

## **ARTICLES OF INCORPORATION OF**

### **Society for Range Management WA Chapter**

I, the undersigned, acting as the incorporator of a corporation under the provisions of the Washington Nonprofit Corporation Act (Chapter 24.03 of the Revised Code of Washington), hereby sign and verify the following Articles of Incorporation for such corporation.

#### **ARTICLE 1. NAME**

The name of the corporation shall be Society for Range Management WA Chapter (hereinafter referred to as SRM WA).

#### **ARTICLE 2. DURATION**

SRM WA shall have perpetual existence.

#### **ARTICLE 3. REGISTERED OFFICE AND AGENT**

The address of the initial registered office of SRM WA shall be 35801 State Route 25 N, Davenport WA 99122. The name of the initial registered agent of SRM WA at such address is Tom Platt.

#### **ARTICLE 4. PURPOSE AND POWERS**

**4.1 Purpose.** SRM WA is organized exclusively for charitable, scientific, literary and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including but not limited to the following:

**4.1(a)** To promote rangeland stewardship through awareness, knowledge, education, science, and practice.

**4.1(b)** To aid, support, and assist by gifts, contributions or otherwise, other corporations, community chests, funds and foundations organized and operated exclusively for charitable, scientific, or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation.

**4.1(c)** To do any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be persons or organizations of any kind or nature, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments, or agencies.

**4.2 Powers.** In general, and subject to such limitations and conditions as are or may be prescribed by law, or in SRM WA's Articles of Incorporation or Bylaws, SRM WA shall have all powers which now or hereafter are conferred by law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of SRM WA's purposes.

**4.3 Affiliation.** SRM WA is affiliated with the Pacific Northwest Section of the Society for Range Management and with its parent association, The Society for Range Management.

## **ARTICLE 5. LIMITATIONS**

All of the purposes and powers of SRM WA shall be exercised exclusively for charitable, scientific, and educational purposes in such manner that SRM WA shall qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or any successor provision, and that contributions to SRM WA shall be deductible under Section 170(c)(2) of the Code or any successor provision.

No substantial part of the activities of SRM WA shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as otherwise permitted to an organization described in Section 501(c)(3) of the Code or any successor provision. SRM WA shall not participate in, or intervene in [including the publishing or distribution of statements] any political campaign on behalf of (or in opposition to) any candidate for public office.

Notwithstanding any other provisions of these Articles, SRM WA shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal and state income taxes under Section 501(c)(3) of the Code or any successor provision, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code or any successor provision.

No part of the net earnings of SRM WA shall inure to the benefit of, or be distributable, to its members (if any), directors, officers, or other private persons, except that SRM WA is authorized or empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

Upon the winding up and dissolution of SRM WA, the assets of SRM WA remaining after payment of, or provision for payment of, all debts and liabilities of SRM WA, shall be distributed to an organization or organizations, as determined by the Board of Directors, recognized as exempt under Section 501(c)(3) of the Code or any successor provision, and used exclusively to accomplish the purposes for which this Corporation is organized.

## **ARTICLE 6. MEMBERS**

SRM WA shall have members. The qualifications of members, if any, the application process, the property, voting and other rights and privileges of members and their liability for dues and assessments, and the method of collection thereof, shall be set forth in the Bylaws.

## **ARTICLE 7. DIRECTORS**

The number of directors constituting the initial Board of Directors of SRM WA shall be seven (7) directors. The names and addresses of the persons who are to serve as the initial directors of SRM WA are as follows:

| <u>Name</u>  | <u>Address</u>                                  |
|--|---|
| President, Cathy Cannon                                | 16 River Overlook St., Omak, WA 98841           |
| Vice President, Hannah Tomlinson                       | 55947 Lake Ridge LN NE, Electric City, WA 99123 |
| Secretary, Angela Williams                             | 720 6th St Suite B, Clarkston WA 99403          |
| Treasurer, Tom Platt                                   | 35801 State Route 25N, Davenport, WA 99122      |
| Director, Bob Gillaspy                                 | 12613 NE 101st Street, Vancouver WA 98682       |
| Director, Saundra Morris                               | 448 E. 6th Avenue, Colville, WA 99114-3034      |
| Registered Agent, ex-officio, non-voting,<br>Tom Platt | 35801 State Route 25N, Davenport, WA 99122      |

The powers and duties, number, qualifications, terms of office, manner of election, time and criteria for removal of directors shall be as set forth in the Bylaws of SRM WA.

### **ARTICLE 8. DIRECTOR LIABILITY AND LIMITATIONS**

A director shall have no liability to SRM WA for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director, or a knowing violation of law by a director, where the director votes or assents to a distribution which is unlawful or violates the requirements of these articles of incorporation, or for any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled. If the Washington Nonprofit Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by the Washington Nonprofit Corporation Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of SRM WA existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

### **ARTICLE 9. INDEMNIFICATION**

**9.1 Right to Indemnification.** Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of SRM WA or, while a director or officer, he or she is or was serving at the request of SRM WA as a director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee or agent or in any other capacity while serving as a director, trustee, officer, employee or agent, shall be indemnified and held harmless by SRM WA, to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 2 of this Article with respect to proceedings seeking solely to enforce rights to indemnification, SRM WA shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding

(or part thereof) was authorized by the board of directors of SRM WA. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by SRM WA the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to SRM WA of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section 1 or otherwise.

**9.2 Right of Claimant to Bring Suit.** If a claim for which indemnification is required under Section 1 of this Article is not paid in full by SRM WA within sixty (60) days after a written claim has been received by SRM WA, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against SRM WA to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to SRM WA), and thereafter SRM WA shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of SRM WA (including its board of directors, independent legal counsel or its members, if any) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses of the claimant is proper in the circumstances nor an actual determination by SRM WA (including its board of directors, independent legal counsel or its members, if any) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

**9.3 Nonexclusivity of Rights.** The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of members, if any, or disinterested directors or otherwise.

**9.4 Insurance, Contracts, and Funding.** SRM WA may maintain insurance at its expense to protect itself and any director, trustee, officer, employee or agent of SRM WA or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not SRM WA would have the power to indemnify such persons against such expense, liability or loss under the Washington Business Corporation Act, as applied to nonprofit corporations. SRM WA may, without further membership action, enter into contracts with any director or officer of SRM WA in furtherance of the provisions of this Article and may 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.

**9.5 Indemnification of Employees and Agents of SRM WA.** SRM WA may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of SRM WA with the same scope

and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of SRM WA or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act, as applied to nonprofit corporations, or otherwise.

### ARTICLE 10. BYLAWS

Bylaws of SRM WA may be adopted by the Members at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles. The authority to make, alter, amend or repeal bylaws is vested in the Members and may be exercised at any regular or special meeting of the Members in the manner specified in those Bylaws.

### ARTICLE 11. INCORPORATOR

The name and address of the incorporator of SRM WA is as follows:

Name

Address

Cathy Cannon

16 River Overlook St., Omak, WA 98841



\_\_\_\_\_  
(Signature)

IN WITNESS WHEREOF, the undersigned has signed these Articles of Incorporation

this 12th day of March, 2021.

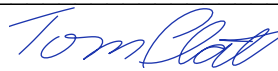
Hannah Tomlinson

\_\_\_\_\_

Angela Williams

\_\_\_\_\_

Tom Platt



\_\_\_\_\_  
(Signature)

**CONSENT TO APPOINTMENT AS REGISTERED AGENT**

I, Tom Platt, hereby consent to serve as registered agent, in the State of Washington, for the following Corporation: Society for Range Management WA Chapter. I understand that as agent for SRM WA, it will be my responsibility to accept Service of Process in the name of SRM WA; to forward all mail and license renewals to the appropriate officer(s) of SRM WA; and to immediately notify the Office of the Secretary of State of my resignation or of any changes in the address of the registered office of SRM WA for which I am agent.

Date: March 10, 2021.



\_\_\_\_\_  
Signature

Tom Platt

35801 State Route 25 N, Davenport WA, 99122