eligible for indemnification; and
- (b) A written undertaking, constituting an unlimited general obligation of the Indemnitee, to repay the advance if it is ultimately determined that the Indemnitee did not meet the required standard of conduct.

If the Corporation determines that indemnification is authorized, the Indemnitee's request for advance of expenses shall be granted.

**8.3.4 Settlement.** The Corporation is not liable to indemnify Indemnitee for any amounts paid in settlement of any proceeding without Corporation's written consent. The Corporation shall not settle any proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee may unreasonably withhold its consent to a proposed settlement.

#### **8.4 Contract and Related Rights.**

**8.4.1 Contract Rights.** The right of an Indemnitee to indemnification and advancement of expenses is a contract right upon which the Indemnitee shall be presumed to have relied in determining to serve or to continue to serve in his or her capacity with the Corporation. Such right shall continue as long as the Indemnitee shall be subject to any possible proceeding. Any amendment to or repeal of this Article shall not adversely affect any right or protection of an Indemnitee with respect to any acts or omissions of such Indemnitee occurring prior to such amendment or repeal.



**8.4.2 Optional Insurance, Contracts, and Funding.** The Corporation may:

- (1) Maintain insurance, at its expense, to protect itself and any Indemnitee against any liability;
- (2) Enter into contracts with any Indemnitee in furtherance of this Article and consistent with the Washington Nonprofit Corporation Act; and
- (3) Create a trust fund, grant a security interest, or use other means (including without limitation a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

**8.4.3 Severability.** If any provision or application of this Article shall be invalid or unenforceable, the remainder of this Article and its remaining applications shall not be affected thereby, and shall continue in full force and effect.

**8.4.4 Right of Indemnitee to Bring Suit.** If (1) a claim under this Article for advancement of expenses is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation; or (2) a claim under this Article for advancement of expenses is not paid in full by the Corporation within twenty (20) days after a written claim has been received by the Corporation, then the Indemnitee may, but need not, at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the extent successful in whole or in part, the Indemnitee shall be entitled to also be paid the expense (to be proportionately prorated if the Indemnitee is only partially successful) of prosecuting such claim.

Neither: (1) the failure of the Corporation (including its Board of Directors, its shareholders, or independent legal counsel) to have made a determination prior to the commencement of such proceeding that indemnification or reimbursement or advancement of expenses to the Indemnitee is proper in the circumstances; nor (2) an actual determination by the Corporation (including its Board of Directors, its shareholders, or independent legal counsel) that the Indemnitee is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the proceeding or create a presumption that the Indemnitee is not so entitled.

The relative benefits received by and fault of the Corporation on the one hand and the Indemnitee on the other shall be determined by a court of appropriate jurisdiction (which may be the same court in which the proceeding took place) with reference to, among other things, the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such loss. Corporation agrees that it would not be just and equitable if contribution pursuant to this section was determined by pro rata allocation or any other method of allocation which does not take account of the foregoing equitable considerations.