

**BYLAWS  
of the  
MUSKEGON LAKE WATERSHED PARTNERSHIP**

ARTICLE I - NAME

The name of the organization shall be the Muskegon Lake Watershed Partnership, abbreviated as the MLWP.

ARTICLE II - DESCRIPTION

- A. The MLWP shall be characterized as an independent non-profit, non-political, non-sectarian organization.
- B. The MLWP's area of endeavor shall be the immediate drainage area of Muskegon Lake as well as Cedar and Mosquito Creeks.

ARTICLE III - PURPOSE

THE MLWP is organized exclusively for charitable, educational, and scientific purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code. The MLWP shall be a coalition of community interests dedicated to working cooperatively for the improvement of the Muskegon Lake ecosystem, and for the delisting of Muskegon Lake as an Area of Concern.

The MLWP shall obtain and disseminate information concerning Muskegon Lake watershed issues, provide a forum for discussion of those issues, and initiate, facilitate, and/or coordinate plans and actions to improve the Muskegon Lake ecosystem.

ARTICLE IV - MEMBERSHIP

- A. MLWP membership shall be available to Muskegon Lake watershed stakeholders, including but not limited to property owners; representatives of municipalities, governmental agencies, academic institutions, foundations, utilities, industries, businesses, and clubs; and agriculturalists, recreationalists, environmentalists, and the general public. MLWP will strive for a representational balance.
- B. Membership is open to those who have attended at least 3 MLWP meetings and have been nominated by one or more current voting member(s). Prospective members must be present when their membership is voted on.
- C. Membership shall be conferred by majority vote of the current members of the MLWP.
- D. Membership must be renewed every three (3) years by written or verbal

confirmation from the member to the MLWP.

#### ARTICLE V - GOVERNANCE

- A. The governing body of the MLWP shall be a Committee of the Whole consisting of voting members at a duly noticed MLWP meeting. Such members shall constitute a quorum.
- B. The MLWP shall set an annual meeting calendar.
- C. The MLWP shall meet monthly, or otherwise at the discretion of the officers, and changes to that meeting must be duly noticed at least five (5) days prior to that meeting.
- D. The Committee of the Whole shall have authority to initiate and advocate actions, enter into contracts, adopt policies and procedures, submit applications, organize and hold events, and enter into agreements with partnering entities.
- E. Motions shall pass or fail by simple majority vote of the Committee of the Whole unless otherwise specified herein. Ties shall be broken by vote of the Chairperson.
- F. The officers will set the agenda for meetings.

#### ARTICLE VI - OFFICERS

- A. The officers of the MLWP shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer. The Secretary and Treasurer positions may be held by one person.
- B. The Chairperson shall schedule, convene, and preside over meetings of the Committee of the Whole; act as representative and spokesperson of the MLWP to individuals, organizations, the media, and the public; form and disband committees and task forces; enter into agreements and/or contracts; and delegate discretionary responsibilities.
- C. The Vice Chairperson shall act in place and stead of the Chairperson in the Chairperson's absence; succeed to the office of Chairperson if that office should become vacant; and perform such other duties as may be assigned by the Chairperson.
- D. The Secretary shall take, revise, distribute and maintain a record of the minutes of MLWP meetings; maintain a list of MLWP members and their means of contact; and perform such other duties as may be assigned by the Chairperson.
- E. The Treasurer shall report monthly on financial activity; review financial

transactions and perform such other duties as may be assigned by the Chairperson.

- E. Officers shall be elected every two (s) years by the Committee of the Whole in the month of February, and shall assume office at the following MLWP MLWP meeting. The offices of Chair and Secretary will expire in alternating years with that of Vice Chair and Treasurer. Officers shall serve until their successors assume office. The chair will appoint a nominating committee.
- F. The chair will appoint to fill vacancies for the balance of the term.

#### ARTICLE VII – ANNUAL MEETING

- A. MLWP will hold an annual meeting, time and place to be determined each year, with all members invited at least ten (10) days in advance.

#### ARTICLE VIII - COMMITTEES

- A. Committees may include but not be limited to a Technical Committee, a Habitat Committee, a Non-point Source Committee, and a Fundraising Committee.
- B. The chair will be responsible for appointing committee members, who will then elect a committee chair and/or other officers.

#### ARTICLE IX – LIMIT ON LIABILITY AND INDEMNIFICATION

A. Liability of Directors and Officers. No director or officer of the organization shall be personally liable to the organization for monetary damages for breach of fiduciary duty as a director or officer, except for liability (i) for any breach of the director's or officer's duty of loyalty to the organization, (ii) for acts or omissions which involve intentional misconduct or knowing violation of law, (iii) under section 551 of the Michigan Nonprofit Corporation Act, or (iv) for any transaction from which the director or officer derived an improper personal benefits. If the Michigan Nonprofit Corporation act, or any other applicable law, is amended to authorize corporate action further eliminating or limiting the personal liability of directors and officers, then the liability of a director or officer of the organization shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, or any other applicable law, as so amended. Any repeal or modification of this Section by the directors or officers of the organization shall not adversely affect any right or protection of a director or officer of the organization existing at the time of the repeal or modification.

B. Assumption of Liabilities. The organization assumes all liability to any person, other than the organization, for all acts or omissions of a director or officer occurring on or after the date of filing, of the organization's Articles of Incorporation.

C. Indemnification, Judgment, Settlement, etc. The organization shall indemnify a person who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the organization, by reason of the fact that the person is or was a director, officer, employee

or agent of the organization, or is or was serving at the request of the organization as a director, officer, partner, trustee, employee or agent of another foreign or domestic organization, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the organization, and with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the organization, and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

D. Indemnification Expenses. The organization shall indemnify a person who was or is a party to or is threatened to be made a party to a threatened, pending or completed action or suit by or in the right of the organization to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the organization, or is or was serving at the request of the organization as a director, officer, partner, trustee, employee or agent of another foreign or domestic organization, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses, including attorneys' fees and amounts paid in settlement incurred by the person in connection with the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the organization. However, indemnification shall not be made for a claim, issue or matter in which the person has been found liable to the organization unless and only to the extent that the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

E. Reimbursement:

(a) To the extent that a director, officer, employee or agent of the organization has been successful on the merits or otherwise in defense of an action, suit or proceeding referred to in this Article, or in defense of a claim, issue or matter in the action, suit or proceeding, he or she shall be indemnified against expenses, including attorneys' fees, incurred by him or her in connection with the action, suit or proceeding and an action, suit or proceeding brought to enforce the mandatory indemnification provided in this subsection.

(b) Any indemnification under this Article, unless ordered by a court, shall be made by the organization only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct as set forth in this Article. This determination shall be made in any of the following ways:

- (1) By a majority vote of a quorum of the organization consisting of members who were not parties to the action, suit or proceeding;
- (2) If the quorum described in subsection (1) is not obtainable, then by a majority vote of a committee of members who are not parties to the action. The committee shall consist of not less than two disinterested members.
- (3) By independent legal counsel in a written opinion.

(c) If a person is entitled to indemnification under this Article for a portion of expenses including attorneys' fees, judgments, penalties, fines or amounts paid in settlement, but not for the total amount, the organization may indemnify the person for the portion of the expenses, judgments, penalties, fines or amounts paid in settlement for which the person is entitled to be indemnified.

F. Advancement of Expenses: Expenses incurred in defending a civil or criminal action, suit or proceeding described in this Article may be paid by the organization in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay the expenses if it is ultimately determined that the person is not entitled to be indemnified by the organization. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made but need not be secured.

G. Rights Not Limited. The organization shall make no provision to indemnify directors or officers in any action, suit, or proceeding referred to in articles which shall be in conflict with the provisions of this Article. The indemnification or advancement of expenses provided under this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation. Bylaws, a contractual agreement or otherwise by law. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in this Article continues as to a person who ceases to be director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of the person.

H. Insurance. The organization may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the organization or another organization, partnership, joint venture, trust, or other enterprise against any expense, liability or loss, wither or not the organization would have the power to indemnify the person against the expense, liability or loss under the Michigan Nonprofit Corporation act or any other applicable law.

I. Merger and Reorganization. For purposes of this Article the organization includes all constituent organizations absorbed in a consolidation or merger and the resulting or surviving organization, so that a person who is or was a director, officer, employee or agent of the constituent organization or is or was serving at the request of the constituent organization as a director, officer, partner, trustee, employee or agent of another foreign or domestic organization, partnership, joint venture, trust or other enterprise, whether for profit or not, shall stand in the same position under the provisions of this Section with

respect to the resulting or surviving organization as the person would if he or she had served the resulting or surviving corporation in the same capacity.

#### ARTICLE X – DEDICATION AND DISTRIBUTION OF ASSETS; DISSOLUTION

A. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the GGRFSC shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the MLWP 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 provision of these bylaws, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (ii) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

B. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

#### ARTICLE XI - AMENDMENT

These bylaws may be amended by a two-thirds vote of the Committee of the Whole, following enumeration of the proposed amendment in two consecutive meeting notices.

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Signature \_\_\_\_\_  
Chair, Muskegon Lake Watershed Partnership

Signature \_\_\_\_\_  
Vice Chair, Muskegon Lake Watershed Partnership

Signature \_\_\_\_\_  
Secretary, Muskegon Lake Watershed Partnership

Signature \_\_\_\_\_  
Treasurer, Muskegon Lake Watershed Partnership