

FIRST RESTATED BYLAWS  
OF  
RANCHO ADOBE  
FIREFIGHTERS ASSOCIATION

# Table of Contents

<b>ARTICLE 1. NAME</b>	<b>1</b>
SECTION 1.1 NAME	1
<b>ARTICLE 2. OFFICES</b>	<b>1</b>
SECTION 2.1 PRINCIPAL OFFICE	1
SECTION 2.2 OTHER OFFICES	1
<b>ARTICLE 3. PURPOSES</b>	<b>1</b>
SECTION 3.1 GENERAL PURPOSE	1
SECTION 3.2 SPECIFIC PURPOSE	1
<b>ARTICLE 4. LIMITATIONS</b>	<b>2</b>
SECTION 4.1 POLITICAL ACTIVITIES	2
SECTION 4.2 PROHIBITED ACTIVITIES	2
<b>ARTICLE 5. DEDICATION OF ASSETS</b>	<b>2</b>
SECTION 5.1 PROPERTY DEDICATED TO NONPROFIT PURPOSES	2
SECTION 5.2 DISTRIBUTION OF ASSETS UPON DISSOLUTION	2
<b>ARTICLE 6. MEMBERSHIPS</b>	<b>3</b>
SECTION 6.1 MEMBERS	3
SECTION 6.2 NON-VOTING MEMBERS	3
<b>ARTICLE 7. OFFICERS</b>	<b>3</b>
SECTION 7.1 NUMBER AND QUALIFICATIONS	3
7.1.1 <i>Number</i>	3
7.1.2 <i>Qualifications</i>	3
SECTION 7.2 CORPORATE POWERS EXERCISED BY THE EXECUTIVE COMMITTEE	4
SECTION 7.3 TERMS: ELECTION OF SUCCESSORS	4
SECTION 7.4 VACANCIES	4
7.4.1 <i>Events Causing Vacancy</i>	5
7.4.2 <i>Removal</i>	5
7.4.3 <i>No Removal on Reduction of Number of Officers</i>	5
7.4.4 <i>Resignations</i>	5
7.4.5 <i>Election to Fill Vacancies</i>	6
SECTION 7.5 REGULAR MEETINGS	6
SECTION 7.6 SPECIAL MEETINGS	6
SECTION 7.7 NOTICE OF MEETINGS	6
7.7.1 <i>Manner of Giving Notice</i>	6
7.7.2 <i>Time Requirements</i>	7
7.7.3 <i>Notice Contents</i>	7
SECTION 7.8 PLACE OF EXECUTIVE COMMITTEE MEETINGS	7
7.8.1 <i>Meetings by Telephone or Similar Communication Equipment</i>	8
SECTION 7.9 QUORUM AND ACTION OF THE EXECUTIVE COMMITTEE	8

7.9.1	<i>Quorum</i>	8
7.9.2	<i>Minimum Vote Requirements for Valid Executive Committee Action</i>	8
7.9.3	<i>When a Greater Vote Is Required for Valid Executive Committee Action</i>	8
SECTION 7.10	WAIVER OF NOTICE	9
SECTION 7.11	ADJOURNMENT	9
SECTION 7.12	NOTICE OF ADJOURNMENT	9
SECTION 7.13	CONDUCT OF MEETING	9
SECTION 7.14	ACTION WITHOUT MEETING	10
SECTION 7.15	FEES AND COMPENSATION OF OFFICERS	10
SECTION 7.16	NON-LIABILITY OF OFFICERS	10
SECTION 7.17	EMERGENCY BYLAWS	10
7.17.1	<i>When Applicable</i>	10
7.17.2	<i>Emergency Actions</i>	11
<b>ARTICLE 8. COMMITTEES</b>		<b>12</b>
SECTION 8.1	COMMITTEES OF OFFICERS	12
SECTION 8.2	MEETINGS AND ACTION OF EXECUTIVE COMMITTEE	12
SECTION 8.3	QUORUM RULES FOR EXECUTIVE COMMITTEES	13
SECTION 8.4	REVOCAION OF DELEGATED AUTHORITY	13
SECTION 8.5	NONPROFIT INTEGRITY ACT/AUDIT COMMITTEE	13
SECTION 8.6	ADVISORY COMMITTEES	14
<b>ARTICLE 9. OFFICER RESPONSIBILITIES</b>		<b>14</b>
SECTION 9.1	OFFICER RESPONSIBILITIES	14
SECTION 9.2	RESPONSIBILITIES OF OFFICERS	14
9.2.1	<i>President</i>	14
9.2.2	<i>Vice President</i>	15
9.2.3	<i>Secretary</i>	15
9.2.3.1	Bylaws	15
9.2.3.2	Minutes	15
9.2.3.3	Notices	15
9.2.3.4	Corporate Records	15
9.2.3.5	Corporate Seal and Other Duties	15
9.2.4	<i>Treasurer</i>	16
9.2.4.1	Books of Account	16
9.2.4.2	Financial Reports	16
9.2.4.3	Deposit and Disbursement of Money and Valuables	16
9.2.4.4	Bond	16
9.2.5	<i>Community Relations Officer</i>	17
9.2.6	<i>Additional Officers</i>	17
<b>ARTICLE 10. TRANSACTIONS BETWEEN RAFA AND OFFICERS</b>		<b>17</b>
SECTION 10.1	TRANSACTIONS WITH OFFICERS	17
10.1.1	<i>Interested Party Transactions</i>	17
10.1.2	<i>Requirements to Authorize Interested Party Transactions</i>	17
10.1.2.1	By the Executive Committee	17

10.1.2.2	By a Committee	18
10.1.3	<i>Material Financial Interest</i>	18
SECTION 10.2	LOANS TO OFFICERS	19
SECTION 10.3	INTERLOCKING OFFICER RESPONSIBILITIES	19
SECTION 10.4	DUTY OF LOYALTY; CONSTRUCTION WITH ARTICLE 11	19
<b>ARTICLE 11.</b>	<b>INDEMNIFICATION AND INSURANCE</b>	<b>19</b>
SECTION 11.1	DEFINITIONS	19
11.1.1	<i>“Agent”</i>	19
11.1.2	<i>“Proceeding”</i>	20
11.1.3	<i>“Expenses”</i>	20
SECTION 11.2	APPLICABILITY OF INDEMNIFICATION PROVISIONS	20
11.2.1	<i>Successful Defense by Agent</i>	20
11.2.2	<i>Settlement or Unsuccessful Defense by Agent</i>	20
SECTION 11.3	ACTIONS BROUGHT BY PERSONS OTHER THAN THE RAFA	20
11.3.1	<i>Scope of Indemnification in Third Party Proceedings</i>	21
11.3.2	<i>Required Standard of Conduct for Indemnification in Third Party Proceeding</i>	21
SECTION 11.4	ACTION BROUGHT BY OR ON BEHALF OF THE RAFA	21
11.4.1	<i>Scope of Indemnification in Proceeding By or On Behalf Of the RAFA</i>	21
11.4.2	<i>Required Standard of Conduct for Indemnification in Proceeding By or On Behalf Of the RAFA</i>	22
11.4.3	<i>Claims Settled Out of Court</i>	22
11.4.4	<i>Claims and Suits Awarded Against Agent</i>	22
SECTION 11.5	DETERMINATION OF AGENT’S GOOD FAITH CONDUCT	22
SECTION 11.6	LIMITATIONS	23
SECTION 11.7	ADVANCE OF EXPENSES	23
SECTION 11.8	CONTRACTUAL RIGHTS OF NON-OFFICERS	23
SECTION 11.9	INSURANCE	23
<b>ARTICLE 12.</b>	<b>CORPORATE RECORDS, REPORTS AND SEAL</b>	<b>24</b>
SECTION 12.1	MINUTES	24
SECTION 12.2	BOOKS AND RECORDS OF ACCOUNT	24
SECTION 12.3	ARTICLES OF INCORPORATION AND BYLAWS	24
12.3.1	<i>Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns</i>	24
SECTION 12.4	ANNUAL REPORT; STATEMENT OF CERTAIN TRANSACTIONS	25
SECTION 12.5	OFFICERS’ RIGHTS OF INSPECTION	25
SECTION 12.6	CORPORATE SEAL	25
<b>ARTICLE 13.</b>	<b>EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS</b>	<b>26</b>
SECTION 13.1	EXECUTION OF INSTRUMENTS	26
SECTION 13.2	CHECKS AND NOTES	26
SECTION 13.3	DEPOSITS	26
SECTION 13.4	GIFTS	26
<b>ARTICLE 14.</b>	<b>CONSTRUCTION AND DEFINITIONS</b>	<b>26</b>
<b>ARTICLE 15.</b>	<b>AMENDMENTS</b>	<b>27</b>

SECTION 15.1	AMENDMENT BY OFFICERS	27
<b>CERTIFICATE OF SECRETARY</b>		<b>28</b>

## ARTICLE 1. NAME

### Section 1.1 Name

The name of this corporation is the **Rancho Adobe Firefighters Association** (RAFA).

## ARTICLE 2. OFFICES

### Section 2.1 Principal Office

The principal office for the transaction of the business of the RAFA may be established at any place in Sonoma County by or within the Rancho Adobe Fire District boundaries by resolution of the Board.

### Section 2.2 Other Offices

The Board may at any time establish branch or subordinate offices at any place or places within Sonoma County or within the Rancho Adobe Fire District boundaries.

## ARTICLE 3. PURPOSES

### Section 3.1 General Purpose

The RAFA is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the [Nonprofit Corporation Law of California](#) ("California Nonprofit Corporation Law") for public, charitable and educational purposes within the meaning of [IRS Code Section 501\(c\)\(3\)](#).

### Section 3.2 Specific Purpose

The specific purpose of the Rancho Adobe Firefighters Association (RAFA) is to support the Rancho Adobe Fire Protection District, Rancho Adobe Firefighters and their families, and provide charitable and educational support to the community.

## ARTICLE 4. LIMITATIONS

### Section 4.1 Political Activities

The RAFA has been formed under [California Nonprofit Corporation Law](#) for the public, charitable and educational purposes described in [Article 3](#), and it shall be nonprofit and nonpartisan. No substantial part of the activities of the RAFA shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the RAFA shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

### Section 4.2 Prohibited Activities

The RAFA shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in [Article 3](#). The RAFA may not carry on any activity for the profit of its Officers or other private persons or distribute any gains, profits or dividends to its Officers or other persons as such. Furthermore, nothing in [Article 3](#) shall be construed as allowing the RAFA to engage in any activity not permitted to be carried on by:

- (i) a corporation exempt from federal income tax under [section 501\(c\)\(3\) of the Internal Revenue Code](#) of 1986, as amended (the "Code"); or
- (ii) a corporation, contributions to which are deductible under [section 170\(c\)\(2\) of the Internal Revenue Code](#).

## ARTICLE 5. DEDICATION OF ASSETS

### Section 5.1 Property Dedicated to Nonprofit Purposes

The property of the RAFA is irrevocably dedicated to charitable purposes. No part of the net income or assets of the RAFA shall ever inure to the benefit of any of its Officers, or to the benefit of any private person, except that the RAFA is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in [Article 3](#) hereof.

### Section 5.2 Distribution of Assets Upon Dissolution

Upon the dissolution or winding up of the RAFA, its assets remaining after payment, or provision for payment, of all debts and liabilities of the RAFA shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under [section 501\(c\)\(3\) of the Internal Revenue Code](#).

## ARTICLE 6. MEMBERSHIPS

### Section 6.1 Members

The RAFA shall designate the following as members of the Association:

- Full-time RAFD firefighters
- Part-time RAFD firefighters
- Volunteer RAFD firefighters
- RAFD Support Volunteers

### Section 6.2 Non-Voting Members

The Board may adopt policies and procedures for the admission of non-voting members or other designated members who shall have no voting rights in the RAFA as follows:

- Honorary members (retirees, past members with 15+ years with RAFD)
- District Board Members
- Volunteers

## ARTICLE 7. OFFICERS

### Section 7.1 Number and Qualifications

#### 7.1.1 Number

The authorized number of Executive Committee positions of the RAFA (“Officers”) shall be five (5).

#### 7.1.2 Qualifications

Officers must be a member of the Association as defined in [Section 6.1](#).



## **Section 7.2 Corporate Powers Exercised by the Executive Committee**

Subject to the provisions of the Articles of Incorporation of the RAFA (the “Articles of Incorporation”), California Nonprofit Corporation Law and any other applicable laws, the business and affairs of the RAFA shall be managed, and all corporate powers shall be exercised, by or under the direction of the Executive Committee (the “Officers”). The Officers may delegate the management of the activities of the RAFA to any person or persons, management company or committee however composed, provided that the activities and affairs of the RAFA shall be managed and all corporate powers shall be exercised under the ultimate direction of the Officers.

## **Section 7.3 Terms: Election of Successors**

The Officers, except those appointed in accordance with [Section 9.2.6](#), shall be elected by the members at the annual meeting of the RAFA and each shall serve at the discretion of the members until their successor is elected.

Officers shall be elected at each annual meeting for varying terms as defined below:

- President, one-year term
- Vice President, one-year term with automatic appointment to President
- Treasurer, one-year term
- Secretary, one-year term
- Community Relations Officer, two-year term

Each Officer, including an Officer elected to fill a vacancy, shall hold office until the expiration of the term for which they were elected and until the election and qualification of a successor, or until that Officer’s earlier resignation or removal in accordance with these Bylaws and [California Nonprofit Corporation Law](#). By resolution, the Officers may arrange for terms to be staggered.

## **Section 7.4 Vacancies**

A vacancy in any office described in [Section 7.4.1](#), or any other cause, shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided that such vacancies shall be filled as they occur and not on an annual basis. In the event of a vacancy in any office other than the President or one appointed in accordance with [Section 9.2.6](#), such vacancy shall be filled temporarily by appointment by the President, or if none, by the Vice President, and the appointee shall remain in office for 60 days, or until the next regular meeting of the Board, whichever comes first. Thereafter, the position can be filled only by action of the Executive Committee.

### **7.4.1 Events Causing Vacancy**

A vacancy or vacancies on the Executive Committee shall be deemed to exist on the occurrence of the following:

- (i) the death, resignation, removal, or disqualification of any Officer;
- (ii) whenever the number of authorized Officers is increased; or

(iii) the failure of the Board, at any meeting at which any Officers are to be elected, to elect the full authorized number of Officers.

#### 7.4.2 Removal

Any Officer may be removed, with or without cause, by the members, at any regular or special meeting, or at the annual meeting of the RAFA.

The Executive Committee may by resolution declare vacant the office of an Officer who has been declared of unsound mind by an order of court, or convicted of a felony, or found by final order or judgment of any court to have breached a duty under [California Nonprofit Corporation Law](#).

The Executive Committee may by a majority vote of the Officers who meet all of the required qualifications to be an Officer set forth in [Section 7.1.2](#), declare vacant the office of any Officer who fails or ceases to meet any required qualification that was in effect at the beginning of that Officer's current term of office.

Officers may be removed without cause by a majority of Officers then in office.

#### 7.4.3 No Removal on Reduction of Number of Officers

No reduction of the authorized number of Officers shall have the effect of removing any Officer before that Officer's term of office expires unless the reduction also provides for the removal of that specified Officer in accordance with these Bylaws and [California Nonprofit Corporation Law](#).

#### 7.4.4 Resignations

Any Officer may resign by giving written notice to the RAFA. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any of the RAFA under any contract to which the Officer is a party.

No Officer may resign if the RAFA would then be left without a duly elected Officer or Officers in charge of its affairs, except upon notice to the [California Attorney General](#) (the "Attorney General").

#### 7.4.5 Election to Fill Vacancies

If there is a vacancy on the Executive Committee, including a vacancy created by the removal of an Officer, the Officers may fill such vacancy by electing an additional officer as soon as practicable after the vacancy occurs. If the number of

Officers then in office is less than a quorum, as defined in [Section 7.9](#), additional officers may be elected to fill such vacancies by

- (i) the unanimous written consent of the Officers then in office,
- (ii) the affirmative vote of a majority of the Officers in office at a meeting held according to notice or waivers complying with [section 5211 of the California Nonprofit Corporation Law](#), or
- (iii) a sole remaining Officer.

## **Section 7.5 Regular Meetings**

Regular meetings of the RAFA are held on the first Tuesday of each month at a time and place as the Executive Committee may fix from time to time by resolution. Each year, the Officers shall hold at least one meeting, at a time and place fixed by the Executive Committee, for the purposes of election of Officers, appointment of Officers, review and approval of the budget and transaction of other business. This meeting is sometimes referred to in these Bylaws as the “annual meeting.”

## **Section 7.6 Special Meetings**

Special meetings of the Executive Committee for any purpose may be called at any time by the President, the Vice President, or any two Officers.

## **Section 7.7 Notice of Meetings**

### **7.7.1 Manner of Giving Notice**

Except when the time and place of a regular meeting is set by the Officers by resolution in advance, as permitted by [Section 7.5](#), notice of the time and place of all regular and special meetings shall be given to each Officer by one of the following methods:

Personal delivery of oral or written notice;

First-class mail, postage paid;

Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or

Electronic mail (“e-mail”) or other means of electronic transmission if the recipient has consented to accept notices in this manner.

All such notices shall be given or sent to the Officer’s address, phone number, facsimile number or e-mail address as shown on the records of the RAFA. Any oral notice given personally or by telephone may be communicated directly to the Officer or to a person who would reasonably be expected to promptly communicate such notice to the Officer. Notice of regular meetings may be given

in the form of a calendar or schedule that sets forth the date, time and place of more than one regular meeting

#### 7.7.2 Time Requirements

Notices sent by first-class mail shall be deposited into a United States mail box at least four days before the time set for the meeting. Notices given by personal delivery, telephone, voice messaging system or other system or technology designed to record and communicate messages, facsimile, e-mail or other electronic transmission shall be delivered at least 48 hours before the time set for the meeting.

#### 7.7.3 Notice Contents

The notice shall state the time and place for the meeting, except that if the meeting is scheduled to be held at the principal office of the RAFA, the notice shall be valid even if no place is specified. The notice need not specify the purpose of the meeting unless required to elsewhere in these Bylaws.

### **Section 7.8 Place of Executive Committee Meetings**

Regular and special meetings of the Officers may be held at any place within or outside the state that has been designated in the notice of the meeting, or, if not stated in the notice or, if there is no notice, designated by resolution of the Officers. If the place of a regular or special meeting is not designated in the notice or fixed by a resolution of the Officers, it shall be held at the principal office of the RAFA.

### 7.8.1 Meetings by Telephone or Similar Communication Equipment

#### Meetings by Telephone or Similar Communication Equipment

Any meeting may be held by conference telephone, video chat platform, or other communications equipment permitted by [California Nonprofit Corporation Law](#), as long as all Officers participating in the meeting can communicate with one another and all other requirements of [California Nonprofit Corporation Law](#) are satisfied. All such Officers shall be deemed to be present in person at such meeting.

## **Section 7.9 Quorum and Action of the Executive Committee**

### 7.9.1 Quorum

A majority of Officers then in office (but no fewer than two Officers) shall constitute a quorum for the transaction of business, except to adjourn as provided in [Section 7.11](#).

### 7.9.2 Minimum Vote Requirements for Valid Executive Committee Action

Every act taken or decision made by a vote of the majority of the Officers present at a meeting duly held at which a quorum is present is the act of the Executive Committee, unless a greater number is expressly required by [California Nonprofit Corporation Law](#), the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Officers from the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting.

### 7.9.3 When a Greater Vote Is Required for Valid Executive Committee Action

The following actions shall require a vote by a majority of all Officers then in office in order to be effective:

- (a) Approval of contracts or transactions in which an Officer has a direct or indirect material financial interest as described in [Section 10.1](#) (provided that the vote of any interested Officer(s) is not counted);
- (b) Creation of, and appointment to, Committees (but not advisory committees) as described in [Section 8.1](#); and
- (c) Removal of an Officer without cause as described in [Section 7.4.2](#)

### **Section 7.10 Waiver of Notice**

The transactions of any meeting of the Executive Committee, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if

- (i) a quorum is present, and
- (ii) either before or after the meeting, each of the Officers who is not present at the meeting signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes.

The waiver of notice or consent does not need to specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Also, notice of a meeting is not required to be given to any Officer who attends the meeting without protesting before or at its commencement about the lack of adequate notice. Officers can protest the lack of notice only by presenting a written protest to the Secretary either in person, by first-class mail addressed to the Secretary at the principal office of the RAFA as contained on the records of the RAFA as of the date of the protest, or by facsimile addressed to the facsimile number of the RAFA as contained on the records of the RAFA as of the date of the protest.

### **Section 7.11 Adjournment**

A majority of the Officers present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

### **Section 7.12 Notice of Adjournment**

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Officers who were not present at the time of the adjournment.

### **Section 7.13 Conduct of Meeting**

Meetings of the Executive Committee shall be presided over by the President or, if the President is absent, by the Vice President (if any) or, in the absence of each of these persons, by a chairperson of the meeting, chosen by a majority of the Officers present at the meeting. The Secretary shall act as secretary of all meetings of the Executive Committee, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Officers from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the RAFA.

### **Section 7.14 Action Without Meeting**

Any action required or permitted to be taken by the Executive Committee may be taken without a meeting, if all members of the Executive Committee, individually or collectively, consent in

writing to the action. For the purposes of this [Section 7.14](#) only, “all members of the Executive Committee” shall not include any “interested Officer” as defined in [section 5233 of the California Nonprofit Corporation Law](#). Such written consent shall have the same force and effect as a unanimous vote of the Executive Committee taken at a meeting. Such written consent or consents shall be filed with the minutes of the proceedings of the Executive Committee.

Written consent may be transmitted by first-class mail, messenger, courier, facsimile, e-mail or any other reasonable method satisfactory to the President.

### **Section 7.15 Fees and Compensation of Officers**

The RAFA shall not pay any compensation to Officers for services rendered to the RAFA as Officers, except that Officers may be reimbursed for expenses incurred in the performance of their duties to the RAFA, in reasonable amounts as approved by the Executive Committee.

Also, Officers may not be compensated for rendering services to the RAFA in a capacity other than as Officers, unless such compensation is reasonable and further provided that not more than 49% of the persons serving as Officers may be “interested persons” which, for purposes of this Section 7.15 only, means:

- (a) any person currently being compensated by the RAFA for services rendered to it within the previous 12 months, whether as a full or part-time Officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to an Officer as Officer; or
- (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

### **Section 7.16 Non-Liability of Officers**

The Officers shall not be personally liable for the debts, liabilities, or other obligations of the RAFA.

### **Section 7.17 Emergency Bylaws**

#### **7.17.1 When Applicable**

Notwithstanding anything to the contrary herein, [Section 7.17](#) applies solely during an emergency, which is the limited period of time during which a quorum cannot be readily convened for action as a result of the following events or circumstances until the event or circumstance has subsided or ended and a quorum can be readily convened in accordance with the notice and quorum requirements in [Section 7.7](#) and [Section 7.9](#):

- (a) A natural catastrophe, including, but not limited to, a hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought, or, regardless of cause, any fire, flood, or explosion;

- (b) An attack on this state or nation by an enemy of the United States of America, or on receipt by this state of a warning from the federal government indicating that an enemy attack is probable or imminent;
- (c) An act of terrorism or other manmade disaster that results in extraordinary levels of casualties or damage or disruption severely affecting the infrastructure, environment, economy, government function, or population, including, but not limited to, mass evacuations; or  
A state of emergency proclaimed by the governor of the state in which one or more Officers are resident, or by the President of the United States.

#### 7.17.2 Emergency Actions

In anticipation of or during an emergency, the Executive Committee may take either or both of the following actions necessary to conduct the RAFA’s ordinary business operations and affairs:

- (a) Modify lines of succession to accommodate the incapacity of any officer, employee, or agent resulting from the emergency;
- (b) Relocate the principal office or authorize the officers to do so.

During an emergency, the Executive Committee may take either or both of the following actions necessary to conduct the RAFA’s ordinary business operations and affairs:

- (a) Give notice to an Officer or Officers in any practicable manner under the circumstances when notice of a meeting of the Executive Committee cannot be given to that Officer or Officers in the manner prescribed by [Section 7.7](#);
- (b) Deem that one or more officers present at an Executive Committee meeting is an Officer, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum.

During an emergency the Executive Committee may not take any action that is not in the RAFA’s ordinary course of business. Any actions taken in good faith during an emergency under this section bind the RAFA and may not be used to impose liability on an officer, employee, or agent. All provisions of the regular bylaws consistent with these emergency bylaws shall remain effective during the emergency.

## **ARTICLE 8. COMMITTEES**

### **Section 8.1 Committees of Officers**

The Executive Committee may, by resolution adopted by a majority of the Officers then in office, create one or more Committees (“Committees”), which may consist of one or more Officers, to serve at the discretion of the Executive Committee. Any Committee, to the extent



provided in the resolution of the Executive Committee, may be given the authority of the Executive Committee except that no Committee may:

- (a) approve any action for which the California Nonprofit Public Benefit Corporation Law also requires approval of the members or approval of a majority of all members;
- (b) fill vacancies on the Executive Committee or in any Committee which has the authority of the Executive Committee;
- (c) fix compensation of the Officers for serving on the Executive Committee or on any Committee;
- (d) amend or repeal Bylaws or adopt new Bylaws;
- (e) amend or repeal any resolution of the Executive Committee which by its express terms is not so amendable or repealable;
- (f) appoint any other Committees or the members of these Committees;
- (g) expend RAFA funds to support a nominee for Officer after more persons have been nominated than can be elected; or
- (h) approve any transaction between the RAFA and
  - (i) one or more of its Officers or
  - (ii) any entity in which one or more of its Officers have a material financial interest unless the conditions of [Section 10.1.3](#) are satisfied.

## **Section 8.2 Meetings and Action of Executive Committee**

Meetings and action of Committees shall be governed by, and held and taken in accordance with, the provisions of [Article 7](#) concerning meetings of Officers, with such changes in the context of [Article 7](#) as are necessary to substitute the Committee and its members for the Executive Committee and its members, except that the time for regular meetings of Committees may be determined by resolution of the Executive Committee, and special meetings of Committees may also be called by resolution of the Executive Committee. Minutes shall be kept of each meeting of any Committee and shall be filed with the corporate records. The Committee shall report to the Executive Committee from time to time as required. The Executive Committee may adopt rules for the governance of any Committee not inconsistent with the provisions by these Bylaws. In the absence of rules adopted by the Executive Committee, the Committee may adopt such rules.

## **Section 8.3 Quorum Rules for Executive Committees**

A majority of the Committee members shall constitute a quorum for the transaction of Committee business, except to adjourn. A majority of the Committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the Committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee, subject to the provisions of the [California Nonprofit Corporation Law](#) relating to actions that require a majority vote of the entire Executive Committee. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Committee members, if any action taken is approved by at least a majority of the required quorum for that meeting.

#### **Section 8.4 Revocation of Delegated Authority**

The Executive Committee may, at any time, revoke or modify any or all of the authority that the Executive Committee has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the RAFA.

#### **Section 8.5 Nonprofit Integrity Act/Audit Committee**

In any fiscal year in which the RAFA receives or accrues gross revenues of two million dollars or more (excluding grants from, and contracts for services with, governmental entities for which the governmental entity requires an accounting of the funds received), the Executive Committee shall

- (i) prepare annual financial statements using generally accepted accounting principles that are audited by an independent certified public accountant (“CPA”) in conformity with generally accepted auditing standards;
- (ii) make the audit available to the Attorney General and to the public on the same basis that the Internal Revenue Service Form 990 is required to be made available; and
- (iii) appoint an Audit Committee.

The Audit Committee shall not include paid or unpaid staff or employees of the RAFA, including, if staff members or employees, the President or the Treasurer. If there is a finance committee, members of the finance committee shall constitute less than 50% of the membership of the Audit Committee and the chairperson of the Audit Committee shall not be a member of the finance committee. Subject to the supervision of the Executive Committee, the Audit Committee shall:

- (a) make recommendations to the Executive Committee on the hiring and firing of the CPA;
- (b) confer with the CPA to satisfy Audit Committee members that the financial affairs of the RAFA are in order;
- (c) approve non-audit services by the CPA and ensure such services conform to standards in the Yellow Book issued by the United States Comptroller General; and
- (d) if requested, negotiate the CPA’s compensation on behalf of the Executive Committee.

#### **Section 8.6 Advisory Committees**

The Executive Committee may create one or more advisory committees to serve at the pleasure of the Executive Committee. Appointments to such advisory committees need not, but may, be Officers. The Executive Committee shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Executive Committee before being given effect.

### **ARTICLE 9. OFFICER RESPONSIBILITIES**

## **Section 9.1 Officer Responsibilities**

The officers of the RAFA (“Officers”) shall be a President, a Vice President, a Secretary, a Treasurer, and a Community Relations Officer. The Executive Committee shall have the power to designate additional Officers who also need not be Officers, with such duties, powers, titles and privileges as the Officers may fix, including such Officers as may be appointed in accordance with [Section 9.2.6](#). Any number of offices may be held by the same person, except that the Secretary or the Treasurer may not serve concurrently as the President.

## **Section 9.2 Responsibilities of Officers**

### **9.2.1 President**

The president of the RAFA (the “President”) shall preside at meetings of the Executive Committee and exercise and perform such other powers and duties as may from time to time be assigned by the Executive Committee or prescribed by these Bylaws. If no other person is designated as the chief executive, the President shall, in addition, be the chief executive.

### **9.2.2 Vice President**

The vice president of the RAFA (the “Vice President”) shall, in the absence or disability of the President, perform all the duties of the President and, when so acting, have all the powers of and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as may be prescribed by the Executive Committee.

### **9.2.3 Secretary**

The secretary of the RAFA (the “Secretary”) shall attend to the following:

#### **9.2.3.1 Bylaws**

The Secretary shall certify and keep or cause to be kept at the principal office of the RAFA the original or a copy of these Bylaws as amended to date.

#### **9.2.3.2 Minutes**

The Secretary shall keep or cause to be kept minutes as described in [Section 12.1](#).

#### **9.2.3.3 Notices**

The Secretary shall give, or cause to be given, notice of all meetings of the Executive Committee in accordance with these Bylaws.

9.2.3.4 Corporate Records

Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Officer, or to their agent or attorney, these Bylaws and the minute book.

9.2.3.5 Corporate Seal and Other Duties

The Secretary shall keep or cause to be kept the seal of the RAFA, if any, in safe custody, and shall have such other powers and perform such other duties incident to the office of Secretary as may be prescribed by the Executive Committee or these Bylaws

9.2.4 Treasurer

The treasurer of the RAFA (the "Treasurer") shall attend to the following:

9.2.4.1 Books of Account

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and transactions of the RAFA, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Officer at all reasonable times

9.2.4.2 Financial Reports

The Treasurer shall prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports

9.2.4.3 Deposit and Disbursement of Money and Valuables

The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the RAFA with such depositories as may be designated by the Executive Committee; shall disburse, or cause to be disbursed, the funds of the RAFA as may be ordered by the Executive Committee; shall render, or cause to be rendered to the President and Officers, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the RAFA; and shall have other powers and perform such

other duties incident to the office of Treasurer as may be prescribed by the Executive Committee or these Bylaws

9.2.4.4 Bond

If required by the Executive Committee, the Treasurer shall give the RAFA a bond in the amount and with the surety or sureties specified by the Executive Committee for faithful performance of the duties of the office held and for restoration to the RAFA of all its books, papers, vouchers, money, and other property of every kind in their possession or under their control on their death, resignation, retirement, or removal from office.

9.2.5 Community Relations Officer

The Community Relations Officer of the RAFA shall plan, develop, implement, and organize events and volunteers to advance the purpose and goals of the RAFA.

9.2.6 Additional Officers

The Executive Committee may empower the President to appoint or remove such other Officers as the business of the RAFA may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Executive Committee from time to time may determine.

## ARTICLE 10. TRANSACTIONS BETWEEN RAFA AND OFFICERS

### Section 10.1 Transactions with Officers

10.1.1 Interested Party Transactions

Except as described in [Section 10.1.2](#), the RAFA shall not be a party to any transaction:

- (a) in which one or more of its Officers has a material financial interest, or
- (b) with any corporation, firm, association, or other entity in which one or more Officers has a material financial interest.

10.1.2 Requirements to Authorize Interested Party Transactions

10.1.2.1 By the Executive Committee

The RAFA shall not be a party to any transaction described in [Section 10.1.1](#) unless:

- (a) the RAFA enters into the transaction for its own benefit;
- (b) the transaction is fair and reasonable to the RAFA at the time the transaction is entered into;
- (c) prior to consummating the transaction or any part thereof, the Executive Committee authorizes or approves the transaction in good faith, by a vote of a majority of Officers then in office (without counting the vote of the interested Officers), and with knowledge of the material facts concerning the transaction and the interested Officer's financial interest in the transaction;
- (d) prior to authorizing or approving the transaction, the Executive Committee considers and in good faith determines after reasonable investigation that the RAFA could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and
- (e) the minutes of the Executive Committee meeting at which such action was taken reflect that the Executive Committee considered and made the findings described in paragraphs (a) through (d) of this [Section 10.1.2](#).

#### 10.1.2.2 By a Committee

A Committee shall not approve a transaction described in [Section 10.1.1](#) unless:

- (a) the Committee approves the transaction in a manner consistent with the standards set forth in [Section 10.1.2.1](#);
- (b) it was not reasonably practicable to obtain approval of the transaction by the Executive Committee prior to entering into the transaction; and  
the Executive Committee, after determining in good faith that the two above-enumerated conditions of this [Section 10.1.2.2](#) are satisfied, ratifies the transaction at its next meeting by a vote of the majority of the Officers in office without counting the vote of the interested Officer or Officers.

#### 10.1.3 Material Financial Interest

An Officer shall not be deemed to have a "material financial interest" in a transaction:

- (a) that fixes the compensation of an Officer as an Officer;
- (b) if the contract or transaction is part of a public or charitable program of the RAFA and it (1) is approved or authorized by the RAFA in good faith and without unjustified favoritism, and (2) results in a benefit to one or

- more Officers or their families only because they are in the class of persons intended to be benefited by the program; or
- (c) where the interested Officer has no actual knowledge of the transaction and it does not exceed the lesser of one percent of the gross receipts of the RAFA for the preceding year or \$100,000.

### **Section 10.2 Loans to Officers**

The RAFA shall not make any loan of money or property to or guarantee the obligation of any Officer, unless approved by the Attorney General; except that the RAFA may advance money to an Officer for expenses reasonably anticipated to be incurred in the performance of duties of such Officer, if in the absence of such advance, such Officer would be entitled to be reimbursed for such expenses by the RAFA.

### **Section 10.3 Interlocking Officer Responsibilities**

No contract or other transaction between the RAFA and any corporation, firm or association of which one or more Officers are officers is either void or voidable because such Officer(s) are present at the Executive Committee meeting that authorizes, approves or ratifies the contract or transaction, if

- (i) the material facts as to the transaction and as to such Officer's other officer responsibilities are fully disclosed or known to the Executive Committee, and the Executive Committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common Officer(s) (subject to the quorum provisions of [Article 7](#)); or if
- (ii) the contract or transaction is just and reasonable as to the RAFA at the time it is authorized, approved or ratified.

### **Section 10.4 Duty of Loyalty; Construction with Article 11**

Nothing in this [Article 10](#) shall be construed to derogate in any way from the absolute duty of loyalty that every Officer owes to the RAFA. Furthermore, nothing in this [Article 10](#) shall be construed to override or amend the provisions of [Article 11](#). All conflicts between the two articles shall be resolved in favor of [Article 11](#).

## **ARTICLE 11. INDEMNIFICATION AND INSURANCE**

### **Section 11.1 Definitions**

For purpose of this Article 11,

#### **11.1.1 "Agent"**

means any person who is or was an Officer, employee, or other agent of the RAFA, or is or was serving at the request of the RAFA as an Officer, employee, or

agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was an Officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the RAFA or of another enterprise at the request of the predecessor corporation;

11.1.2 “Proceeding”

means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

11.1.3 “Expenses”

includes, without limitation, all attorneys’ fees, costs, and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of their position or relationship as Agent and all attorneys’ fees, costs, and other expenses reasonably incurred in establishing a right to indemnification under this [Article 11](#).

**Section 11.2 Applicability of Indemnification Provisions**

11.2.1 Successful Defense by Agent

To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this [Article 11](#), or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim.

11.2.2 Settlement or Unsuccessful Defense by Agent

If an Agent either settles any proceeding referred to in this [Article 11](#), or any claim, issue, or matter therein, or sustains a judgment rendered against him, then the provisions of [Section 11.3](#) through [Section 11.6](#) shall determine whether the Agent is entitled to indemnification.

**Section 11.3 Actions Brought by Persons Other than the RAFA**

This Section 11.3 applies to any proceeding other than an action “by or on behalf of the corporation” as defined in [Section 11.4](#). Such proceedings that are not brought by or on behalf of the RAFA are referred to in this Section 11.3 as “Third Party proceedings.”



#### 11.3.1 Scope of Indemnification in Third Party Proceedings

Subject to the required findings to be made pursuant to [Section 11.3.2](#), the RAFA shall indemnify any person who was or is a party, or is threatened to be made a party, to any Third Party proceeding, by reason of the fact that such person is or was an Agent, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

#### 11.3.2 Required Standard of Conduct for Indemnification in Third Party Proceeding

Any indemnification granted to an Agent in [Section 11.3.1](#) above is conditioned on the following. The Executive Committee must determine, in the manner provided in [Section 11.5](#), that the Agent seeking reimbursement acted in good faith, in a manner they reasonably believed to be in the best interest of the RAFA, and, in the case of a criminal proceeding, they must have had no reasonable cause to believe that their conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner they reasonably believed to be in the best interest of the RAFA or that they had reasonable cause to believe that their conduct was unlawful.

### **Section 11.4 Action Brought By or On Behalf Of the RAFA**

This Section 11.4 applies to any proceeding brought

- (i) by or in the right of the RAFA, or
- (ii) by an Officer or person granted relator status by the Attorney General, or by the Attorney General, on the ground that the defendant Officer was or is engaging in self-dealing within the meaning of [section 5233 of the California Nonprofit Corporation Law](#), or
- (iii) by the Attorney General or person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust (any such proceeding is referred to in these Bylaws as a proceeding “by or on behalf of the RAFA”).

#### 11.4.1 Scope of Indemnification in Proceeding By or On Behalf Of the RAFA

Subject to the required findings to be made pursuant to [Section 11.4.2](#), and except as provided in [Section 11.4.3](#) and [Section 11.4.4](#), the RAFA may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by or on behalf of the RAFA, by reason of the fact that such person is or was an Agent, for all expenses actually and reasonably incurred in connection with the defense or settlement of such action.

#### 11.4.2 Required Standard of Conduct for Indemnification in Proceeding By or On Behalf Of the RAFA

Any indemnification granted to an Agent in [Section 11.4.1](#) is conditioned on the following. The Executive Committee must determine, in the manner provided in [Section 11.5](#), that the Agent seeking reimbursement acted in good faith, in a manner they believed to be in the best interest of the RAFA and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

#### 11.4.3 Claims Settled Out of Court

If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the RAFA, with or without court approval, the Agent shall receive no indemnification for amounts paid pursuant to the terms of the settlement or other disposition. Also, in cases settled or otherwise disposed of without court approval, the Agent shall receive no indemnification for expenses reasonably incurred in defending against the proceeding, unless the proceeding is settled with the approval of the Attorney General as provided in [Section 11.4.4](#).

#### 11.4.4 Claims and Suits Awarded Against Agent

If any Agent is adjudged to be liable to the RAFA in the performance of the Agent's duty to the RAFA, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under [Section 11.4.1](#) for expenses actually and reasonably incurred in connection with the defense of that action shall be made only if both of the following conditions are met:

- (a) The determination of good faith conduct required by [Section 11.4.2](#) must be made in the manner provided for in [Section 11.5](#); and
- (b) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

### **Section 11.5 Determination of Agent's Good Faith Conduct**

The indemnification granted to an Agent in [Section 11.3](#) and [Section 11.4](#) is conditioned on the findings required by those Sections being made by:

- (a) the Executive Committee by a majority vote of a quorum consisting of Officers who are not parties to the proceeding; or
- (b) the court in which the proceeding is or was pending. Such determination may be made on application brought by the RAFA or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney, or other person is opposed by the RAFA.

## **Section 11.6 Limitations**

No indemnification or advance shall be made under this [Article 11](#), except as provided in [Section 11.2.1](#) or [Section 11.5\(b\)](#), in any circumstances when it appears:

- (a) that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, as amended, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

## **Section 11.7 Advance of Expenses**

Expenses incurred in defending any proceeding may be advanced by the RAFA before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this [Article 11](#).

## **Section 11.8 Contractual Rights of Non-Officers**

Nothing contained in this [Article 11](#) shall affect any right to indemnification to which persons other than Officers of the RAFA, or any of its subsidiaries, may be entitled by contract or otherwise.

## **Section 11.9 Insurance**

The Executive Committee may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this [Article 11](#), against any liability asserted against or incurred by any Agent in such capacity or arising out of the Agent's status as such, whether or not the RAFA would have the power to indemnify the Agent against the liability under the provisions of this [Article 11](#). To the extent such insurance is reasonable obtainable, RAFA shall maintain individual liability insurance for its officers providing coverage for negligent acts or omissions in their official capacities. The minimum coverage for such insurance shall be at least one million dollars.

# **ARTICLE 12. CORPORATE RECORDS, REPORTS AND SEAL**

## **Section 12.1 Minutes**

The RAFA shall keep a minute book in written form which shall contain a record of all actions by the Executive Committee or any committee including

- (i) the time, date and place of each meeting;
- (ii) whether a meeting is regular or special and, if special, how called;

- (iii) the manner of giving notice of each meeting and a copy thereof;
- (iv) the names of those present at each meeting of the Executive Committee or any Committee thereof;
- (v) the minutes of all meetings;
- (vi) any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof;
- (vii) all written consents for action without a meeting;
- (viii) all protests concerning lack of notice; and
- (ix) formal dissents from Executive Committee actions.

## **Section 12.2 Books and Records of Account**

The RAFA shall keep adequate and correct books and records of account. "Correct books and records" include, but is not necessarily limited to: accounts of properties and transactions, its assets, liabilities, receipts, disbursements, gains, and losses.

## **Section 12.3 Articles of Incorporation and Bylaws**

The RAFA shall keep at its principal office, the original or a copy of the Articles of Incorporation and Bylaws as amended to date.

### **12.3.1 Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns**

The RAFA shall at all times keep at its principal office a copy of its federal tax exemption application and, for three years from their date of filing, its annual information returns. These documents shall be open to public inspection and copying to the extent required by the Code.

## **Section 12.4 Annual Report; Statement of Certain Transactions**

The Executive Committee shall cause an annual report to be sent to each Officer within 120 days after the close of the RAFA's fiscal year containing the following information:

- (a) The assets and liabilities of the RAFA, including the trust funds, as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the RAFA, both unrestricted and restricted to particular purposes, for this fiscal year;
- (d) The expenses or disbursements of the RAFA for both general and restricted purposes during the fiscal year;
- (e) A statement of any transaction (i) to which the RAFA was a party, (ii) which involved more than \$50,000 or which was one of a number of such transactions with the same person involving, in the aggregate, more than \$50,000, and (iii) in which either of the following interested persons had a direct or indirect material financial interest:
  - (1) Any Officer of the RAFA;
  - (2) Member of the RAFA.

The statement shall include: (i) a brief description of the transaction; (ii) the names of interested persons involved; (iii) their relationship to the RAFA; (iv) the nature of their interest in the transaction, and; (v) when practicable, the amount of that interest, provided that, in the case of a partnership in which such person is a partner, only the interest of the partnership need be stated.

- (f) A brief description of the amounts and circumstances of any loans, guaranties, indemnifications, or advances aggregating more than \$10,000 paid during the fiscal year to any Officer under Article 10 or Article 11.

## **Section 12.5 Officers' Rights of Inspection**

Every Officer shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of the RAFA and each of its subsidiaries. The inspection may be made in person or by the Officer's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

## **Section 12.6 Corporate Seal**

The corporate seal, if any, shall be in such form as may be approved from time to time by the Executive Committee. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

## **ARTICLE 13. EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

### **Section 13.1 Execution of Instruments**

The Executive Committee, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or agent of the RAFA to enter into any contract or execute and deliver any instrument in the name of and on behalf of the RAFA, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the RAFA by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

### **Section 13.2 Checks and Notes**

Except as otherwise specifically determined by resolution of the Executive Committee, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the RAFA shall be signed by two of three Executive Committee members; the Treasurer, the Secretary, or the President.

### **Section 13.3 Deposits**

All funds of the RAFA shall be deposited from time to time to the credit of the RAFA in such banks, trust companies, or other depositories as the Executive Committee may select.

### **Section 13.4 Gifts**

The Executive Committee may accept on behalf of the RAFA any contribution, gift, bequest, or devise for the charitable or public purposes of the RAFA.

## **ARTICLE 14. CONSTRUCTION AND DEFINITIONS**

Unless the context requires otherwise, the general provisions, rules of construction, and definitions of California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both the RAFA and a natural person. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

## ARTICLE 15. AMENDMENTS

### Section 15.1 Amendment by Officers

The Executive Committee may adopt, amend or repeal bylaws. Such power is subject to the following limitations:

- (a) Where any provision of these Bylaws requires the vote of a larger proportion of the Executive Committee than otherwise is required by law, such provision may not be altered, amended or repealed except by the vote of such greater number.
- (b) No amendment may extend the term of an Officer beyond that for which such Officer was elected.
- (c) If bylaws are adopted, amended or repealed at a meeting of the Executive Committee, such action is authorized only at a duly called and held meeting for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefor, is given in accordance with these Bylaws, unless such notice is waived in accordance with these Bylaws.

## CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the **Rancho Adobe Firefighters Association ("RAFA")**, a California nonprofit public benefit corporation; that these Bylaws, consisting of 27 pages, are the Bylaws of this Corporation as adopted by the Executive Committee on \_\_\_\_\_; and that these Bylaws have not been amended or modified since that date.

Executed on \_\_\_\_\_ at \_\_\_\_\_, California

\_\_\_\_\_  
NAME  
Secretary