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

Dated December 7, 2017 and shall supersede all previous versions

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**Article I–Name**

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

**Article II–Purpose**

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

**Article III–Membership**

A. Membership Classes.

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

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1 Adapted from policy dated May 13, 2010.
a) Professional WCO members shall receive the NWCOA newsletter, have the option to be listed on the National Membership Website Directory, have access to the NWCOA message center, use the NWCOA logo, have voting privileges, and hold elected office.

b) Professional WCO members shall provide proof of general liability insurance coverage upon application for membership or upon renewal of existing membership. Applicants who do not provide wildlife control services on a commercial basis and wish to be a Professional WCO member may solicit the Governing Board for a waiver from insurance requirements.

c) Professional WCO members also shall have the privilege to participate in the NWCOA Liability Insurance Program at any coverage limits provided by the program.

2. **Associate WCO members** shall be Nuisance Wildlife Control Operators, Wildlife Damage Managers, Pest Control Operators, Nuisance Trappers, Predator Control Trappers, and individuals employed by government agencies working in wildlife management and wildlife damage management that choose to join NWCOA as Associate Wildlife Control Operators. Associate WCO membership is geared toward new, start-up WCO and part-time WCO businesses.

a) Associate WCOs shall receive the NWCOA newsletter, have the option to be listed on the National Membership Website Directory, have access to the NWCOA message center.

b) Associate WCO members shall provide proof of general liability insurance coverage upon application for membership or upon renewal of existing membership. Applicants who do not provide wildlife control services on a commercial basis and wish to be an Associate WCO member may solicit the Governing Board for a waiver from insurance requirements.

c) Associate WCOs also shall have the privilege to participate in the NWCOA Liability Insurance Program at coverage limits from three-hundred thousand to six-hundred thousand dollars ($300,000 - $600,000) or less. Associate WCO members shall not have voting privileges and may not hold elected office.

3. **Supporting members** shall be those that choose to join NWCOA as a supporter of NWCOA and do not provide wildlife control services for-hire, or on a commercial basis or operate a business that supplies wildlife control services on a commercial basis. However, employees of Professional WCO or Associate WCO members working from the same location/office may join as Supporting Members). Supporting members shall receive the NWCOA newsletter and have access to the NWCOA message center. Supporting members shall NOT individually qualify for the NWCOA insurance program, listing on the National Membership Website Directory, nor have voting privileges.

4. **Vendor Members** shall be those for-profit individuals, partnerships, unincorporated associations, corporations, and/or suppliers, which manufactures or supplies products, equipment and/or other materials or services to the wildlife management industry.

a) NWCOA may send electronic correspondence to the membership upon request, as a benefit of Vendor membership no more than four (4) times per calendar year and on a
quarterly basis as scheduled by NWCOA. All costs, whether mailing by physical or
electronic means are responsibility of the vendor. Additional physical mailings may be sent
for a fee at the discretion of NWCOA.

b) Vendor members shall be listed in and receive the NWCOA newsletter, have access to the
NWCOA message center, may receive discounts on advertising, and be listed on the
NWCOA website as a Vendor member.
c) Vendor members shall not have voting privileges and may not hold elected office,
however, Vendor members also may join as a Professional member if they so choose and
enjoy all of the benefits of that membership class.

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

a) Supporting Vendor members may request one (1) correspondence per calendar year to the
NWCOA membership.
b) Supporting Vendor members shall be listed in and receive the NWCOA newsletter, have
access to the NWCOA message center may receive discounts on advertising, and be listed
on the NWCOA website as a Supporting Vendor member.
c) Supporting Vendor members shall not have voting privileges and may not hold elected
office, however, Supporting Vendor members may also join as a Professional member if
they so choose and enjoy all of the benefits of that membership class.

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

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

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

B. **Conditions of Membership:**
1. Submit membership application and pay dues as set by the Governing Board for the membership class and meet any necessary insurance requirements, if any, required by the class.

2. Be active and provide input into the workings and activities of NWCOA.

3. Members will never represent themselves as an official voice of NWCOA unless approved by the Governing Board to represent NWCOA.

4. Members must read, understand, and support the NWCOA Statement to Support Scientific Wildlife Population Management, which reads as follows: The National Wildlife Control Operators Association supports sound, scientific wildlife management principles including, but not limited to: hunting, trapping, and any other lethal population control in accordance with Federal, State, and local regulations.

5. Members must accept and agree to abide by the NWCOA Code of Ethics.

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

1. **Discounts.** The Governing Board may approve a discounted rate for any membership category as a promotional tool at their discretion.

2. **Military Service.** Members called to military service shall have their dues waived while serving on active duty. It shall be the responsibility of members to notify NWCOA of their military deployment. Membership fees will resume upon the cessation of active duty according to the fee schedule for the member's membership class and pro-rated as necessary.

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

a) Corporate Platinum Sponsor $10,000.00

b) Corporate Diamond Sponsor $7,500.00

c) Corporate Gold Sponsor $5,000.00

d) Corporate Silver Sponsor $2,500.00

e) Professional WCO $250.00

f) Associate WCO $125.00

g) Supporting $50.00

h) Vendor $500.00
i) Supporting Vendor $350.00

j) Information only N/A

k) Gift N/A

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

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

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

1. non-payment of dues sixty (60) days after the due date of membership renewal;

2. violations of the Corporation’s written policies, including, but be not limited to, acts deemed in violation of the Bylaws, Policy Decisions, or the Code of Ethics of the Corporation; and

3. actions detrimental to the Corporation,

provided that the suspension or termination is approved by at least a two-thirds (⅔) vote of the Governing Board and made under a procedure that is fair and reasonable and carried out good faith in consideration all of the relevant facts and circumstances. In order for a suspension or termination procedure to be fair and reasonable, the following minimum protocols shall be followed: a) not less than fifteen (15) days prior written notice of the suspension or termination and the reasons for the suspension or termination be provided to the applicable member and b) an opportunity be provided for the member to be heard by the Governing Board, orally or in writing, not less than five (5) days before the effective date of the suspension or termination.

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

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

H. Membership Meeting. The Corporation shall at least one (1) Member meeting each calendar year, which shall be designated as the Annual Meeting and held in conjunction with the national convention, as set forth in Article VIII of these Bylaws.
Article IV–Officers and Governing Bodies of NWCOA

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

B. Officers

1. President shall be the chief executive officer of NWCOA; shall provide general direction for the administration of the corporation, subject to the authority and direction of the Governing Board; shall preside at all meetings of NWCOA; shall be a member ex officio of all committees; and shall perform such duties as herein provided or as are assigned by the Governing Board. The President shall have one (1) vote.

2. Vice President shall assume the duties of the President, during the President's absence or inability to serve. In the event of the President's death, resignation, or removal from office, the Vice-President shall immediately assume the office of President for the remainder of his/her term of office. The Vice President shall perform such other duties as may be assigned by the President or the Governing Board. The Vice President shall have one (1) vote.

3. Secretary shall keep accurate written records of the proceedings of all meetings of NWCOA’s Governing Board; shall give proper notice for all meetings for which provision is made herein; shall record Governing Board members attendance at meetings; shall manage, oversee, and execute elections; shall update bylaws after proposed amendments are adopted; shall maintain minutes of meetings including all motions and actions taken by the Governing Board and Executive Council; and shall be the custodian of the seal of NWCOA. Secretary shall maintain the Policy Recordings of NWCOA as described herein and in Article VI. The Secretary, at the direction of the Governing Board, shall be responsible for all communication methods for members, Governing Board, and the general public. The Secretary shall have one (1) vote.

4. Treasurer shall be responsible, through methods of internal control, for the recording and deposit of all receipts of NWCOA, for the proper disbursement of its cash, and for control over all property of NWCOA, whether real or personal of NWCOA. The Treasurer shall present a complete and detailed financial statement of all transactions, including a statement of assets, liabilities, and funds of NWCOA for the prior calendar year to the Governing Board at the Annual Meeting, this statement having first been duly audited by auditors approved by the Governing Board. All funds shall be deposited in such depositories as shall be approved by Governing Board. Treasurer shall have one (1) vote. In addition the Treasurer shall:

   a) maintain the accounting records and budget revenue;
   b) develop tax records, prepare, and submit revenue and other reports to appropriate state and federal agencies;
   c) report monthly to the President on the budget status;
   d) provide a financial report to the membership for the previous calendar year at the Annual Meeting. Submit an annual budget for the upcoming year by March 1st of the calendar year for Governing Board approval. Transfer of the Treasurer position to a new person will require: i. an external audit by a
Certified Public Accountant not normally employed or contracted by the Corporation and ii. completion of official release, transfer of authorizations, and changing of names on accounts prior to the new Treasurer assuming the office; and

e) receive all membership applications, issue membership certificates to all members, and maintain an accurate roll of all members of the Corporation showing the current mailing address and the expiration date of each.

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

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

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

8. **State Representative** shall represent NWCOA members at the state level; shall provide and disseminate information to the members on workings of NWCOA. State Representatives are advisory positions and shall not vote as Governing Board Officers. State Representatives shall maintain current files of regulations within their state and provide copies of this information to their Regional Director and the Secretary. Each state shall
have one (1) State Representative appointed by the Governing Board. The Regional Director shall submit a list of State Representatives of the states within his/her region for Governing Board approval. In states with an active NWCOA Affiliate, the elected affiliate president shall be appointed to serve as the official NWCOA State Representative. In states without an active NWCOA State Affiliate, the Governing Board shall appoint a member within the state to serve as State Representative.

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

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

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

**Article V–Elections of Officers and Governing Board Members**

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

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

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

D. **Candidate Eligibility.** Only voting members of NWCOA in good standing, including not delinquent in payment of dues or otherwise subject to suspension or termination, are eligible for nomination and election to the Governing Board and may hold office after election. Governing
Board positions have no residency requirements, except for the office of Regional Director. All candidates for Regional Director must maintain permanent residency within the region they will serve. Write-In candidates shall not be accepted. Incumbent Officers having served two (2) consecutive terms shall not be eligible unless running unopposed for office. All candidates must have been a member in good standing for the previous two (2) years to be eligible to hold offices of President, Vice President, Secretary, Treasurer, General Organizer and the previous one year for all Director positions.

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

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

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

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

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

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

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

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

B. **Governing Board Meetings.**

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

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

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

C. **Quorums.** Two-thirds (⅔) of the voting members of the Governing Board must be present, in person to establish a quorum. A quorum must be achieved in order to accept a vote on any matter. Majority vote shall rule on all matters except for matters identified in the Bylaws that require a two-thirds (⅔), three-fourths (¾), or unanimous vote.

D. **Attendance.** Governing Board members are expected to attend all meetings of the Governing Board. Any NWCOA Member in good standing may attend a Governing Board meeting in person but shall not have the floor unless recognized by the presiding Officer. However, the presiding Officer must recognize any Member in good standing who brings forth a motion for consideration during the scheduled time. Upon receiving a second, the matter shall be voted on
by the Governing Board. Members may attend electronic meetings, if technology is available and can be coordinated by the Secretary.

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

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

1. Absentee Ballots. Absentee ballots refer to voting on matters outside the formal meeting of the voting body. All matters that can be decided in a formal meeting may be decided by absentee ballots. Voting may be conducted by mail, fax, e-mail, or other electronic means.

2. Matters to be voted on in absentia must be presented to voting members at least thirty (30) days in advance of vote. All votes must be received within the time frame established by the written notice and must be signed and dated by the voting Board member to verify the integrity of the ballot. The Secretary shall receive all absentee votes; count, record, and cast the votes on behalf of the absent Board member. Quorum will be established by return of ballots. A quorum is achieved upon the return of a two-thirds (2/3) vote of the voting Board members’ ballots. Board members do not need to cast a vote up or down on the matter and may abstain; however, they need to return the ballot to be counted to establish the quorum.

3. Proxy Voting. All voting members of the Governing Board of NWCOA are expected to execute and conduct their voting duties with the greatest sense of responsibility, considering the members they represent while exercising their voting power and authority. Voting Board members are expected to be present at all duly conducted meetings and have a fiduciary responsibility to represent the membership in person. As such, proxy voting is not allowed for Governing Board members.

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

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

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

1. Calling of Roll
2. Secretary’s proof of Notice
3. Recognition of Visitors
4. Reading, correction, and acceptance of minutes from previous meeting, if applicable.
5. Reports of Officers
6. Committee Reports
7. Unfinished business and General Orders
8. New Business
9. Adjournment

J. Robert’s Rules of Order. Robert’s Rules of Order, Newly Revised will be utilized to conduct official meetings of NWCOA to the extent that said rules do not conflict with the Articles of Incorporation, the Bylaws of NWCOA, or the Indiana State Code Act.

K. Recordings of NWCOA. All decisions of the Governing Board shall be recorded by the Secretary in the form of meeting minutes and shall be entered into the minutes of the next Governing Board meeting for adoption and then stored for reference or future use. Recordings of NWCOA shall include minutes of all Governing Board meetings and the Annual Meeting. Any position statements or other written statements or formal decisions of the Governing Board shall be recorded by the Secretary and all policies and position statements should be maintained with the Constitution and the Bylaws but they are not part of the Constitution or Bylaws. Bylaws shall be a living document and shall be dated, and adopted to supersede all previous versions when changes are approved by a two-thirds (2/3) vote of the Governing Board. This document shall serve as an ongoing historical document recording the actions of this organization. The Secretary shall maintain it.

Article VII–Committees

A. The President with advice of the General Board shall prepare a list of committees along with their respective Chairmen (chairmen shall be understood as gender neutral) for the approval of the Governing Board. The Governing Board may establish standing and/or ad hoc committees as needed or desired to accomplish the mission of the organization. Every two (2) years following the elections of the Governing Board, the Governing Board shall review and reestablish the committees and shall appoint the chairman to each of the standing committees. Committee chairmen must be NWCOA members, but are permitted to be Members from any of the membership classes.

B. Committees shall abide the guidelines listed below.

1. All Committees shall be advisory to Governing Board and have no independent role, except where specific authorities are delegated to them by the Governing Board.
2. The Governing Board reserves the right to overrule and rescind decisions of any established committee.

3. Committee Chairmen serve at the pleasure of the Governing Board and may be removed for any reason.

4. Committee chairmen may appoint individuals to their respective committees after consulting and receiving consent from the Governing Board.

5. Non-chair members of committees may be obtained from any class of NWCOA membership. Non-NWCOA members may be appointed to committees provided they agree and sign the NWCOA Code of Ethics.

6. Chairmen may remove a committee member with consent of the Governing Board.

7. The quorum for each Committee shall be a majority of the members (one half (½) of members, plus one (1)) except for sub-committees where a quorum shall be one-third (1/3) of the members or one (1) member whichever is greater.

8. Committees may establish sub-committees as deemed necessary and serve at the pleasure of the Committee chairman.

9. Committee members shall only discuss sensitive committee matters within their respective committee, with members of the Governing Board, and/or the parties involved.

10. Committees must consider whether other NWCOA committees should take up proposals BEFORE submitting them for consideration to the Governing Board for a decision.

11. Chairman of each committee shall present an annual accountability report to the Governing Board at the Annual Meeting, unless the circumstances or Governing Board require more frequent reports.

12. The Chairman of each committee is responsible for establishing procedures for his respective committee. The procedures should ensure fairness, respect, consistency, and accountability.

13. Any committee wishing to address a policy or bylaw change with respect to their scope shall send all draft items to the Bylaws and Policy committee for review prior and not submit any drafts, proposals, or changes directly to the Governing Board for consideration.

C. The Governing Board may establish additional committee guidelines, policies, and procedures as deemed necessary by consent of the Governing Board.
Article VIII–Annual Meeting

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

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

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

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

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

Article IX–Business and Financial

A. Reimbursement of Expenses for NWCOA Related Activities.

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

2. Governing Values. When incurring business expenses, NWCOA expects those travelling on its behalf to: exercise discretion and good business judgment with respect to those expenses; be cost conscious and spend NWCOA’s money as carefully and judiciously as the individual would spend his or her own funds. Expenses shall be supported by receipts and completed expense form. All claims must be approved by the Treasurer prior to
3. **Expense Report.** All requests for reimbursement shall be made using the standard NWCOA expense report. The Report may be downloaded from the NWCOA Board Site. The Expense Report shall be submitted to the Treasurer within sixty (60) days of the expense and/or travel (if travel reimbursement is requested) and must include:

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

B. **Reimbursable Expenses include:**

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

   a) all Governing Board meetings and related conferences with required attendance.

   b) Committee Meetings, with required attendance.

   c) State Affiliate and other State Association Meetings, Legislative and Regulatory Meetings if representing NWCOA at the direction of the NWCOA President.

   d) All other travel undertaken at the request of the NWCOA President on behalf of NWCOA. Officers and Directors traveling on behalf of NWCOA may incorporate personal travel or business with their NWCOA-related trips; however, individuals shall not arrange NWCOA travel at a time that is less advantageous to NWCOA or involving greater expense to NWCOA in order to accommodate personal travel plans. Any additional expenses incurred as a result of personal travel, including but not limited to extra hotel nights, additional stopovers, meals or transportation, are the sole responsibility of the individual and will not be reimbursed by NWCOA.

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

   a) **Airfare.** The lowest available coach fare should be booked (e.g. twenty-one (21) day advance purchase, special discounts). Governing Board meeting dates are published well in advance allowing for timely reservations. For events not associated with an approved conference or board meeting (e.g. chapter visits or other NWCOA conferences), advance approval of the NWCOA President is required and a determination as to whether air or
an alternative mode of travel will be made. Costs related to upgrades utilizing frequent flyer miles are not reimbursable. Delays (weather, mechanical) in travel beyond the control of the individual will generally be considered reimbursable; however a full justification/explanation and appropriate documentation must accompany the expense report.

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

c) **Transportation:**

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

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

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

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

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

- a) expenditures deemed as lavish or excessive will not be reimbursed, as such expenses are inappropriate for reimbursement by a non-profit organization, such as personal alcohol,
- b) fees for upgrades of air, hotel and auto costs,
- c) airline club membership fees, dues, upgrades, lost luggage, in-flight movies,
- d) phone usage on airline unless for a NWCOA related emergency,
- e) flight or rental car insurance,
- f) car washes,
- g) excessive tips, (i.e., in excess of 20% of cost of meal or services, excluding tax),
- h) entertainment not preapproved by the NWCOA President,
- i) personal travel during an NWCOA trip,
- j) spousal expenses,
- k) limousine travel,
- l) conferences which are not pre-approved by the NWCOA President,
- m) laundry service – (Laundry (except when overnight travel is required for seven (7) or more consecutive nights),
- n) traffic and/or parking citations,
- o) auto repairs,
- p) in-room high speed internet access in hotels for personal use,
- q) in-room movies, video games and/or mini bar items, costs for use of hotel gym, massage or sauna,
- r) valet parking, unless there is no “self-park” option or self-parking is an unsafe option,
- s) magazines & newspapers,
- t) barber/hair stylist/beautician expenses,
- u) clothing, personal care, and toiletries,
- v) flowers, cards and gifts,
- w) tobacco products,

y) medical supplies, and

z) any other expense that is determined to be or deemed by the Governing Board to be inappropriate for compensation as a non-profit corporation.

C. Employees and Contractors. The Governing Board may appoint or hire such other officers, agents, and employees as it may deem advisable to facilitate operation of the Corporation. Appointees or employees shall exercise such powers and perform such duties as shall be granted and determined by the Governing Board. No employee or paid contractor shall be hired without two-thirds (2/3) approval of the Governing Board, except that the Governing Board may choose a Governing Board Member to act on its behalf.

D. Solicitation of Bids and Contracting of Services. Whenever it is deemed appropriate or otherwise required by the Governing Board, services should be contracted and a bid process is desired, the following procedure will be followed:

1. bid specifications will be developed by the Governing Board,

2. Notice of solicitation of goods or service may be posted in a media suitable to encourage a competitive bid. The Notice shall first solicit perspective bidders and give information on how a prospective bidder can receive a copy of the bid specification,

3. the Notice shall include general description of goods and services being sought,

4. the Notice shall clearly state all bid specifications and how to request information,

5. beginning and ending dates for accepting of bids,

6. bid specification must include details of the project, product or service and variations to specifications that might be considered,

7. considerations that will be determined in awarding the project, product or service to the successful bidder,

8. best price or best value determinations may be used and must be stated in the bid specification as to which method will be used to determine the winning bid, and

9. bids may be accepted no earlier than fifteen (15) days from the date of notice and shall be accepted for no less than forty-five (45) days from date of notice.

E. Ethics Clause. No officer or member of the Governing Board may serve on any hiring committee or bid acceptance committee if they are deemed to have a conflict of interest as described in Article XII. The Budget and Business Planning Committee shall open and evaluate all bids and make recommendations to the Governing Board for approval.

F. Advertising on NWCOA Owned Media. Anyone who solicits or offers for sale any product, service, or training on http://www.nwcoa.info or any NWCOA owned media is required to be a Vendor Member or pay a fee comparable to Vendor Member dues for advertising space as
determined by the Governing Board. The following solicitations/offers shall be exempted from this section:

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

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

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

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

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

Article X–Affiliate Program

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

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

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

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

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

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

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

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

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

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

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

3. **Strong and Enduring Partnerships.**

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

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

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

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

   a) NWCOA and the affiliate actively collaborate with local, state and national entities to significantly influence priority resource issues through direct and grassroots lobbying.
b) NWCOA and the affiliate disseminate information on national and state wildlife damage management issues to an active and current online network of activists through action alert systems that inform, listen to and engage supporters, affiliated groups and other partners.

c) NWCOA and the affiliate prioritize issues and mobilize lobbying efforts, including direct lobbying of agencies and legislators, activist training and organizing, communicating with members and the media, and cooperating with other organizations, to achieve shared objectives.

d) NWCOA and the affiliate engage with the media to get positions and concerns before the public to further our shared objectives.

e) NWCOA and the affiliate's positions, programs and activities ensure that they are effective and credible with their supporters, resource agencies, the press, legislators, other organizations and the public at large.

5. Quality Leadership and Organization.

a) The affiliate will have appropriate articles of incorporation that meet expectations of their respective nation or state.

b) The affiliate will provide written policies and procedures to all staff, officers, and board members concerning their duties and responsibilities; reimbursement policies; standard of care; fiduciary responsibility; liability; and a conflict of interest policy that discloses any ethical and/or any financial conflicts.

c) The affiliate boards will establish written standards, attendance guidelines, lengths and limits of terms and provisions for removal of board leadership for non-performance of duties.

d) The affiliate will have active, functioning board committees, such as finance, fund raising, audit, and executive committee, with clear charters that report to its board.

e) The affiliate will have active, responsible boards that have duly constituted board meetings at least four (4) times per year.

f) All annual and board meetings are open to members, except that the board may conduct executive sessions for the purposes of personnel matters and to handle privileged attorney/client communications.

6. Membership and Revenue.

a) The affiliate must communicates regularly with supporters and partners informing them of activities that advance the cause of professional wildlife damage management articulated in the strategic plans.
b) NWCOA and the affiliate provide opportunities for supporters to actively participate in advocacy, leadership and setting policy related to professional wildlife damage management.

c) The affiliate has current and accurate records that ensure timely service for supporters, are protected against misuse, and have systems and plans to protect records from disaster.

d) The affiliate shall furnish to NWCOA in December, an Annual Application for Affiliation containing the most current information regarding membership, finances, leadership, priorities and other information establishing compliance with the Standards for Affiliation.

e) The affiliate may make recommendations concerning the distribution of funds NWCOA collects that relates to the geographical area the affiliate resides.  
f) The affiliate may make recommendations concerning use of monies from the NWCOA legal defense fund.

7. Sound Business Management.

a) The affiliate shall maintain compliance with Internal Revenue Code, as well as state tax, non-profit corporation, charitable solicitation, environmental laws, State and Federal employment laws, Postal Regulations, and other applicable laws.

b) The affiliate’s financial reports will provide: full disclosures of outstanding commitments and liabilities; disclosure of significant actual or anticipated variances to budget plan; and sets aside revenue for the purpose of servicing outstanding membership obligations.

c) The affiliate will have adequate and appropriate financial and accounting practices that are in full compliance with all state and federal laws, and that they conduct at least bi-annually, an independent external audit or financial review that is disclosed publicly.

d) The affiliate’s boards will approve an annual budget based on complete and realistic projections of revenues and expenses.

e) The affiliate will provides their respective boards timely financial reports to evaluate the actual performance against approved budget, adjusting the budget as necessary.


a) The affiliate (if they have staff) will have written personnel manuals, job descriptions and minimum skill requirements which are updated on a regular basis, to guide its employees in matters of policy and practice.
b) The affiliate have and abide by non-discriminatory policies related to race, color, religion, sex, sexual preference, age, national origin, disability, or any other characteristic protected by law.

c) The affiliate Chief Executive Officers (CEOs) and Executive Directors collaborate with their boards to establish annual performance objectives and reviews that serve as the basis for compensation adjustments.


a) Each affiliate will select one (1) delegate to attend the National Convention and submit the name to NWCOA. The selection of the Affiliate Delegate is the function of each affiliate organization because each is an independent organization. However, selected delegates must be acceptable to NWCOA. The following recommendations are made with the intention of assuring each affiliate that the stature and function of the Affiliate Delegate position is to understand the vital role Delegates have in the Affiliate program.

b) The Affiliate Delegate should be a member of the affiliate's Executive Committee. This helps to ensure the information flow between the affiliate and NWCOA and that the Affiliate Delegate participates in the leadership of the affiliate and has authority within the organization. (This may require changes in some affiliate bylaws, but Executive Committee representation reflects the proper stature of the relationship between the state and national organizations.)

c) Because of the voluntary nature of NWCOA governance, it is highly recommended that the Affiliate Delegate be a volunteer from the affiliate and not affiliate staff. If an affiliate selects staff to serve, it is recommended that this be limited to the Alternate Delegate position.

d) The Affiliate Delegate should function on a year-round basis. The Delegate fulfills an important function as the voting delegate at the NWCOA Annual Meeting, but may play an important year-round role. Affiliates are encouraged to view this position as an important way to develop and enhance leadership within their organization. It can be used to tap the talents of existing volunteer leadership and to develop new leadership and should be used with leadership in mind.

e) Affiliates are encouraged to select individuals for the Affiliate Delegate position who have the potential for becoming more involved in the NWCOA volunteer leadership structure. Election of good affiliate delegates strengthens NWCOA and reflects well on the affiliate.

f) The Affiliate Delegate, in conjunction with the NWCOA Regional Representative, should see that an annual review of the affiliate’s compliance with the Standards of Affiliation is conducted with the affiliate Board or Executive Committee. By asking the Affiliate Delegate to assume this responsibility, it becomes a joint affiliate/NWCOA effort, and enlists the Affiliate Delegate as a player in helping to meet the Standards.
g) As the official connection between NWCOA and the grassroots, it is recommended that the Affiliate Delegate be actively involved in at least one (1) national issue. This can be demonstrated by participating in a conference call on a regular basis, attending a lobby week, or spearheading an initiative on the local level. An affiliate could make national affairs the focal point of the Affiliate Delegate’s responsibility on the state level, asking that person to coordinate the affiliate’s involvement on national issues, recruit attendees for lobby weeks, engage other affiliate leaders in campaigns and assure participation on conference calls.

h) The Affiliate Delegate has a duty to guide the affiliate throughout the year in the development of resolutions to be submitted for consideration at the national level. The Delegate is in a position to understand what resolutions are appropriate for national consideration and to encourage her/his group to participate in the process. She/he can ascertain that the proposed resolution is not a duplication of those already in place, see that it meets the NWCOA criteria and that it is submitted at the appropriate time. In order to do this, the Affiliate Delegate should be familiar with past NWCOA resolutions and the criteria for resolutions. The Regional Representative and the Affiliate Delegate should coordinate on this item.

i) In preparation for and in conjunction with the NWCOA Annual Meeting, the Affiliate Delegate is responsible for:

   i. familiarizing her/himself with all proposed NWCOA resolutions regardless of what committee she/he is serving on,

   ii. seeing that all NWCOA resolutions are reviewed, as appropriate, within the affiliate if only to determine that there are no suggested changes,

   iii. coordinating contact, in advance of the Annual Meeting, with the responsible NWCOA staff person and committee chair if there are concerns or extensive revisions to suggest, and

   iv. preparing any extensive revisions, also in advance of the meeting, with sufficient copies for the committee to consider.

j) NWCOA has responsibilities which will make the system work better and enhance the relationship between the Affiliate Delegate and NWCOA. The Regional Representative is key in this process. She/he can:

   i. meet with the Affiliate Delegate when first elected to let him/her know about the responsibilities of the job during the course of the year,

   ii. advise the Affiliate Delegate about the duties of a delegate at the NWCOA Annual Meeting, including educating the delegate about past resolutions and NWCOA’s governance,
iii. make sure the affiliate understands the importance of the Affiliate Delegate position in terms of its leadership capabilities on the national level and the affiliate’s ability to maximize the relationship with NWCOA,

iv. counsel the affiliate leadership if their NWCOA Representative is not performing well in carrying out this leadership position and does not relate to the general guidelines outlined. The General Organizer will communicate with affiliate leaders so that they can consider a change, and

v. communicate with NWCOA staff or persons contacting the affiliate on NWCOA’s behalf about the person/organization being called.

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**Article XI–Code of Ethics**

A. All Members, regardless of class, must ascribe to the following Code of Ethics.

1. I will strive to follow all laws and regulations pertaining to wildlife damage management.
2. I ascribe to a professional code of conduct that embodies the traits of honesty, sincerity and dedication.
3. I will show exceptionally high levels of concern and respect for people, property and wildlife.
4. I will promote the understanding and appreciation of the many values of wildlife and scientific wildlife management, as well as an appreciation for the economic and health concerns of people adversely affected by wildlife.
5. I acknowledge that NWCOA supports sound, scientific wildlife management principles including, but not limited to: hunting, trapping, and any other lethal population control measures in accordance with Federal, State, and local regulations.
6. I will be sensitive to the various viewpoints of wildlife damage management.
7. I will provide expertise on managing wildlife damage to my clientele upon request, within the limits of my experience, ability and legal authority.
8. I will promote competence and present an image worthy of the profession by supporting high standards of education, employment and performance.
9. I will strive to broaden my knowledge, skills and abilities to advance the practice of commercial wildlife damage management.
10. I will, in good faith, select new or time proven methods for resolving wildlife damage conflicts and give due consideration to humaneness, selectivity, effectiveness and practicality.
11. I will treat my competition and clientele in a courteous manner and in accordance with honorable business practices.
12. I will encourage, through word and through deed, all Commercial Wildlife Control Operators to adhere to this code and to participate in state associations of Commercial Wildlife Control Operators.
A. **Purpose.** The purpose of the conflict of interest policy is to protect the Corporation’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the Corporation or might result in a possible Excess Benefit Transaction (as that term is defined below). This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest applicable to non-profit and charitable organizations.

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

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

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

3. “Financial Interest” shall mean any person who has, directly or indirectly, through business, investment, or family relationship, any of the following:
   a) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
   b) a Compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
   c) a potential ownership or investment interest in, or Compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

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

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

C. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence and nature of his or her Financial Interest to the directors and members of committees with powers delegated from the Governing Board considering the proposed transaction or arrangement.
D. **Determining Whether a Conflict of Interest Exists.** After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, the Interested Person shall leave the Governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Governing Board or committee members shall decide if a conflict of interest exists.

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

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

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

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

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

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

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

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

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

1. the names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the
Financial Interest, any action taken to determine whether a conflict of interest was present, and the Board of Director’s or committee’s decision as to whether a conflict of interest in fact existed, and

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

H. **Compensation.**

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

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

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

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

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

2. has read and understands the policy,

3. has agreed to comply with the policy, and

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

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

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

2. whether partnerships, joint ventures, and arrangements with management organizations conform to written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further the Corporation’s charitable
purposes and do not result in inurement, impermissible private benefit or in an Excess Benefit Transaction.

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

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**Article XIII–Amendments**

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

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

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

B. **Indemnification.**

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

   a) “Liabilities” and “Expenses” shall mean monetary obligations incurred by or on behalf of a Director or Officer in connection with the investigation, defense or appeal of a Proceeding or in satisfying a claim thereunder and shall include, but shall not be limited to, attorneys’ fees, paralegal fees, court costs, filing fees, fees and costs incurred in arbitration, mediation or other forms of alternative dispute resolution, costs of investigations, experts (including, without limitation, accounting, criminal and forensic experts) and disbursements, amounts of judgments, fines or penalties, excise taxes assessed with respect to an employee benefit plan, and amounts paid in settlement by or on behalf of a director or officer.
b) “Other Enterprise” shall mean any corporation, partnership, limited liability company, limited liability partnership, joint venture, trust, employee benefit plan or other enterprises, whether for profit or not, for which a Director or Officer is or was serving, at the request of the Corporation, as a Director, Officer, member, manager, partner, trustee, employee or agent. The phrase “at the request of the Corporation” shall include a request made by the Governing Board or by action of any corporate Officer to any Director or other Officer of the Corporation.

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

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

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

a) If a Director or Officer has been wholly successful on the merits or otherwise with respect to any such Proceeding, he or she shall be entitled to indemnification for Liabilities and Expenses as a matter of right. If a Proceeding is terminated against the Director or Officer by consent decree or upon a plea of nolo contendere, or its equivalent, the Director or Officer shall not be deemed to have been “wholly successful” with respect to such Proceeding; or
b) In all other situations, a Director or Officer shall be entitled to indemnification for Liabilities and Expenses as a matter of right unless

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

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

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

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

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

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

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

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

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

iv. by a committee consisting of three (3) or more disinterested persons selected by a majority vote of the full Governing Board (in which selection, Directors who are parties to such Proceeding may participate).
Any determination made in accordance with the above procedures shall be binding on the Corporation and the Director or Officer.

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

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

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

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

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

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

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

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

b) except as otherwise provided below, to the extent that it may so desire, the Corporation, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel reasonably satisfactory to the Director or Officer. After notice from the Corporation to the Director or Officer of its election to assume the defense of the Director or Office in the Proceeding, the Corporation will not be liable to the Director or Officer under this Article for any
legal or other Expenses subsequently incurred by the Director or Officer in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. The Director or Officer shall have the right to employ counsel in such Proceeding, but the Expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Director or Officer unless:

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

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

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

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

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

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

7. **Other Rights and Remedies.** The rights of indemnification provided under this Article are not exhaustive and shall be in addition to any rights to which a Director or Officer may otherwise be entitled by contract or as a matter of law. Irrespective of the provisions of this Article, the Corporation may, at any time and from time to time, indemnify Directors, Officers, employees
and other persons to the full extent permitted by the provisions of the Act, or any successor law, as then in effect, whether with regard to past or future matters.

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

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

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

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

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**Article XV–Dissolution**

Upon the dissolution of the Corporation and after payment, or provision is made for the payment, of all liabilities and debts of the Corporation, the assets of the Corporation shall be distributed to such organization or organizations that are organized and operated exclusively for purposes similar to the Corporation that qualifies such organization or organizations for exemption from Federal income tax.
under the provisions of Sections 501(c)(3) or 501(c)(6) of the Code, as the Governing Board shall determine. Any such assets not so disposed of by the Governing Board shall be disposed of by the Judge of the Circuit Court of Marion County, Indiana, exclusively for such purposes which are substantially similar to the Corporation’s mission and purposes, and to an organization or organizations which are, at the time of such distribution, organized and operated exclusively for purposes qualifying such organization or organizations for exemption from Federal income tax under the provisions of Sections 501(c)(3) or 501(c)(6) of the Code. No Director or Officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the assets of the Corporation upon the dissolution or complete liquidation of the Corporation.

Article XVI–Certification of the Bylaws

"These bylaws were approved at a duly held meeting of the Governing Board by a two-thirds (2/3) majority vote on February 12, 2012, Omni Hotel, Atlanta, GA.

_________________________ --Signature Line (Secretary of NWCOA)