

BYLAWS OF THE SOUTH BAY COMMUNITY CENTER INC.
A CALIFORNIA PUBLIC BENEFIT CORPORATION
Updated November 19, 2020

Article 1: Name

The name of this Corporation is South Bay Community Center, Inc. (SBCC)

Article 2: Mission Statement

2.01 Our mission is to promote a sense of community by insuring the SBCC is available for cultural, social, health, educational and recreational services, without discrimination, to the diverse community of the South Bay.

2.02 The specific purpose for which the SBCC is organized is the maintenance and operation of a community building for the South Bay Community (Los Osos/Baywood Park) of California, the use of which shall be dedicated to members of the general public of the South Bay community, including equality for all, without discrimination. The SBCC is a California nonprofit public benefit corporation and is not for the private gain of any person.

2.03 An expanded version of the mission statement is attached to, and incorporated herein, as Amendment B, attached at the end of these Bylaws.

Article 3: Offices

3.01 Principle Office

The principle office of the Corporation for transaction of its business is located at 2180 Palisades Avenue, Los Osos, San Luis Obispo County, California, 93402.

3.02 Changes of Address

The Directors may change the principle office from one location to another within the named county. The Secretary shall note any such change of location and effective date below, and such change of address shall not be deemed an amendment of these bylaws:

_____ Dated: _____

Article 4: Members

4.01 No Members

The SBCC shall not have any members.

4.02 Power of Board of Directors

Any action, , shall require only approval of the Board of Directors. All rights that would otherwise vest under the Non-Profit Public Benefit Corporation Law in the members shall vest in the Directors.

Article 5: Directors

5.01 Number

The SBCC shall have up to twelve (12) Directors. The Directors shall collectively comprise and be known as the Board of Directors or Board.

5.02 Director Positions

(a) One of the Directors shall be a representative of the Kiwanis Club of Bay Osos (herein "Kiwanis"). Kiwanis shall have the right to nominate the person who shall fill this seat on the Board of Directors. Notwithstanding the foregoing, any person who is nominated to serve as a Director on behalf of the Kiwanis shall be seated and thereafter be subject to removal as provided in these Bylaws. In the event that such person is removed, Kiwanis shall nominate a successor to fill the vacancy who shall also be subject to the rules as provided in the Bylaws.

(b) One of the Directors shall be a representative of the South Bay Senior Citizens, AKA People Helping People (herein "PHP"). PHP shall have the right to nominate the person who shall fill this seat on the Board of Directors. Notwithstanding the foregoing, any person who is nominated to serve as a Director on behalf of the PHP shall be seated and thereafter be subject to removal as provided in these Bylaws. In the event that such person is removed, PHP shall nominate a successor to fill the vacancy who shall also be subject to the rules as provided in the Bylaws.

(c) One of the Directors shall be a representative of the Rotary Club of Los Osos (herein "Rotary"). Rotary shall have the right to nominate the person who shall fill this seat on the Board of Directors. Notwithstanding the foregoing, any person who is nominated to serve as a Director on behalf of the Rotary shall be seated and thereafter be subject to removal as provided in these Bylaws. In the event that such person is removed, PHP shall nominate a successor to fill the vacancy who shall also be subject to the rules as provided in the Bylaws.

(d) One of the Directors shall be a representative of the Los Osos Baywood Park Chamber of Commerce (herein "Chamber"). Chamber shall have the right to nominate the person who shall fill this seat on the Board of Directors. Notwithstanding the foregoing, any person who is nominated to serve as a Director on behalf of the Chamber shall be seated and thereafter be subject to removal as provided in

these Bylaws. In the event that such person is removed, Chamber shall nominate a successor to fill the vacancy who shall also be subject to the rules as provided in the Bylaws.

(e) The remaining Directors shall be community-at-large representative of the general community of the South Bay area (“General Director(s)”)

(f) Community at large representative shall attend two meetings in a monitoring probationary status. Upon a majority vote by the Directors, shall become a full member at their third meeting.

5.03 Terms of Directors

In order to foster continuity on the Board of Directors, the following procedures will be followed:

(a) The length of the term of office of a Director representing one of the above service organizations or the Chamber of Commerce shall be determined by the Board of Directors in consultation with the organization he or she represents.

(b) The remaining Directors shall each serve three year terms of office or more at the Board’s discretion.

5.04 Compensation

The Directors shall serve without compensation. However, the Board in its discretion may authorize reimbursement of a director’s reasonable out-of-pocket expenses.

5.05 Conflict of Interest

Reference Appendix A attached to these Bylaws for the Conflict of Interest Policy.

Article 6: Directors’ Meetings

6.01 Annual Meeting

- (a) The Board of Directors shall meet annually for strategic planning and to elect Officers. Such annual meeting shall be held during the month of April of each year, at such time and at such place as determined by the Board.
- (b) The nomination and election of General Directors shall be pursuant to procedures as are from time to time established by the Board of Directors
- (c) The Directors shall have such powers and perform such duties as are prescribed by the California Non-Profit Benefit Corporation Law.

6.02 General Meetings

Regular meetings of the Board shall be held on the 3rd Thursday of each month, 8:00 AM at the SBCC. Once a regular time and place have been established or changed, notice of the first such regular meeting

shall be given at least four days prior thereto if given by first class mail, postage prepaid, or 48 hours prior thereto if delivered personally or by telephone or e-mail. Thereafter, no notice of such regular meeting need be given unless and until there is a change in the time and/or place of the regular meeting.

6.03 Executive Meeting

Meetings of the Executive Committee members and any other interested Board members will be held on the 2nd Thursday of each month, during the alternate weeks between General Board Meetings, in order to research and clarify agenda issues for the coming General Meeting. This may be done by email as an alternative to meeting in person. All Board members shall receive copies of these communications.

6.04 Special Meetings

The President, Vice-President, Secretary, or any two Directors may call special meetings of the Board. Special meetings shall be held on four days notice by first class mail, postage prepaid, or on 48 hours notice delivered personally or by telephone or e-mail. Notice of the special meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of such notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Article 7: Meeting Procedures

7.01 Quorum

A majority of the Directors then in office shall constitute a quorum of the Board of Directors for the transaction of business.

7.02 Transactions of the Board

Except as otherwise provided in the Articles, in these Bylaws, or by the law, every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors; provided, however, that any meeting at which a quorum was initially present may continue to transact business notwithstanding the withdrawal of Director(s), if any action taken shall be approved by at least a majority of the required quorum for such meeting, or such greater number as required by law, the Articles, or these Bylaws.

7.03 Conduct of Meetings

- (a) The President or, in his or her absence, the Vice-President or, in his or her absence, any Director selected by the Directors present shall preside at meetings of the Board of Directors. The Secretary of the SBCC or, in the Secretary's absence, any person appointed by the presiding officer shall act as

Secretary of the Board. Members of the Board of Directors may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Such participation shall constitute personal presence at the meeting.

(b) Code of Conduct:

- (i) All members shall respect all decisions, which have been passed by a majority vote of the Board of Directors. Board members will not work outside of the meeting to subvert said decisions.
- (ii) Side bar comments will be kept at a minimum and shall not occur while a Director has the floor.
- (iii) All Board Members are to be considered as equals. No single Director shall have a voice or vote that is considered more important than any other director.

(c) Conduct of Meetings

Meetings shall be conducted in accordance with Robert's Rules of Order, latest revision.

7.04 Adjournment

A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of the adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

7.05 Action Without Meeting

Any action required or taken by the Board of Directors may be taken without a meeting if all members of the Board of Directors individually or collectively consent in writing to such action. Such written consent(s) shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as the unanimous vote of such Directors.

Article 8: Vacancies on the Board

8.01 Reasons

Vacancies on the Board of Directors shall exist on the death, resignation, or removal of any Director; whenever the number of Directors authorized is increased; and on the failure of the Board in any election to elect the full number of Directors authorized.

8.02 Resignation of Director

Any Director may resign effective on giving written notice to the President, the Secretary, or the Board of Directors of the SBCC, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective. A Director should not resign where the SBCC would then be left without a duly functioning Board of Directors in charge of its affairs.

8.03 Removal of Director

The Board of Directors may declare vacant the office of a Director on the occurrence of any of the following events:

- (a) The Director has been declared of unsound mind by a final order of a court;
- (b) The Director has been convicted of a felony; or
- (c) The Director has been absent from more than three (3) consecutive meetings without the approval of the Board.
- (d) Any Director may be removed for causes other than those described in Section 8.03 if the Board of Directors approves such removal.

8.04 Filling Vacancies

Vacancies on the Board of Directors may be filled by a majority vote of the Directors then in office.

Article 9: Officers

9.01 Number and titles

The officers of the SBCC shall be a President, a Vice-President, a Secretary, a Chief Financial Officer, and such other officers with such titles and duties as shall be determined by the Board and as may be necessary to enable it to sign instruments, The same person may hold any number of offices, except that neither the Secretary nor the Chief Financial Officer shall serve concurrently as the President.

9.02 Appointment

Officers shall be elected for a one-year term.

9.03 The President

- (a) The President shall be chief executive officer of the SBCC and shall, subject to the control of the Board of Directors, have supervision, direction, and control of the business and affairs of the SBCC. Such officer shall preside at all meetings of the Board of Directors. Such officer shall perform all duties incident to the office of President and such other duties as may be required by law, by the Articles of Incorporation of the SBCC, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. The President is hereby authorized to exercise any right to vote or execute a proxy to vote shares of stock of any bonds, debentures, or other evidences of indebtedness of any other corporation or corporations owned or possessed by the SBCC.
- (b) Any candidate for President shall have 2 years prior active experience serving as a member of the Board of Directors.

9.04 Vice-President

In the absence of the President or in the event of his or her inability or refusal to act, the Vice-President shall perform all the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions of the President. The Vice-President shall have such other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

9.05 Secretary

The Secretary shall keep or cause to be kept at the principal office of the SBCC, or such other place as the Board of Directors may order, a book of minutes of all meetings of the Board of Directors. The Secretary shall perform such other and further duties as may be required by law or as may be prescribed or required from time to time by the Board of Directors.

9.06 Chief Financial Officer

The Chief Financial Officer (herein CFO) shall keep and maintain in written form or in any other form capable of being converted into written form adequate and correct books and records of account of the properties and business transactions of the SBCC, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books and records of account shall at all times be open to inspection by any Director of the SBCC. The CFO shall deposit all monies and the Board of Directors may designate other valuables in the name of and to the credit of the SBCC with depositories chosen by the Board of Directors. The CFO shall oversee all monies deposited and disbursed on behalf of the SBCC as ordered by the Board of Directors. The CFO shall render to the President and the Directors, on request, an account of all such transactions and the financial condition of the SBCC. The CFO shall perform such other and further duties as may be required by Directors or by these Bylaws.

9.07 Resignation and Removal of Officers

Any officer may resign at any time on written notice to the SBCC without prejudice to the rights, if any, of the SBCC under any contract to which the officer is a party. Officers may be removed with just cause at any meeting of the Board of Directors by the affirmative vote of a majority of all of the Directors.

Article 10: Executive Committee

The Executive Committee shall be composed of the President, Vice-President, Secretary, Chief Financial Officer, and Board Liaison to the SBCC General Manager (a non-voting position) and such other members of the Board as are appointed by the President or approved by the Board of Directors. The Executive Committee shall perform such duties as are set forth herein and as the Board of Directors may from time to time direct. The duties shall include, but are not necessarily limited to, taking action on issues that require immediate action between Board meetings and generally overseeing the day to day operation of the SBCC.

Article 11: Audits

The Board shall cause the books and records of the SBCC to be independently audited every five years by an authorized independent bookkeeper.

Article 12: Indemnification of Directors, Officers, Employees and other Agents

12.01 Definitions

For the purpose of this Article:

- (a) "Agent" means any person who is or was a Director, Officer, employee or other agent of the SBCC, or is or was serving at the request of the SBCC as a Director, Officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a Director of a corporation that was a predecessor corporation of the SBCC 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, all attorney fees, costs and any other expenses incurred in the defense of any claims or proceeding against an agent by reason of his or her position or relationship as agent and all attorneys' fees, costs and other expenses incurred in establishing a right to indemnification under this article.

12.02 Successful Defense by Agent

To the extent that an agent of this Corporation has been successful on the merits in the defense of any proceeding referred to in this article, 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. If an agent either settles any such claim or sustains a judgement rendered against him, then the provision of Sections 12.03 through 12.05 shall determine whether the agent is entitled to indemnification.

12.03 Actions Brought by Persons Other Than The SBCC

Subject to the required findings to be made pursuant to Paragraph 12.05 below, the SBCC shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding other than an action brought by, or on behalf of, the SBCC, or by an Officer, Director or person granted relater status by the Attorney General, or by the Attorney General on the grounds that the defendant Director was or is engaging in self-dealing within the meaning of California Corporations Code Section 5233, or by the Attorney General or a person granted relater status by the Attorney General for any breach of duty relating to assets held in charitable trust, by the reason of the fact that such person is or

was an agent of the SBCC, for all expenses, judgements, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding.

12.04 Actions Brought By or On Behalf of the SBCC

(a) 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 SBCC, with or without court approval, their agent shall receive no indemnification for wither amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding, unless it is settled with the approval of the Attorney General.

(b) Claims and Suits awarded against agent. The ABCC shall indemnify any person who was or is a party to, or is threatened to be made a party to any threatened, pending or completed action brought by or on behalf of the SBCC by reason of the fact that the person is or was an agent of the SBCC, for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:

- (i) The determination of good faith conduct required by Section 12.05 below must be made in the manner provided for in that section: and
- (ii) 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 should be entitled to indemnity for the expenses incurred. If the agent is found to be so intitled, the court shall determine the appropriate amount of expenses to be reimbursed.

12.05 Determinations of Agents Good Faith Conduct

The indemnification granted to an agent in Paragraphs 12.03 and 12.04 above is conditioned on the following:

- (a) Required Standard of Conduct. The agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner he or she believed to be in the best interest of the SBCC, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. 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 which he or she reasonably believed to be in the best interest of the SBCC or that he or she had reasonable cause to believe that his or her conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his or her conduct was unlawful.
- (b) Manner of Determination of good Faith Conduct. The determination that an agent did act in a manner complying with Paragraph (a) above shall be made by:
 - (i) The Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or
 - (ii) The court in which the proceeding is or was pending. Such determination may be made on application brought by the SBCC or the agent or the attorney or other person rendering a defense to the agent, whether or not the SBCC proposes the application by the agent, attorney, or other person.

12.06 Limitations

No indemnification or advance shall be made under this Article, except as provided in Sections 12.02 or 12.04 (b)(ii), in any circumstances when it appears:

- (a) That the indemnification or advance would be inconsistent with a provision of the Articles, a resolution of the Directors, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceedings 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.

12.07 Advance of Expenses

Expenses incurred in defending any proceeding may be advanced by the SBCC 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.

12.08 Contractual Rights of Non-Directors and Non-Officers

Nothing contained in this Article shall affect any right to indemnification to which persons other than Directors and Officers of the SBCC, or any subsidiary hereof, may be entitled by contract or otherwise.

12.09 Insurance

The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the SBCC against any liability under the provisions of this Article.

Article 13: Conflict of Interest

The Conflict of Interest policy is amended to and made a part of these Bylaws by reference, as Amendment A at the end of these Bylaws.

Article 14: Change of Bylaws

These Bylaws can be amended at any time by a majority vote of the Board.

**CERTIFICATE OF ADOPTION OF BYLAWS
South Bay Community Center, Inc.**

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of South Bay Community Center Inc., a California nonprofit public benefit corporation.
2. That the foregoing Bylaws constitute the Bylaws of said corporation as adopted by the Directors of said corporation on _____.

In witness whereof, I have hereunto subscribed by name this _____ day of _____, _____.

Secretary SBCC

Appendix to the South Bay Community Center Bylaws

Amendment A: Conflict of Interest Policy:

I. Purpose

This Conflict of Interest Policy is to protect the tax-exempt classification of the South Bay Community Center (Center). This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest as applicable to nonprofit and charitable organizations. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 California Code of Regulations § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. The terms of § 18730 and any amendments to it adopted by the FPPC are hereby incorporated by reference into this Conflict of Interest policy. This regulation and the text here designating officials and employees and establishing disclosure categories shall constitute the conflict of interest code of the Center.

The full text of Section 18730, together with any amendment thereto, may be found at: <http://www.fppc.ca.gov/legal/regs/current/18730.pdf>.

II. Procedures

1) Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2) After disclosure of any financial interest and all material facts, the board or committee shall decide if a conflict of interest exists.

3) The Board shall appoint a disinterested person or committee to investigate proposed transactions or arrangements to verify they will not give rise to a conflict of interest.

4) If the Board determines an actual or possible conflict of interest exists, it shall take appropriate corrective actions.

III. Records of Proceedings:

The minutes of the governing board and all committees with board delegated powers shall contain: The names of the persons who disclosed or were found to have a financial interest in connection with a possible conflict of interest, the nature of the financial interest, any actions taken to determine a conflict is present, and the Board's decision as to whether a conflict exists.

IV. Compensation:

A voting member of the governing board, or of any committee, whose jurisdiction includes compensation matters, or who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to the members compensation.

V. Annual Statements:

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a) Has received a copy of the conflict of interest policy,
- b) Has read and understands the policy
- c) Has agreed to comply with the policy and
- d) Understands the Organization is charitable and engages primarily in charitable purposes.

VI. Periodic Reviews:

Should the Center ever compensate directors, employees, contractors, the Center shall conduct periodic reviews to ensure there is no conflict of interest and that the compensation is reasonable.

When conducting periodic reviews, the SBCC may use outside advisors. If outside experts are used, their use shall not relive the governing board of its responsibility for ensuring periodic reviews are conducted.

Appendix to the South Bay Community Center Bylaws

Amendment B: Mission Statement - Expanded:

Mission Statement Amendment:

1. SBCC creates a space that feels WELCOMING, SAFE and ACCESSIBLE to all.

2. Reasonable rental rates as well as cost free programs will work towards the fiscal needs of the center. Community donations and endowments will continue to be sought to allow for improvements and maintenance of the facility. Community outreach will increase the use of the center for activities open to the local population. By insuring the SBCC is available for cultural, social, health, educational and recreational services to the diverse community of the South Bay. SBCC strives to create a space that feels WELCOMING, SAFE and ACCESSIBLE to all who use it.

3. The SBCC is dedicated to serving a range of community needs. Among which includes, but is not limited to the following:
 - Our growing senior population
 - The increasing in-need citizenry and the medically underserved by providing the resources for other organizations to supply free weekly community dinners, Senior Nutrition meals, People Helping People's food distribution program,
 - An in-season Los Osos Cares homeless warming station
 - Public exercise and dance classes, choir practice, County Health Screening
 - Parking access for the Blood Bank as well as for the annual Needs 'N Wishes Holiday fundraiser which raises on average \$40k/yr for such organizations as the the SLO Noor Clinic and 40 Prado Homeless Service Center, the majority of the above at no or very low cost.
 - Building rental for weddings, christenings, quinceañeras, memorials, birthday parties, family reunions, various performances, and for community interest meetings.