

BYLAWS OF
IDAHO WASHINGTON AQUIFER COLLABORATIVE, INC.

An Idaho Nonprofit Corporation

IWAC BYLAWS

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IDAHO WASHINGTON AQUIFER COLLABORATIVE, INC.

PREAMBLE:

These Bylaws are subject to, and governed by, the Idaho Nonprofit Corporation Act (the “INCA”) and the Articles of Incorporation of Idaho Washington Aquifer Collaborative, Inc., an Idaho nonprofit corporation (the "Corporation"). In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the INCA or the Articles of Incorporation, such provisions of the INCA, or the Articles of Incorporation, will be controlling.

ARTICLE I.
General Provisions

1.1 Objectives and Limitations:

1.1.1 Mission: The Corporation is organized to pursue the following mission: The purpose of the Idaho Washington Aquifer Collaborative (IWAC) is to work together to maintain and/or enhance water quality and quantity for present and future generations by developing management strategies which benefit the Spokane Valley Rathdrum Prairie Aquifer (as defined by the USGS, “the Aquifer”) and the Spokane River region. In furtherance of this mission, the Corporation will facilitate regional dialogues and studies that result in recommendations for policy directions and shared stewardship of the Aquifer and the Spokane River, in a collaborative manner.

1.1.2 Limitations: The Corporation shall in all of its activities be nonpartisan, nonpolitical and nonsectarian.

1.1.3 Powers: The Members of the Corporation shall have the power and authority to exercise and enjoy jointly with each other as the Corporation, any and all powers, privileges, and authority, which each of them has the power, privilege, and authority to exercise and enjoy, provided, however, the Corporation shall not have the power to commit or obligate any Member without formal approval by the Member’s governing body.

1.1.4 Indemnification: The Corporation shall, to the extent legally permissible, indemnify each Member entity, representative and any person who may serve or who has served at any time as an authorized officer of the Corporation against all expenses and liabilities, including, without limitation, costs, expenses legal fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such Member in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such Member with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the Corporation; and further provided that any compromise or settlement payment shall be approved by consensus of the

Members who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of Members entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any Member may be entitled.

No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified Member under this Article shall apply to such Member with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified Member.

This Article constitutes a contract between the Corporation and the indemnified Members. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified Member under this Article shall apply to such Member with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

ARTICLE II. **Membership**

2.1 **Members:** The Corporation's founding membership consists of water and wastewater purveyor entities from the states of Idaho and Washington. Member eligibility is defined in section 2.3. The list of the Corporation's Members in Appendix A, serves as the record of official Collaborative Membership.

2.1.1 **Adding Members:** Other Members may be added by consensus of the Members.

2.1.2 **Withdrawal of Members:** Members may withdraw by submitting 30 day written notice to the Executive Board.

2.2 **Member Responsibilities:**

2.2.1 **Dues /Assessments:** Members shall pay assessments as determined by consensus of the Members.

2.2.2 **Attendance:** Members are expected to attend and participate in the Corporation meetings.

2.2.3 **Communication:** Members are expected to clearly articulate their interests and concerns; articulate a bi-state regional, aquifer-wide perspective; listen, try to understand and make reasonable efforts to appreciate other points of view and interests; and openly discuss issues in a civil manner with people who hold diverse views.

2.2.4 **Problem Solving:** Members are expected to participate in a cooperative problem solving procedure to resolve differences; and generate and evaluate options to address the needs

expressed by the Corporation Members, Advisory Members and Ad Hoc Resource contributors.

2.2.5 Representing Member Entity: As appropriate, Member representatives are expected to keep constituent group(s) informed about activities and progress of the Corporation, and solicit their input about ongoing deliberations.

2.3 Eligibility: Membership in the Corporation may be granted to any entity by consensus of the Members. Membership shall be limited to entities that support the advancement of the Corporation's purposes and objectives.

2.4 Application: Application for Membership in the Corporation shall be in writing, by a duly authorized representative of the applicant entity. Applications must be mailed or delivered to the offices of the Corporation as identified in Appendix D.

2.5 Admission: Membership is effective on the date of receipt of the Membership dues as identified in Appendix E, together with consensus achieved pursuant to Section 2.1.1.

2.6 Duration: Membership is for the duration of one year, with annual renewal, upon payment of the Membership fee. Membership shall automatically cease in the following instances: Nonpayment of dues for 60 days; or cessation/dissolution of the entity.

2.7 Written Notice: A written notice shall be sent by the Corporation to any Member in arrears on Membership dues for a period of greater than 30 days.

2.8 Denial and Revocation: Membership may be denied or revoked in writing, for cause, by consensus of the Members. Any Member may be reinstated by a consensus of the Members.

2.9 Equal Membership: The rights and interests of all Members in good standing shall be equal and no Member shall acquire a greater interest than any other Member in the Corporation.

2.10 Advisory Members: The Corporation will invite the participation of Advisory Members representing different sectors and interests who can advise and offer guidance on a variety of topics and strategies for implementing the Corporation's goals. Advisory Members provide valuable perspectives and information and are welcome but not expected to attend every meeting. Advisory Members are not required to pay dues/assessments/fees and do not participate in consensus decisions. Advisory Members are named in Appendix B.

ARTICLE III. **Meetings**

3.1 Regular Meeting: The regular meetings of the Members of this Corporation shall be held at the time and place identified in Appendix C, unless notice of cancellation is given as

set forth herein. The failure to hold a regular meeting at the time stated in these Bylaws does not affect the validity of any corporate action. Regular meetings may be canceled upon prior notification to the Members. (See section 3.2.1)

3.2 Special Meeting: Except as otherwise provided, special meetings of Members of this Corporation shall be held whenever called by any officer or by the Executive Board or a consensus of Members.

3.2.1 Notice: The Corporation shall endeavor to give at least 24 hours written or electronic notice of each special meeting stating the time and place and purpose(s) for which such meeting is called to each Member of record. If the notice is mailed by the Corporation to the Member's address shown in the Corporation's current record of Members, such notice is effective upon mailing. If notice is sent by the Corporation to a Member by voicemail, electronic mail (e-mail), facsimile, or other electronic means, such notice is effective upon dispatch.

3.3 Quorum: At any meeting of the Members, a majority in interest of all the Members represented by Members of record, in person, shall constitute a quorum for action on that matter. When a quorum is present at any meeting, action on a matter is approved by a consensus of the group. Once a quorum is present, Members may continue to transact business at the meeting notwithstanding the withdrawal of any Members resulting in less than a quorum.

3.4 Consensus of Members: Members of the Corporation shall determine action or inaction of the Corporation by consensus. Consensus shall mean all Members shall have an opportunity to have their views presented and discussed. The overall decisions shall be made through open and respectful discussion where any and all relevant points may be heard. Consensus does not mean all Members must be unanimous in agreement. The fundamental right of consensus is for all people to be able to express themselves in their own words and of their own will. The fundamental responsibility of consensus is to assure others of their right to speak and be heard. Coercion and trade-offs are replaced with creative alternatives, and compromise with synthesis.

3.5 Consensus Procedure:

3.5.1 A proposal for resolution is put forward.

3.5.2 Amendments and modifications are made to the proposal through discussion.

3.5.3 Members that disagree with the proposal are given the opportunity to advance alternative proposals or suggestions.

3.5.4 The Member(s) that put forward the proposal may withdraw the initial proposal if it appears to such Member(s) that it will advance no further or result in a lack of consensus.

3.5.5 When all Members objectively indicate understanding of a proposal, and there are no additional revisions or proposals, the President can ask if there are any objections or reservations to the proposal under consideration.

- 3.5.6 If there are no objections, the President can call for consensus.
- 3.5.7 If consensus does appear to have been reached, the President will repeat the decision to the group so everyone is clear on what has been decided.

ARTICLE IV. **Executive Board**

4.1 Number, Tenure and Qualifications: The business affairs and property of this Corporation shall be managed by an Executive Board consisting of the officers of the Corporation: President, Vice President, Secretary and Treasurer. The number of officers may at any time be increased or decreased by the Members. Officers must be Members of this Corporation.

4.2 Appointment – Term of Office: The officers shall be appointed by the Members at the first regular meeting. Officers shall hold office for one year, or until their respective successors are appointed.

4.3 Powers of Officers: The Executive Board shall execute the management of the business of this Corporation per direction from the Members.

4.4 Emergency Action: The Executive Board has the authority to provide immediate action during times of emergency. An emergency is a situation in which the available members of the Executive Board have determined that what is occurring requires a responsive action by the Corporation and that the action needs to occur in a time frame too immediate to allow a decision to be made by consensus. An emergency may include, but not be limited to, a natural, manmade or environmental disaster, a hostile attack, a public health emergency or another event which could pose a risk to life, health, property or environment. During emergencies, the Executive Board can adopt, amend or repeal bylaws but the results of doing this are to only be effective during the emergency. Emergency actions shall be presented at the next regular meeting for ratification by consensus of the Members.

4.5 Special Meetings: Special meetings of the Executive Board may be held at any time or place whenever called by two or more officers, notice thereof being given to each officer by the officer calling or by the officer directed to call the meeting.

4.6 Notice: Notice of special meetings of the Executive Board, stating the date, time, and place thereof, shall be given at least 24 hours prior to the date of the meeting. Such notice will be both oral and written. If the notice is mailed by the Corporation to the officer's address shown in the Corporation's current records, such notice is effective upon mailing. If notice is sent by the Corporation to an officer by voicemail, electronic correspondence (e-mail), facsimile, or other electronic means, such notice is effective upon dispatch.

4.7 Waiver of Notice: An officer may waive in writing notice of a special meeting of the Board either before or after the meeting, and such waiver shall be deemed to be equivalent of

giving notice. Attendance of an officer at a meeting shall constitute waiver of notice of that meeting unless said officer attends for the express purpose of objecting to the transaction of business because the meeting has not been lawfully called or convened.

4.8 Conference Telephone: Meetings of the Executive Board or any committee designated by the Executive Board may be effectuated by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at such meetings.

4.9 Quorum of Officers: A majority of the Members of the Executive Board shall constitute a quorum for the transaction of business. When a quorum is present at any meeting, a majority of the Members present thereat shall decide any question brought before such meeting, except as otherwise provided by law or the Articles of Incorporation or by these Bylaws.

4.10 Adjournment: Any meeting of the Executive Board at which a quorum is present may be adjourned and continued at a later time. Notice of the adjourned meeting or of the business to be transacted there, other than by announcement at the meeting of which the adjournment is taken, shall not be necessary. At an adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting as originally called.

4.11 Action without a Meeting: Any action required or permitted to be taken by the Executive Board at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the officers. Action taken under this section is effective when the last officer signs the consent, unless the consent specifies an earlier or later effective date.

4.12 Resignation and Removal: Any officer of this Corporation may resign at any time by giving written thirty (30) day notice to the Executive Board, or to any officer of this Corporation. Any such resignation shall take effect in thirty (30) days time when notice thereof is delivered to the Corporation, unless the notice specifies a later date.

The Members, at any meeting called expressly for that purpose, may remove with cause, one or more officers. An officer shall be removed by consensus of the Members. An officer shall be immediately removed if the Member entity for which the officer serves, withdraws from the Corporation.

4.13 Vacancies: If the office of any officer becomes vacant for any reason, the Members shall appoint a successor at the next meeting of Members or at any special meeting called for that purpose. The successor shall serve the remaining term of such office until the next meeting to select officers is held.

4.14 Committees: The Executive Board may designate committees from among the Members, Advisory Members and Ad Hoc Resource groups. Each committee must have two or more Members, who serve at the pleasure of the Board. Each committee shall have and may exercise all the authority granted to it by the Executive Board.

ARTICLE V.
Officers

5.1 Positions: The officers of this Corporation may be a President, a Vice-President, Secretary and a Treasurer, as appointed by the Members. The Executive Board in its discretion may appoint two Co-Chairs from amongst its Members to serve as Co-Chairs of the meetings.

5.2 Additional Officers and Agents: The Executive Board, at its discretion, may appoint one or more Assistant Treasurers, and one or more Assistant Secretaries and such other officers or agents as it may deem advisable, and prescribe the duties thereof.

5.3 Appointment and Term of Office: The officers of this Corporation shall be appointed annually by the Members. Each officer shall hold office until a successor shall have been appointed.

5.4 Powers and Duties: Duly appointed officers shall have the following responsibilities:

5.4.1 President: The President shall be the chief executive officer of this Corporation, shall have general supervision of the business of this Corporation, and, when present, shall preside at all meetings of the Members and, at meetings of the Executive Board. The President shall perform such other duties as directed by the Members.

5.4.2 Vice-President: During the absence or disability of the President, the Vice-President shall exercise all functions of the President. The Vice-President shall have such powers and discharge such duties as may be assigned from time to time to such Vice-President by the President or by the Members.

5.4.3 Secretary: The Secretary shall provide all notice required by these Bylaws, keep accurate minutes of all meetings of the Members and the Executive Board, perform all the duties commonly incident to this office, and shall perform such other duties and have such other powers as the Executive Board shall designate. In the Secretary's absence, an Assistant Secretary shall be appointed by the Executive Board to perform the Secretary's duties.

5.4.4 Treasurer: The Treasurer shall have the care and custody of the money, funds, valuable papers, and documents of this Corporation, and shall have and exercise, under the supervision of the Members, all the powers and duties commonly incident to this office.

5.5 Salaries: There shall be no salaries for any officer in this Corporation.

ARTICLE VI.
Financials

6.1 Fiscal Year: The fiscal year of the Corporation shall be from January 1st to

December 31st.

6.2 Budget: The amount of money required to sustain the efforts of the Corporation for each fiscal year shall be recommended by the Treasurer, in consultation with the Executive Board, and confirmed with the approval of the Members. The Treasurer shall receive and consider, at the beginning of the fiscal year, estimates of income and expenditures for the ensuing year, which recommendations may be approved, amended, or rejected by the Members. As approved by the Members, the annual budget shall be the appropriation measure of the Corporation. Significant deviations from the approved budget, new programs, new events, or significant capital expenditures shall be approved in advance by the Members of the Corporation.

6.3 General Fund: All financial receipts shall constitute the General Fund of the Corporation unless otherwise provided by the Board. The expenses for the maintenance and conduct of the Corporation shall be paid from the General Fund.

6.4 Funding:

6.4.1 Membership Fees: The Membership fee schedule shall be determined by the Members. Membership fees shall be reviewed annually, and can be adjusted by approval of the Members. No dues will be raised at any time during the one-year period without a consensus of the Membership of the Corporation. Membership assessments, dues or fees are detailed in Appendix E.

6.4.2 Fund-Raising: All fund-raising events shall be approved in advance by the Members, along with an expected budget for the event. Monies from all events shall accrue to the General Fund of the Corporation, except as otherwise designated by the Board, such as in the case of administered grant programs. The Corporation is authorized to accept grants of Federal, State or private funds in order to accomplish its purposes.

6.5 Bank Accounts and Surplus Funds:

6.5.1 Banking Services: Funds of the Corporation shall be maintained in an account under the name of the Corporation and with a public depository serving both the states of Washington and Idaho. Records of all deposits and expenditures shall be maintained for a minimum of seven years by the Treasurer.

6.5.2 Authorized Signature: All checks drawn on bank accounts of the Corporation shall be signed by any two of the following officers: President, Vice President or Secretary.

6.5.3 Surplus Funds: Surplus funds may be invested for the purposes of earning interest in federally secured savings accounts or certificates of deposit in a bank.

6.6 Debts: All debts incurred by the Corporation must be approved in advance by the Members. Lines of Credit and Credit Cards, together with their approved credit limits must be reviewed and approved annually by the Members. All debt instruments executed by the Corporation must be signed by any two authorized signatories of the Executive Board.

ARTICLE VII.
Amendments

7.1 These Bylaws may be amended or repealed by consensus of the Members present at any meeting if notice of the proposed amendment is contained in the notice of the meeting.

We, the undersigned, being all the Members of the Idaho Washington Aquifer Collaborative, Inc. DO HEREBY CERTIFY THAT the foregoing bylaws of said Corporation were adopted by consensus of Members present at the monthly meeting held on the 2nd Tuesday of _____ to be _____.

APPENDIX A

Interested Member Entities and Representative

The chart below represents the list of potential Member Entities and representatives. Appendix A will be updated as entities apply, pay fees and are approved for membership.

Member Entity	Member Representative	State
Bar Circle S Water Company	Rob Turnipseed	ID
City of Coeur d'Alene	Jim Markley	ID
*City of Post Falls	Mike Neher	ID
*Hayden Area Regional Sewer Board	Ken Windram	ID
Hayden Lake Irrigation District	Alan Miller	ID
North Kootenai Water & Sewer District	Mike Galante	ID
City of Spokane RPWRF	Mike Coster	WA
City of Spokane Water Department	Bill Rickard	WA
Consolidated Irrigation District No. 19	Bob Ashcraft	WA
Modern Electric Water Company	Bryan St Clair	WA
Spokane County Water District No. 3	Ty Wick	WA
Spokane County Water Resources	Rob Lindsay	WA
Vera Water and Power	Todd Henry	WA

* The City of Post Falls and Hayden Area Regional Sewer Board are restricted from membership by Idaho state law. Therefore, honorary membership is extended to both Entities requiring no application, approval or dues. Voluntary contributions from honorary and advisory members will be accepted.

APPENDIX B

Advisory Members

Advisory Entity	Representative Name	State
Avista	Linda Kiefer	ID & WA
*Coeur d'Alene Tribe of Indians	Laura Laumatia	ID
Greater Spokane Incorporated	Sandra Jarrard	WA
*Spokane Tribe of Indians	Brian Crossley	WA

* The Coeur d'Alene Tribe of Indians and Spokane Tribe of Indians are invited to participate either as members or advisors.

APPENDIX C

Meeting Time and Place

The Corporation's regular meetings will be held on the second Tuesday of each month at Liberty Lake Sewer and Water District, 22510 E. Mission Avenue, Liberty Lake, Washington, 99019.

APPENDIX D

Mailing Address

Alan W. Miller
2160 W. Dakota Ave.
Hayden, ID 83835

APPENDIX E

Assessments, Dues and Fees

The Corporation's membership dues were set, by consensus, on May 14, 2013 at the rate of \$1,000 per year for districts with 2000 or more connections and \$500 for districts with less than 2,000 connections. These dues cover operational costs such as liability insurance, postage, operational support and accounting. Assessments, dues and fees may be adjusted by consensus of the Members.