

1 Amended and Restated Bylaws of the
2 National Wildlife Control Operators
3 Association, Incorporated

4 Dated December 7, 2017 and shall supersede all previous versions

5 **Article I-Name**

6 The Corporation shall be named and operated as the National Wildlife Control Operators Association, Inc.
7 (NWCOA). The Corporation shall be referred to as NWCOA (pronounced new-co-ah).

8 **Article II-Purpose**

9 NWCOA is organized exclusively as a mutual benefit non-profit trade association to assist persons or
10 organizations by providing education, products, and services related to commercial wildlife damage
11 management and control activities. To fulfill these purposes, NWCOA may employ staff or enlist volunteer
12 workers; accept contributions from individuals, associations, organizations, foundations, governmental
13 agencies, and corporations; engage in fund raising activities with said contributions; and use these funds
14 to defray the expenses of the organization. The Corporation may engage in any and all legal activities to
15 further the purpose of NWCOA under the Indiana Non-profit Corporation Act of 1991, and as amended,
16 under Section 501 (c)(6) of the Internal Revenue Code of 1986.

17 **Article III- Membership¹**

18 **A. Membership Classes.**

- 19 1. **Professional Wildlife Control Operator (WCO) members** shall be Nuisance Wildlife Control
20 Operators, Wildlife Damage Managers, Pest Control Operators, Nuisance Trappers, Predator
21 Control Trappers, and individuals employed by government agencies working in wildlife
22 management and wildlife damage management that choose to join NWCOA as Professional
23 Wildlife Control Operators.

¹ Adapted from policy dated May 13, 2010.

- 24 a) Professional WCO members shall receive the NWCOA newsletter, have the option to be
25 listed on the National Membership Website Directory, have access to the NWCOA message
26 center, use the NWCOA logo, have voting privileges, and hold elected office.
- 27 b) Professional WCO members shall provide proof of general liability insurance coverage upon
28 application for membership or upon renewal of existing membership. Applicants who do not
29 provide wildlife control services on a commercial basis and wish to be a Professional WCO
30 member may solicit the Governing Board for a waiver from insurance requirements.
- 31 c) Professional WCO members also shall have the privilege to participate in the NWCOA
32 Liability Insurance Program at any coverage limits provided by the program.
- 33 2. **Associate WCO members** shall be Nuisance Wildlife Control Operators, Wildlife Damage
34 Managers, Pest Control Operators, Nuisance Trappers, Predator Control Trappers, and individuals
35 employed by government agencies working in wildlife management and wildlife damage
36 management that choose to join NWCOA as Associate Wildlife Control Operators. Associate WCO
37 membership is geared toward new, start-up WCO and part-time WCO businesses.
- 38 a) Associate WCOs shall receive the NWCOA newsletter, have the option to be listed on the
39 National Membership Website Directory, have access to the NWCOA message center.
- 40 b) Associate WCO members shall provide proof of general liability insurance coverage upon
41 application for membership or upon renewal of existing membership. Applicants who do not
42 provide wildlife control services on a commercial basis and wish to be an Associate WCO
43 member may solicit the Governing Board for a waiver from insurance requirements.
- 44 c) Associate WCOs also shall have the privilege to participate in the NWCOA Liability Insurance
45 Program at coverage limits from three-hundred thousand to six-hundred thousand dollars
46 (\$300,000 - \$600,000) or less. Associate WCO members shall not have voting privileges and
47 may not hold elected office.
- 48 3. **Supporting members** shall be those that choose to join NWCOA as a supporter of NWCOA and
49 do not provide wildlife control services for-hire, or on a commercial basis or operate a business
50 that supplies wildlife control services on a commercial basis. However, employees of
51 Professional WCO or Associate WCO members working from the same location/office may join
52 as Supporting Members). Supporting members shall receive the NWCOA newsletter and have
53 access to the NWCOA message center. Supporting members shall NOT individually qualify for
54 the NWCOA insurance program, listing on the National Membership Website Directory, nor
55 have voting privileges.
- 56
- 57 4. **Vendor Members** shall be those for-profit individuals, partnerships, unincorporated
58 associations, corporations, and/or suppliers, which manufactures or supplies products,
59 equipment and/or other materials or services to the wildlife management industry.
- 60
- 61 a) NWCOA may send electronic correspondence to the membership upon request, as a
62 benefit of Vendor membership no more than four (4) times per calendar year and on a

63 quarterly basis as scheduled by NWCOA. All costs, whether mailing by physical or
64 electronic means are responsibility of the vendor. Additional physical mailings may be sent
65 for a fee at the discretion of NWCOA.

66 b) Vendor members shall be listed in and receive the NWCOA newsletter, have access to the
67 NWCOA message center, may receive discounts on advertising, and be listed on the
68 NWCOA website as a Vendor member.

69 c) Vendor members shall not have voting privileges and may not hold elected office,
70 however, Vendor members also may join as a Professional member if they so choose and
71 enjoy all of the benefits of that membership class.

72

73 5. **Supporting Vendor members** shall be those for-profit individuals, partnerships, unincorporated
74 associations, corporations, and/or suppliers, which manufactures or supplies products,
75 equipment and/or other materials or services to the wildlife management industry through a
76 distributor or other retail outlet, but has no direct sales to the membership that choose to join
77 NWCOA as a Supporting Vendor.

78

79 a) Supporting Vendor members may request one (1) correspondence per calendar year to the
80 NWCOA membership.

81 b) Supporting Vendor members shall be listed in and receive the NWCOA newsletter, have
82 access to the NWCOA message center may receive discounts on advertising, and be listed
83 on the NWCOA website as a Supporting Vendor member.

84 c) Supporting Vendor members shall not have voting privileges and may not hold elected
85 office, however, Supporting Vendor members may also join as a Professional member if
86 they so choose and enjoy all of the benefits of that membership class.

87

88 6. **Corporate Sponsor members** shall be those for-profit individuals, partnerships, unincorporated
89 associations, corporations, and/ or suppliers, who wish to financially sponsor the operations and
90 programs of NWCOA. Corporate Sponsor members shall be designated in four (4) giving levels,
91 Platinum (Highest), Diamond (High), Gold (Middle), and Silver (Basic). The Governing Board shall
92 set sponsorship levels as necessary. Corporate Sponsor members' logos will be recognized in
93 NWCOA marketing and advertising campaigns as necessary to promote this relationship.

94 7. **Information Only members** shall receive the NWCOA newsletter. Information Only members
95 will not be listed on the National Membership Website Directory, nor have access to the
96 NWCOA message center, nor have voting privileges. Information Only members shall consist of
97 honorary members, Government agencies, and affiliate groups as determined by the Governing
98 Board.

99 8. **Gift memberships** can be purchased by active NWCOA members to promote NWCOA to
100 nonmembers. The Governing Board may gift membership to individuals, corporations, or other
101 entities upon two-thirds (2/3) approval of the Governing Board to promote NWCOA. Gift
102 recipients must agree to the terms and conditions of membership and return a signed
103 membership form in order to activate their membership in NWCOA.

104

B. Conditions of Membership:

- 105 1. Submit membership application and pay dues as set by the Governing Board for the
- 106 membership class and meet any necessary insurance requirements, if any, required by the
- 107 class.
- 108 2. Be active and provide input into the workings and activities of NWCOA.
- 109 3. Members will never represent themselves as an official voice of NWCOA unless approved
- 110 by the Governing Board to represent NWCOA.
- 111 4. Members must read, understand, and support the NWCOA Statement to Support Scientific
- 112 Wildlife Population Management, which reads as follows: The National Wildlife Control
- 113 Operators Association supports sound, scientific wildlife management principles including,
- 114 but not limited to: hunting, trapping, and any other lethal population control in accordance
- 115 with Federal, State, and local regulations.
- 116 5. Members must accept and agree to abide by the NWCOA Code of Ethics.

117 C. **Membership Dues:** Membership fees shall be due January 1 of each year for all members and
 118 the membership year shall run from January 1 to December 31 to coincide with NWCOA fiscal
 119 year. New members who join the Association will pay the full dues rate regardless of join date.
 120 New members joining between July 1st and December 31st will pay one-half (½) of their dues
 121 rate plus the following year dues to ensure continuity of insurance coverage. The Governing
 122 Board shall set and modify the dues rate schedule for all classes of membership as necessary.
 123 Renewals are not subject to pro-rating, and renewals not paid by March 1 of the calendar year
 124 will be placed on inactive status and lose all membership privileges.

- 125 1. **Discounts.** The Governing Board may approve a discounted rate for any membership
- 126 category as a promotional tool at their discretion.
- 127 2. **Military Service.** Members called to military service shall have their dues waived while
- 128 serving on active duty. It shall be the responsibility of members to notify NWCOA of
- 129 their military deployment. Membership fees will resume upon the cessation of active
- 130 duty according to the fee schedule for the member's membership class and pro-rated as
- 131 necessary.

132 3. **Annual Dues Rate Schedule by Membership Class**

133	a)	Corporate Platinum Sponsor	\$10,000.00
134	b)	Corporate Diamond Sponsor	\$7,500.00
135	c)	Corporate Gold Sponsor	\$5,000.00
136	d)	Corporate Silver Sponsor	\$2,500.00
137	e)	Professional WCO	\$250.00
138	f)	Associate WCO	\$125.00
139	g)	Supporting	\$50.00
140	h)	Vendor	\$500.00

141	i)	Supporting Vendor	\$350.00
142	j)	Information only	N/A
143	k)	Gift	N/A

144 **D. Membership Database.** NWCOA shall send correspondence to the Membership as a benefit to
 145 Vendor members upon request by a Vendor member in good standing. Membership lists may be
 146 sold by NWCOA to third parties upon approval of the Governing Board. Non-profit organizations
 147 may be provided information on a case-by-case basis and as approved by the Governing Board.

148 **E. Membership Criteria.** Membership applications are subject to review for acceptance or rejection
 149 by the NWCOA Governing Board based on our membership criteria.

150 **F. Suspension or Termination of Membership.** Memberships of any type can be suspended and all
 151 privileges of membership may be terminated for the following reasons:

- 152 1. non-payment of dues sixty (60) days after the due date of membership renewal;
- 153 2. violations of the Corporation’s written policies, including, but be not limited to, acts
 154 deemed in violation of the Bylaws, Policy Decisions, or the Code of Ethics of the
 155 Corporation; and
- 156 3. actions detrimental to the Corporation,

157 provided that the suspension or termination is approved by at least a two-thirds ($\frac{2}{3}$) vote of the
 158 Governing Board and made under a procedure that is fair and reasonable and carried out good
 159 faith in consideration all of the relevant facts and circumstances. In order for a suspension or
 160 termination procedure to be fair and reasonable, the following minimum protocols shall be
 161 followed: a) not less than fifteen (15) days prior written notice of the suspension or termination
 162 and the reasons for the suspension or termination be provided to the applicable member and b)
 163 an opportunity be provided for the member to be heard by the Governing Board, orally or in
 164 writing, not less than five (5) days before the effective date of the suspension or termination.

165 Members that are suspended or terminated shall not continue to mention their NWCOA
 166 affiliation, use or submit for use the NWCOA logo or other NWCOA materials, and must
 167 expeditiously remove the NWCOA logo from any promotional material, advertising, brochures,
 168 stationery, etc. Suspended or terminated members who fail to abide by these restrictions may be
 169 subject to legal action. Members suspended for non-payment of dues may rejoin or be reinstated
 170 by payment of annual dues.

171 **G. Resignation of Membership.** Any member wishing to leave the organization may do so at any
 172 time by providing written notification of the member’s resignation to the Membership
 173 Committee or NWCOA Secretary..

174 **H. Membership Meeting.** The Corporation shall at least one (1) Member meeting each calendar
 175 year, which shall be designated as the Annual Meeting and held in conjunction with the national
 176 convention, as set forth in Article VIII of these Bylaws.

Article IV—Officers and Governing Bodies of NWCOA

A. Qualifications of Officers. A voting member in good standing may run for office.

B. Officers

1. **President** shall be the chief executive officer of NWCOA; shall provide general direction for the administration of the corporation, subject to the authority and direction of the Governing Board; shall preside at all meetings of NWCOA; shall be a member *ex officio* of all committees; and shall perform such duties as herein provided or as are assigned by the Governing Board. The President shall have one (1) vote.
2. **Vice President** shall assume the duties of the President, during the President's absence or inability to serve. In the event of the President's death, resignation, or removal from office, the Vice-President shall immediately assume the office of President for the remainder of his/her term of office. The Vice President shall perform such other duties as may be assigned by the President or the Governing Board. The Vice President shall have one (1) vote.
3. **Secretary** shall keep accurate written records of the proceedings of all meetings of NWCOA's Governing Board; shall give proper notice for all meetings for which provision is made herein; shall record Governing Board members attendance at meetings; shall manage, oversee, and execute elections; shall update bylaws after proposed amendments are adopted; shall maintain minutes of meetings including all motions and actions taken by the Governing Board and Executive Council; and shall be the custodian of the seal of NWCOA. Secretary shall maintain the Policy Recordings of NWCOA as described herein and in Article VI. The Secretary, at the direction of the Governing Board, shall be responsible for all communication methods for members, Governing Board, and the general public. The Secretary shall have one (1) vote.
4. **Treasurer** shall be responsible, through methods of internal control, for the recording and deposit of all receipts of NWCOA, for the proper disbursement of its cash, and for control over all property of NWCOA, whether real or personal of NWCOA. The Treasurer shall present a complete and detailed financial statement of all transactions, including a statement of assets, liabilities, and funds of NWCOA for the prior calendar year to the Governing Board at the Annual Meeting, this statement having first been duly audited by auditors approved by the Governing Board. All funds shall be deposited in such depositories as shall be approved by Governing Board. Treasurer shall have one (1) vote. In addition the Treasurer shall:
 - a) maintain the accounting records and budget revenue;
 - b) develop tax records, prepare, and submit revenue and other reports to appropriate state and federal agencies;
 - c) report monthly to the President on the budget status;
 - d) provide a financial report to the membership for the previous calendar year at the Annual Meeting. Submit an annual budget for the upcoming year by March 1st of the calendar year for Governing Board approval. Transfer of the Treasurer position to a new person will require: i. an external audit by a

219 Certified Public Accountant not normally employed or contracted by the
220 Corporation and ii. completion of official release, transfer of authorizations,
221 and changing of names on accounts prior to the new Treasurer assuming the
222 office; and
223 e) receive all membership applications, issue membership certificates to all
224 members, and maintain an accurate roll of all members of the Corporation
225 showing the current mailing address and the expiration date of each.
226

227 5. **General Organizer** shall coordinate NWCOA events and programs at the state level and
228 assist with planning and execution of the Annual Meeting and national convention; shall
229 utilize the system of Regional Directors and State Representatives to accomplish this task.
230 The General Organizer shall serve as the manager of the Affiliate Program. The General
231 Organizer shall be responsible for public relations regarding the NWCOA activities and
232 accomplishments. The General Organizer shall maintain a list of all State Representatives.
233 The General Organizer shall have one (1) vote.

234 6. **Regional Directors** shall act as voting representative of members within a given region and
235 the Director must reside within the region he/she represents. The regions shall be Eastern,
236 Central, and Western. The Eastern Region shall be comprised of the states: ME, NH, VT,
237 MA, RI, NY, CT, PA, NJ, DE, WV, VA, MD, NC, SC, GA, and FL. The Central Region shall be
238 comprised of the states: OH, KY, TN, AL, MI, IN, IL, WI, MN, IA, MO, AR, MS, and LA. The
239 Western Region shall be comprised of the states: ND, SD, NE, KS, OK, TX, MT, WY, CO, NM,
240 ID, UT, AZ, WA, OR, NV, CA, AK, and HI. The Regional Directors shall help identify and
241 explain regional issues and concerns of the members within their perspective regions.
242 Regional Directors must maintain open communication with members through a system of
243 State Representatives. Through this system of State Representatives, the Regional Director
244 shall stay informed regarding the regulation of wildlife damage control for each state in
245 their region. All information should be compiled, updated as necessary and sent to the
246 Secretary maintain with other NWCOA records. The Regional Director should ensure each
247 state in their region has a State Representative and solicit candidates as vacancies occur,
248 then forward candidates to the Governing Board for appointment. Each Regional Director
249 shall have one (1) vote.

250 7. **At-Large Director** shall act as the voting representative for all members and to the
251 membership as a whole, including countries, nations, and territories outside the United
252 States. The At-Large Director shall help identify and explain issues and concerns of the
253 members that they represent. At-Large Director must maintain open communication with
254 the membership through representatives, electronic means, and through NWCOA media.
255 Through open communication, the At-Large Director shall stay informed regarding issues
256 facing the wildlife control industry, regulatory oversight, and concerns of the membership.
257 Each At-Large Director shall have one (1) vote.

258 8. **State Representative** shall represent NWCOA members at the state level; shall provide and
259 disseminate information to the members on workings of NWCOA. State Representatives
260 are advisory positions and shall not vote as Governing Board Officers. State
261 Representatives shall maintain current files of regulations within their state and provide
262 copies of this information to their Regional Director and the Secretary. Each state shall

263 have one (1) State Representative appointed by the Governing Board. The Regional
264 Director shall submit a list of State Representatives of the states within his/her region for
265 Governing Board approval. In states with an active NWCOA Affiliate, the elected affiliate
266 president shall be appointed to serve as the official NWCOA State Representative. In states
267 without an active NWCOA State Affiliate, the Governing Board shall appoint a member
268 within the state to serve as State Representative.

269 9. **Immediate Past President** may be appointed to the Governing Board by the newly elected
270 Board. This Board position shall be a voting position. In the event of a tie vote, the
271 Immediate Past President's vote shall not count as a vote. The Immediate Past President
272 has the option not to serve in this position.

273 C. **Resignations and Removal of an Officer.** Officers that have been elected or appointed may
274 resign their position at any time by submitting a letter or e-mail stating their resignation to the
275 NWCOA Secretary. Resignation correspondence shall be kept and maintained by the Secretary.
276 Officers may be removed from office, with or without cause, by a two-thirds (2/3) vote of the
277 Governing Board. Once removed the individual cannot hold any office, chairperson, or paid
278 position with NWCOA for a minimum of two (2) years from the date of removal.

279 D. **Vacancies.** Any vacancy by resignation, removal, death or otherwise, shall be filled by a vote of a
280 majority of the entire remaining members of the Governing Board for the remainder of the
281 current term of office. All replacements must meet the candidacy requirements of the position
282 except the requirement of being elected by the voting membership.

283 **Article V-Elections of Officers and Governing Board**

284 **Members**

285 A. **Election Management.** At the direction of the Governing Board, the Secretary shall hire a Teller
286 to oversee and manage the election process. A Teller is an impartial, independent, contractor
287 with no official ties to NWCOA or any candidates for office. The Teller shall be an attorney,
288 accountant, or a firm that specializes in conducting elections for non-profit corporations.

289 B. **Announcement.** The Secretary shall post announcements to the general membership to inform
290 them of the coming election and to solicit nominations.

291 C. **Nominations.** Nominations must be submitted by letter, e-mail, or fax to the Secretary in
292 accordance with the call for nominations and shall be received from August 1-31 of the voting
293 year. Nominations must include the position, name of the individual, and contact phone number.
294 Name and contact information of the member making the nomination must be included also.
295 Self-nominations are acceptable. Only voting members of NWCOA in good standing may submit
296 nominations. Other administrative considerations and instructions may be added in the official
297 notice calling for nominations.

298 D. **Candidate Eligibility.** Only voting members of NWCOA in good standing, including not delinquent
299 in payment of dues or otherwise subject to suspension or termination, are eligible for
300 nomination and election to the Governing Board and may hold office after election. Governing

301 Board positions have no residency requirements, except for the office of Regional Director. All
302 candidates for Regional Director must maintain permanent residency within the region they will
303 serve. Write-In candidates shall not be accepted. Incumbent Officers having served two (2)
304 consecutive terms shall not be eligible unless running unopposed for office. All candidates must
305 have been a member in good standing for the previous two (2) years to be eligible to hold offices
306 of President, Vice President, Secretary, Treasurer, General Organizer and the previous one year
307 for all Director positions.

308 E. **Voter Eligibility.** All NWCOA members with voting privileges and in good standing at the time of
309 the election shall be eligible to vote for all non-Regional Director candidates for the Governing
310 Board and for candidates for Regional Director of the members' respective region.

311 F. **Voting.** The Secretary will create official ballots after ensuring candidate eligibility and forward
312 the official ballot, a pamphlet outlining candidates and their biographies, and a list of eligible
313 voters to the Teller. Ballots shall be mailed by U.S. Mail to all eligible voting members no later
314 than October 1st of the voting year. Election voting will commence on November 1 and continue
315 for thirty (30) days from November 1-30 of the voting year. Completed ballots must be returned
316 in accordance with the instructions included with the ballot to be valid. Only votes cast on the
317 official ballot shall be accepted. A maximum of one (1) ballot per voting member shall be
318 accepted. All ballots must be signed and dated by the voting member to be valid and to verify the
319 integrity of the ballot. All members with voting privileges in good standing are eligible to vote.
320 Electronic voting systems via the Internet may be employed if current technology meets NWCOA
321 election requirements, and maintains the integrity of the election in the election process.

322 1. **Counting Ballots.** Ballots must be received by the Teller by December 10th of the voting
323 year and will be tallied by the Teller. Ballots received after December 10th of the voting
324 year or those not signed and dated during the voting month will not be counted and
325 shall be labeled as invalid and stored with the election records. The Teller shall
326 determine the election results and forward them to the Secretary in sealed
327 correspondence. The individual receiving the most votes for each office or position shall
328 be deemed elected. Counting of ballots shall be in accordance with *Robert's Rules of*
329 *Order, Newly Revised* unless stated otherwise in policy or these Bylaws.

330 G. **Reporting.** The Secretary shall report to the Governing Board and to the Membership at the
331 Annual Meeting the results of each election and include the number of ballots received, the
332 number of votes per candidate, and any problems encountered. Election records shall be
333 maintained by the Secretary and ballots shall be kept until the next election.

334 H. **Start of Term.** Elected officials shall begin their term of service upon adjournment of the Annual
335 Meeting, provided that the outgoing elected officials shall have a duty to assist in good faith with
336 the transition of the official duties to the newly elected official, including, but not limited to, the
337 transfer of any and all Corporation documents and records.

339 **A. Governing Board.** The governing body or Board of Directors of NWCOA shall be known as the
340 Governing Board and consist of the following nine (9) members: President, Vice-President,
341 Secretary, Treasurer, General Organizer, three (3) Regional Directors, and one (1) At Large
342 Director. These nine (9) Governing Board shall be elected by NWCOA members in good standing
343 who are eligible to vote. Once elected, the Governing Board will be responsible for the general
344 management of the Corporation, define policy, adopt positions, and vote on all other matters of
345 the Corporation unless otherwise noted in these Bylaws. A tenth (10) member of the Governing
346 Board may be held by the most recent past president provided the Governing Board decides to
347 appoint him/her and the most recent past president accepts the position.

348 1. **Length of Term.** All nine (9) elected positions shall be for a term of two (2) years or until
349 their successors are elected. The Immediate Past President can serve for a term of up to
350 one (1) year. At the Annual Meeting, the outgoing President shall recognize and install
351 the newly elected officers to their respective positions and they shall assume office
352 upon adjournment of the Annual Meeting.

353 2. **Term Limits. Elected** officers shall not serve more than two (2) consecutive terms in the
354 same position or be eligible for a third term unless running unopposed in the biennial
355 election.

356 **B. Governing Board Meetings.**

357 1. **Frequency.** The Governing Board shall meet at least four (4) times a year, and meet at
358 least two (2) times in person per calendar year. Special meetings may be called at any
359 time by the President or by a two-thirds (2/3) vote of the Governing Board.

360 2. **Electronic Meetings.** The Governing Board may utilize the Internet, video conferencing,
361 telephone conferencing, or any other remote technology that may become available in
362 the future provided that communication and quorum remains established during the
363 meeting and that all members simultaneously can hear each other and participate
364 during the meeting.

365 3. **Emergency Meetings.** Emergency meetings may be held at any time without prior
366 notice when called for by the President or a majority of Governing Board members. An
367 Emergency Meeting need only establish a quorum to be valid.

368 **C. Quorums.** Two-thirds ($\frac{2}{3}$) of the voting members of the Governing Board must be present, in
369 person to establish a quorum. A quorum must be achieved in order to accept a vote on any
370 matter. Majority vote shall rule on all matters except for matters identified in the Bylaws that
371 require a two-thirds ($\frac{2}{3}$), three-fourths ($\frac{3}{4}$), or unanimous vote.

372 **D. Attendance.** Governing Board members are expected to attend all meetings of the Governing
373 Board. Any NWCOA Member in good standing may attend a Governing Board meeting in person
374 but shall not have the floor unless recognized by the presiding Officer. However, the presiding
375 Officer must recognize any Member in good standing who brings forth a motion for
376 consideration during the scheduled time. Upon receiving a second, the matter shall be voted on

377 by the Governing Board. Members may attend electronic meetings, if technology is available and
378 can be coordinated by the Secretary.

379 **E. Recognition of Visitors.** At the beginning of each Governing Board meeting, the floor shall be
380 open for a maximum of thirty (30) minutes to visitors, members or anyone in attendance who
381 wish to address the Governing Board. Comments and motions will be accepted at this time. Each
382 speaker shall have the floor for no more than five (5) minutes. Speakers may yield their time to
383 another speaker. Anyone wishing to obtain the floor at a meeting shall make a written request to
384 the Secretary prior to the meeting.

385 **F. Governing Board Voting.** The Governing Board shall vote on all matters of the Corporation unless
386 otherwise noted in the Bylaws.

- 387 1. **Absentee Ballots.** Absentee ballots refer to voting on matters outside the formal
388 meeting of the voting body. All matters that can be decided in a formal meeting may be
389 decided by absentee ballots. Voting may be conducted by mail, fax, e-mail, or other
390 electronic means.
- 391 2. Matters to be voted on in absentia must be presented to voting members at least thirty
392 (30) days in advance of vote. All votes must be received within the time frame
393 established by the written notice and must be signed and dated by the voting Board
394 member to verify the integrity of the ballot. The Secretary shall receive all absentee
395 votes; count, record, and cast the votes on behalf of the absent Board member. Quorum
396 will be established by return of ballots. A quorum is achieved upon the return of a two-
397 thirds (2/3) vote of the voting Board members' ballots. Board members do not need to
398 cast a vote up or down on the matter and may abstain; however, they need to return
399 the ballot to be counted to establish the quorum.
- 400 3. **Proxy Voting.** All voting members of the Governing Board of NWCOA are expected to
401 execute and conduct their voting duties with the greatest sense of responsibility,
402 considering the members they represent while exercising their voting power and
403 authority. Voting Board members are expected to be present at all duly conducted
404 meetings and have a fiduciary responsibility to represent the membership in person. As
405 such, proxy voting is not allowed for Governing Board members.

406 **G. Conflict of Interest.** For the purposes of protecting the Corporation's interest when it is
407 contemplating entering into a transaction or arrangements, the Corporation and its employees,
408 members, officers and members of the Governing Board shall comply with the Corporation's
409 Conflict of Interest Policy, as provided in Article XII of these Bylaws.

410 **H. Notice.** The Secretary shall provide notice of any scheduled Governing Board meeting to the
411 Governing Board via e-mail, message board, telephone, or any other electronic means available
412 to the Secretary that can be accessed by each Board Member. The Secretary shall provide notice
413 of any scheduled Governing Board meeting to the General Membership via e-mail, message
414 board, telephone, or any other electronic means available to the Secretary that can be readily
415 accessed by each Member. Notice for regular meetings of the Governing Board shall be given, at
416 least thirty (30) days, in advance of meeting date. Notice is not required for emergency meetings
417 as prescribed in Article VI, Section B, Item 3.

418 **I. Order of Business at Regular Meetings of the Board.**

- 419 1. Calling of Roll

- 420 2. Secretary's proof of Notice
- 421 3. Recognition of Visitors
- 422 4. Reading, correction, and acceptance of minutes from previous meeting, if applicable.
- 423 5. Reports of Officers
- 424 6. Committee Reports
- 425 7. Unfinished business and General Orders
- 426 8. New Business
- 427 9. Adjournment
- 428 **J. Robert's Rules of Order.** *Robert's Rules of Order, Newly Revised* will be utilized to conduct official
429 meetings of NWCOA to the extent that said rules do not conflict with the Articles of
430 Incorporation, the Bylaws of NWCOA, or the Indiana State Code Act.
- 431 **K. Recordings of NWCOA.** All decisions of the Governing Board shall be recorded by the Secretary in
432 the form of meeting minutes and shall be entered into the minutes of the next Governing Board
433 meeting for adoption and then stored for reference or future use. Recordings of NWCOA shall
434 include minutes of all Governing Board meetings and the Annual Meeting. Any position
435 statements or other written statements or formal decisions of the Governing Board shall be
436 recorded by the Secretary and all policies and position statements should be maintained with the
437 Constitution and the Bylaws but they are not part of the Constitution or Bylaws. Bylaws shall be a
438 living document and shall be dated, and adopted to supersede all previous versions when
439 changes are approved by a two-thirds (2/3) vote of the Governing Board. This document shall
440 serve as an ongoing historical document recording the actions of this organization. The Secretary
441 shall maintain it.

Article VII-Committees

- 442
- 443 A. The President with advice of the General Board shall prepare a list of committees along with
444 their respective Chairmen (chairmen shall be understood as gender neutral) for the approval of
445 the Governing Board. The Governing Board may establish standing and/or *ad hoc* committees as
446 needed or desired to accomplish the mission of the organization. Every two (2) years following
447 the elections of the Governing Board, the Governing Board shall review and reestablish the
448 committees and shall appoint the chairman to each of the standing committees. Committee
449 chairmen must be NWCOA members, but are permitted to be Members from any of the
450 membership classes.
- 451 B. Committees shall abide the guidelines listed below.
- 452 1. All Committees shall be advisory to Governing Board and have no independent role,
453 except where specific authorities are delegated to them by the Governing Board.

- 454 2. The Governing Board reserves the right to overrule and rescind decisions of any
455 established committee.
- 456 3. Committee Chairmen serve at the pleasure of the Governing Board and may be
457 removed for any reason.
- 458 4. Committee chairmen may appoint individuals to their respective committees after
459 consulting and receiving consent from the Governing Board.
- 460 5. Non-chair members of committees may be obtained from any class of NWCOA
461 membership. Non-NWCOA members may be appointed to committees provided they
462 agree and sign the NWCOA Code of Ethics.
- 463 6. Chairmen may remove a committee member with consent of the Governing Board.
- 464 7. The quorum for each Committee shall be a majority of the members (one half (½) of
465 members, plus one (1)) except for sub-committees where a quorum shall be one-third
466 (1/3) of the members or one (1) member whichever is greater.
- 467 8. Committees may establish sub-committees as deemed necessary and serve at the
468 pleasure of the Committee chairman.
- 469 9. Committee members shall only discuss sensitive committee matters within their
470 respective committee, with members of the Governing Board, and/or the parties
471 involved.
- 472 10. Committees must consider whether other NWCOA committees should take up
473 proposals BEFORE submitting them for consideration to the Governing Board for a
474 decision.
- 475 11. Chairman of each committee shall present an annual accountability report to the
476 Governing Board at the Annual Meeting, unless the circumstances or Governing Board
477 require more frequent reports.
- 478 12. The Chairman of each committee is responsible for establishing procedures for his
479 respective committee. The procedures should ensure fairness, respect, consistency, and
480 accountability.
- 481 13. Any committee wishing to address a policy or bylaw change with respect to their scope
482 shall send all draft items to the Bylaws and Policy committee for review prior and not
483 submit any drafts, proposals, or changes directly to the Governing Board for
484 consideration.
- 485 C. The Governing Board may establish additional committee guidelines, policies, and procedures as
486 deemed necessary by consent of the Governing Board.

Article VIII–Annual Meeting

487

488 NWCOA shall convene in a minimum of one (1) Annual Meeting (also known as a National Convention) per
489 calendar year. The definite date and meeting place shall be determined by the Governing Board. Notice of
490 the Annual Meeting shall be sent by U.S. Mail or other electronic means to the membership at least sixty
491 (60) days in advance.

492 **National Council.** The National Council of NWCOA shall be comprised of the current members of the
493 Governing Board, NWCOA State Representatives, and any Affiliate Delegates from NWCOA affiliate
494 associations in good standing and shall comprise the Voting Body. The National Council shall convene
495 during the Annual Meeting for the purpose of hearing resolutions pertaining to NWCOA policy, position
496 statements, white papers etc. that provide guidance to the Governing Board in representing the views of
497 the Association. The National Council will not hear resolutions related to the internal administration of
498 the Association.

499 **Voting Body.** The Voting Body shall vote upon resolutions presented during the National Council Meeting.
500 Each member of the National Council shall have one (1) vote. All resolutions shall be approved or
501 disapproved by simple majority vote.

502 **Affiliate Delegates.** Affiliate Delegates shall be a representative of a NWCOA affiliate association. This
503 person shall represent the Affiliate Association during the National Council Meeting and cast votes on
504 behalf of the Affiliate. Affiliate Delegates also shall be given the floor upon request to bring attention to
505 any local or state related issue.

506 **Quorum.** A quorum for the National Council shall be comprised of all Voting Body members present for
507 the Annual Meeting.

Article IX–Business and Financial

508

A. Reimbursement of Expenses for NWCOA Related Activities.

509

510 1. **Purpose.** The Governing Board of NWCOA recognizes that the organization may need
511 individuals to travel and/or incur other expenses to conduct NWCOA business and fulfill
512 other needs of NWCOA. The purpose of this Policy is to ensure that a) adequate cost controls
513 are in place, b) travel and other expenditures are appropriate, and c) a uniform and
514 consistent approach exists for the timely reimbursement of authorized expenses incurred by
515 those submitting expenses for reimbursement. It is the policy of NWCOA to reimburse only
516 reasonable and necessary expenses actually incurred by those working on its behalf.

517 2. **Governing Values.** When incurring business expenses, NWCOA expects those travelling on
518 its behalf to: exercise discretion and good business judgment with respect to those
519 expenses; be cost conscious and spend NWCOA's money as carefully and judiciously as the
520 individual would spend his or her own funds. Expenses shall be supported by receipts and
521 completed expense form. All claims must be approved by the Treasurer prior to

522 reimbursement. Exceptions to expense policy require prior written approval of the
523 President.

524 3. **Expense Report.** All requests for reimbursement shall be made using the standard NWCOA
525 expense report. The Report may be downloaded from the NWCOA Board Site. The Expense
526 Report shall be submitted to the Treasurer within sixty (60) days of the expense and/or
527 travel (if travel reimbursement is requested) and must include:

- 528 a) The individual's name,
- 529 b) Receipts. Receipts are required for all expenditures. No expense will be reimbursed
530 unless the individual requesting reimbursement submits with the Expense Report
531 written receipts from each vendor (credit card receipt or statement is acceptable)
532 showing the vendor's name, a description of the services provided (if not otherwise
533 obvious), the date, and the total expenses, including tips (if applicable).
- 534 c) The date, origin, destination and purpose of the trip, if travel related.
- 535 d) The amount of each expense categorized under the appropriate Expense Report line
536 item with supplemental description, if needed.
- 537 e) All Expense Reports must be signed and dated by the person requesting reimbursement.

538 **B. Reimbursable Expenses include:**

539 1. **Reimbursable Travel.** The following qualify for reimbursable travel:

- 540 a) all Governing Board meetings and related conferences with required attendance.
- 541 b) Committee Meetings, with required attendance.
- 542 c) State Affiliate and other State Association Meetings, Legislative and Regulatory
543 Meetings if representing NWCOA at the direction of the NWCOA President.
- 544 d) All other travel undertaken at the request of the NWCOA President on behalf of
545 NWCOA. Officers and Directors traveling on behalf of NWCOA may incorporate personal
546 travel or business with their NWCOA-related trips; however, individuals shall not
547 arrange NWCOA travel at a time that is less advantageous to NWCOA or involving
548 greater expense to NWCOA in order to accommodate personal travel plans. Any
549 additional expenses incurred as a result of personal travel, including but not limited to
550 extra hotel nights, additional stopovers, meals or transportation, are the sole
551 responsibility of the individual and will not be reimbursed by NWCOA.

552 2. Expenses associated with travel of an individual's spouse, family or friends will not be
553 reimbursed by NWCOA.

- 554 a) **Airfare.** The lowest available coach fare should be booked (e.g. twenty-one (21) day
555 advance purchase, special discounts). Governing Board meeting dates are published well
556 in advance allowing for timely reservations. For events not associated with an approved
557 conference or board meeting (e.g. chapter visits or other NWCOA conferences), advance
558 approval of the NWCOA President is required and a determination as to whether air or

559 an alternative mode of travel will be made. Costs related to upgrades utilizing frequent
560 flyer miles are not reimbursable. Delays (weather, mechanical) in travel beyond the
561 control of the individual will generally be considered reimbursable; however a full
562 justification/explanation and appropriate documentation must accompany the expense
563 report.

564 b) **Lodging.** For official NWCOA travel to Governing Board meetings (and attendance at
565 related conferences), and other pre-approved events, NWCOA will reimburse for
566 standard rooms only. Suites, rooms deemed as luxury, etc. will only be reimbursed at
567 the standard room rate. If NWCOA negotiates specific hotel rates at a reduced cost,
568 these are the only acceptable rates for reimbursement, unless the traveler has secured
569 a lower rate through their own efforts. Reservations must be made prior to the room
570 block cutoff date if the traveler is utilizing the rates negotiated by NWCOA. If the Officer
571 or Director fails to make the reservation prior to the cutoff date and incurs a higher rate,
572 reimbursement of the difference in cost is at the discretion of the President. If the
573 Officer or Director chooses to stay at a hotel other than the approved conference
574 hotel(s), only the amount of the negotiated rate at the approved hotel(s) will be
575 reimbursed toward the stay at the alternative lodging. Lodging for travel requested by a
576 Governing Board Member (other than the meetings previously addressed herein) shall
577 be booked prudently and reasonably.

578 c) **Transportation:**

579 i. if by personal car the current Internal Revenue Service (IRS) mileage rate should be
580 used. The cost should not exceed the lowest available airfare, plus necessary
581 ground transportation.

582 ii. reimbursement for the use of rental cars is not authorized unless they are required
583 for NWCOA business or are less expensive than the normal mode of transportation.
584 Advance approval by the NWCOA President or NWCOA Treasurer is required. Rental
585 cars must be refueled prior to return.

586 iii. transportation to and from the airport to hotels should be by the lowest cost
587 available (i.e. hotel/airport shuttle, metro, taxi).

588 d) **Parking/Tolls.** Parking costs and tolls incurred when using your personal vehicle or
589 authorized rental car are reimbursable. Reimbursement for parking shall be limited to
590 the lowest cost parking lots available (i.e. economy/long-term lots at airport). Use the
591 lowest cost lot at airports.

592 e) **Meals.** Meal costs, including tip, up to the government per diem (for the applicable
593 area) per day are authorized. Exceptions to this limit are occasions when the NWCOA
594 President or authorized designee hosts members of the Governing Board, conference
595 speakers, or honored guests. Every care should be taken to ensure that costs are kept to
596 a reasonable level.

597

3. Examples of Non-Reimbursable Expenditures include:

598

a) expenditures deemed as lavish or excessive will not be reimbursed, as such expenses are inappropriate for reimbursement by a non-profit organization, such as

599

600

b) personal alcohol,

601

c) fees for upgrades of air, hotel and auto costs,

602

d) airline club membership fees, dues, upgrades, lost luggage, in-flight movies,

603

e) phone usage on airline unless for a NWCOA related emergency,

604

f) flight or rental car insurance,

605

g) car washes,

606

h) excessive tips, (i.e., in excess of 20% of cost of meal or services, excluding tax),

607

i) entertainment not preapproved by the NWCOA President,

608

j) personal travel during an NWCOA trip,

609

k) spousal expenses,

610

l) limousine travel,

611

m) conferences which are not pre-approved by the NWCOA President,

612

n) laundry service – (Laundry (except when overnight travel is required for seven (7) or more consecutive nights),

613

614

o) traffic and/or parking citations,

615

p) auto repairs,

616

q) in-room high speed internet access in hotels for personal use,

617

r) in-room movies, video games and/or mini bar items, costs for use of hotel gym, massage or sauna,

618

619

s) valet parking, unless there is no “self-park” option or self-parking is an unsafe option,

620

t) magazines & newspapers,

621

u) barber/hairstylist/beautician expenses,

622

v) clothing, personal care, and toiletries,

623

w) flowers, cards and gifts,

624

x) tobacco products,

- 625 y) medical supplies, and
- 626 z) any other expense that is determined to be or deemed by the Governing Board to be
627 inappropriate for compensation as a non-profit corporation.
- 628 C. **Employees and Contractors.** The Governing Board may appoint or hire such other officers,
629 agents, and employees as it may deem advisable to facilitate operation of the Corporation.
630 Appointees or employees shall exercise such powers and perform such duties as shall be granted
631 and determined by the Governing Board. No employee or paid contractor shall be hired without
632 two-thirds (2/3) approval of the Governing Board, except that the Governing Board may choose a
633 Governing Board Member to act on its behalf.
- 634 D. **Solicitation of Bids and Contracting of Services.** Whenever it is deemed appropriate or
635 otherwise required by the Governing Board, services should be contracted and a bid process is
636 desired, the following procedure will be followed:
- 637 1. bid specifications will be developed by the Governing Board,
- 638 2. Notice of solicitation of goods or service may be posted in a media suitable to encourage a
639 competitive bid. The Notice shall first solicit perspective bidders and give information on
640 how a prospective bidder can receive a copy of the bid specification,
- 641 3. the Notice shall include general description of goods and services being sought,
- 642 4. the Notice shall clearly state all bid specifications and how to request information,
- 643 5. beginning and ending dates for accepting of bids,
- 644 6. bid specification must include details of the project, product or service and variations to
645 specifications that might be considered,
- 646 7. considerations that will be determined in awarding the project, product or service to the
647 successful bidder,
- 648 8. best price or best value determinations may be used and must be stated in the bid
649 specification as to which method will be used to determine the winning bid, and
- 650 9. bids may be accepted no earlier than fifteen (15) days from the date of notice and shall be
651 accepted for no less than forty-five (45) days from date of notice.
- 652 E. **Ethics Clause.** No officer or member of the Governing Board may serve on any hiring committee
653 or bid acceptance committee if they are deemed to have a conflict of interest as described in
654 Article XII. The Budget and Business Planning Committee shall open and evaluate all bids and
655 make recommendations to the Governing Board for approval.
- 656 F. **Advertising on NWCOA Owned Media.** Anyone who solicits or offers for sale any product,
657 service, or training on <http://www.nwcoa.info> or any NWCOA owned media is required to be a
658 Vendor Member or pay a fee comparable to Vendor Member dues for advertising space as

659 determined by the Governing Board. **The following solicitations/offers shall be exempted from**
660 **this section:**

661 1. Any Member who manufactures a product, but has no direct sales, and product is solely
662 marketed through a current Vendor Member in good standing.

663 2. One time sales of used or surplus equipment by Members.

664 3. Training offered by state, regional, or national non-profit associations, or any NWCOA
665 Certified Training.

666 G. **Fiscal Year.** The fiscal year of the Corporation shall be the calendar year.

667 H. **Membership Use of NWCOA Trademarks, Service marks (Logo, Name, Title).** All NWCOA
668 Members shall follow the Use of Marks Policy (available at <http://www.nwcoa.com>) whenever
669 using any trademark or service mark owned by NWCOA. Any deviation from the policy statement
670 or authorities granted therein may subject the Member to suspension or revocation or
671 membership status and also may subject the Member to legal action by NWCOA for improper
672 use of any registered marks.

673 **Article X-Affiliate Program**

674 A. **Purpose.** NWCOA's affiliate program provides a framework for autonomous state, territorial,
675 national, and international organizations who share the goal of protecting, enhancing, and
676 protecting the interests of responsible and professional wildlife damage management practices
677 to associate with NWCOA. Affiliates operate at the grassroots level by working to educate,
678 encourage and facilitate the goals and interests of wildlife damage management in their
679 respective locales and amongst their members and supporters.

680 B. **Relationship.** Affiliation is a voluntary relationship between the respective organization and
681 NWCOA. More than one (1) NWCOA affiliate per politically defined location may affiliate with
682 NWCOA. NWCOA's international network of affiliates is also responsible for selecting delegates
683 to represent their interests by being part of the National Council which helps NWCOA establish
684 priorities and enact resolutions at the National Convention. The National Council is comprised of
685 affiliate, delegates, and the Governing Board.

686 C. **Role.** The affiliates' role is to collaborate and provide input and recommendations to NWCOA at
687 the Annual Meeting through the National Council and throughout the year to the Governing
688 Board of NWCOA.

689 D. **Standards.** The following Standards of Affiliation ensure that effective partnerships exist
690 between the NWCOA and its affiliates that advance their collective missions. It also will contain
691 responsibilities NWCOA must meet for its affiliates.

692 **1. Affiliate Eligibility Requirements.**

693 a) Affiliates must support the purposes and objectives of NWCOA as defined by Article II in
694 these Bylaws as well as resolutions duly enacted by the National Council at the Annual
695 Meeting.

696 b) Affiliates must be in full agreement with NWCOA's ethics as defined in Article XI and
697 desire to attain greater cooperation and effectiveness in advancing the causes of
698 professional wildlife damage management, protecting natural resources, protecting
699 human health and property, and promoting sound, scientific wildlife management
700 principles including, but not limited to: hunting, trapping, and any other lethal
701 population control in accordance with Federal, State, and local regulations.

702 c) At least fifty percent (50%) of the affiliate's membership also must hold membership
703 (any class) in NWCOA.

704 d) Affiliates must meet other requirements as noted in the application.

705 **2. Mission and strategic focus that enhances the professionalism of the wildlife damage**
706 **management industry.**

707 a) The affiliate will establish and evaluate, at least bi-annually, their priorities and
708 outcomes of their activities.

709 b) NWCOA and the affiliate are familiar with each other's programmatic and institutional
710 priorities.

711 **3. Strong and Enduring Partnerships.**

712 a) NWCOA and the affiliate value their partnership by collectively working to forward
713 NWCOA's resolutions adopted by the Affiliate Delegates at Annual Meeting.

714 b) A strong focus and demonstrated commitment to working together toward shared
715 objectives and values is central to a successful NWCOA-affiliate relationship. For that
716 reason, the organization's primary affiliation, regarding wildlife damage management
717 issues, is with the NWCOA.

718 c) NWCOA's Regional Representatives and Board Directors are valuable partners and
719 resources for affiliates and are invited by affiliates to participate in meetings related to
720 policy, governance and planning. Therefore, communication between NWCOA and the
721 affiliate must be open and regular. Timely notification of all Annual Meetings, other
722 events and current contact information for the purposes of mailings of official notices
723 are shared in a timely fashion.

724 **4. Action on State and National Wildlife Damage Management Issues.**

725 a) NWCOA and the affiliate actively collaborate with local, state and national entities to
726 significantly influence priority resource issues through direct and grassroots lobbying.

- 727 b) NWCOA and the affiliate disseminate information on national and state wildlife damage
728 management issues to an active and current online network of activists through action
729 alert systems that inform, listen to and engage supporters, affiliated groups and other
730 partners.
- 731 c) NWCOA and the affiliate prioritize issues and mobilize lobbying efforts, including direct
732 lobbying of agencies and legislators, activist training and organizing, communicating
733 with members and the media, and cooperating with other organizations, to achieve
734 shared objectives.
- 735 d) NWCOA and the affiliate engage with the media to get positions and concerns before
736 the public to further our shared objectives.
- 737 e) NWCOA and the affiliate's positions, programs and activities ensure that they are
738 effective and credible with their supporters, resource agencies, the press, legislators,
739 other organizations and the public at large.

740 **5. Quality Leadership and Organization.**

- 741 a) The affiliate will have appropriate articles of incorporation that meet expectations of
742 their respective nation or state.
- 743 b) The affiliate will provide written policies and procedures to all staff, officers, and board
744 members concerning their duties and responsibilities; reimbursement policies; standard
745 of care; fiduciary responsibility; liability; and a conflict of interest policy that discloses
746 any ethical and/or any financial conflicts.
- 747 c) The affiliate boards will establish written standards, attendance guidelines, lengths and
748 limits of terms and provisions for removal of board leadership for non-performance of
749 duties.
- 750 d) The affiliate will have active, functioning board committees, such as finance, fund
751 raising, audit, and executive committee, with clear charters that report to its board.
- 752 e) The affiliate will have active, responsible boards that have duly constituted board
753 meetings at least four (4) times per year.
- 754 f) All annual and board meetings are open to members, except that the board may
755 conduct executive sessions for the purposes of personnel matters and to handle
756 privileged attorney/client communications.

757 **6. Membership and Revenue.**

- 758 a) The affiliate must communicates regularly with supporters and partners informing them
759 of activities that advance the cause of professional wildlife damage management
760 articulated in the strategic plans.

- 761 b) NWCOA and the affiliate provide opportunities for supporters to actively participate in
762 advocacy, leadership and setting policy related to professional wildlife damage
763 management.
- 764 c) The affiliate has current and accurate records that ensure timely service for supporters,
765 are protected against misuse, and have systems and plans to protect records from
766 disaster.
- 767 d) The affiliate shall furnish to NWCOA in December, an Annual Application for Affiliation
768 containing the most current information regarding membership, finances, leadership,
769 priorities and other information establishing compliance with the Standards for
770 Affiliation.
- 771 e) The affiliate may make recommendations concerning the distribution of funds NWCOA
772 collects that relates to the geographical area the affiliate resides.
- 773 f) The affiliate may make recommendations concerning use of monies from the NWCOA
774 legal defense fund.

775 **7. Sound Business Management.**

- 776 a) The affiliate shall maintain compliance with Internal Revenue Code, as well as state tax,
777 non-profit corporation, charitable solicitation, environmental laws, State and Federal
778 employment laws, Postal Regulations, and other applicable laws.
- 779 b) The affiliate's financial reports will provide: full disclosures of outstanding commitments
780 and liabilities; disclosure of significant actual or anticipated variances to budget plan;
781 and sets aside revenue for the purpose of servicing outstanding membership
782 obligations.
- 783 c) The affiliate will have adequate and appropriate financial and accounting practices that
784 are in full compliance with all state and federal laws, and that they conduct at least bi-
785 annually, an independent external audit or financial review that is disclosed publicly.
- 786 d) The affiliate's boards will approve an annual budget based on complete and realistic
787 projections of revenues and expenses.
- 788 e) The affiliate will provides their respective boards timely financial reports to evaluate the
789 actual performance against approved budget, adjusting the budget as necessary.

790 **8. Sound Personnel Management.**

- 791 a) The affiliate (if they have staff) will have written personnel manuals, job descriptions
792 and minimum skill requirements which are updated on a regular basis, to guide its
793 employees in matters of policy and practice.

- 794 b) The affiliate have and abide by non-discriminatory policies related to race, color,
795 religion, sex, sexual preference, age, national origin, disability, or any other
796 characteristic protected by law.
- 797 c) The affiliate Chief Executive Officers (CEOs) and Executive Directors collaborate with
798 their boards to establish annual performance objectives and reviews that serve as the
799 basis for compensation adjustments.

800 **9. Affiliate Delegate Guidelines.**

- 801 a) Each affiliate will select one (1) delegate to attend the National Convention and submit
802 the name to NWCOA. The selection of the Affiliate Delegate is the function of each
803 affiliate organization because each is an independent organization. However, selected
804 delegates must be acceptable to NWCOA. The following recommendations are made
805 with the intention of assuring each affiliate that the stature and function of the Affiliate
806 Delegate position is to understand the vital role Delegates have in the Affiliate program.
- 807 b) The Affiliate Delegate should be a member of the affiliate's Executive Committee. This
808 helps to ensure the information flow between the affiliate and NWCOA and that the
809 Affiliate Delegate participates in the leadership of the affiliate and has authority within
810 the organization. (This may require changes in some affiliate bylaws, but Executive
811 Committee representation reflects the proper stature of the relationship between the
812 state and national organizations.)
- 813 c) Because of the voluntary nature of NWCOA governance, it is highly recommended that
814 the Affiliate Delegate be a volunteer from the affiliate and not affiliate staff. If an
815 affiliate selects staff to serve, it is recommended that this be limited to the Alternate
816 Delegate position.
- 817 d) The Affiliate Delegate should function on a year-round basis. The Delegate fulfills an
818 important function as the voting delegate at the NWCOA Annual Meeting, but may play
819 an important year-round role. Affiliates are encouraged to view this position as an
820 important way to develop and enhance leadership within their organization. It can be
821 used to tap the talents of existing volunteer leadership and to develop new leadership
822 and should be used with leadership in mind.
- 823 e) Affiliates are encouraged to select individuals for the Affiliate Delegate position who
824 have the potential for becoming more involved in the NWCOA volunteer leadership
825 structure. Election of good affiliate delegates strengthens NWCOA and reflects well on
826 the affiliate.
- 827 f) The Affiliate Delegate, in conjunction with the NWCOA Regional Representative, should
828 see that an annual review of the affiliate's compliance with the Standards of Affiliation is
829 conducted with the affiliate Board or Executive Committee. By asking the Affiliate
830 Delegate to assume this responsibility, it becomes a joint affiliate/NWCOA effort, and
831 enlists the Affiliate Delegate as a player in helping to meet the Standards.

- 832 g) As the official connection between NWCOA and the grassroots, it is recommended that
833 the Affiliate Delegate be actively involved in at least one (1) national issue. This can be
834 demonstrated by participating in a conference call on a regular basis, attending a lobby
835 week, or spearheading an initiative on the local level. An affiliate could make national
836 affairs the focal point of the Affiliate Delegate's responsibility on the state level, asking
837 that person to coordinate the affiliate's involvement on national issues, recruit
838 attendees for lobby weeks, engage other affiliate leaders in campaigns and assure
839 participation on conference calls.
- 840 h) The Affiliate Delegate has a duty to guide the affiliate throughout the year in the
841 development of resolutions to be submitted for consideration at the national level. The
842 Delegate is in a position to understand what resolutions are appropriate for national
843 consideration and to encourage her/his group to participate in the process. She/he can
844 ascertain that the proposed resolution is not a duplication of those already in place, see
845 that it meets the NWCOA criteria and that it is submitted at the appropriate time. In
846 order to do this, the Affiliate Delegate should be familiar with past NWCOA resolutions
847 and the criteria for resolutions. The Regional Representative and the Affiliate Delegate
848 should coordinate on this item.
- 849 i) In preparation for and in conjunction with the NWCOA Annual Meeting, the Affiliate
850 Delegate is responsible for:
- 851 i. familiarizing her/himself with all proposed NWCOA resolutions regardless of
852 what committee she/he is serving on,
 - 853 ii. seeing that all NWCOA resolutions are reviewed, as appropriate, within the
854 affiliate if only to determine that there are no suggested changes,
 - 855 iii. coordinating contact, in advance of the Annual Meeting, with the responsible
856 NWCOA staff person and committee chair if there are concerns or extensive
857 revisions to suggest, and
 - 858 iv. preparing any extensive revisions, also in advance of the meeting, with
859 sufficient copies for the committee to consider.
- 860 j) NWCOA has responsibilities which will make the system work better and enhance the
861 relationship between the Affiliate Delegate and NWCOA. The Regional Representative is
862 key in this process. She/he can:
- 863 i. meet with the Affiliate Delegate when first elected to let him/her know about
864 the responsibilities of the job during the course of the year,
 - 865 ii. advise the Affiliate Delegate about the duties of a delegate at the NWCOA
866 Annual Meeting, including educating the delegate about past resolutions and
867 NWCOA's governance,

- 868 iii. make sure the affiliate understands the importance of the Affiliate Delegate
869 position in terms of its leadership capabilities on the national level and the
870 affiliate’s ability to maximize the relationship with NWCOA,
- 871 iv. counsel the affiliate leadership if their NWCOA Representative is not
872 performing well in carrying out this leadership position and does not relate to
873 the general guidelines outlined. The General Organizer will communicate with
874 affiliate leaders so that they can consider a change, and
- 875 v. communicate with NWCOA staff or persons contacting the affiliate on
876 NWCOA’s behalf about the person/organization being called.

877 **Article XI–Code of Ethics**

- 878 A. All Members, regardless of class, must ascribe to the following Code of Ethics.
- 879 1. I will strive to follow all laws and regulations pertaining to wildlife damage management.
- 880 2. I ascribe to a professional code of conduct that embodies the traits of honesty, sincerity and
881 dedication.
- 882 3. I will show exceptionally high levels of concern and respect for people, property and wildlife.
- 883 4. I will promote the understanding and appreciation of the many values of wildlife and
884 scientific wildlife management, as well as an appreciation for the economic and health
885 concerns of people adversely affected by wildlife.
- 886 5. I acknowledge that NWCOA supports sound, scientific wildlife management principles
887 including, but not limited to: hunting, trapping, and any other lethal population control
888 measures in accordance with Federal, State, and local regulations.
- 889 6. I will be sensitive to the various viewpoints of wildlife damage management.
- 890 7. I will provide expertise on managing wildlife damage to my clientele upon request, within
891 the limits of my experience, ability and legal authority.
- 892 8. I will promote competence and present an image worthy of the profession by supporting
893 high standards of education, employment and performance.
- 894 9. I will strive to broaden my knowledge, skills and abilities to advance the practice of
895 commercial wildlife damage management.
- 896 10. I will, in good faith, select new or time proven methods for resolving wildlife damage
897 conflicts and give due consideration to humaneness, selectivity, effectiveness and
898 practicality.
- 899 11. I will treat my competition and clientele in a courteous manner and in accordance with
900 honorable business practices.
- 901 12. I will encourage, through word and through deed, all Commercial Wildlife Control Operators
902 to adhere to this code and to participate in state associations of Commercial Wildlife Control
903 Operators.

904 **Article XII–Conflict of Interest Policy**

905 A. **Purpose.** The purpose of the conflict of interest policy is to protect the Corporation’s interest when
906 it is contemplating entering into a transaction or arrangement that might benefit the private interest
907 of an Officer or Director of the Corporation or might result in a possible Excess Benefit Transaction
908 (as that term is defined below). This policy is intended to supplement, but not replace, any
909 applicable state and federal laws governing conflict of interest applicable to non-profit and
910 charitable organizations.

911 B. **Definitions.** For purpose of this Article XII, the following terms shall have the following meanings:

912 1. “Compensation” shall mean direct or indirect remuneration as well as gifts or favors
913 that are not insubstantial.

914 2. “Excess Benefit Transaction” shall mean any transaction or arrangement in which an
915 economic benefit is provided by the Corporation, directly or indirectly, to or for the use
916 of any Interested Person (including members of his or her family and any entity which is
917 thirty-five percent (35%) owned or controlled by such Interested Person) if the value of
918 the economic benefit provided exceeds the value of the consideration (including the
919 performance of services) received for providing such benefit.

920 3. “Financial Interest” shall mean any person who has, directly or indirectly, through
921 business, investment, or family relationship, any of the following:

922 a) an ownership or investment interest in any entity with which the Corporation
923 has a transaction or arrangement, or

924 b) a Compensation arrangement with the Corporation or with any entity or
925 individual with which the Corporation has a transaction or arrangement, or

926 c) a potential ownership or investment interest in, or Compensation arrangement
927 with, any entity or individual with which the Corporation is negotiating a
928 transaction or arrangement.

929 A Financial Interest is not necessarily a conflict of interest. Under Article XII, D, a person
930 who has a Financial Interest may have a conflict of interest only if the Governing Board
931 or appropriate committee decides that a conflict of interest exists.

932 4. “Interested Person” shall mean any director, officer, or member of a committee (with
933 powers delegated from the Governing Board) who has a direct or indirect Financial
934 Interest. If a person is an Interested Person with respect to any entity in the corporate
935 organization of which the Corporation is a part, he or she is an Interested Person with
936 respect to all entities in that system.

937 C. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an Interested
938 Person must disclose the existence and nature of his or her Financial Interest to the directors and
939 members of committees with powers delegated from the Governing Board considering the
940 proposed transaction or arrangement.

941 D. **Determining Whether a Conflict of Interest Exists.** After disclosure of the Financial Interest and all
942 material facts, and after any discussion with the Interested Person, the Interested Person shall
943 leave the Governing Board or committee meeting while the determination of a conflict of interest
944 is discussed and voted upon. The remaining Governing Board or committee members shall decide
945 if a conflict of interest exists.

946 E. **Procedures for Addressing the Conflict of Interest.**

947 1. An Interested Person may make a presentation at the Governing Board or committee
948 meeting, but after the presentation, the Interested Person shall leave the meeting
949 during the discussion of, and the vote on, the transaction or arrangement involving the
950 possible conflict of interest.

951 2. The President or Governing Board or committee shall, if appropriate, appoint a
952 disinterested person or committee to investigate alternatives to the proposed
953 transaction or arrangement.

954 3. After exercising due diligence, the Governing Board or committee shall determine
955 whether the Corporation can obtain with reasonable efforts a more advantageous
956 transaction or arrangement from a person or entity that would not give rise to a conflict
957 of interest.

958 If a more advantageous transaction or arrangement is not reasonably possible under
959 circumstances not producing a conflict of interest, the Governing Board or committee shall
960 determine by a majority vote of the disinterested directors whether the transaction or
961 arrangement is in the Corporation's best interest, for its own benefit, and whether the
962 transaction or arrangement is fair and reasonable to the Corporation. In conformity with the
963 above determination the Governing Board or committee shall make its decision as to whether to
964 enter into the transaction or arrangement.

965 F. **Violations of the Conflict of Interest Policy.**

966 1. If the Governing Board or committee has reasonable cause to believe that a member has
967 failed to disclose actual or possible conflicts of interest, it shall inform the member of the
968 basis for such belief and afford the member an opportunity to explain the alleged failure
969 to disclose.

970 2. If, after hearing the member's response and after making such further investigation as
971 may be warranted by the circumstances, the Governing Board or committee determines
972 that the member has failed to disclose an actual or possible conflict of interest, it shall
973 take appropriate disciplinary and corrective action.

974 G. **Records of Proceedings.** The minutes of the Governing Board or committees with powers
975 delegated from the Governing Board shall contain:

976 1. the names of the persons who disclosed or otherwise were found to have a Financial
977 Interest in connection with an actual or possible conflict of interest, the nature of the

978 Financial Interest, any action taken to determine whether a conflict of interest was
979 present, and the Board of Director's or committee's decision as to whether a conflict of
980 interest in fact existed, and

981 2. the names of the persons who were present for discussions and votes relating to the
982 transaction or arrangement, the content of the discussion, including any alternatives to
983 the proposed transaction or arrangement, and a record of any votes taken in connection
984 with the proceedings.

985 H. **Compensation.**

986 1. A voting member of the Governing Board who receives Compensation, directly or
987 indirectly, from the Corporation for services is precluded from voting on matters
988 pertaining to that member's Compensation and/or employment agreement.

989 2. A voting member of any committee whose jurisdiction includes Compensation matters
990 and who receives Compensation, directly or indirectly, from the Corporation for services
991 is precluded from voting on matters pertaining to that member's Compensation.

992 3. No voting member of the Governing Board or any committee whose jurisdiction
993 includes Compensation matters and who receives Compensation, directly or indirectly,
994 from the Corporation, either individually or collectively, is prohibited from providing any
995 information to any committee regarding Compensation.

996 I. **Annual Statements.** Each director, officer, and member of a committee with powers delegated from
997 the Governing shall annually sign a statement which affirms that such person:

998 1. has received a copy of the Conflicts of Interest policy,

999 2. has read and understands the policy,

1000 3. has agreed to comply with the policy, and

1001 4. understands that the Corporation is a charitable organization and that in order to
1002 maintain its federal tax exemption it must engage primarily in activities that accomplish
1003 one (1) or more of its tax-exempt purposes.

1004 J. **Periodic Reviews.** To ensure that the Corporation operates in a manner consistent with its
1005 charitable purposes and that it does not engage in activities that could jeopardize its tax-exempt
1006 status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the
1007 following subjects:

1008 1. whether Compensation arrangements and benefits are reasonable, based on competent
1009 survey information, and the result of arm's length bargaining, and

1010 2. whether partnerships, joint ventures, and arrangements with management
1011 organizations conform to written policies, are properly recorded, reflect reasonable
1012 investment or payments for goods and services, further the Corporation's charitable

1013 purposes and do not result in inurement, impermissible private benefit or in an Excess
1014 Benefit Transaction.

1015 K. **Use of Outside Experts.** When conducting the periodic reviews provided for in this Article XII, the
1016 Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not
1017 relieve the Governing Board of its responsibility for ensuring periodic reviews are conducted.

1018 **Article XIII–Amendments**

1019 These Bylaws may be altered, amended or replaced by motion of any NWCOA voting Member at any duly
1020 conducted meeting. All seconded bylaws amendment motions shall then be immediately referred to the
1021 Bylaws committee for review by the Committee, a parliamentarian, and/or the NWCOA corporate non-
1022 profit attorney for a minimum of thirty (30) days. After thirty (30) days, and once the Bylaws committee
1023 has reviewed the amendment to ensure that the motion is consistent with the Articles of Incorporation,
1024 our Bylaws, *Robert’s Rules of Order: Newly Revised*, and the laws of Indiana, then the amendment may
1025 come to the floor for a vote of the Governing Board. Bylaws amendments must be adopted by a two-
1026 thirds (2/3) vote of the Governing Board except the Governing Board may adopt any Bylaws amendment
1027 during an emergency meeting without review upon unanimous approval of the Governing Board.
1028 Amendments adopted without review shall be considered provisional until an aforementioned review can
1029 be completed. Provisional Amendments must be confirmed by two-thirds (2/3) vote of the Governing
1030 Board at the next scheduled meeting to be considered permanent. The Secretary shall provide notice by
1031 electronic means to the membership within twenty-four (24) hours of a Bylaws amendment being under
1032 review. The Secretary shall receive and compile all member comments during the review period, and
1033 present comments to the Governing Board for discussion prior to the vote on the proposed amendment.

1034 **Article XIV–Limitation of Liability and Indemnification**

1035 A. The private property of the incorporators, Members, Officers of NWCOA, and other Members of the
1036 Governing Board and their employees shall not be subject to the payment of NWCOA's debts or
1037 liabilities to any extent whatsoever unless otherwise provided by Indiana State law.

1038 B. **Indemnification.**

1039 1. **Definitions.** For purposes of this Article, the following terms shall have the following meanings:

1040 a) “Liabilities” and “Expenses” shall mean monetary obligations incurred by or on behalf of
1041 a Director or Officer in connection with the investigation, defense or appeal of a
1042 Proceeding or in satisfying a claim thereunder and shall include, but shall not be limited
1043 to, attorneys’ fees, paralegal fees, court costs, filing fees, fees and costs incurred in
1044 arbitration, mediation or other forms of alternative dispute resolution, costs of
1045 investigations, experts (including, without limitation, accounting, criminal and forensic
1046 experts) and disbursements, amounts of judgments, fines or penalties, excise taxes
1047 assessed with respect to an employee benefit plan, and amounts paid in settlement by
1048 or on behalf of a director or officer.

1049 b) "Other Enterprise" shall mean any corporation, partnership, limited liability company,
1050 limited liability partnership, joint venture, trust, employee benefit plan or other
1051 enterprises, whether for profit or not, for which a Director or Officer is or was serving, at
1052 the request of the Corporation, as a Director, Officer, member, manager, partner,
1053 trustee, employee or agent. The phrase "at the request of the Corporation" shall include
1054 a request made by the Governing Board or by action of any corporate Officer to any
1055 Director or other Officer of the Corporation.

1056 c) "Proceeding" shall mean any claim, action, suit or proceeding (whether brought against,
1057 by or in the right of the Corporation or Other Enterprise or otherwise), civil, criminal,
1058 administrative or investigative, whether formal or informal, including arbitration,
1059 mediation or other forms of alternative dispute resolution and whether actual or
1060 threatened or in connection with an appeal relating thereto, in which a Director or
1061 Officer may become involved, as a party or otherwise, (i) by reason of being or having
1062 been a Director or Officer of the Corporation (and, if applicable, an employee or agent
1063 of the Corporation) or a Director, Officer, member, manager, partner, trustee,
1064 employee, member, or agent of an Other Enterprise or arising out of his or her status as
1065 such, or (ii) by reason of any past or future action taken or not taken by a Director or
1066 Officer in any such capacity, whether or not he or she continues to be such at the time
1067 he or she incurs Liabilities and Expenses under the Proceeding.

1068 d) "Standard of Conduct" shall mean that a Director or Officer, based on facts then known
1069 to the Director or Officer, discharged the duties as a Director or Officer, including duties
1070 as a member of a committee, in good faith in what he or she reasonably believed to be
1071 in or not opposed to the best interests of the Corporation or Other Enterprise, as the
1072 case may be, and, in addition, in any criminal Proceeding had reasonable cause to
1073 believe his or her conduct was lawful or had no reasonable cause to believe that his or
1074 her conduct was unlawful. The termination of any Proceeding, by judgment, order,
1075 settlement (whether with or without court approval), consent decree, or conviction or
1076 upon a plea of guilty, shall not create a presumption that the Director or Officer did not
1077 meet the Standard of Conduct.

1078 2. **Indemnification.** If a Director or Officer is made a party to or threatened to be made a party to,
1079 or is involved as a witness or otherwise in any Proceeding, the Corporation shall indemnify the
1080 director or officer against Liabilities and Expenses incurred by him or her in connection with such
1081 Proceeding in the following circumstances:

1082 a) If a Director or Officer has been wholly successful on the merits or otherwise with
1083 respect to any such Proceeding, he or she shall be entitled to indemnification for
1084 Liabilities and Expenses as a matter of right. If a Proceeding is terminated against the
1085 Director or Officer by consent decree or upon a plea of nolo contendere, or its
1086 equivalent, the Director or Officer shall not be deemed to have been "wholly successful"
1087 with respect to such Proceeding; or

1088 b) In all other situations, a Director or Officer shall be entitled to indemnification for
1089 Liabilities and Expenses as a matter of right unless

1090 i. the Director or Officer has breached or failed to perform his or her duties with respect
1091 to the Corporation or Other Enterprise as a Director or Officer in compliance with the
1092 Standard of Conduct and

1093 ii. with respect to any action or failure to act by the Director or Officer which is at issue
1094 in such Proceeding, such action or failure to act constituted willful misconduct or
1095 recklessness.

1096 c) To be entitled to indemnification pursuant to this Section 2, the Director or Officer must
1097 notify the Corporation of the commencement of the Proceeding in accordance with
1098 Section 5 and request indemnification. A review of the request for indemnification and
1099 the facts and circumstances underlying the Proceeding shall be made in accordance with
1100 one (1) of the procedures described below; and the Director or Officer shall be entitled
1101 to indemnification as a matter of right unless, in accordance with such procedure, it is
1102 determined beyond a reasonable doubt that

1103 i. the Director or Officer breached or failed to perform the duties of the office in
1104 compliance with the Standard of Conduct, and

1105 ii. the breach or failure to perform constituted willful misconduct or recklessness.

1106 d) Any one (1) of the following procedures may be used to make the review and
1107 determination of a Director's or Officer's request for indemnification under this Section
1108 2 c):

1109 i. by the Governing Board by a majority vote of a quorum consisting of Directors
1110 who are not parties to, or who have been wholly successful with respect to,
1111 such Proceeding;

1112 ii. if a quorum cannot be obtained under i. above, by a majority vote of a
1113 committee duly designated by the Governing Board (in the designation of
1114 which, Directors who are parties to such Proceeding may participate),
1115 consisting solely of two (2) or more Directors who are not parties to, or who
1116 have been wholly successful with respect to, such Proceeding;

1117 iii. by independent legal counsel selected by a majority vote of the full Governing
1118 Board (in which selection, Directors who are parties to such Proceeding may
1119 participate) and which may be outside counsel regularly employed by the
1120 Corporation; or

1121 iv. by a committee consisting of three (3) or more disinterested persons selected
1122 by a majority vote of the full Governing Board (in which selection, Directors
1123 who are parties to such Proceeding may participate).

1124 Any determination made in accordance with the above procedures shall be binding on the
1125 Corporation and the Director or Officer.

1126 e) If several claims, issues or matters of action are involved, a Director or Officer may be
1127 entitled to indemnification as to the some matters even though he or she is not entitled
1128 to indemnification as to other matters.

1129 f) The indemnification herein provided shall be applicable to Proceedings made or
1130 commenced after the adoption of this Article, whether arising from acts or omissions to
1131 act which occurred before or after the adoption of this Article.

1132 **3. Prepaid Liabilities and Expenses.** The Liabilities and Expenses which are incurred or are payable
1133 by a Director or Officer in connection with any Proceeding shall be paid by the Corporation in
1134 advance, with the understanding and agreement between such Director or Officer and the
1135 Corporation, that, in the event it shall ultimately be determined as provided herein that the
1136 Director or Officer was not entitled to be indemnified, or was not entitled to be fully
1137 indemnified, the Director or Officer shall repay to the Corporation such amount, or the
1138 appropriate portion thereof, so paid or advanced.

1139 **4. Exceptions to Indemnification.** Notwithstanding any other provisions of this Section to the
1140 contrary, the Corporation shall not indemnify a Director or Officer:

1141 a) for any Liabilities and Expenses for which payment is actually made to or on behalf of
1142 a Director or Officer under a valid and collectible insurance policy, except in respect of
1143 any excess beyond the amount of payment under such insurance; or

1144 b) for any Liabilities or Expenses incurred in a suit or claim against the Director or Officer
1145 arising out of or based upon actions attributable to the Director or Officer in which the
1146 Director or Officer gained any personal profit or advantage to which he or she was not
1147 legally entitled.

1148 **5. Notification and Defense of Proceeding.** Promptly after receipt by a Director or Officer of notice
1149 of the commencement of any Proceeding, the Director or Officer will, if a request for
1150 indemnification in respect thereof is to be made against the Corporation under this Article,
1151 notify the Corporation of the commencement thereof; but the failure to so notify the
1152 Corporation will not relieve it from any obligation which it may have to the Director or Officer
1153 under this Article or otherwise. With respect to any such Proceeding as to which the Director
1154 or Officer notifies the Corporation of the commencement thereof:

1155 a) the Corporation will be entitled to participate therein at its own expense; and

1156 b) except as otherwise provided below, to the extent that it may so desire, the
1157 Corporation, jointly with any other indemnifying party similarly notified, will be
1158 entitled to assume the defense thereof, with counsel reasonably satisfactory to the
1159 Director or Officer. After notice from the Corporation to the Director or Officer of
1160 its election to assume the defense of the Director or Office in the Proceeding, the
1161 Corporation will not be liable to the Director or Officer under this Article for any

1162 legal or other Expenses subsequently incurred by the Director or Officer in
1163 connection with the defense thereof other than reasonable costs of investigation or
1164 as otherwise provided below. The Director or Officer shall have the right to employ
1165 counsel in such Proceeding, but the Expenses of such counsel incurred after notice
1166 from the Corporation of its assumption of the defense thereof shall be at the
1167 expense of the Director or Officer unless:

1168 i. the employment of counsel by the Director or Officer has been authorized
1169 by the Corporation;

1170 ii. the Director or Officer shall have reasonably concluded that there may be
1171 a conflict of interest between the Corporation and the Director or Officer
1172 in the conduct of defense of such Proceeding; or

1173 iii. the Corporation shall not in fact have employed counsel to assume the
1174 defense of such Proceeding;

1175 In each of which cases the Expenses of counsel employed by the Director or Officer shall be paid
1176 by the Corporation. The Corporation shall not be entitled to assume the defense of any
1177 Proceeding brought by the Corporation or as to which the Director or Officer shall have made the
1178 conclusion provided for in b) above.

1179 c) The Corporation shall not be liable to indemnify a Director or Officer under this Article
1180 for any amounts paid in settlement of any Proceeding without the Corporation's
1181 prior written consent. The Corporation shall not settle any action or claim in any
1182 manner which would impose any penalty or limitation on a Director or Officer
1183 without the Director's or Officer's prior written consent. Neither the Corporation nor
1184 a Director or Officer will unreasonably withhold consent to any proposed settlement.

1185 6. **Enforcement.** Any indemnification under this Article shall be made promptly upon the
1186 Director or Officer being wholly successful on the merits or otherwise with respect to any
1187 Proceeding or upon the determination in accordance with Section 2. b) of this Article that the
1188 director or officer is entitled to indemnification. Any advancement of Expenses under this
1189 Article shall be made promptly after receipt by the Corporation of a written request from the
1190 person seeking advancement of Expenses including such person's undertaking to repay all
1191 amounts so advanced (as required by Section 3 of this Article). Any right of a Director or
1192 Officer to indemnification or advancement of Expenses as granted by this Article may be
1193 enforceable by such Director or Officer in any court of competent jurisdiction if the
1194 Corporation denies such request, in whole or in part, or if no disposition thereof is made
1195 within thirty (30) days after receipt by the Corporation of request therefore.

1196 7. **Other Rights and Remedies.** The rights of indemnification provided under this Article are not
1197 exhaustive and shall be in addition to any rights to which a Director or Officer may otherwise
1198 be entitled by contract or as a matter of law. Irrespective of the provisions of this Article, the
1199 Corporation may, at any time and from time to time, indemnify Directors, Officers, employees

1200 and other persons to the full extent permitted by the provisions of the Act, or any successor
1201 law, as then in effect, whether with regard to past or future matters.

1202 8. **Continuation of Indemnity.** All obligations of the Corporation under this Article shall survive
1203 the termination of a Director's or Officer's service in any capacity covered by this Article.

1204 9. **Insurance.** The Corporation may purchase and maintain insurance on behalf of any person
1205 who is or was or has agreed to become a Director or Officer or other person or any person
1206 who is or was serving or has agreed to serve at the request of the Corporation as a Director,
1207 Officer, Member, manager, partner, trustee or agent of an Other Enterprise against any
1208 liability asserted against such person and incurred by such person in any capacity or arising
1209 out of his or her status as such, whether or not the Corporation would have the power to
1210 indemnify such person against such liability under the provisions of applicable statutes, this
1211 Article or otherwise.

1212 10. **Contractual Rights and Applicability.** It is the intent of this Article to empower the
1213 Corporation to provide indemnification and advancement of Expenses to the fullest extent
1214 allowed by law. Except as otherwise expressly provided herein, indemnification shall be
1215 provided without regard to the legal or equitable theory of the Proceeding, including but not
1216 limited to criminal claims, conspiracy claims, joint, several, comparative or sole negligence,
1217 breach of contract or warranty, strict liability, breach of fiduciary duty, mismanagement,
1218 corporate waste, or violation of federal or state securities law or any other law, regulation or
1219 policy. The right to be indemnified or be reimbursed or advanced Expenses pursuant hereto
1220 a) is a contract right based upon good and valuable consideration, pursuant to which the
1221 person entitled thereto may bring suit as if the provisions thereof were set forth in a separate
1222 written contract between the person and the Corporation, b) is intended to be retroactive
1223 and shall be available with respect to events occurring prior to the adoption hereof, c) shall
1224 continue to exist after the rescission or restrictive modification hereof with respect to events
1225 occurring prior thereto, and d) shall inure to the benefit of the heirs and personal
1226 representatives of any present or former Director, or Officer.

1227 C. If any portion of this Article shall be invalidated on any ground by any court of competent
1228 jurisdiction, or in any arbitration proceeding, then the Corporation shall nevertheless indemnify each
1229 person entitled to indemnification or advancement of Expenses under this Article as to all Liabilities
1230 and Expenses actually and reasonably incurred or suffered by such person and for which
1231 indemnification is available to such person pursuant to this Article to the full extent permitted by
1232 any applicable portion of this Article that shall not have been invalidated and to the fullest extent
1233 permitted by applicable law.

1234 **Article XV–Dissolution**

1235 Upon the dissolution of the Corporation and after payment, or provision is made for the payment, of all
1236 liabilities and debts of the Corporation, the assets of the Corporation shall be distributed to such
1237 organization or organizations that are organized and operated exclusively for purposes similar to the
1238 Corporation that qualifies such organization or organizations for exemption from Federal income tax

