

WELLSPRING COMMUNITY NETWORK
A NONPROFIT CORPORATION

Article I Name and boundaries

1. The corporation shall be known as the WellSpring Community Network.
2. The boundaries of the Network are the communities of Naselle, Chinook, and the Long Beach Peninsula of Pacific County, Washington.

Article II. Mission

The mission of WellSpring Community Network is to support community wellness in South Pacific County through active collaborations.

Article III. Purpose

WellSpring's work is centered on supporting programs, partnerships, and coordination of services by leveraging resources available in the community.

Article IV. Membership

1. Membership in WellSpring is open to any person who is committed to the mission and purpose of the Network.
2. Members of the Network shall sign a Memorandum of Understanding confirming their responsibilities as Network members.
3. Removal from WellSpring Community Network
 1. Any member may be removed by simple majority vote of the members present at a WellSpring Community Network meeting, if those present constitute a quorum.
 2. The removal may be for failure of the member to attend one general or committee meeting per quarter within any twelve month period from the date the member signed an MOU. Removal may also be for non-compliance with membership requirements within the bylaws.
 3. Such removal shall be voted on at a regular or special meeting of the members.

4. Any member can choose to terminate his/her membership at any time.

Article V. Meetings

1. WellSpring Community Network shall meet monthly at a time and place to be designated by the Chair.
2. Monthly meetings shall be open to the public.
3. Special meetings may be called by the Chair, by a majority of the Executive Board, or requested by four or more members of the Network.
4. A quorum must be present at any meeting at which financial or other business is conducted or contracts approved. Eleven members shall constitute a quorum at any meeting. In the absence of a quorum, the Executive Board by simple majority vote may approve expenditures previously approved by the membership.
5. Agenda items must be submitted to the Secretary and/or designee at least seven (7) days prior to all scheduled meetings. Agendas shall be distributed to members at least five (5) days prior to the next scheduled meeting.
6. A simple majority shall be that which receives the most votes. Decisions shall be made by simple majority except as required for a change in the bylaws.
7. All meeting minutes will be recorded by the Secretary and distributed to Network members and any other person who requests a copy.

Article VI. Executive Board

1. WellSpring Community Network shall include the Chair, Chair-Elect, Secretary, Treasurer, Immediate Past Chair, Historian, and from one to three at-large members.
2. The Executive Board is elected by a majority vote of the members present at a regular meeting.
3. Terms of Executive Board members are for one year.
4. The Executive Board meets monthly, or as decided by the majority of the Executive Board members. Executive Board meetings are open to the public.
5. Duties
 - A. The Executive Board shall have the power and authority to provide general guidance to the Network, administrative review, oversight, and recommendations regarding contract language.

- B. The Executive Board collectively is responsible for the hiring, assessment, development and discharge of Network staff, including an executive director where feasible and appropriate.
 - C. All members of the Executive Board have one vote.
6. Vacancies
- A. In the event of a vacancy the chair will appoint a voting member of the Network to fill the vacancy until the next regularly scheduled meeting, at which time the Network must either confirm the appointment or elect another member to the vacancy.
 - B. In the event that Chair position becomes vacant the Chair-Elect shall appoint a member to be chair or assume the Chair position and appoint a Chair-Elect.

Article VII. Officers

1. The Chair presides at all Network meetings. He/she is an ex-officio member of all standing committees, represents WellSpring to the community, and performs other duties as requested by the Executive Board and the membership. He/she shall have signing authority for all contracts or legal documents pertaining to the Network.
2. The Chair-Elect shall automatically accede to the office of Chair at the regular meeting in which the executive board members are elected. He/she shall preside at meetings in the absence of the chair and has signing authority for all contracts or legal documents pertaining to the Network in the absence of the Chair.
3. The Secretary is responsible for minutes of Network meetings, recording attendance, and routine Network correspondence, in cooperation with designated staff.
4. The Treasurer is responsible for the tracking of the Network's finances in cooperation with designated staff. He/she tracks revenues including grants and donations, reports quarterly to the membership on the Network's current financial status, chairs the Finance Committee, and arranges for required internal or external audits.
5. The Immediate Past Chair attends executive board meetings and consults with the officers as requested.
6. The Historian maintains the records of the Network's founding and its development from its first years up to the present, including press releases, projects funded, events sponsored, and other documents of interest and importance to the Network.

Article VIII. Committees

1. WellSpring Community Network operates through both standing and ad hoc committees.
2. Standing committees are Finance and Sustainability.
3. Committee members shall be approved by the Executive Board.

4. Finance Committee:

- a. The Chair will be the Treasurer.
- b. Committee membership shall include a minimum of (3) and a maximum of (7) WellSpring members.

Committee duties shall include, but are not limited to:

- i. Monitoring and reporting on budgets.
- ii. Exploring and recommending fundraising sources to the Executive Board.
- iii. Assisting and obtaining fundraising sources.

5. Sustainability Committee:

- a. The Chair will be appointed by the Executive Board Chair.
- b. The Chair elect will be a member.
- c. Committee membership will include a minimum of (3) WellSpring members and maximum of (11) WellSpring members.

Committee duties shall include but are not limited to:

- i. Community outreach and recognition
- ii. Membership recruitment
- iii. Membership orientation and mentoring
- iv. Membership recognition

6. Ad Hoc Committees:

The Executive Board may create and discontinue ad hoc committees by a simple majority vote. Chairs of committees shall be appointed by the Executive Board Chair.

7. Chairs of committees must be members of WellSpring. They attend Executive Board and regular Network meetings as requested.
8. Each committee reports to the Network at least once per year and submits a written report of its activities once a year or as needed.

Article IX. Authorization to Spend Funds

1. The Treasurer is authorized to pay any valid expenses up to a maximum of \$500.00. All other disbursements are to be approved in advanced by the Executive Board.
2. In the absence of the Treasurer the Chair or Chair Elect is authorized to pay any valid expense as set forth in item 1 above.
3. Network funding that is administered by a separate Fiscal Agent shall be governed by a signed MOU between the Fiscal Agent and WellSpring.
4. A signed MOU between any outside Fiscal Agent and WellSpring will govern any funds administered by the Fiscal Agent.

Article X. Voting

1. Each member in good standing who has a signed MOU (memorandum of understanding) concerning responsibilities of membership is eligible to vote. Members may vote by proxy on a given issue if a written proxy is delivered to the Secretary and recorded in the meeting minutes.
2. Members will abstain from voting on any issue that would cause a conflict of interest.
3. Meetings shall be governed by parliamentary procedures and Roberts Rules of Order (Revised).

Article XI. Indemnification

Every member of the Executive Board, every Officer, or delegated agent of WellSpring Community Network and her or his estate, and who by virtue of her or his relationship to WellSpring Community Network, is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, procedure, or claim, whether civil, criminal, or administrative, shall be indemnified by WellSpring Community Network, against all such claims, including counsel fees, if she or he acted, or failed to act, in good faith and in the best interest of WellSpring Community Network, and had no criminal knowledge or intent. However, no right of indemnification exists where the person's misconduct or omission makes her or him liable to WellSpring Community Network, or where such action was outside the scope of authority granted by WellSpring Community Network

Article XII. Conflicts of Interest

Members shall abstain from voting on any issue that would cause a conflict of interest. Names of members abstaining from a vote and the reason for the abstention shall be recorded in the minutes of the meeting.

Article XIII. Dissolution

Upon dissolution of WellSpring Community Network, distribution of assets shall be disbursed to one or more nonprofits in Pacific County, after agreement by 2/3 of the members of the Network Executive Board and 2/3 of the members present at a regular or special meeting of WellSpring Community Network.

Article XIV. Amendments

These bylaws may be amended by the approval of a two-thirds 2/3 vote by the membership, provided that a quorum is present and that members receive written notice of intent to amend, including the amendment(s), at least 30 days prior to the meeting at which WellSpring Community Network will act upon the proposed amendment(s).

Approved by WellSpring Community Network:

Signature:

Date:
