

**BYLAWS  
OF THE  
SNOHOMISH SUSTAINABLE LANDS STRATEGY  
AMENDED AND ADOPTED DECEMBER 9, 2014**

**PREAMBLE**

The Snohomish County Sustainable Lands Strategy (SLS) was established in 2010 to address the growing conflict between the dual mandates of preserving farmland and protecting fish throughout the County, particularly the riverways and estuaries that are critical to both. Federal, state, local and tribal governments, in cooperation with agricultural, environmental and community stakeholders, convened the SLS and created an eight-member Executive Committee, with four farm and four fish representatives. The Executive Committee is the governing body of the SLS.

The mission of the Sustainable Lands Strategy is to help generate net gains in the productivity and sustained health of fish and farm communities (broadly defined to include agricultural productivity and enhancement, flood control, tribal culture and traditional knowledge, environmental quality) by providing participants with: 1) best available science and technical support, 2) a neutral, mutually respectful forum for farm-fish collaboration, 3) packaging suites of broadly supported fish-farm measures that together generate net gain, and 4) monitoring and evaluation to measure progress.

The success of the SLS is based on mutual respect between farm and fish communities and a willingness to go beyond toleration of the other within a common landscape to helping each other achieve improvement in productivity and sustained health (“net gain”).

The SLS has no regulatory authority – which continues to reside in the convening governments – and is not a required review or process step for projects, be they restoration or ag/infrastructure. Instead, the SLS is an opportunity to take advantage of integrated farm-fish-watershed information, technical and design assistance, packaging of fish-farm projects for net gain and broad support, and priority access to funding and permitting assistance. Some project proponents will choose to work collaboratively within the SLS structure to achieve these benefits, others may not. The SLS value proposition must be sufficiently compelling to attract voluntary participation.

**ARTICLE 1  
OFFICES**

The principal office of the Corporation shall be located at its principal place of business or such other place as the Executive Committee may designate. The Corporation may have such other offices as the Executive Committee may designate or as the business of the Corporation may require from time to time.

## **ARTICLE 2 MEMBERSHIP, CONVENERS**

As set forth in the Articles of Incorporation, the Corporation shall have no members. Federal, state, municipal, and tribal governments, and agricultural / flood control, environmental, and community stakeholders convened the SLS. And SLS conveners may be recognized as such, and serve as an informal advisory group to the SLS, by submitting a letter of interest, which will be considered by the Executive Committee.

## **ARTICLE 3 EXECUTIVE COMMITTEE**

**3.1 General Powers.** The business and affairs of the Corporation shall be conducted under the direction of, and the control and disposal of the Corporation's properties and funds shall be vested in, its Executive Committee, except as otherwise provided in the Washington Nonprofit Corporation Act (Chapter 24.03 of the Revised Code of Washington) (the "Act") or the Corporation's Articles of Incorporation.

**3.2 Qualifications.** Executive Committee Members (Members) shall be individuals who have reached the age of majority and shall have such other qualifications as the Executive Committee may prescribe by resolution or amendment to these Bylaws. Members must also accept SLS mission and bylaws; represent farm and/or fish interests; and sign the SLS Accords and Principles.

**3.3 Duties of Executive Committee Members.** Each Executive Committee member shall perform the duties of an Executive Committee Member, including the duties as a member of any committee of the Executive Committee upon which the Executive Committee Member may serve, in good faith, in a manner that such Executive Committee Member believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. Executive Committee members shall listen to and constructively engage each other, foster mutual respect, and work to advance and reconcile both fish and farm interests, broadly defined.

**3.4 Number of Executive Committee Members.** The Executive Committee shall consist of a minimum of four (4) and not more than ten (10) Executive Committee Members, with the goal of maintaining a balance of fish and farm Members, who shall be divided into Fish and Farm Caucuses, with the goal of achieving equal numbers of Farm and Fish Caucus members. The number of Executive Committee Members shall be set from time to time by a majority vote of the entire Executive Committee and of both the Farm and Fish Caucuses, unless otherwise increased or decreased as hereinafter provided. The number of Executive Committee Members may be increased or decreased (within the stated limits) at any time and from time to time by a majority vote of the Executive Committee and of both the Farm and Fish Caucuses or by amendment to these Bylaws, provided that no decrease in the number of Executive

Committee Members shall have the effect of shortening the term of any incumbent Executive Committee Member.

**3.5 Election.** Unless the Executive Committee is reducing the number of Executive Committee Members as provided in these Bylaws, the Executive Committee shall appoint, by a majority vote of the Executive Committee and of both the Farm and Fish Caucuses, a non-tribal successor Executive Committee Member to replace each Member whose term is ending. The Executive Committee may make any such appointment at the annual meeting at which the Executive Committee Member's term is scheduled to end or at any other meeting not earlier than six (6) months prior to such annual meeting. The Tulalip and Stillaguamish tribes are each invited to appoint an Executive Committee Member.

**3.6 Classification and Term.** The initial Executive Committee Members shall hold office until the first (1st) annual election of Executive Committee Members. Thereafter, non-tribal Executive Committee Members shall be divided by lot into two Classes: Class A and Class B. Class A members shall serve a term of one (1) year following the first annual election and a term of two (2) years thereafter; and Class B members shall serve for a term of two (2) years, commencing on the date of election and each Member shall hold office until his or her successor is elected and qualified, or until his or her death, resignation or removal. At each subsequent annual meeting of Executive Committee Members, the successors of those Executive Committee Members whose terms then expire shall be elected to serve for a term of two (2) years and until their successors are elected and qualified, or until their death, resignation or removal. Any Executive Committee Member, including the initial Executive Committee Members, may serve an unlimited number of terms, including successive terms, and shall not be disqualified by reason of having served previously as an Executive Committee Member.

**3.7 Increase in Number.** If the Executive Committee increases the number of Executive Committee Members as provided in these Bylaws, such position shall be filled by the affirmative vote of a majority of the remaining Executive Committee and of both the Farm and Fish Caucuses even though less than a quorum of the Executive Committee may be present at the meeting. The Executive Committee may make any such appointment at any of its meetings.

**3.8 Vacancies.** The Executive Committee may appoint an individual to fill any vacancy in the position of Executive Committee Member. The Executive Committee may do so at any meeting of the Executive Committee by the affirmative vote of a majority of the remaining Executive Committee Members and of both the Farm and Fish Caucuses if a quorum of the Executive Committee is present at the meeting. An Executive Committee Member who fills a vacancy shall serve for the unexpired term of his or her predecessor in office.

**3.9 Resignation.** Any Executive Committee Member may resign at any time by delivering notice in the form of a record to the Co-Chairs or the secretary at the principal office of the Corporation, or by giving such notice at any meeting of the Executive Committee. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective; provided however, that if the resignation would result in the Corporation having no Executive Committee Member or no Executive Committee Member

capable of serving as such, the resigning Executive Committee Member shall continue to serve as an Executive Committee Member until a successor Executive Committee Member is appointed and qualified as provided in these Bylaws or by resolution of the Executive Committee.

**3.10 Removal.** At any regular meeting, or at any special meeting called expressly for that purpose, the Executive Committee, by the affirmative vote of a majority of the remaining Executive Committee Members and of both the Farm and Fish Caucuses, may remove from office, with or without cause, one or more Executive Committee Members as long as there is at least one Executive Committee Member remaining after such removal.

**3.11 Compensation.** Executive Committee Members shall not receive compensation for their services as such, although the reasonable expenses of Executive Committee Members for attendance at Executive Committee meetings or otherwise directly incident to their duties as Executive Committee Members may be paid or reimbursed by the Corporation. Executive Committee Members shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the Corporation in any other capacity.

**3.12 Standing or Temporary Committees.** Standing Committees shall include a Snohomish and a Stillaguamish Basin Work Group, the co-chairs of which shall be appointed by a majority vote of the Executive Committee and both the Farm and Fish Caucuses. The Executive Committee, by resolution adopted by a majority of the Executive Committee Members in office, may designate and appoint from among its Members and other SLS participants one or more additional standing or temporary committees, each of which shall:

(a) Consist of two (2) or more Executive Committee Members, with the goal of balancing fish and farm members, who need not be Executive Committee Members, and co-chairs, who need not be Executive Committee Members;

(b) Be governed by the same rules regarding meetings, action without meetings, notice, and waiver of notice, and quorum and voting requirements as apply to the Executive Committee; and

(c) To the extent provided in such resolution, have and may exercise the authority of the Executive Committee in the management of the Corporation; provided, however, that the Executive Committee may not delegate its authority to:

(i) amend, alter, or repeal these Bylaws;

(ii) elect, appoint, or remove any member of any such committee or any Executive Committee Member or officer of the Corporation;

(iii) amend the Articles of Incorporation;

(iv) adopt a plan of merger or consolidation with another corporation;

(v) authorize the sale, lease, or exchange of all or substantially all of the property and assets of the Corporation, not in the ordinary course of business;

(vi) authorize the voluntary dissolution of the Corporation or revoke proceedings therefor;

(vii) adopt a plan for the distribution of the assets of the Corporation; or

(viii) amend, alter, or repeal any resolution of the Executive Committee which by its terms provides that it shall not be amended, altered or repealed by such committee.

The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Executive Committee, or any individual Executive Committee Member, of any responsibility imposed upon it by law. The Executive Committee shall have the power at any time to change the members of any such committee, to fill vacancies, and to discharge any such committee.

**3.12.1 Resignation of Committee Member.** Any member of any committee may resign at any time by delivering notice thereof, in the form of a record, to the Co-Chairs, the secretary or the chairperson of such committee, or by giving such notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**3.12.2 Removal of Committee Member.** The Executive Committee, by resolution adopted by a majority of the Executive Committee Members in office, may remove from office any member of any committee elected or appointed by it.

## **ARTICLE 4 MEETINGS OF EXECUTIVE COMMITTEE**

**4.1 Annual Meeting.** The annual meeting of the Executive Committee shall be held during the month of January on the date and at the time each year as determined by the Executive Committee, for the purpose of electing Executive Committee Members and officers and for transacting such other business as may properly come before the meeting. The failure to hold an annual meeting at the time stated in these Bylaws does not affect the validity of any corporate action.

**4.2 Place of Meetings.** All meetings shall be held at the principal office of the Corporation or at such other place within or without the State of Washington designated by the Executive Committee, by any persons entitled to call a meeting or by a waiver of notice executed by all Executive Committee Members.

**4.3 Regular Meetings.** By resolution, the Executive Committee may specify the date, time and place for the holding of regular meetings of the Executive Committee or any

committee designated by the Executive Committee without any notice other than such resolution. If no such resolution is adopted, then the Executive Committee may call meetings pursuant to the notice provisions set forth in Sections 4.9 and 4.10.

**4.4 Special Meetings.** Special meetings of the Executive Committee or any committee designated by the Executive Committee may be called by or at the request of the Co-Chairs or any two or more of the Executive Committee Members in office, or in the case of a committee meeting, by the chair of the committee, by executing a record. The person or persons authorized to call special meetings may fix the place, either within or without the State of Washington, and time for holding any special Executive Committee or committee meeting called by them. Notice of a special meeting shall be given as provided in Sections 4.9 and 4.10.

**4.5 Participation by Telephone.** Members of the Executive Committee or any committee designated by the Executive Committee may participate in a meeting of such Executive Committee or committee by means of a conference telephone or similar communications equipment by which means all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

**4.6 Presumption of Assent.** An Executive Committee Member present at an Executive Committee Member meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

(a) the Member's dissent or abstention from the action taken is entered in the minutes or meeting summary of the meeting;

(b) the Member delivers his or her dissent or abstention to such action to the person acting as the secretary of the meeting before the adjournment thereof; or

(c) the Executive Committee Member delivers such dissent or abstention to the secretary of the Corporation immediately after the adjournment of the meeting.

Notwithstanding the foregoing, such right to dissent or abstain shall not apply to an Executive Committee Member who voted in favor of such action.

**4.7 Quorum.** Unless a greater portion is required by these Bylaws, the Articles of Incorporation, or applicable Washington law, a majority of the Executive Committee Members then in office and at least one member of each of the Farm and Fish Caucuses shall constitute a quorum for the transaction of business or any particular item of business at any Executive Committee meeting, but in no event shall a quorum consist of less than one-third of the number of Executive Committee Members then in office. If a quorum is not present at a meeting, a majority of the Executive Committee Members present may adjourn the meeting and set a date and time for the meeting to reconvene without further notice.

**4.8 Manner of Acting.** Each Executive Committee Member shall be entitled to one (1) vote and the act of the majority of the Executive Committee Members and of their Caucus

present at a meeting at which there is a quorum shall be the act of the Executive Committee, unless the act of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Washington law. The Executive Committee shall strive to achieve consensus on important matters but shall vote on matters on which consensus cannot be achieved. An Executive Committee Member may vote or act by proxy at any meeting of Executive Committee Members or committee meeting of the SLS.

**4.9 Notice of Meetings.** For any meeting of the Executive Committee or any committee designated by the Executive Committee for which notice is required by these Bylaws or by applicable Washington law, a notice stating the place, date, and hour of the meeting shall be delivered to each Executive Committee Member at his or her address shown on the records of the Corporation prior thereto in a tangible medium (e.g., a letter or facsimile) or by an electronic transmission (e.g., email) (as provided in Section 4.10). The method of notice need not be the same to each Member. Such notice shall be delivered at least five (5) days prior to the meeting. If notice is delivered in a tangible medium, it may be transmitted by: mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice. If mailed, the notice shall be deemed delivered when deposited in the United States mail addressed to the Executive Committee Member at his or her address as it appears on the records of the Corporation with postage thereon prepaid. Other forms of notice in a tangible medium described in this paragraph are effective when received. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Committee or any committee designated by the Executive Committee need be specified in the notice.

**4.10 Notice by Electronic Transmission.** If notice is provided in an electronic transmission, it must satisfy the following requirements:

(a) Notice to Executive Committee Members in an electronic transmission that otherwise complies with these Bylaws is effective only with respect to Executive Committee Members who have consented, in the form of a record, to receive notices by electronic transmission, unless that Member has previously relied on electronic transmission of meeting notices.

(i) Notice to Executive Committee Members includes material that these Bylaws require or permit to accompany the notice.

(ii) An Executive Committee Member who provides consent, in the form of a record, to receipt of notices by electronic transmission shall designate in the consent the message format accessible to the recipient, and the address, location, or system to which these notices may be sent by electronic transmission.

(iii) An Executive Committee Member who has consented to receipt of notices by electronic transmission may revoke the consent by delivering a revocation to the Corporation in the form of a record.

(iv) The consent of any Executive Committee Member is revoked if the Corporation is unable to deliver two consecutive notices by electronic transmission in

accordance with the consent, and this inability becomes known to the secretary of the Corporation or other person responsible for giving the notice. The inadvertent failure by the Corporation to treat this inability as a revocation does not invalidate any meeting or other action.

(b) Notice to Executive Committee Members who have consented to receipt of notices by electronic transmission may be provided by posting the notice on an electronic network and delivering to the Executive Committee Member a separate record of the posting, together with instructions regarding how to obtain access to this posting on the electronic network.

(c) Notice provided in an electronic transmission is effective when it:

(i) Is given by electronic transmission to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or

(ii) Has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with instructions regarding how to obtain access to the posting on the electronic network.

#### **4.11 Waiver of Notice**

**4.11.1 Waiver by Communication.** Whenever any notice is required to be given to any Executive Committee Member under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in the form of a record executed by the Executive Committee Member entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Executive Committee need be specified in the waiver of notice of such meeting.

**4.11.2 Waiver by Attendance.** Attendance of an Executive Committee Member or a committee member at a meeting shall constitute a waiver of notice of such meeting, except where an Executive Committee Member or a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

### **ARTICLE 5 ACTIONS BY UNANIMOUS CONSENT IN LIEU OF MEETING**

Any corporate action required or permitted by the Articles of Incorporation or Bylaws, or by the laws of the state of Washington, to be taken at a meeting of the Executive Committee Members of the Corporation or at a meeting of a committee of the Executive Committee may be taken without a meeting if a consent, in the form of a record setting forth the action so taken, shall be executed by all of the Executive Committee Members or all of the members of the committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such



consents may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Such consent shall have the same force and effect as a unanimous vote, and may be described as such. Any such consent shall be inserted in the minutes book or meeting summary as if it were the minutes or meeting summary of a meeting of the Executive Committee.

## **ARTICLE 6 OFFICERS, EXECUTIVE DIRECTOR, COORDINATOR, FACILITATOR**

**6.1 Positions.** The officers of the Corporation shall consist of Co-Chairs, one elected by majority vote of the Farm Caucus and one elected by a majority of the Fish Caucus; and a secretary and a treasurer, each of whom shall be elected by the Executive Committee. Other officers and assistant officers may be elected or appointed by the Executive Committee, such officers and assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Executive Committee. Any officer may be assigned by the Executive Committee any additional title that the Executive Committee deems appropriate. Any two or more offices may be held by the same person, except the offices of Co-Chair and secretary.

**6.2 Co-Chairs.** The Co-Chairs shall be the chief executive officers of the Corporation, unless a President or other chief executive officer is elected by the Executive Committee, and, subject to the direction and control of the Executive Committee, shall have general supervision of the business and affairs of the Corporation. The Co-Chairs shall preside at meetings of the Executive Committee, unless the Executive Committee or Co-Chairs appoint a facilitator, executive director, or other person to chair Executive Committee meetings on a temporary or regular basis. The Co-Chairs shall sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Executive Committee or by these Bylaws to some other officer or agent of the Corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the Co-Chairs shall perform all duties incident to the office of Co-Chairs and such other duties as are assigned to him or her by the Executive Committee from time to time.

**6.3 Secretary.** The secretary shall be responsible for ensuring that minutes or meeting summaries of meetings of the Executive Committee are recorded and maintained, and to the extent minutes or meeting summaries of meetings of committees of the Executive Committee are recorded, that such minutes or meeting summaries are maintained; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Corporation or appoint such person or entity as is appropriate to act as such custodian; ensure that records are kept of the name and address of each Executive Committee Member and each officer; sign with the Co-Chairs, or other officer authorized by the Co-Chairs or the Executive Committee, deeds, mortgages, bonds, contracts, or other instruments; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the Co-Chairs or the Executive Committee.

**6.4 Treasurer.** The treasurer shall have charge of and be responsible for all funds and securities of the Corporation; ensure that monies due and payable to the Corporation from any source whatsoever are properly received and that receipts are given for said monies; ensure that all such monies are deposited in the name of the Corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of treasurer and such other duties as may be assigned to him or her by the Co-Chairs or the Executive Committee. If requested by the Executive Committee, at the Corporation's expense, the treasurer shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Executive Committee may determine.

**6.5 Election and Term of Office.** The officers of the Corporation shall be elected each year by the Executive Committee at its annual meeting. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Executive Committee or, if later, until his or her successor is elected.

**6.6 Vacancies.** A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Executive Committee for the unexpired portion of the term or for a new term established by the Executive Committee.

**6.7 Resignation.** Any officer may resign at any time by delivering notice to the Executive Committee, the Co-Chairs, or the secretary in the form of a record. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**6.8 Removal.** Any officer or agent elected or appointed by the Executive Committee may be removed from office, with or without cause, by the Executive Committee whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. The Executive Committee may do so at any meeting of the Executive Committee by the affirmative vote of a majority of the remaining Executive Committee Members and of both the Farm and Fish Caucuses if a quorum of the Executive Committee is present at the meeting.

**6.9 Compensation; Contract Rights.** The salaries, if any, of the officers shall be limited to reasonable compensation for services, as fixed from time to time by the Executive Committee or by any person or persons to whom the Executive Committee has delegated such authority. No officer shall be prevented from receiving a salary by reason of the fact that he or she is an Executive Committee Member of the Corporation. Officers may also receive reimbursement for reasonable expenditures incurred on behalf of the Corporation. Election or appointment of an officer shall not of itself create contract rights.

**6.10 Executive Director or Coordinator, and Facilitator.** The Executive Committee may appoint an Executive Director, Coordinator and/or Facilitator who shall serve at the pleasure of the Executive Committee, and who shall be accountable to the Executive Committee. The

Executive Director or Coordinator shall have general administrative and management responsibility for the operations of the Corporation. The Executive Director or Coordinator may hire or contract with such staff as is necessary to fulfill the purposes of the Corporation, and shall supervise such staff and perform such other duties as are assigned by the Executive Committee. A Facilitator shall assist the Executive Committee, Co-Chairs officers, Executive Director or Coordinator, and committees by facilitating meetings, as tasked, and perform such other duties as are assigned to him or her. The Executive Director, Coordinator and Facilitator shall perform their duties in a manner that serves the Corporation's purposes and creates a fair and neutral forum for SLS participants.

## **ARTICLE 7 INDEMNIFICATION**

### **7.1 Definitions.** As used in this Article:

**7.1.1** "Agent" means an individual who is, or was, an agent of the Corporation or an individual who, while an agent of the Corporation, is, or was, serving at the Corporation's request as an Executive Committee Member, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Agent" includes, unless the context requires otherwise, the estate or personal representative of an Agent.

**7.1.2** "Corporation" means this Corporation, and any domestic or foreign successor entity.

**7.1.3** "Director" means an individual who is, or was, an Executive Committee Member of the Corporation or an individual who, while an Executive Committee Member of the Corporation, is, or was, serving at the Corporation's request as an Executive Committee Member, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Director" includes, unless the context requires otherwise, the estate or personal representative of a Director.

**7.1.4** "Employee" means an individual who is, or was, an employee of the Corporation or an individual who, while an employee of the Corporation, is, or was, serving at the Corporation's request as an Executive Committee Member, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Employee" includes, unless the context requires otherwise, the estate or personal representative of an Employee.

**7.1.5** "Expenses" means all fees and expenses incurred in any Proceeding, including without limitation, the fees and expenses of counsel.

**7.1.6** "Indemnitee" means an individual made a Party to a Proceeding because the individual is, or was, an Executive Committee Member, Officer, Employee, or Agent, and who possesses indemnification rights pursuant to the Articles of Incorporation, the Corporation's

Bylaws, or other corporate action. “Indemnitee” shall also include the heirs, executors, and other successors in interest of such individuals.

**7.1.7** “Liability” means the obligation to pay a judgment, settlement, penalty, or fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable Expenses incurred with respect to a Proceeding.

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

**7.1.9** “Party” includes an individual who was, is, or is threatened to be, named a defendant or a respondent in a Proceeding.

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

## **7.2 Indemnification Rights of Executive Committee Members, Officers, Employees and Agents.**

**7.2.1** The indemnification rights and the right to advancement of expenses of the Corporation’s Executive Committee Members shall be as set forth in the Articles of Incorporation. The procedures of paragraph 7.3 shall apply to such indemnification rights and advancement of expenses unless the Executive Committee adopts or approves further indemnification and expense advancement arrangements as may be permitted by law.

**7.2.2** The indemnification rights of the Corporation’s Officers, Employees and Agents shall be as set forth in these Bylaws. The Corporation shall indemnify its Officers, Employees and Agents to the full extent permitted by law, subject to RCW 23B.08.510 through RCW 23B.08.550, against Liability arising out of a Proceeding to which such individual was made a Party because the individual is or was an Officer, Employee or Agent of the Corporation. The Corporation shall advance Expenses incurred by such Officer, Employee or Agent who is a Party to a Proceeding in advance of final disposition of the Proceeding, as provided herein. Notwithstanding the foregoing, no indemnification shall be provided under this Article if payment of any such amount would result in an excess benefit transaction such that the Officer, Employee or Agent would be subject to the imposition of tax and any applicable correction procedures, including repayment of such amounts, under Section 4958 of the Internal Revenue Code of 1986 (the “Code”) or the corresponding provision of any future federal tax law.

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

**7.3.1 Notification and Defense of Claim.** Indemnatee shall promptly notify the Corporation, in the form of a record, of any Proceeding for which indemnification could be sought under this Article or the Articles of Incorporation. In addition, Indemnatee shall give the Corporation such information and cooperation as it may reasonably require and as shall be within Indemnatee's power. With respect to any such Proceeding as to which Indemnatee has notified the Corporation:

(a) The Corporation shall be entitled to participate therein at its own expense; or

(b) Except as otherwise provided below, to the extent that it may wish, the Corporation, jointly with any other indemnifying Party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Indemnatee. Indemnatee's consent to such counsel may not be unreasonably withheld.

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

(a) The employment of counsel by Indemnatee has been authorized by the Corporation;

(b) Indemnatee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnatee in the conduct of such defense; or

(c) The Corporation shall not, in fact, have employed counsel to assume the defense of such Proceeding;

then the fees and expenses of Indemnatee's counsel shall be at the expense of the Corporation.

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

**7.3.2 Information to be Submitted and Method of Determination and Authorization of Indemnification.** For the purpose of pursuing rights to indemnification under the Articles of Incorporation and/or this Article, Indemnatee shall submit to the Board or Executive Committee Members a sworn statement requesting indemnification and reasonable evidence of all amounts for which such indemnification is requested (together, the sworn statement and the evidence constitute an "Indemnification Statement").

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

The foregoing determination shall be made (a) by the Executive Committee by majority vote of a quorum consisting of Executive Committee Members not at the time parties to the Proceeding; (b) if a quorum cannot be obtained under (a) in this paragraph, by majority vote of a committee duly designated by the Executive Committee, in which designation Executive Committee Members who are Parties may participate, consisting solely of two or more Executive Committee Members not at the time Parties to the Proceeding; or (c) by special legal counsel as provided by RCW 23B.08.550.

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

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

(a) a written affirmation, given in the form of a record, of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct required to be eligible for indemnification; and

(b) a written undertaking, in the form of a record constituting an unlimited general obligation of the Indemnitee, to repay the advance if it is ultimately determined by the final disposition of a court of competent jurisdiction that the Indemnitee did not meet the required standard of conduct.

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

**7.3.4 Settlement.** The Corporation is not liable to indemnify Indemnitee for any amounts paid in settlement of any Proceeding without the Corporation's consent, given in the form of a record. The Corporation shall not settle any Proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's consent, given in the form of a record. Neither the Corporation nor Indemnitee may unreasonably withhold its consent to a proposed settlement.

## **7.4 Contract and Related Rights.**

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

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

(a) Maintain insurance, at its expense, to protect itself and any Indemnitee against any Liability;

(b) Enter into contracts with any Indemnitee in furtherance of this Article and consistent with the Act; and

(c) Create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

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

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

Neither (a) the failure of the Corporation (including its Executive Committee or independent legal counsel) to have made a determination prior to the commencement of such Proceeding that indemnification or reimbursement or advancement of Expenses to the Indemnitee is proper in the circumstances, nor (b) an actual determination by the Corporation (including its Executive Committee or its independent legal counsel) that the Indemnitee is not entitled to indemnification or to the reimbursement or advancement of Expenses, shall be a defense to the Proceeding or create a presumption that the Indemnitee is not so entitled.

**7.5 Exceptions.** Notwithstanding any other provision herein or in the Corporation's Articles of Incorporation to the contrary, the Corporation shall not be obligated pursuant to the

terms of this Article to indemnify or advance Expenses to Indemnitee with respect to any Proceeding:

(a) Initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under the Bylaws, or any other statute or law or as otherwise required under the statute; but such indemnification or advancement of Expenses may be provided by the Corporation in specific cases if the Executive Committee finds it to be appropriate.

(b) Instituted by Indemnitee to enforce or interpret rights under the Bylaws, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such Proceeding was not made in good faith or was frivolous.

(c) For which any of the Expenses or Liabilities for indemnification being sought have been paid directly to Indemnitee by an insurance carrier under an insurance policy maintained by the Corporation.

(d) If the Corporation is prohibited by its Articles of Incorporation, the Act or other applicable law as then in effect from paying such indemnification and/or advancement of Expenses.

## **ARTICLE 8 ADMINISTRATIVE PROVISIONS**

**8.1 Books and Records.** The Corporation shall keep the following records at its registered office or its principal office in the State of Washington:

- (a) Current copies of its Articles of Incorporation and Bylaws, as amended;
- (b) Correct and adequate records of accounts and finances;
- (c) A record of officers' and Executive Committee Members' names and addresses;
- (d) Minutes or meeting summaries of the proceedings of its Executive Committee, and any minutes or meeting summaries that may be maintained by committees having any of the authority of the Executive Committee;
- (e) Copies of such documents as may be required to be made publicly available under the Code, including, if applicable, copies of its application for recognition of tax-exempt status on Form 1023 and copies of its Form 990 and Form 990-T, if any; and
- (f) Such other records as may be necessary or advisable.



Such records may be made available in any manner and by any means permitted under the Act and the Code, as applicable. All books and records of the Corporation shall be open at any reasonable time to inspection by any Executive Committee Member.

**8.2 Fiscal Year.** The accounting year of the Corporation shall be the twelve months ending December 31.

**8.3 Loans to Executive Committee Members and Officers Prohibited.** No loans or advances shall be made by the Corporation to any of its Executive Committee Members or officers.

**8.4 Rules of Order.** The rules contained in the most recent edition of Robert's Rules of Order, newly revised, shall govern all meetings of Executive Committee Members where those rules are not inconsistent with the Articles of Incorporation, Bylaws, or other rules of order of this Corporation.

**8.5 Amendment of Bylaws.** These Bylaws may be amended or repealed by the affirmative vote of a majority of the Executive Committee Members then in office, and of both the Farm and Fish Caucus, at any meeting of the Executive Committee.

## **ARTICLE 9 DEFINITIONS**

Except as otherwise provided herein, as used in these Bylaws:

**9.1. "Corporation"** means Snohomish Sustainable Lands Strategy (SLS).

**9.2. "Deliver"** means:

(a) Mail; or

(b) Transmit by facsimile equipment, for purposes of delivering a demand consent, notice, or waiver to the Corporation or one of its officers or Executive Committee Members; or

(c) Make an electronic transmission, in accordance with the officer's or Executive Committee Member's consent and Section 4.10 of these Bylaws, for purposes of delivering a demand, consent, notice, or waiver to the Corporation or one of its officers or Executive Committee Members.

**9.3 "Electronic transmission"** means an electronic communication:

(a) Not directly involving the physical transfer of a record in a tangible medium; and

(b) That may be retained, retrieved, and reviewed by the sender and the recipient thereof, and that may be directly reproduced in a tangible medium by a sender and recipient.

9.4 “Execute” means:

- (a) Sign, with respect to a written record; or
- (b) Electronically transmit along with sufficient information to determine the sender’s identity; or
- (c) File in compliance with the standards for filing with the office of the secretary of state as prescribed by the secretary of state, with respect to a record to be filed with the secretary of state.

9.5 “Record” means information inscribed on a tangible medium or contained in an electronic transmission.

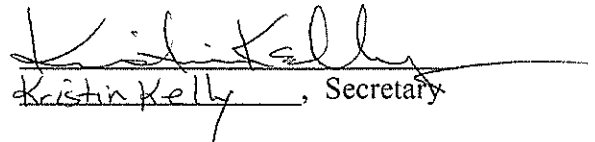
9.6 “Tangible medium” means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or other tangible material.

9.7 “Writing” does not include an electronic transmission.

#### CERTIFICATE OF ADOPTION

The undersigned Secretary of Sustainable Lands Strategy does hereby certify that the above and foregoing Bylaws of said Corporation were adopted by the Executive Committee as the Bylaws of said Corporation and that the same do now constitute the Bylaws of this Corporation.

DATED this 9<sup>th</sup> day of December, 2014.

  
Kristin Kelly, Secretary