



Governance Creation and Cluster Buildout Report

Inland Northwest Energy Innovation Cluster (Urbanova – Contract 25-78250-008)

Contractor: Urbanova

Grantor: Washington State Department of Commerce Contract Period: Upon Execution – June 30, 2025

Report Due: June 15, 2025

Overview and Objectives

This report outlines the execution of Contract 25-78250-008, awarded under the Innovation Cluster Accelerator Program (ICAP 3) to Urbanova for the purpose of convening and managing an industry-led cluster focused on grid modernization. The key objectives were to enhance an innovation cluster focused on a resilient and equitable clean energy ecosystem through strategic governance, stakeholder engagement, and collaborative planning.

The initial key feature of this effort is the merger of Urbanova, a 503.C non-profit with the Inland Northwest Center for Energy and Decarbonization LLC (INTENT), a Delaware for-profit "public benefit corporation", forming the Inland Northwest Energy Innovation Cluster. This merged entity integrates Urbanova's nonprofit structure and INTENT's assets and strategic programs to accelerate sustainable, community-driven innovation throughout the Inland Northwest region.

Objectives Met and Activities Completed

1. Cluster Governance and Organizational Transition

- A joint workgroup (Urbanova and INTENT board members) met to articulate shared goals and draft a vision statement that guided MOU language. This workgroup reviewed existing tax-exempt purpose of the organization and decided to retain Urbanova's 501(c)(3) nonprofit structure and maintain Urbanova's IRS status for ongoing governance of the cluster organization.
- Urbanova formally initiated the merger with INTENT under a signed Memorandum of Understanding executed June 9, 2025. (Appendix 1)
- During this interim period, the combined organizations will operate under the name *Inland Northwest Energy Innovation Cluster*. A Request for Information (RFI) was issued on June 11, 2025 to firms for assistance with "Development of Name, Logo, and Visual Identity for Non-Profit Energy Organization" (Appendix 2). Responses were requested by June 30, 2025.
- Based on the June 9 MOU, the board structure maintains a balance of energy innovation leadership, representing utilities, academia, private sector and economic development.
- Urbanova's existing articles, by-laws and nonprofit status were retained and extended
 under the new combined cluster organization. (Appendix 3). The existing by-laws of
 Urbanova (signed March 2017 and amended September 2023) permit for recognition of
 both Directors and Members. The organization currently operates with Directors
 responsible for stewarding the nonprofit's mission and active involvement in
 governance and strategic oversight. Members may have limited governance roles

focused on voting for 'big picture' issues (e.g. electing/removing directors and approving annual reports).

- The completed MOU resulted in the formation of an Interim Board of five directors with representation from both Urbanova and INTENT, LLC. The Interim Board consists of:
 - o Latisha Hill, Jason Verduzco, Rich Christiansen (Urbanova-nominated)
 - o John Gibson (INTENT-nominated)
 - o Dan Wadkins (joint nomination; previously served on both Boards)
- Started formation of an Equity Advisory Council (EAC), holding its initial discussion among the senior advisory team and completing preliminary deliverables of draft charter, meeting scheduling, and initial attendees:
 - Initial planning meeting held June 11, 2025 to establish goals and key partners.
 Attendees included Urbanova and WSU as co-hosts; INTENT and Open Energy
 Solutions representing industry; University of Idaho; and three additional energy-supporting organizations.
 - Formation steps included outreach to equity advisory groups currently working in the region. This list includes the <u>Spokane Community Resilience Collaborative</u> (hosted by Gonzaga Institute for Climate, Water and the Environment) and the <u>Avista Equity Advisory Group</u> (EAG).
 - The Cluster has been invited to present to standing June meeting of the Avista Equity Group on June 20 and June 25 (presentation available on request). We will share background on the Cluster organization formation and goals and invite participation and feedback from the EAG.
 - EAG members have been invited to the planned summit and we have asked the EAG Coordinator to present to the group. Following this first meeting, we will work with established partners to continue to expand participation to underserved and community-based organizations.
 - o Draft charter was drafted June 13, 2025 and is attached to this report. (Appendix 4)

2. Integration of INTENT and Urbanova

The formation of the Inland Northwest Energy Innovation Cluster through the legal and operational merger of Urbanova and INTENT represented a significant milestone. This merger enables:

- Consolidation of complementary assets and missions.
- A unified voice for regional energy innovation.
- Stronger stakeholder trust and enhanced funding eligibility.

Regional interest in the merged effort is growing with publication of the ICAP press release in the Spokane Journal of Business (June 6, 2025). The Journal of Business interviewed current CEO, Mason Burley on June 16 and plans to run a story about the merged organization on June 19, 2025.

The Interim Board oversees strategic direction and fiduciary responsibilities with a CEO/ED search planned for Q3 2025. A half-day facilitated workshop with the interim board is planned during the week following the July 8-9 summit. This strategy workshop will further advance governance, membership, staffing and key priorities for transition activities.

Appendix: Supporting Documents

The following attachments are provided in accordance with the requirements of Contract 25-78250-008 under the deliverable "Governance Creation and Cluster Buildout" for the ICAP3 Innovation Cluster Accelerator Program award to Urbanova.

1. Signed Memorandum of Understanding (MOU) - June 9, 2025

This fully executed MOU documents the formal merger between Urbanova and the Inland Northwest Center for Energy and Decarbonization LLC (INTENT), establishing the Inland Northwest Energy Innovation Cluster. It includes:

- Interim governance structure and operational authority,
- Purpose and transition milestones,
- Board composition and fiduciary roles,
- Legal and organizational integration under Urbanova's nonprofit 501(c)(3) status.

2. Request for Information (RFI) - June 12, 2025

With support from Avista loaned executive Dana Anderson (Chief Communications Officer), the Cluster issued an RFI for assistance with, "Development of Name, Logo, and Visual Identity for Non-Profit Energy Organization". A number of initial inquiries were received from firms across Washington State and we expect a robust response by the June 30 deadline. The Interim Board will evaluate top bidders in the week following the July 8-9 summit.

3. Updated Articles of Governance and Board Roster

In accordance with the MOU, Urbanova retains its 501(c)(3) nonprofit structure and has filed a new "doing business as" (DBA) under the name **Inland Northwest Energy Innovation Cluster**. Urbanova's existing Articles of Incorporation and By-Laws remain legally in effect and are now extended to govern the Cluster. The current Interim Board is composed of:

- Urbanova appointees: Latisha Hill (Avista), Jason Verduzco (Verizon), and Rich Christiansen (retired Itron)
- INTENT appointees: John Gibson (retired Avista), Dan Wadkins (Foster Garvey law)
- Ex-officio: Paul Davis (Secretary, Lukins and Annis), Mason Burley (staff CEO)

4. Equity Advisory Council (EAC) Charter - Draft dated June 13, 2025

This draft outlines the structure, responsibilities, and operating principles of the EAC. Developed following the initial kickoff session on June 11, 2025, it incorporates national best practices for community-centered energy equity from PNNL, Greenlining Institute, and the Energy Equity Project. The charter:

- Describes membership composition and engagement strategy,
- Establishes a quarterly meeting cadence (first full meeting scheduled for July 8, 2025),
- Highlights alignment with inclusive clean energy transitions and grid modernization.

Memorandum of Understanding

Transition of Urbanova and INTENT into the Inland Northwest Energy Innovation Cluster

This Memorandum of Understanding (MOU) is entered into by and between Urbanova, a Washington nonprofit corporation recognized under Section 501(c)(3) of the Internal Revenue Code, and Inland Northwest Center for Energy and Decarbonization LLC ("INTENT"), a Delaware social purpose LLC.

The purpose of this MOU is to outline the full and complete operational and legal transition of the two organizations into a single nonprofit entity operating under the name **Inland Northwest Energy Innovation Cluster** ("Cluster").

This MOU contemplates the following steps upon approval of both Boards:

- 1. The organization to begin doing business as (DBA) the "Inland Northwest Energy Innovation Cluster". Urbanova, Inland Northwest Center for Energy and Decarbonization, and INTENT would be retained as appropriate during a transition period in anticipation of a full branding review. If and when a different corporation name is determined an amendment to the name will be filed.
 - Action step: Urbanova filing a new trade name with Washington Department of Revenue
- 2. The purpose of the reformed organization will be to:

"advance, develop, and accelerate equitable, sustainable, and community-driven energy ecosystem innovation, investment, workforce development, research commercialization, and industry coordination initiatives to improve grid modernization, resilience, economic mobility, and environmental stewardship across the Inland Northwest region and nationally."

Urbanova by-laws stating the organization purpose (below) is sufficient to uphold the direction of the reformed organization, and will not require further notification to the Internal Revenue Service.

"URBANOVA ("the "Foundation") is a non-profit organization formed under IRC 501(c)(3) to support, facilitate and assist in the development and strengthening of government, university, and private industry relationships for the benefit of Washington State; assist in administration, creating and funding programs focused on growing the innovation based economic sectors, provide a vehicle for targeted corporate and related donors and others to make gifts to the ongoing educational, scientific, programmatic and research purposes of the Foundation; respond to and assist the technology transfer needs of existing business in the state and to receive and administer research development and other forms of grants from federal, state and private sources."

- 3. **The governance of the Corporation** shall be vested initially in an Interim Board consisting of at least five (5) members. That board will determine interim governing roles and approve additional board members as defined separately.
 - The Cluster assumes Urbanova's nonprofit structure and incorporates INTENT's assets, programs, and obligations.
 - A five (5) member Interim Board to consist of:
 - i. Three (3) members nominated from the Urbanova Board:
 - 1. Latisha Hill
 - 2. Jason Verduzco
 - 3. Rich Christiansen
 - ii. One (1) member nominated from the INTENT Board:
 - 1. John Gibson

MEMORANDUM OF UNDERSTANDING - Urbanova and INTENT, LLC

- iii. One (1) member who previously served on both Boards.
 - 1. Dan Wadkins

Interim Board Authority:

The Interim Board shall immediately assume full operational authority and fiduciary responsibility for Urbanova with dba Inland Northwest Energy Innovation Cluster. The Interim Board will operate under existing Urbanova by-laws and shall be empowered to:

- i. Manage corporate governance
- ii. Execute all legal and financial obligations
- iii. Direct strategic and operational decisions and efforts of the Cluster
- iv. Engage in partner and stakeholder relations
- v. Approve all budgets, policies, and future organizational changes
- vi. Interim board members are not expected to serve the full three-year board term

4. The broad goals of the reformed organization include:

- Advancing industry-led and community-informed energy ecosystem development
- Supporting clean energy system innovation and equitable grid modernization
- Enhancing inclusive workforce development across rural, tribal, and disadvantaged communities
- Strengthening the Inland Northwest region's leadership in sustainable energy innovation and transition.
- Telling the regional energy innovation story and promoting the value of the partners and members for the Cluster.

5. Transition Timeline

- Major operational and governance milestones are anticipated as follows:
 - i. NLT May 14, 2025: Final Reconciliation Session held, transition and MOU finalized, transition checklist completed.
 - ii. May August 2025: Continued program operations under Interim CEO and Executive Consultant leadership.
 - iii. July September 2025: Strategic planning process commences, including CEO/ED position definition and search criteria.
 - iv. October December 2025: New CEO/ED selection process concludes; strategic plan adopted by the Board.
 - v. End of 2025: Filing of final INTENT LLC tax returns and full operational alignment achieved. INTENT LLC sunsets.

MEMORANDUM OF UNDERSTANDING - Urbanova and INTENT, LLC

6. Final Board Approval

This MOU reflects the unified goals and shared activities for the Boards of Directors of Urbanova and INTENT and shall supersede any prior discussions, outlines, or nonbinding letters of intent related to the consolidation of these two organizations.

The authorized representatives of each organization confirm:

- Acceptance of the terms set forth in this MOU
- Approval of the Interim Board assuming operational control on behalf of their organization
- Their organization's commitment to completing the operational transition
- Their approval of the actions, responsibilities, and timelines described herein.

This MOU is effective as of the date of the final authorized signatures as reflected in the attached term sheet.

Term Sheet

(Business Combination)

This Term Sheet outlines general terms for the proposed combination of the businesses of Urbanova, a Washington nonprofit corporation ("Urbanova") and Inland Northwest Center for Energy and Decarbonization ("INTENT"), a Delaware social purpose limited liability company. This Term Sheet is an outline for discussion purposes only.

| Proposed Terms: | See the attached Memorandum of Understanding. |
|----------------------------|--|
| Fees and Expenses: | Each party will pay its own costs, including professional (e.g., attorneys, accountants) fees incurred in connection with the transaction. |
| Binding/Nonbinding Effect: | This Term Sheet is not intended to create any legally binding obligations on either party, and no such obligation shall be created unless and until the parties enter into definitive documents memorializing the transaction. |
| Counterparts: | This Term Sheet may be executed in counterparts. |
| Initial Drafts: | If this Term Sheet is signed by all parties, [Urbanova] will cause draft definitive agreements for the transaction to be prepared for the parties' review and comment. |

INLAND NORTHWEST CENTER FOR ENERGY AND DECARBONIZATION

| Signed by: | |
|-----------------------------|--|
| By: tendrik Van Hemert | |
| Hendrik Van Hemert Name: | |
| Title: Managing Director | |
| Date: 6/9/2025 | |
| | |
| URBANOVA | |
| Signed by: | |
| By: Jason Verduzco | |
| Jason Verduzco Name: | |
| Board Chair | |
| Title: | |

Signed by:





Request for Information: Development of Name, Logo, and Visual Identity for Non-Profit Energy Organization

Background:

Urbanova (Spokane, WA) is a public-private-academic partnership organization focused on civic innovation initiatives. Founded as a smart city collaboration, Urbanova is in the process of transitioning to focus exclusively on energy innovation in the region. INTENT (Spokane, WA) is a collaborative initiative focused on developing an energy ecosystem in the Inland Northwest region. The organization aims to leverage partnerships with various stakeholders to promote sustainable energy solutions and innovation. Recently, Urbanova and INTENT merged and are in the process of updating the new organization's mission and purpose. The interim board of directors is seeking an agency partner to assist with name and logo development along with supporting visual identity for the new combined entity.

Scope of Work:

We are seeking a creative and experienced agency or individual to assist us in the following areas:

- 1. Name Development: Crafting a name that encapsulates our mission and resonates with our target audience.
- 2. Logo Design: Creating a visually appealing and memorable logo that represents our organization.
- 3. Visual Identity: Developing a comprehensive visual identity, including color palettes, typography, and design guidelines, to ensure consistency across all our communications and materials.

Deliverables:

- A selection of name options with rationale for each.
- Multiple logo concepts with revisions based on feedback.
- A visual identity guide outlining logo usage, color schemes, typography, and other design elements.

Proposal Requirements:

Please include the following in your proposal:

- A brief overview of your experience and qualifications.
- Examples of previous work, particularly in the non-profit and energy sectors.
- A detailed timeline and cost estimate for the project.
- Any additional information or suggestions you believe would be beneficial to our organization.

Submission Deadline:

We kindly request that all proposals be submitted by end of day June 30. Please send your proposals to dana.anderson@avistacorp.com

We look forward to collaborating with you to create a visual identity that will help us effectively communicate our mission and engage our community.



I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

URBANOVA

a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated below.

Date: 12/20/2016

UBI Number: 604-060-577



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 12/20/2016



WA SECRETARY OF STATE

ARTICLES OF INCORPORATION

12/20/16 3338061-001 \$0.00 D tid: 3391788

OF

URBANOVA

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

ARTICLE I NAME

The name of the corporation shall be URBANOVA (hereinafter referred to as the "Corporation").

ARTICLE II DURATION

The period of duration of the Corporation shall be perpetual.

ARTICLE III REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Corporation shall be 601 W. Main Ave., Ste. 714, Spokane, WA 99201. The name of the initial registered agent of the Corporation at such address shall be Peter E. Moye.

ARTICLE IV PURPOSES, LIMITATIONS AND POWERS

Section 4.1 Purposes. The Corporation is organized and shall be operated exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (the "Code") including, but not limited to, developing high impact, integrated solutions to the infrastructure and health challenges of our urban environments, and to improve the livability and workability of our cities.

Section 4.2 Limitations.

4.2.1 The assets of the Corporation are irrevocably dedicated to charitable, educational and scientific purposes and no part of the net income or other assets of the Corporation shall inure to the benefit of any director or officer, or to the benefit of any other private person; provided, however, that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and goods provided and to make payments and distributions in furtherance of its purposes.

- **4.2.2** No director, officer, or other private person shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Corporation or upon the winding up of its affairs.
- 4.2.3 No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, except as may be permitted to a Section 501(c)(3) organization by the Code, and the Corporation shall not participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (including the publishing or distributing of statements).
- **4.2.4** In any taxable year in which the Corporation is determined to be a private foundation as defined in Section 509 of the Code:
- (a) The Corporation shall not carry on propaganda or otherwise attempt to influence legislation;
- **(b)** The Corporation shall distribute its income for each taxable year at such times and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code;
- (c) The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code;
- (d) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) Code;
- (e) The Corporation shall not make any investments in a manner as to subject it to tax under Section 4944 of the Code; and
- (f) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code.
- 4.2.5 It is intended that the Corporation shall have and continue to have the status of an organization which is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code, and to which contributions, bequests, and gifts are deductible for federal income, estate, and gift tax purposes under Sections 170(c)(2), 2055(a)(2), and 2522(a) of the Code, respectively. These Articles of Incorporation shall be construed, and all powers and activities of the Corporation shall be limited, accordingly. Notwithstanding any provision of these Articles of Incorporation, the Corporation shall not carry on any activities not permitted to be carried on by a corporation having such status.
- Section 4.3 Powers. In general, and subject to such limitations and conditions as are or may be prescribed by law, or in the Corporation's Articles of Incorporation or Bylaws, the Corporation shall have all powers which now or hereafter are conferred by law upon a corporation organized for the purpose set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Corporation's purpose.

ARTICLE V MEMBERSHIP

The Corporation shall have no capital stock. The membership of the Corporation shall consist of such persons who may qualify as set forth in the Bylaws of the Corporation.

ARTICLE VI DIRECTORS

Section 6.1 In general. The powers and duties, number, qualifications, terms of office, manner of election and removal of directors shall be as set forth in the Bylaws of the Corporation, as the same may be amended from time to time

Section 6.2 Initial Directors. The number of directors constituting the initial Board of Directors of the Corporation shall be three (3). The names and addresses of the persons who are to serve as the initial Board of Directors are:

Heather Rosentrater Avistacorp. 1114 E. Mission Ave. Spokane, WA 99220-3727

Sharelynn Moore Itron 2111 N. Molter Rd. Liberty Lake, WA 99019

Kim Zentz Washington State University 412 E. Spokane Falls Blvd. Spokane, WA 99202

ARTICLE VII LIMITATION ON DIRECTORS' LIABILITY

Directors of the Corporation shall not be personally liable to the Corporation or its members, if any, for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by a director or a knowing violation of law by a director, or for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If the Washington Nonprofit Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by the Washington Nonprofit Corporation Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

ARTICLE VIII INDEMNIFICATION

Right to Indemnification. Each person who was, or is threatened to be Section 8.1 made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer, he or she is or was serving at the request of the Corporation as a director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee or agent or in any other capacity while serving as a director, trustee, officer, employee or agent, shall be indemnified and held harmless by the Corporation, to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgment, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in this Article with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this paragraph shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under the provisions of this paragraph or otherwise, and only upon delivery to the Corporation of a written affirmation by such director or officer stating that he or she acted with a good faith belief that the action giving rise to the right to indemnification complied with the standard of conduct as required by the laws of the State of Washington.

Section 8.2 Right of Claimant to Bring Suit. If a claim for which indemnification is required under the above paragraph is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under the Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking and statement has been tendered to the Corporation), and thereafter the Corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Corporation (including its board of directors, independent legal counsel

or its members, if any) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses of the claimant is proper in the circumstances nor an actual determination by the Corporation (including its board of directors, independent legal counsel or its members, if any) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 8.3 Nonexclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquired under any statute, provision of the Articles of Incorporation, Bylaws, agreement vote of members, if any, or disinterested directors or otherwise.

Section 8.4 Insurance, Contracts and Funding. The Corporation may maintain insurance at its expense to protect itself and any director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such persons against such expense, liability or loss under the Washington Business Corporation Act, as applied to nonprofit corporations. The Corporation may enter into contracts with any director or officer of the Corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means including, without limitation, a letter of credit to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 8.5 Indemnification of Employees and Agents of the Corporation. The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act, as applied to nonprofit corporations, or otherwise.

ARTICLE IX DISSOLUTION

No director, officer or other private person shall be entitled to any share of the assets of the Corporation upon the dissolution or winding up of the Corporation. Upon dissolution or winding up of the Corporation, the net assets of the Corporation, after paying or providing for all liabilities of the Corporation, shall be disposed of for similar or identical uses and purposes to an organization that would then qualify for exemption under the provisions of Section 501(c)(3) of the Code. Any assets not so distributed shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or shall be distributed to the federal government or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Superior Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE X BYLAWS

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

ARTICLE XI INTERNAL REVENUE CODE

References in these Articles of Incorporation to the Internal Revenue Code are to the United States Internal Revenue Code of 1986, as amended, and shall be deemed to refer to any corresponding provisions of any subsequent federal tax laws.

ARTICLE XII INCORPORATOR

The name and address of the incorporator is as follows:

Peter E. Moye Workland & Witherspoon PLLC 601 W. Main Ave., Ste. 714 Spokane, WA 99201

IN WITNESS WHEREOF, the undersigned has signed these Articles of Incorporation this 16th day of December, 2016.

Peter E. Moye, Incorporator

CONSENT TO SERVE AS REGISTERED AGENT

I, PETER E. MOYE, hereby consent to serve as Registered Agent in the State of Washington for the Corporation herein named. I understand that, as Agent for the Corporation, it will be my responsibility to receive service of process in the name of the Corporation; to forward all mail to the Corporation; and to immediately notify the office of the Secretary of State in the event of my resignation, or of any changes in the registered office of the Corporation for which I am Agent.

DATED: December 16, 2016

Peter E. Moye

601 W. Main Ave., Ste. 714

Spokane, WA 99201



801 Capitol Way South • PO Box 40234

Olympia, WA 98504-0234 Tel: 360.725.0377 www.sos.wa.gov/corps James M. Dolliver Building

Congratulations

You have completed the initial filing to create a new business entity. The next step in opening your new business is to complete a Business License Application. You may have completed this step already. The Business License Application can be completed online or downloaded at: http://www.bls.dor.wa.gov.

If you have any questions about the Business License Application, or would like a Business License Application package mailed to you, please call Business License Services at 1-800-451-7985.

PETER E MOYE 601 W MAIN AVE #714 SPOKANE, WA 99201

IMPORTANT

You have completed the initial filing to create a new entity. To keep your filing status active and avoid administrative dissolution, you must:

- File an Annual Report and pay the annual license fee each year before the anniversary of the filing date for the entity. A notice to file your annual report will be sent to your registered agent. It is the corporation or LLC's responsibility to file the report even if no notice is received.
- 2. Maintain a Registered Agent and registered office in this state. You must notify the Corporations Division if there are any changes in your registered agent, agent's address, or registered office address. Failure to notify the Corporations Division of changes will result in misrouted mail, and possibly administrative dissolution.

If you have questions about report and registered agent requirements, please contact the Corporations Division at 360-725-0377 or visit our website at: http://www.sos.wa.gov/corps.

AMENDED AND RESTATED BYLAWS OF URBANOVA

ARTICLE 1 PURPOSE

URBANOVA ("the "Foundation") is a non-profit organization formed under IRC 501(c)(3) to support, facilitate and assist in the development and strengthening of government, university, and private industry relationships for the benefit of Washington State; assist in administration, creating and funding programs focused on growing the innovation based economic sectors, provide a vehicle for targeted corporate and related donors and others to make gifts to the ongoing educational, scientific, programmatic and research purposes of the Foundation; respond to and assist the technology transfer needs of existing business in the state and to receive and administer research development and other forms of grants from federal, state and private sources.

ARTICLE 2 OFFICES

The principal office of the Foundation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Foundation may have such other offices, either within or without the State of Washington, as the Board of Directors may designate or as the business of the Foundation may require from time to time.

ARTICLE 3 MEMBERS

- **3.1 Members.** The Foundation shall have members. The Foundation Board may admit, in its discretion, individuals, corporations or governmental entities to one (1) or more classes of members. The class or classes shall have such rights and obligations as the Board finds appropriate from time to time. Each member's term shall be for a period of one year from the beginning of the month when such dues were initially paid at the commencement of such member's membership. Continued membership is contingent upon being up to date on payment of all membership dues.
- **3.2** Resignation and/or Termination of Membership. Any member may resign by filing a written resignation with the Secretary. Resignation shall not relieve a member of unpaid dues or other charges previously accrued. A member may be expelled or terminated for cause following an appropriate hearing conducted by the Board of Directors.
- **3.3 Rights of Members.** Each member shall be eligible to appoint one (1) voting representative to cast the member's vote in the election of directors.

ARTICLE 4 MEMBERS MEETINGS

- **4.1 Place of Meetings.** The annual and any special meetings of the members shall be held at the registered office of the Foundation, or at any other place within or without the state of Washington, which the Board of Directors, in its discretion, may from time to time select.
- **4.2 Annual Meeting.** The annual meeting of the corporation shall be in November of each year, unless the Board of Directors in its discretion determines that it is in the best interest of the Foundation to have the meeting in a later or earlier month. In the event such annual meeting is omitted by oversight or otherwise, it may be held as a subsequent special meeting called in accordance with the provisions of these Bylaws, and the laws of the State of Washington, and any business transacted or elections held at such meeting shall be valid as if transacted or held at the annual meeting.
- **4.3 Special Meetings.** A special meeting of the members of the Foundation may be called by the CEO, by a majority of the members of the Board of Directors, or by fifty percent (50%) or more of the members then entitled to vote.
- **4.4 Notice of Meetings.** A written or printed notice of each meeting of the members, stating the place, date, and hour of the meeting, and in the case of the special meeting, the purpose or purposes of the meeting, shall be given by the Secretary of the Foundation, or by the person authorized to call the meeting, to each member of record then entitled to vote at the meeting. The notice shall be sent not less than ten (10) nor more than fifty (50) days before the date named for the meeting to each member by United States Mail or by electronic means, charges prepaid, to the member's address or email address appearing on the books of the Foundation.
- **4.5 Waiver of Notice.** A member, either before or after a members meeting, may waive notice of the meeting, and the waiver shall be deemed an equivalent of giving notice. Attendance at a members meeting, either in person or by proxy, of a person entitled to notice, shall constitute a waiver of notice of the meeting, unless such member or proxy attends for the express purpose of objecting to the transaction of business on the grounds that the meeting was not lawfully called or convened.
- **4.6 Who Conducts Meetings.** The CEO of the Foundation shall preside at all annual or special meetings of the members, and the Secretary shall record the minutes of all such meetings.
- **4.7 Voting Rights.** At every special or annual meeting of the membership, each member of record shall be entitled to cast one (1) vote in person, by mail-in ballot or by electronic means.
- **4.8 Quorum.** The presence, in person, by mail-in vote or by electronic means, of at least twenty percent (20%) of the members entitled to vote shall constitute a quorum at meetings

of members. At a duly called meeting, members present can continue to do business until adjournment even if members present become less than a quorum.

ARTICLE 5 BOARD OF DIRECTORS

- **5.1 General Powers.** The business and affairs of the Foundation shall be conducted under the direction of, and the control and disposal of the Foundation's assets shall be vested in, its Board of Directors, except as otherwise provided in the Washington Nonprofit Corporation Act, the Foundation's Articles of Incorporation or these Bylaws.
- **5.2 Duties of Directors.** A director shall perform the duties of a director, including the duties as a member of any committee of the Board of Directors upon which the directors may serve, in good faith, and in a manner such director believes to be in the best interests of the Foundation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.
- **5.3 Number of Directors.** The Board of Directors shall consist of a minimum of five (5) and not more than eleven (11) directors. The number of directors may be increased or decreased at any time and from time to time by a majority vote of the Board of Directors or by amendment to these Bylaws, provided that no decrease in the number of directors shall have the effect of shortening the term of any incumbent director.
- **5.4 Qualifications.** Directors shall be individuals and have such qualifications as the Board of Directors may prescribe by resolution or amendment to these Bylaws.
- 5.5 Classification and Term. The directors shall be divided into three (3) groups and shall be known as Class I, Class II and Class III. Directors may serve a maximum of three (3) consecutive three (3) year terms unless otherwise provided in these Bylaws. A director that has served three (3) consecutive three (3) year terms shall not be disqualified from serving future terms, provided that a minimum of one (1) year has passed between terms.

The initial Class I directors shall hold office until the first annual election of directors, the initial Class II directors shall hold office until the second annual election of directors, and the initial Class III directors shall hold office until the third annual election of directors. Thereafter, directors of each class shall serve for a term of three (3) years, commencing on the date of election and each director shall hold office until his or her successor is elected and qualified, or until his or her death, resignation, term limit, or removal. At each subsequent annual meeting of directors, the successors of those directors whose term then expires shall be elected to serve for a term of three (3) years and until their successors are elected and qualified, or until their death, resignation or removal.

5.6 Election and Vacancies.

- **5.6.1** Appointment of Successors. Unless the Board of Directors is reducing the number of directors as provided in these Bylaws, the Board shall appoint a successor director to replace each director whose term is ending. The Board may make any such appointment at the annual meeting at which the director's term is scheduled to end or at any other meeting not earlier than six (6) months prior to such annual meeting.
- **5.6.2** Increasing Number of Directors. If the Board of Directors increases the number of directors as provided in these Bylaws, such position shall be filled by the affirmative vote of a majority of the remaining Board of Directors even though less than a quorum of the Board of Directors may be present at the meeting. The Board of Directors may make any such appointment at any meeting of the Board.
- **5.6.3** Vacancies. The Board of Directors shall appoint an individual to fill a vacancy in the position of director. The Board of Directors may do so at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors even if less than a quorum of the Board of Directors is present at the meeting. A director who fills a vacancy shall serve for the unexpired term of his or her predecessor in office.
- 5.7 Resignation. Any director may resign at any time by delivering written notice to the Chair or the Secretary at the principal office of the Foundation, or by giving oral or written notice at any meeting of the Board of Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective; provided however, that if the resignation would result in the Foundation having no director or no director capable of serving as such, the resigning director shall continue to serve as a director until a successor director is appointed and qualifies as provided in these Bylaws or by resolution of the Board of Directors.
- 5.8 Removal. A director may be removed from office prior to the expiration of that director's term of office by a vote of two-thirds (2/3) of the directors holding such office but not counting the director to be removed, prior to the time the vote is taken. Notice stating that a named director shall be considered for removal because of nonperformance, or other cause deemed sufficient by the Board for such removal, must be mailed to the director prior to a duly called meeting of the board of directors at the same time and in the same manner prescribed for the notice of the meeting.

ARTICLE 6

MEETINGS OF DIRECTORS

6.1 Annual Meeting. A regular annual meeting of the Board of Directors shall be held promptly at the time and place, determined by the Board of Directors, for the purpose of electing directors and officers and transacting such other business as may properly come before the meeting.

- **6.2** Regular Meetings. By resolution, the Board of Directors may specify the date, time and place for the holding of regular meetings of the Board of Directors or any committee designated by the Board of Directors without any notice other than such resolution. If no such resolution is adopted, then the Board of Directors may call meetings pursuant to the notice provisions set forth in Section 6.9.
- 6.3 Special Meetings. Special meetings of the Board of Directors or any committee designated by the Board of Directors may be called by or at the written request of the Chair or any one or more of the directors in office, or in the case of a committee meeting, by the Chairman of the committee. The person or persons authorized to call special meetings may fix the place, either within or without the State of Washington, and time for holding any special Board of Directors or committee meeting called by them. Notice of a special meeting shall be given as provided in Section 6.9.
- 6.4 Participation by Telephone/Electronic Means. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of such Board or committee by means of a conference telephone, video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.
- 6.5 Presumption of Assent. A director present at a Board of Directors meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent or abstention is entered in the minutes of the meeting or unless such director files a written dissent or abstention to such action with the person acting as Secretary of the meeting before the adjournment thereof or forwards such dissent or abstention by registered mail to the Secretary of the Foundation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.
- 6.6 Action by Board Without a Meeting. Any action which could be taken at a meeting of the Board of Directors may be taken without a meeting if a written consent setting forth the action so taken is signed by each of the directors. Such written consents may be signed in two (2) or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Any such written consent shall be inserted in the minute book as if it were the minutes of a meeting of the Board of Directors.
- **6.7 Quorum.** Unless a greater portion is required by law, the Articles of Incorporation or these Bylaws, a majority of directors present or in attendance by phone or other telephonic device shall constitute a quorum for the transaction of business or any particular item of business at any Board of Directors meeting or specially called meeting. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting and set a date and time for the meeting to reconvene without further notice.
- **6.8 Manner of Acting.** Each director shall be entitled to one (1) vote and the act of the majority of the directors present at a meeting at which there is a quorum shall be the act of the

Board of Directors, unless the act of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Washington law. A director may not vote or act by proxy at any meeting of directors.

designated by the Board of Directors for which notice is required by these Bylaws or by applicable law, a notice stating the place, day and hour of the meeting shall be given to each director at his or her address shown on the records of the Foundation at least five (5) days prior thereto by the mailing of written notice, or at least two (2) days prior thereto by personal delivery of written notice or by telephonic or telegraphic notice, or other electronic means of notice (and the method of notice need not be the same to each director). If notice is mailed, the notice shall be deemed effective when deposited in the United States mail properly addressed with postage thereon prepaid. If sent by facsimile or other electronic means, such notice shall be deemed effective when the facsimile machine or other electronic means prints or acknowledges that the transmission was successfully executed. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or any committee designated by the Board of Directors need be specified in the notice.

6.10 Waiver of Notice.

- **6.10.1 Written Waiver.** Whenever any notice is required to be given to any director under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in writing, signed by the director entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.
- **6.10.2** Waiver by Attendance. Attendance of a director or a committee member at a meeting shall constitute a waiver of notice of such meeting, except where a director or a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- **6.11 Place of Meetings.** All meetings shall be held at the principal office of the Foundation or at such other place within or without the State of Washington designated by the Board of Directors, by any persons entitled to call a meeting or by a waiver of notice signed by all directors.

6.12 Committees of the Board of Directors.

6.12.1 Standing or Temporary Committees. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint one (1) or more standing or temporary committees, each of which shall consist of two (2) or more directors. Such committees shall have and exercise the authority of the directors in the management of the Foundation, subject to such limitations as may be prescribed by the

Board of Directors. Notwithstanding the foregoing, no committee shall have the authority of the Board of Directors to:

- a. amend, alter or repeal these Bylaws;
- b. elect, appoint or remove any member of any committee or any director or officer of the Foundation;
- c. amend the Articles of Incorporation;
- d. adopt a plan of merger or consolidation with another Foundation;
- e. authorize the sale, lease or exchange of all or substantially all of the property and assets of the Foundation, not in the ordinary course of business;
- f. authorize the voluntary dissolution of the Foundation or revoke proceedings therefor;
 - g. adopt a plan for the distribution of the assets of the Foundation; or
- h. amend, alter or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by such committee.

The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed on him or her by law.

- **6.12.2 Permanent Standing Committees.** The Board of Directors shall have permanent standing committees as follows: Executive Committee and a Finance Committee.
- 6.12.3 Committee Membership. The Executive Committee shall be made up of the Chair, the Vice-Chair, the Immediate Past Chair, the Secretary, the Treasurer and the CEO. Committees may be chaired by a member of the Board of Directors and shall be made up of the respective director charged with chairing the Committee, a minimum of one (1) additional member selected from among the members of the Board of Directors, and such other non-members of the Board of Directors as are recommended by the Committee and approved by the Board. Committees may be chaired by Board or non-Board members. In the event that a Committee is chaired by a non-Board member at least two (2) members of the Committee shall be members of the Board of Directors. The other members of the Committee shall be made up of Board members and non-Board members as are recommended by the particular committee and approved by the Board.
- **6.12.4 Committee Charter.** Each Committee shall have an approved Committee Charter that is approved by the Board of Directors, that is in addition to these Bylaws, and which describes the responsibilities and focuses of each respective Committee. Proposals

to change a Committee Charter shall be referred to, and approval received from, the Board of Directors prior to such proposed changes taking effect.

- **6.12.5 Report of Committee Activities.** At each regular meeting of the Board of Directors, a report of Committee activities that have occurred in the interim since the most recent regular meeting of the Board of Directors shall be presented to the entire Board.
- **6.12.6 Quorum; Manner of Acting.** A majority of the appointed committee members at a regularly called committee meeting shall constitute a quorum, and the act of a majority of the members of a committee present at a meeting at which a quorum is present shall be the act of the committee.
- **6.12.7 Resignation.** Any member of any committee may resign at any time by delivering written notice thereof to the Chair, the Secretary or the Chairperson of such committee, or by giving oral or written notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- **6.12.8 Removal of Committee Member.** The Board of Directors, by resolution adopted by a majority of the directors in office, may remove from office any member of any committee elected or appointed by it. Approved non-members of the Board of Directors that serve on a Committee shall serve at the pleasure of the respective Committee Chair or the Board of Directors in the case of a non-Board member chairing a committee.
- **6.14** Compensation. Directors shall not receive compensation for their services as such, although the reasonable expenses of directors for attendance at Board of Directors meetings may be paid or reimbursed by the Foundation. Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the Foundation in any other capacity.

ARTICLE 7

OFFICERS

7.1 Number. The officers of the Foundation shall be a Chair, one or more Vice Chairs, an Immediate Past Chair, a Secretary, and a Treasurer, each of whom shall be a member of, and, with the exception of the Immediate Past Chair, elected by or appointed by, the Board of Directors. Other officers including a CEO and assistant officers may be elected or appointed by the Board of Directors, such officers and assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board of Directors. Any officer may be assigned by the Board of Directors any additional title that the Board deems appropriate. Any two (2) or more offices may be held by the same person, except the offices of Chair and Secretary.

- 7.2 Chair. The Chair shall preside at the meetings of the Board of Directors. In the absence of paid staff, the Chair shall ensure the supervision and administration of the business and affairs of the Foundation. The Chair may sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Foundation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the Chair shall perform all duties incident to the office of Chair and such other duties as are assigned to him or her by the Board of Directors from time to time.
- 7.3 Vice Chairs. The Board of Directors may elect one or more Vice Chairs who shall assist the Chair in carrying out the programs of the Foundation. In the event of the death of the Chair or his or her inability to act, the Vice Chair (or if there is more than one Vice Chair, the Vice Chair who was designated by the Board of Directors as the successor to the Chair, or if no Vice Chair is so designated, the Vice Chair whose name first appears in the Board of Directors resolution electing officers) shall perform the duties of the Chair, except as may be limited by resolution of the Board of Directors, with all the powers of and subject to all the restrictions upon the Chair. Vice Chairs shall have, to the extent authorized by the Chair or the Board of Directors, the same powers as the Chair to sign deeds, mortgages, bonds, contracts or other instruments. Vice Chairs shall perform such other duties as from time to time may be assigned to them by the Chair or the Board of Directors.
- **7.4 Immediate Past Chair.** The position of Immediate Past Chair of the Board shall be filled by the holder of the office of Chair immediately preceding the current Chair or, should this individual be unable under the provisions of these Bylaws to fulfill the duties of office, shall remain vacant until such a time as a qualified individual is able to fill the office. Should the Chair have been in his or her final year of allowable uninterrupted service as defined under these Bylaws, the current term shall be automatically extended for one (1) year in order to fill the office of Immediate Past Chair.
- 7.5 Secretary. The Secretary shall be responsible for ensuring that minutes of meetings of the Board of Directors are recorded and maintained, and to the extent minutes of meetings of committees of the Board of Directors are recorded, that such minutes are maintained; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Foundation or appoint such person or entity as is appropriate to act as such custodian; ensure that records are kept of the name and address of each director and each officer; sign with the Chair, or other officer authorized by the Chair or the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chair or the Board of Directors.
- 7.6 Treasurer. The Treasurer shall have charge of and be responsible for all funds and securities of the Foundation; ensure that monies due and payable to the Foundation from any source whatsoever are properly received and that receipts are given for said monies; ensure that all such monies are deposited in the name of the Foundation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform

all of the duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Chair or the Board of Directors. If requested by the Board of Directors, at the Foundation's expense, the Treasurer shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Board of Directors may determine.

- 7.7 Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer (CEO) who shall serve at the pleasure, and as an ex officio voting member, of the Board. The CEO shall only vote to break a tie. The CEO shall hire, direct, and discharge all other agents and employees who shall have such authority and perform such duties as may be required to carry out the operations of the Foundation. Any employee or agent may be removed at any time with or without cause. Removal without cause shall be without prejudice to such a person's contract rights, if any, and the appointment of such a person shall not in itself create contract rights.
- **7.8** Election and Term of Office. The officers of the Foundation shall be elected each year by the Board of Directors at the annual meeting of the Board. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Board of Directors or, if later, until his or her successor is elected.
- **7.9 Resignation.** Any officer may resign at any time by delivering written notice to the Chair, a Vice Chair, the Secretary or any director, or by giving oral or written notice at any meeting of the Board of Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- **7.10 Removal.** Any officer or agent elected or appointed by the Board of Directors may be removed from office, with or without cause, by the Board whenever in its judgment the best interests of the Foundation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
- **7.11 Vacancies.** A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board of Directors for the unexpired portion of the term or for a new term established by the Board of Directors.
- **7.12 Compensation; Contract Rights.** The salaries, if any, of the officers and agents shall be limited to reasonable compensation for services, as fixed from time to time by the Board or by any person or persons to whom the Board has delegated such authority. No officer shall be prevented from receiving a salary by reason of the fact that he or she is a director of the Foundation. Officers and agents may also receive reimbursement for reasonable expenditures incurred on behalf of the Foundation. Election or appointment of an officer or agent shall not of itself create contract rights.

ARTICLE 8 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

8.1 Definitions. As used in this Article 8:

- **8.1.1** "Act" means the Washington Nonprofit Corporation Act (RCW 24.03), now or hereafter in force.
- **8.1.2** "Agent" means an individual who is or was an agent of the Foundation or an individual who, while an agent of the Foundation, is or was serving at the Foundation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic foundation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Agent" includes, unless the context required otherwise, the estate or personal representative of an agent.
- **8.1.3 "Foundation"** means this Foundation, and any domestic or foreign predecessor entity that, in a merger or other transaction, ceased to exist.
- **8.1.4** "Director" means an individual who is or was a director of the Foundation or an individual who, while a director of the Foundation, is or was serving at the Foundation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic foundation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.
- **8.1.5** "Employee" means an individual who is or was an employee of the Foundation or an individual, while an employee of the Foundation, is or was serving at the Foundation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic foundation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Employee" includes, unless the context requires otherwise, the estate or personal representative of an employee.

8.1.6 "Expenses" include counsel fees.

8.1.7 "Indemnitee" means an individual made a party to a proceeding because the individual is or was a director, officer, employee, or agent of the Foundation and who possesses indemnification rights pursuant to the Articles, these Bylaws, or other corporate action. If the Articles so provide, the term shall also include, for officers, employees, or agents, service at the Foundation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic foundation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Indemnitee" shall also include the heirs, executors, and other successors in interest of such individuals.

- **8.1.8** "Liability" means the obligation to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.
- **8.1.9** "Officer" means an individual who is or was an officer of the Foundation or an individual who, while an officer of the Foundation, is or was serving at the Foundation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic foundation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Officer" includes, unless the context requires otherwise, the estate or personal representative of an officer.
- **8.1.10 "Party"** includes an individual who was, is, or is threatened to be named a defendant or a respondent in a proceeding.
- **8.1.11 "Proceeding"** means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.
- **8.2** Indemnification Rights of Officers, Employees and Agents. The Foundation shall indemnify its officers, employees and agents to the full extent permitted by applicable law as then in effect against liability arising out of a proceeding to which such individual was made a party because the individual is or was an officer, employee or agent of the Foundation. The Foundation shall advance expenses incurred by such persons who are parties to a proceeding in advance of final disposition of the proceeding, as provided herein.

8.3 Procedure for Seeking Indemnification and/or Advancement of Expenses.

- **8.3.1** Notification and Defense of Claim. Indemnitee shall promptly notify the Foundation in writing of any proceeding for which indemnification could be sought under this Article. In addition, Indemnitee shall give the Foundation such information and cooperation as it may reasonably require and as shall be within Indemnitee's power. With respect to any such proceeding as to which Indemnitee has notified the Foundation:
 - a. The Foundation shall be entitled to participate therein at its own expense;
 - b. Except as otherwise provided below, to the extent that it may wish, the Foundation, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Indemnitee. Indemnitee's consent to such counsel may not be unreasonably withheld.

After notice from the Foundation to Indemnitee of its election to assume the defense, the Foundation will not be liable to Indemnitee under this Article for any legal or other expenses subsequently incurred by Indemnitee in connection with such defense. However, Indemnitee shall continue to have the right to employ its counsel in such

proceeding, at Indemnitee's expense; and if (i) The employment of counsel by Indemnitee has been authorized by the Foundation; (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Foundation and Indemnitee in the conduct of such defense; or (iii) The Foundation shall not in fact have employed counsel to assume the defense of such proceeding, the fees and expenses of Indemnitee's counsel shall be at the expense of the Foundation.

The Foundation shall not be entitled to assume the defense of any proceeding brought by or on behalf of the Foundation or as to which Indemnitee shall reasonably have made the conclusion that a conflict of interest may exist between the Foundation and the Indemnitee in the conduct of the defense.

8.3.2 Information to be Submitted and Method of Determination and Authorization of Indemnification. For the purpose of pursuing rights to indemnification under this Article, the Indemnitee shall submit to the Board of Directors a sworn statement requesting indemnification and reasonable evidence of all amounts for which such indemnification is requested (together, the sworn statement and the evidence constitutes an "Indemnification Statement").

Submission of an Indemnification Statement to the Board of Directors shall create a presumption that the Indemnitee is entitled to indemnification hereunder, and the Foundation shall, within sixty (60) calendar days thereafter, make the payments requested in the Indemnification Statement to or for the benefit of the Indemnitee, unless: (a) within such sixty (60) calendar day period it shall be determined by the Foundation that the Indemnitee is not entitled to indemnification under this Article; (b) such vote shall be based upon clear and convincing evidence (sufficient to rebut the foregoing presumption); and (c) the Indemnitee shall receive notice in writing of such determination, which notice shall disclose with particularity the evidence upon which the determination is based.

The foregoing determination shall be made (a) by the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding; (b) if a quorum cannot be obtained under (a) in this paragraph, by majority vote of a committee duly designated by the Board of Directors, in which designation directors who are parties may participate, consisting solely of two (2) or more directors not at the time parties to the proceeding; or (c) special legal counsel selected by the majority vote of a quorum of the Board of Directors not at the time parties to the proceeding.

Any determination that the Indemnitee is not entitled to indemnification, and any failure to make the payments requested in the Indemnification Statement, shall be subject to judicial review by any court of competent jurisdiction.

8.3.3 Special Procedure Regarding Advance for Expenses. An Indemnitee seeking payment of expenses in advance of a final disposition of the proceeding must furnish the Foundation, as part of the Indemnification Statement:

- a. A written affirmation of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct required to be eligible for indemnification; and
- b. A written undertaking, constituting an unlimited general obligation of the Indemnitee, to repay the advance if it is ultimately determined that the Indemnitee did not meet the required standard of conduct.

If the Foundation determines that indemnification is authorized, the Indemnitee's request for advance of expenses shall be granted.

8.3.4 Settlement. The Foundation is not liable to indemnify Indemnitee for any amounts paid in settlement of any proceeding without the Foundation's written consent. The Foundation shall not settle any proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Foundation nor Indemnitee may unreasonably withhold its consent to a proposed settlement.

8.4 Contract and Related Rights.

8.4.1 Contract Rights. The right of an Indemnitee to indemnification and advancement of expenses is a contract right upon which the Indemnitee shall be presumed to have relied in determining to serve or to continue to serve in his or her capacity with the Foundation. Such right shall continue as long as the Indemnitee shall be subject to any possible proceeding. Any amendment to or repeal of this Article shall not adversely affect any right or protection of an Indemnitee with respect to any acts or omissions of such Indemnitee occurring prior to such amendment or repeal.

8.4.2 Optional Insurance, Contracts, and Funding. The Foundation may:

- a. Maintain insurance, at its expense, to protect itself and any Indemnitee against any liability;
- b. Enter into contracts with any Indemnitee in furtherance of this Article and consistent with the Act; and
- c. Create a trust fund, grant a security interest, or use other means (including without limitation a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.
- **8.4.3** Severability. If any provision or application of this Article shall be invalid or unenforceable, the remainder of this Article and its remaining applications shall not be affected thereby, and shall continue in full force and effect.

8.4.4 Right of Indemnitee to Bring Suit. If (i) a claim under this Article for indemnification is not paid in full by the Foundation within sixty (60) days after a written claim has been received by the Foundation; or (ii) a claim under this Article for advancement of expenses is not paid in full by the Foundation within twenty (20) days after a written claim has been received by the Foundation, then the Indemnitee may, but need not, at any time thereafter bring suit against the Foundation to recover the unpaid amount of the claim. To the extent successful in whole or in part, the Indemnitee shall be entitled to also be paid the expense (to be proportionately prorated if the Indemnitee is only partially successful) of prosecuting such claim.

Neither (i) the failure of the Foundation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such proceeding that indemnification or reimbursement or advancement of expenses to the Indemnitee is proper in the circumstances; nor (ii) an actual determination by the Foundation (including its Board of Directors or its independent legal counsel) that the Indemnitee is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the proceeding or create a presumption that the Indemnitee is not so entitled.

The relative benefits received by and fault of the Foundation on the one hand and the Indemnitee on the other shall be determined by a court of appropriate jurisdiction (which may be the same court in which the proceeding took place) with reference to, among other things, the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such loss. Foundation agrees that it would not be just and equitable if contribution pursuant to this section was determined by pro rata allocation or any other method of allocation which does not take account of the foregoing equitable considerations.

- **8.5 Exceptions.** Any other provision herein to the contrary notwithstanding, the Foundation shall not be obligated pursuant to the terms of these Bylaws to indemnify or advance expenses to Indemnitee with respect to any proceeding:
 - **8.5.1** Claims Initiated by Indemnitee. Initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to proceedings brought to establish or enforce a right to indemnification under these Bylaws or any other statute or law or as otherwise required under the statute; but such indemnification or advancement of expenses may be provided by the Foundation in specific cases if the Board of Directors finds it to be appropriate.
 - **8.5.2** Lack of Good Faith. Instituted by Indemnitee to enforce or interpret rights under these Bylaws, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous.

- **8.5.3** Insured Claims. For which any of the expenses or liabilities for indemnification is being sought have been paid directly to Indemnitee by an insurance carrier under a policy of officers' and directors' liability insurance maintained by the Foundation.
- **8.5.4 Prohibited by Law.** If the Foundation is prohibited by the Act or other applicable law as then in effect from paying such indemnification and/or advancement of expenses.

ARTICLE 9 CONFLICT OF INTEREST

- **9.1 Conflict Defined.** A conflict of interest may exist when the interests or activities of any director, officer or staff member may be seen as competing with the interests or activities of the Foundation, or the director, officer or staff member derives a financial or other material gain as a result of a direct or indirect relationship.
- **9.2 Disclosure Required.** Any possible conflict of interest shall be disclosed to the Board of Directors by the person concerned, if that person is a director or the Chair of the Foundation, or to the Chair (or such person as the Chair may designate) if the person with the potential conflict is a staff member or any other officer.
- **9.3 Abstinence from Vote.** When any conflict of interest is relevant to a matter requiring action by the Board of Directors, the interested person shall call it to the attention of the Board of Directors or its appropriate committee and such person shall not vote on the matter; provided, however, that any director disclosing a possible conflict of interest may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof.
- **9.4 Absence from Discussion.** Unless requested to remain present during the meeting, the person having the conflict shall retire from the room in which the Board of Directors or its committee is meeting and shall not participate in the final deliberation or decision regarding the matter under consideration. However, that person shall provide the Board or committee with any and all relevant information.
- **9.5 Minutes.** The minutes of the meeting of the Board or committee shall reflect that the conflict of interest was disclosed and that the interested person was not present during the final discussion or vote and did not vote. When there is doubt as to whether a conflict of interest exists, the matter shall be resolved by a vote of the Board of Directors or its committee, excluding the person concerning whose situation the doubt has arisen.
- **9.6 Conflicts of Interest Policy.** The Board of Directors may adopt a conflicts of interest policy and procedures to implement the provisions of this Article.

9.7 Annual Review. A copy of this conflict of interest Bylaw and any conflicts of interest policy adopted by the Board shall be furnished to each director, officer and senior staff member who is presently serving the Foundation, or who may thereafter become associated with the Foundation. This policy shall be reviewed annually for the information and guidance of directors, officers and staff members. Any new directors, officers or staff members shall be advised of this policy upon undertaking the duties of such office.

ARTICLE 10 CHARITABLE PURPOSES/NEGATION OF PECUNIARY GAIN

10.1 Charitable Purposes. The Foundation is organized exclusively for charitable, scientific, literary, or educational purposes within the meaning of §501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws.

Notwithstanding any provisions of these Bylaws to the contrary, this Foundation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization qualified for tax-exempt status under §501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws. Furthermore, this Foundation shall neither conduct nor carry on any activities which subject the Foundation to liability for excise taxes imposed pursuant to §\$4941, 4942, 4943, 4944, or 4955, of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws.

No substantial part of the Foundation's activities shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Internal Revenue Code Section 501(h). The Foundation shall not participate or intervene in, nor publish or distribute statements, in any political campaign on behalf of any candidate for public office.

10.2 Negation of Pecuniary Gain. No part of the net earnings of this Foundation shall ever inure to or for the benefit of or be distributable to its directors, executive director, officers, or other private persons, except that the Foundation shall be empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes for which it was formed.

ARTICLE 11

ADMINISTRATIVE PROVISIONS

11.1 Books and Records. The Foundation shall keep at its principal or registered office copies of its current Articles of Incorporation and Bylaws; correct and adequate records of accounts and finances; minutes of the proceedings of its Board of Directors, and any minutes which may be maintained by committees of the Board of Directors; records of the name and address of each director, and of the name and address of each officer; and such other records as may be necessary

or advisable. All books and records of the Foundation shall be open at any reasonable time to inspection by any director.

- 11.2 Accounting Year. The accounting year of the Foundation shall be the twelve (12) months ending December 31.
- 11.3 Loans to Directors and Officers Prohibited. No loans or advances shall be made by the Foundation to any of its directors or officers.
- 11.4 Rules of Procedure. The Board of Directors shall appoint one (1) director to act as Chair for any term selected by the Board. The Chair of the Board of Directors, after consultation with the CEO, shall set the agenda for each Board meeting. The Chair of the Board shall also set the rules of procedure for meetings of the Board, which rules shall be consistent with these Bylaws, the Articles of Incorporation or any resolution of the Board of Directors.
- 11.5 Amendments. These Bylaws may be amended, repealed or modified, and new Bylaws adopted, by the Board.

The foregoing Amended and Restated Bylaws were adopted by the Board of Directors on the 15th day of September 2023.

Secretary

BYLAWS - 18





Equity Advisory Council Charter – Inland Northwest Energy Innovation Cluster

Draft Date: June 13, 2025

1. Purpose and Overview

The Equity Advisory Council (EAC) is a strategic body convened by the Inland Northwest Energy Innovation Cluster to ensure that the development, governance, and implementation of clean energy innovation activities are informed by inclusive, community-centered, and equity-driven principles. The EAC advises on cluster programs, initiatives, and policy engagement, with particular focus on benefits to marginalized, rural, tribal, and historically underserved communities.

2. Structure and Membership

The EAC will be composed of individuals with lived experience, professional expertise, and leadership roles in organizations that represent diverse and underserved populations. Members will serve staggered terms and represent various sectors including nonprofit, utility, tribal, educational, and public health communities.

- Co-hosted by Urbanova and WSU.
- Initial members include INTENT, Open Energy Solutions, University of Idaho, and three other energy-supporting organizations.
- The Council may expand up to 12 members, with emphasis on recruiting tribal and community voices.

3. Responsibilities

- Advise on equity and community impact for cluster outreach, proposals, and projects.
- Guide data collection, analysis, and reporting on community benefit outcomes.
- Assist in identifying local and regional equity priorities for grant proposals and new initiatives.
- Participate in summit planning and speaker recommendation from equity-focused organizations.





4. Meeting Schedule

The EAC will meet quarterly, with additional sessions as needed to support project timelines and events. The initial kickoff meeting was held June 11, 2025. The first full quarterly convening will occur July 8, 2025, with an expanded roster and strategic discussion on workforce equity.

5. Reference Frameworks and Best Practices

- The Council draws upon national energy equity best practices and case studies to inform its approach, including:
 - Pacific Northwest National Laboratory's 'Guidance for Integrating Energy Justice and Equity in Building Technology Deployment'.
 - o Greenlining Institute's Equity Framework for Clean Energy Investment.
 - o The Energy Equity Project's metrics toolkit for inclusive energy transitions.
 - o Association for Public Participation (IAP2): Spectrum of Public Participation
 - o Initiative for Energy Justice: Energy Justice Scorecard