

# **AMENDED AND RESTATED BYLAWS OF EAST DIABLO YOUTH SOCCER LEAGUE (A California Nonprofit Public Benefit Corporation)**

## **ARTICLE I NAME**

**Section 1.01** The name of the organization is East Diablo Youth Soccer League which shall also operate under the name “East County Revolution Football Club” (the "**Corporation**", "**Club**" or "**ECRFC**").

## **ARTICLE II OFFICES**

**Section 2.01** The principal office of the Corporation shall be located at such place within the County of Contra Costa, State of California as shall be fixed from time to time by resolution of the Board of Directors (the "**Board**").

## **ARTICLE III PURPOSE**

**Section 3.01 Purpose.** ECRFC has been formed as a Nonprofit Organization, for community service purposes, to provide the following services to Brentwood, Discovery Bay, Oakley, and nearby unincorporated surrounding areas:

1. To offer high-quality, diverse, year-round soccer among youth U19 or younger, regardless of race, color, religion, age, sex, national origin, sexual orientation and/or ability, within its boundaries and promote good sportsmanship and the enjoyment of soccer among coaches, referees, youths and their parents and/or guardians.

2. Corporation shall hold and may exercise all such powers as may be conferred upon a Nonprofit Organization by the laws of the State of California and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of Corporation. In no event shall Corporation engage in activities, which are not permitted to be carried on by an Organization exempt under Section 501(c)(3) of the Internal Revenue Code.

**Section 3.02 Non-Partisan Activities.** ECRFC has been formed under the California Nonprofit Public Benefit Corporation Law (the "**Law**") for the charitable purposes described above, and it shall be nonprofit and nonpartisan. No substantial part of the activities of ECRFC shall consist of the carrying on of propaganda or otherwise attempting to influence legislation. ECRFC shall not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

**Section 3.03 Dedication of Assets.** The properties and assets of the Corporation are irrevocably dedicated to charitable purposes.

**Section 3.04 Allocation of Assets on Liquidation, Dissolution, or Merger of Organization.** On liquidation or dissolution of Corporation, all remaining properties and assets of ECRFC shall be distributed and paid over, as directed by the ECRFC Officers, to an organization dedicated to charitable purposes which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, preferably such organization shall be one operating for the benefit of youth soccer.

**Section 3.05 Club Affiliations.** ECRFC shall be an affiliated branch or member of a governing body approved by United States Soccer Federation (U.S.S.F.), including but not limited to, U.S Club Soccer or the United States Youth Soccer Association (U.S.Y.S.A.), e.g., California Youth Soccer Association (C.Y.S.A.).

## **ARTICLE IV MEMBERS**

**Section 4.01 Membership.** Membership in the Corporation shall be open to all persons who meet the requirements set forth in Section 4.03 herein. Membership entitles each member to the rights set forth in this Article IV but does not grant any ownership rights in or distribution rights from the Corporation. No member may transfer a membership and all rights of membership cease upon the member's death.

**Section 4.02 Requirements for Membership.** To be a member of the Corporation, an individual must pay the membership fees, assessments, and any other consideration as determined by the Board. Other qualification or criteria for membership may be required as determined by the Board from time to time.

**Section 4.03 Classes of Membership.** The Corporation shall have the following categories of voting members:

(a) Youth Player: The “Family” of each player under the age of 18 currently registered (which includes payment of all registrations fees, dues and other player or team costs) with the Club shall be considered a member of the Club and shall have one vote for each such registered player. For clarification, if a Family has more than one player under the age of 18 currently registered with the Club, the Family shall still be considered a single “member” but shall have a vote for each such registered player on all matters at which members may vote. For purposes of these Bylaws, “Family” shall mean the parents or legal guardians of the player. If there is a dispute between parents or legal guardians as to the vote of the Family vote on any matter, the parents or legal guardians must agree on the vote. If the parents or legal guardians cannot agree on the vote for that Youth Player, the corporation will disregard that Youth Player’s vote. Any questions regarding who is a Family or how to determine the vote of a Family shall be decided by the Board in its sole discretion.

(b) Adult Player: Each player 18 years of age or older currently registered (which includes payment of all registrations fees, dues and other player or team costs) with the Club shall be a member of the Club and each shall have a vote.

(c) Registered Coaches: Each head coach and assistant coach currently registered with the Club shall be a member of the Club each shall have a vote.

**Section 4.04 Annual and Regular Meetings.** The Annual General Meeting of the members (“AGM”) shall be held in late January/early February on a date set by the Board of Directors. At the AGM, the members shall elect the directors and transact such other business as may come before the meeting. Regular meetings of the members shall be held at such times and places as may be fixed by the Board by resolution or as specified in the notice of the meeting.

**Section 4.05 Special Meetings.** Special meetings of the members shall be held whenever called by resolution of the Board, by the the President with approval by the Board, or by a written demand to the Secretary by five percent (5%) of the voting members. Special meetings must be held not less than thirty-five (35) days nor more than ninety (90) days after the resolution or written demand is made.

**Section 4.06 Place of Meetings.** Member meetings may be held at any place or virtually within the County of Contra Costa, State of California that is designated in the notice of the meeting though. If no place is stated in the notice or if there is no notice, meetings shall be held at the principal office of the Corporation.

**Section 4.07 Notice of Meetings.**

(a) **Notice Required.** Written notice of the place, date, and time of any member meeting where members are required or permitted to take action shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at such meeting. The Secretary, upon receiving written demand or resolution for a special meeting, shall cause such notice to be given to the members entitled to vote. If the Secretary fails to do so within twenty (20) days of receiving such written demand or resolution, the persons entitled to call the meeting may give such notice.

(b) **Delivery of Notice.** Notice shall be given to each member at his or her address or contact information as it appears on the records of the Corporation or at the address given by the member to the Corporate for purposes of notice by one of the following methods:

- (i) First-class mail, with prepaid postage thereon, or certified mail;
- (ii) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages;
- (iii) Personal delivery of oral or written notice, including by courier service; or
- (iv) Facsimile transmission, email, or other electronic means, if the member has consented to accept notices in this manner, except that notice by electronic transmission shall not be given if:

(A) the Corporation is unable to deliver two consecutive notices to the member by that means; or

(B) the inability to so deliver the notices to the member becomes known to the secretary, any assistant secretary, the transfer agent, or other person responsible for the giving of the notice.

Notice shall be deemed to have been given when sent, and if by mail, when deposited in the United States mail with prepaid postage thereon. If a member's address or contact information does not appear on the books of the Corporation or is not given, notice shall be given when addressed to the member at the Corporation's principal office or by publication at least once in a newspaper of general circulation in the county in which the principal office is located.

(c) **Timing of Notice.** Notice shall be given to each member at least ten (10) days but not more than ninety (90) days before the time set for the meeting.

(d) **Content of Notice.** The notice shall state:

(i) The place, date, and time of the meeting;

(ii) The means of electronic transmission by and to the Corporation or electronic video screen communication, if any, by which members may participate in the meeting;

(iii) In the case of a special meeting, the general nature of the business to be transacted;

(iv) In the case of a regular meeting, those matters which the board, at the time the notice is given, intends to present for action by the members; and

(v) If directors are to be elected at the meeting, the names of all those who are nominees at the time the notice is given to members.

#### **Section 4.08 Quorum and Action of the Members.**

(a) At all member meetings, a majority of the members present in person or by proxy shall constitute a quorum for the transaction of business.

(b) Any act approved by a majority of the voting power represented at the meeting at which a quorum is present, entitled to vote, and voting on any matter is the act of the members, unless the Law, the Articles of Incorporation, or these bylaws require a greater number.

(c) A meeting at which a quorum is initially present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a

majority of the members who constitute the required quorum for the meeting, or such greater number as required by the Law, the Articles of Incorporation, or these bylaws.

#### **Section 4.09 Adjournment of Meeting.**

(a) In the absence of a quorum, any member meeting may be adjourned from time to time by the vote of a majority of the votes represented either in person or by proxy, but no other business may be transacted, except as provided in Section 4.09(c). No meeting may be adjourned for more than 45 days.

(b) Notice need not be given of the adjourned meeting if the time and place thereof (or the means of electronic transmission by and to the Corporation or electronic video screen communication, if any, by which members may participate) are announced at the meeting at which the adjournment is taken. If after the adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

(c) At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting.

**Section 4.10 Voting.** Except for Youth Player members who shall have the votes set forth in Section 4.03(a) above, each other member shall be entitled to one (1) vote on each matter submitted to a member vote. The record date for determining the members entitled to vote at a member meeting shall be 30 days before the date of the meeting/fixed by the Board in advance of the meeting]. Only voting members shall be considered “members” as that term is defined in Section 5056 of the the Law. Voting members shall have the right to vote, as set forth in these Bylaws and the Law including, without limitation, on the election of directors as set forth in Section 5.05 below, on the disposition of all or substantially all of the corporation’s assets, on any merger and its principal terms and any amendment of those terms, and on any election to dissolve the corporation and shall have such other rights afforded to “members” under the Law.

#### **Section 4.11 Action Without a Meeting by Ballot.**

(a) Any action which may be taken at any regular or special meeting of the members may be taken without a meeting if the Corporation distributes a written ballot to every member entitled to vote on the matter.

(b) All solicitations of ballots shall:

(i) indicate the number of responses needed to meet the quorum requirement;

(ii) state the percentage of approvals necessary to pass the measure submitted with respect to ballots other than for the election of directors; and

(iii) specify the time by which the ballot must be received in order to be counted.

(c) The written ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Corporation.

(d) Approval by written ballot pursuant to this Section 4.12 shall be valid only when:

(i) the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action; and

(ii) the number of approvals cast by ballot equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

**Section 4.12 Proxies.** Any member entitled to vote at a member meeting or to execute consents may authorize another person or persons to act for such member by proxy. Every proxy must be in writing and signed by the member, or by email setting forth information from which it can be reasonably determined that the proxy was authorized by such member. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution. Every proxy shall be revocable at the pleasure of the member executing it.

**Section 4.13 Meeting by Remote Communication.** A meeting of the members may be conducted, in whole or in part, by electronic transmission by and to the Corporation or by electronic video screen communication. The member shall be deemed present in person or by proxy at the meeting if both of the following apply:

(a) The Corporation implements reasonable measures to provide members in person or by proxy a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with those proceedings.

(b) If any member votes or other action taken at the meeting by means of electronic transmission to the Corporation or electronic video screen communication, a record of that vote or action is maintained by the Corporation.

**Section 4.14 Expulsion, Suspension, or Termination.**

(a) **Cause for Expulsion, Suspension, or Termination.** A member may be expelled or suspended or a member's membership rights may be terminated if the Board, in good faith and according to a fair and reasonable procedure, determines that either:

(i) The member fails to pay any required registration or membership fees, assessments, or other consideration in a timely fashion after notice of the same.

(ii) The member's conduct or act violates the purpose and mission of the Corporation, these Bylaws, or the Corporation's policies.

(b) **Notice Requirements.** The Board shall provide written notice to the member of the member's expulsion, suspension, or termination and the reasons thereof. The notice shall be given fifteen (15) days before the effective date of such expulsion, suspension, or termination. Notice may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the last address of the member shown on the Corporation's records.

(c) **Member Hearing.** Any member who receives notice of such member's expulsion, suspension, or termination shall have the opportunity to be heard, either orally or in writing, at least five (5) day's before the effective date of the expulsion, suspension, or determination. Such hearing shall be before the Board or any other such person or committee authorized to decide that the expulsion, suspension, or termination not take place.

(d) **Member Obligations.** Expulsion, suspension, or termination shall not relieve the affected member from any obligation for charges incurred, services or benefits actually rendered, dues, assessments, or fees incurred before the expulsion, suspension, or termination, or arising from contract or otherwise.

**Section 4.15 Resignation.** A member may resign from membership at any time. This Section 4.15 shall not relieve the resigning member from any obligation for charges incurred, services or benefits actually rendered, dues, assessments, or fees, or arising from contract or otherwise. This Section 4.15 shall not diminish any right of the Corporation to enforce any such obligation or obtain damages for its breach. A membership issued for a period of time shall expire when such period of time has elapsed unless the membership is renewed.

## **ARTICLE V BOARD OF DIRECTORS**

### **Section 5.01 Powers.**

(a) Subject to applicable law and in accordance with the purposes and limitations set forth in the Articles of Incorporation and herein, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board.

(b) The Board may delegate the management of the Corporation's activities to any person or persons, management company, or committee however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

### **Section 5.02 Number.**

(a) The authorized number of directors of the Corporation shall be not less than 7 nor more than 11; provided that the minimum number or maximum number, or both, may be increased or decreased from time to time by resolution of the Board, but such action by the Board shall require a vote of a majority of the Entire Board (as defined in Section 5.03 below) and the approval of the members. No decrease shall shorten the term of any director then in office. The exact initial number of authorized directors shall be 9 but may be changed within the limits set forth in this Section, by resolution of the Board.

(b) The Board shall consist of the following director positions:

- (i) President
- (ii) Vice President
- (iii) Secretary
- (iv) Treasurer
- (v) Member-at-Large
- (vi) Marketing Director
- (vii) Registration Director
- (viii) Equipment & Field Director
- (ix) Operations Director

**Section 5.03 Entire Board.** As used in these bylaws, the term "**Entire Board**" shall mean the total number of directors then in office.

**Section 5.04 Qualifications.** Each director shall be at least 21 years of age with good standing in the community.

#### **Section 5.05**

#### **Section 5.06 Election and Term of Office.**

(a) **Election/Appointment of Directors.**

(i) Member-elected Directors. The members shall elect the President, Vice President, Secretary, Treasurer, and Member-a-Large.

(ii) Board-appointed Directors. The Board shall appoint the Marketing Director, Registration Director, equipment & Field Director, and Operations Director.



(b) **Term of Office.** The Member-elected Directors shall each serve a two-year term but may serve any number of consecutive terms. Member-elected Directors shall assume office on the Monday following the Annual General Meeting at which they were elected. The two-year terms of the President and Secretary shall end on even-numbered years, and the two-year terms of the Vice President, Treasurer and Member-at-Large shall end on odd-numbered years. Board-appointed Directors shall serve a two-year term but may serve any number of consecutive terms.

**Section 5.07 Newly Created Directorships and Vacancies.** Newly created directorships resulting from an increase in the authorized number of directors, and vacancies occurring for any reason, including any vacancy occurring by reason of the death, resignation, or removal of a director or the failure of the membership, at any Annual General Meeting at which any director or directors are to be elected, to elect the full authorized number of directors, may be filled at any meeting of the Board by the vote of the majority of the directors then in office, although less than a quorum, or by a sole remaining director. Each director so elected shall serve until the the end of the term of the class of directors to which the director has been so elected and until such director's successor is elected and qualified.

**Section 5.08 Removal.**

(a) Member-elected Directors may be removed at any time without cause by approval of the members, or with cause by a majority of the directors present at a board meeting where there is a quorum. Director-appointed Directors may be removed at any time without cause by 2/3 vote of the Entire Board, or with cause by a majority of the directors present at a board meeting where there is a quorum. For purposes of this Section 5.07, cause exists if the director has been declared of unsound mind by a final order of court, is convicted of a felony, or is found by final order or judgment of any court to have breached a duty under Article 3 of the California Nonprofit Corporation Law governing standards of conduct, or has three unexcused absences from Board meetings during any calendar year.

(b) No reduction of the authorized number of directors shall have the effect by itself of removing any director before the expiration of the director's term of office.

**Section 5.09 Resignation.** Any director may resign from the Board at any time by giving written notice to the Board, the President, or the Secretary of the Corporation, except if such resignation would leave the Corporation without a duly elected director. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board or such officer. The acceptance of such resignation shall not be necessary to make it effective. No resignations shall discharge any accrued obligation or duty of a director.

**Section 5.10 Annual and Regular Meetings.** The Board shall hold an annual meeting immediately after the Annual General Meeting at which meeting the Board shall appoint its officers and transact any other business as shall come before the meeting. Regular meetings of the Board shall be held at such times and places as may fixed by the Board from time to time by resolution or as specified in the notice of the meeting.

**Section 5.11 Special Meetings.** Special meetings of the Board may be held at any time upon the call of the President, the Vice President, the Secretary, or by a majority of the Entire Board, in each case at such time and place as shall be fixed by the person or persons calling the meeting, as specified in the notice thereof.

**Section 5.12 Place of Meetings.** Meetings of the Board may be held at any place within or without the County of Contra Costa, State of California that is designated in the notice of the meeting. If no place is stated in the notice or if there is no notice, meetings shall be held at the principal executive office of the Corporation unless another place has been designated by a resolution duly adopted by the Board.

**Section 5.13 Notice of Meetings.**

(a) **No Notice Required.** No notice of a regular meeting shall be required where the time and place of the meetings are fixed by these bylaws or by Board resolution, as permitted under Section 5.09. Notice of a regular or special meeting need not be given to a director who submits a signed waiver of notice before or at the meeting's commencement, or who attends the meeting without protesting (not later than the commencement of the meeting) the lack of notice to him or her.

(b) **Notice Required.** Notice of any special meeting, and of any regular meeting if the time and place are not so fixed by these bylaws or by Board resolution, shall be given to each director.

(c) **Delivery of Notice.** Notice, when required, shall be given to each director by one of the following methods:

- (i) First-class mail, with prepaid postage thereon;
- (ii) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages;
- (iii) Facsimile transmission, email, or other electronic means, if the director has consented to accept notices in this manner; or
- (iv) Personal delivery of oral or written notice, including by courier service.

Such notice shall be addressed or delivered to each director at his or her address or contact information as it appears on the records of the Corporation. Notice shall be deemed to have been given when sent, and if by mail, when deposited in the United States mail with prepaid postage thereon.

(d) **Timing of Notice.** Notice must be given to each director at least four (4) days before the time set for the meeting if by first-class mail and at least forty-eight (48) hours before the time set for the meeting if given personally, by telephone, by facsimile transmission, or by email or other electronic means.

(e) **Content of Notice.** Notice shall state the time and place where the meeting is to be held. The notice need not specify the purpose of the meeting unless required to elsewhere by these bylaws.

**Section 5.14 Quorum and Action of the Board.** The presence of a majority of the Entire Board shall constitute a quorum for the transaction of business. Any act approved by a majority of the directors present at a duly held meeting at which a quorum is present is the act of the Board, unless the California Nonprofit Corporation Law, the Articles of Incorporation, or these bylaws require a greater number. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors leaving less than a quorum, if any action is approved by at least a majority of the directors who constitute the required quorum for the meeting, or such greater number as required by the California Nonprofit Corporation Law, the Articles of Incorporation, or these bylaws.

**Section 5.15 Meeting by Remote Communication.** Members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone, electronic video screen communication, or electronic transmission by and to the Corporation. Participation by conference telephone or electronic video screen communication constitutes presence in person if all directors participating in the meeting can hear one another. Participation by electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person if each participating director can communicate concurrently with all other participating directors, each director has the means to participate in all matters before the Board, including the ability to propose or object to a specific action proposed to be taken, and the transmission creates a record that is capable of retention, retrieval, and review, and may thereafter be rendered into clearly legible tangible form.

**Section 5.16 Adjournment of Meeting.** A majority of the directors present, whether or not a quorum is present, may adjourn the meeting to another time and place. If a meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment to another time and place shall be given before the adjourned meeting to each director not present at the time of the adjournment.

**Section 5.17 Action Without a Meeting.** Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all of the directors or committee members consent to the action in writing and the number of directors or committee members then serving constitutes a quorum. For purposes of this Section 5.16 only, "all of the directors or committee members" shall not include any interested director as defined in Section 5233 of the California Nonprofit Corporation Law. The written consents shall be filed with the minutes of the proceedings of the Board or committee. The action by written consent shall have the same force and effect as a unanimous vote of the directors or committee members.

**Section 5.18 Compensation.** The Corporation shall not pay compensation to directors for services rendered to the Corporation as directors, except that directors may be reimbursed for reasonable expenses incurred in the performance of their duties to the Corporation. A director may receive reasonable compensation for the performance of services provided to the Corporation in any capacity separate from his or her responsibilities as a director when so

authorized by a majority of the directors then in office, and as long as no more than 49% of the directors are interested persons within the meaning of Section 5227 of the California Nonprofit Corporation Law.

## **ARTICLE VI COMMITTEES**

**Section 6.01 Committees of the Board.** The Board, by resolution adopted by a majority of the Entire Board, may designate one or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board and to exercise the authority of the Board to the extent provided in the resolution establishing the committee, except that no such committee shall have authority to:

- (a) Approve any action for which the California Nonprofit Corporation Law, the Articles of Incorporation, or these bylaws requires approval by the Entire Board.
- (b) Fill vacancies on the Board or in any committee which has the authority of the Board.
- (c) Amend or repeal the bylaws or adopt new bylaws.
- (d) Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable.
- (e) Appoint committees of the Board or the members thereof.
- (f) Expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (g) Approve any self-dealing transaction, except as provided in Section 5233(d)(3) of the California Nonprofit Corporation Law.

The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board or any member thereof of any responsibility imposed by law.

**Section 6.02 Quorum and Action by Committee.** Unless otherwise provided by resolution of the Board, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of a committee shall be the act of the committee. The procedures and manner of acting of the Executive Committee and the other committees of the Board shall be subject at all times to the direction of the Board.

**Section 6.03 Alternate Members.** The Board, by vote of a majority of the Entire Board, may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

**Section 6.04 Advisory Committees.** The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees

may, but need not, be directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

**Section 6.05 Executive Committee.** The President, Vice President, Secretary, and Treasurer of the Corporation, and together with any other directors appointed by the Board, shall constitute the Executive Committee. The Executive Committee shall have all the authority of the Board, except as limited by law and in Section 1 of this Article VI. Notwithstanding the foregoing, it is intended that the Executive Committee shall only act as and when necessary between meetings of the Board.

**Section 6.06 PAD Committee.** The Protest, Appeals, and Discipline (PAD) Committee shall consist of the President, Vice President, Registration Director, and Operations Director. If the Board feels there is a conflict of interest with any member of the PAD Committee then the Board shall, by a majority vote, appoint another person to serve on the PAD Committee for that hearing. The PAD Committee shall have the responsibility for hearing matters alleging violations of the By-Laws, General Procedures of ECRFC, or misapplication of the "Laws of the Game".

**Section 6.07 Grievance Committee.** Issues may arise that cannot be resolved at a team level or that transcend the management of a single team. Any player, team, coach or employee who believes they have been aggrieved by a decision so serious or time-critical as to warrant a formal grievance, appeal or protest. In the event a grievance, appeal or protest is raised to the Board of Directors, a Grievance Committee comprised of at least three Board members and the Board Secretary will be formed. This Committee will review and consider the grievance. Upon review of the details and after meeting with the interested parties, the Committee will make a recommendation to the Board. The Board will communicate any recommendations or final action to all interested parties.

**Section 6.08 Recreation (House) Committee.** The Recreational Committee shall be an advisory committee of the Board. The Recreation Committee will manage and oversee the administration of the Recreational Program and shall consist of the following eight roles: Director of Coaching (DOC), Recreational Program Coordinator (RPC), Recreational Registrar, Assistant Club Administrator, and four (4) Age Group Coordinators (AGC's) from the Recreational Program. The Committee members will meet monthly, have shared responsibilities, and as a collective will work together to run the recreational program. The responsibilities will include:

- (a) Program Marketing and Communication through the club website, social media, school e-flyers and banners.
- (b) Publishing an annual Program Calendar.
- (c) Organizing Recreational Player Clinics/Evaluations.
- (d) Identifying coaches and forming teams.
- (e) Hosting Coaching Education Events.

- (f) Ordering Uniforms, Coaching Gear and Awards.
- (g) Coordinating the Team/Club Photo Day.
- (h) Overseeing the All Stars selection and formation process.
- (i) Review of Recreational League Rules and providing recommendations for amendments to the Board.

## **ARTICLE VII OFFICERS**

**Section 7.01 Officers.** The officers of the Corporation shall consist of a President, a Vice President, a Secretary, and a Treasurer. The Board may from time to time appoint such other officers, including one or more Vice Presidents, as it may determine. One person may hold, and perform the duties of, more than one office, except that the same person may not concurrently hold the offices of President and Secretary or Treasurer.

**Section 7.02 Election and Term of Office.** The officers of the Corporation shall be elected and shall serve such terms as set forth in Section 5.05 of these Bylaws. All officers other than those holding positions as Member-elected Directors, shall be subject to the supervision and direction of the Board.

**Section 7.03 Removal.** Any officer elected or appointed by the Board may be removed at any time, with or without cause, by a vote of a majority of the Entire Board, subject to the rights, if any, of an officer under any contract of employment.

**Section 7.04 Resignation.** Any officer may resign at any time by giving 14 days written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board. The acceptance of such resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

**Section 7.05 Vacancies.** A vacancy in any office arising from any cause shall be filled for the unexpired portion of the term by the Board at the next regular or special meeting of the Board.

**Section 7.06 President.** The President shall:

- (a) Be charged with the general supervision, coordination, management, and control of all the business and affairs of ECRFC.
- (b) Preside at all meetings of ECRFC, the Board and the Executive Committee, employing Roberts Rules of Order.
- (c) Be a member, ex officio, of all committees except nominating committee.

(d) Appoint the chair and members of all standing and special committees of the Board with approval of the Board members.

(e) Sign, along with any authorized signer, all contracts (approved by the Board) or other instruments the Board has authorized to be executed, except in cases where the signing and execution thereof shall be especially delegated by the Board or required by law to be otherwise signed and executed.

(f) Be authorized to sign checks or requests for payment, and not be related by blood or marriage or reside in the same household as the other authorized signers for ECRFC's financial accounts.

(g) Meet with the Director of Coaching to review priorities and budgets to ensure the successful implementation and growth of the Competitive and Recreation programs.

(h) Be responsible for working closely with the Vice President to supervise the operational functions of ECRFC and provide specific and detailed input to the bi-annual evaluation of ECRFC's operations.

**Section 7.07 Vice President.** The Vice President shall:

(a) Serve as primary aide to the President.

(b) Perform the duties of the President in the absence or disability of the President to act and in doing so, have all powers of and be subject to all restrictions of the President.

(c) Work with the President to appoint the chair and members of all standing and special committees of the Board with approval of the Board members; primary recruiter for open Board positions.

(d) Coordinate and attend Brentwood Chamber of Commerce event, as ECRFC's representative, directly supervise ECRFC's operations, provide oversight and supervision of the administrative functions, and conduct bi-annual reviews and review with the President.

(e) In the case that a Board position is vacant, will work with the Member at Large to ensure the responsibilities and duties of the vacant position are completed.

**Section 7.08 Secretary.** The Secretary shall:

(a) Keep, or cause to be kept, at ECRFC's principal office, meeting minutes, proceedings and actions of the Board, of committees of the Board and of members' meetings. The minutes of the meetings shall include the time and place that the meeting was held; whether the meeting was annual, general or special, and if special, how authorized; the notice given; the names of persons present at Board and committee meetings; and the number of members present or represented at members' meetings;

- (b) Distribute copies of prior minutes and agenda to all Board Members prior to the next meeting of the Board;
- (c) Provide support, as needed, in conducting or recording the voting at the AGM;
- (d) Be authorized to sign checks or requests for payment, and not be related by blood or marriage or reside in the same household as the other authorized signers for ECRFC's financial accounts;
- (e) Keep, at the principal California office, a copy of the Articles of Incorporation and a current signed original set of the By-Laws and standing rules;
- (f) Give notice of all meetings of members, of the Board and of committees of the Board that these By- Laws require be given;
- (g) Conduct voting as authorized by the Board or these By-Laws.

**Section 7.09 Treasurer.** The Treasurer shall:

- (a) Work with the Club Accountant to ensure adequate and correct books and accounts of ECRFC's properties and transactions are kept up to date;
- (b) Ensure deposits of all money and other valuables in the name and to the credit of ECRFC with such depositories as the Board may designate;
- (c) Provide monthly financial reports, which include profit/loss report, balance sheet, team account balances and delinquencies, to be given to the Board of Directors, and membership, when required, by these By-laws or by the Board;
- (d) Work with the Club Accountant in preparing, or overseeing the preparation of, any and all papers pursuant to the Articles of Incorporation and tax exemption status of ECRFC or forms needed for income tax purposes;
- (e) Work in close coordination with the President, Vice President and Director of Coaching, to prepare the annual budget for adoption by the Board and at least quarterly review and report findings to the Board on the adherence to the budget;.

**Section 7.10 Additional Officers.** The Board may from time to time appoint such additional officers as it shall deem necessary. To the fullest extent allowed by law, the Board may prescribe each additional officer his or her respective title, term of office, authority, and duties.

**Section 7.11 Compensation.** The officers may not receive any compensation for their services as such but may receive reasonable reimbursement of expenses incurred in the performance of their duties, as may be fixed or determined by resolution of the Board of Directors.



## ARTICLE VIII EXECUTION OF INSTRUMENTS; DEPOSITS

**Section 8.01 Contracts and Instruments.** The Board, subject to the Corporation's Conflict of Interest Policy adopted by the Board and as amended from time to time (the "**Conflict of Interest Policy**"), and Article XI of these bylaws, may authorize any officer or agent of the Corporation to enter into any contract, to execute and deliver any instrument, or to sign checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness in the name of and on behalf of the Corporation with a dollar value up to \$10,000. For any contract or instrument exceeding \$10,000 the Board must approve the contract or instrument by a majority of the Board. Such authority may be general or may be confined to specific instances. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.

**Section 8.02 Deposits.** The funds of the Corporation shall be deposited in its name with such banks, trust companies, or other depositories as the Board, or officers to whom such power has been delegated by the Board, may from time to time designate.

## ARTICLE IX INDEMNIFICATION AND INSURANCE

**Section 9.01 Definitions.** For purposes of this Article IX, capitalized terms used herein shall have the meanings set forth in this Section 9.01:

(a) **"Agent"** means any person who (i) is or was a director, officer, employee, or other agent of the Corporation; (ii) is or was serving at the request of the Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise; or (iii) was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or of another enterprise at the request of the predecessor corporation.

(b) **"Proceeding"** means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

(c) **"Expenses"** includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under this Article IX or Section 5238(d) or 5238(e)(3) of the California Nonprofit Corporation Law.

(d) **"Third-Party Actions"** means any action or proceeding other than those:

(i) by or in the right of the Corporation to procure judgment in its favor;

(ii) brought under Section 5233 of the California Nonprofit Corporation Law regarding self-dealing transactions; or

- (iii) brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust.

**Section 9.02 Indemnification in Third-Party Actions.** The Corporation shall, to the fullest extent now or hereafter permitted by law, indemnify any Agent of the Corporation made, or threatened to be made, a party to any Third-Party Action by reason of the fact that he or she was an Agent of the Corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding, including reasonable attorneys' fees, if the Agent:

- (a) Acted in good faith.
- (b) In a manner the Agent reasonably believed to be in the best interests of the Corporation.
- (c) In the case of a criminal proceeding, had no reasonable cause to believe the Agent's conduct was unlawful.

The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the Agent did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation or that the Agent had reasonable cause to believe that the Agent's conduct was unlawful.

**Section 9.03 Indemnification in Other Actions.** The Corporation may indemnify any Agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Corporation, or brought under Section 5233 of the California Nonprofit Corporation Law regarding self-dealing transactions, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, against expenses actually and reasonably incurred by the Agent in connection with the defense or settlement of the action if the Agent acted:

- (a) In good faith.
- (b) In a manner the Agent believed to be in the best interests of the Corporation.
- (c) With such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

**Section 9.04 Limitation on Indemnification in Other Actions.** No indemnification shall be made under Section 9.03:

- (a) In respect of any claim, issue, or matter as to which the Agent has been adjudged to be liable to the Corporation in the performance of the Agent's duty to the Corporation, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the

case, the Agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

**Section 9.05 Mandatory Indemnification.** The Corporation shall indemnify any Agent against expenses actually and reasonably incurred where the Agent has been successful on the merits in defense of any proceeding described in Section 9.02 and 9.03 of these bylaws, or in defense of any claim, issues, or matter therein.

**Section 9.06 Insurance.** The Corporation may purchase and maintain insurance to indemnify any Agent against any liability asserted against or incurred by an Agent in that capacity or arising out of the Agent's status as an Agent, whether or not the Corporation would have the power to indemnify the Agent against that liability under Section 5238 of the California Nonprofit Corporation Law; provided, however, that the Corporation shall have no power to purchase and maintain insurance to indemnify any Agent for a violation of Section 5233 of the California Nonprofit Corporation Law.

**Section 9.07 Advance of Expenses.** Expenses incurred in defending any proceeding may be advanced by the Corporation 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 shall be determined ultimately that the Agent is entitled to be indemnified as authorized in this Article IX or under Section 5238 of the California Nonprofit Corporation Law.

## **ARTICLE X GENERAL PROVISIONS**

**Section 10.01 Fiscal Year.** The fiscal year of the Corporation shall be the calendar year unless otherwise provided by the Board.

**Section 10.02 Corporate Seal.** The corporate seal, if any, shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Corporate Seal, Nonprofit Public Benefit Corporation, California." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. Failure to affix the seal to corporate instruments shall not affect the validity of such instruments.

**Section 10.03 Books and Records.** The Corporation shall keep at the principal office of the Corporation correct and complete books and records of the activities and transactions of the Corporation, including the minute book, which shall contain a copy of the Articles of Incorporation, a copy of these bylaws as amended to date, all resolutions of the Board, and all minutes of meetings of the Board and committees thereof.

**Section 10.04 Annual Returns.** The Entire Board shall review the Corporation's annual filing with the Internal Revenue Service before it is filed.

**Section 10.05 Electronic Signatures.** Wherever a written instrument is required to be executed hereunder, an electronic signature, to the extent permitted by applicable law, shall be deemed to be a written signature.

## **ARTICLE XI CONFLICT OF INTEREST TRANSACTIONS**

**Section 11.01** In any instance where the Corporation proposes to enter into a conflict of interest transaction, including self-dealing transactions as defined in the Corporation's Conflict of Interest Policy and under Section 5233 of the California Nonprofit Corporation Law, the Corporation shall follow the procedures and rules set out in the Conflict of Interest Policy.

## **ARTICLE XII AMENDMENTS**

### **Section 12.01**

(a) The board may adopt, amend, or repeal bylaws by the affirmative vote of the Board except that:

(i) Such action may not materially and adversely affect the rights of the members as to voting and transfer without the approval of the members.

(ii) Where any corporate action requires a greater vote in these bylaws, any amendment or repeal of such provision must be approved by the same greater vote.

(iii) No amendment may extend the term of a director beyond that for which the director was elected.

(iv) Such action shall be authorized at a duly called and held meeting of the Board for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth herein.

(b) The members may adopt, amend, or repeal bylaws by the approval of the members.

## **ARTICLE XIII NON-DISCRIMINATION**

**Section 13.01** In all of its dealings, neither the Corporation nor its duly authorized agents shall discriminate against any individual or group for reasons of race, color, creed, sex, age,

culture, national origin, marital status, sexual preference, mental or physical handicap, or any category protected by state or federal law.

**ARTICLE XIV**  
**REFERENCE TO ARTICLES OF INCORPORATION**

**Section 14.01** References in these bylaws to the Articles of Incorporation shall include all amendments thereto or changes thereof unless specifically expected by these bylaws. In the event of a conflict between the Articles of Incorporation and these bylaws, the Articles of Incorporation shall govern.

[SIGNATURE PAGE FOLLOWS]

The undersigned, Lindsay Purvey, hereby certifies that she is the duly elected and acting Secretary of East County Revolution Football Club, a California Nonprofit Public Benefit Corporation, and that the foregoing bylaws were adopted as the bylaws of the Corporation as of May 1, 2022, and that the same do now constitute the bylaws of the Corporation.

**IN WITNESS WHEREOF**, the undersigned has executed this certificate on behalf of the Corporation as of this 1st day of May 2022.

East County Revolution Football Club

By: 

Name: Lindsay Purvey

Title: Secretary of Corporation