

BYLAWS

of the

BELL CANYON VOLUNTEER WILDLAND FIRE DEPARTMENT

A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

ARTICLE I: Name

The name of this corporation shall be the Bell Canyon Volunteer Wildland Fire Department.

ARTICLE II: Offices

29 Baymare Rd., Bell Canyon 91307

ARTICLE III: Purpose

The purpose of this corporation shall be:

1. To be a volunteer wildland fire department for the purposes of: A) fire prevention, B) fire defense and suppression, C) basic life support medical services, and D) search & rescue and other safety-related responses to the benefit of the residents and properties of the unincorporated community of Bell Canyon, Ventura County, California, and adjoining areas.
2. To raise, collect and allocate resources to meet the needs of the Bell Canyon Volunteer Wildland Fire Department.
3. To receive, hold and disburse gifts, donations and other funds for its purposes.
4. To own and maintain personal property which is deemed necessary for its purposes.
5. To enter into, make, perform and carry out contracts of every kind, for any lawful purpose, without limit as to amount.

ARTICLE IV: Membership

Section 1: Classes of Membership. There shall be three classes of membership: Active, Reserve and Auxiliary.

Section 2: Eligibility. Any person of good character, in good health, and at least eighteen (18) years of age, and who has met the standards of the current application form, shall be eligible to election to Auxiliary membership, provided a vacancy exists.

Section 3: Voting Members. Limited to Board members.

Section 4: Membership Limitation. The number of Active members shall not exceed twenty-five (25), not including support members.

Section 5: Election to Membership.

Section 6: Active Membership. The requirements of an Active member are as follows:

(a) FFT2 or greater equivalent, with proof of minimum completed classes (through N.W.C.G. and/or State of California) S-190, S-130, and L-180.

(b) Red Cross (or other) first aid/AED/CPR card holder.

(c) Attend at least 50% of monthly training.

(d) Hold valid California driver's license.

(e) In good physical condition.

Section 7: Reserve Membership. This category is primarily for members who have begun the training for Active membership status, but who have not yet completed the requirements set forth in Section 6, (a) and/or (b). Reserve members should attend monthly training, but may be restricted from responding to some calls, at the discretion of the Fire Chief, Assistant Chief or Captain. Former active members may also hold Reserve status if time commitment becomes an issue, but still must attend a minimum of one training session every other month.

Section 8: Auxiliary Membership. This category is both for members serving in an administrative capacity and those who have expressed an interest in membership and have observed at least one regular monthly training session, but have not yet begun any of the training required for Active membership. During an event, Auxiliary members may be asked to handle supplies and communications, and/or participate in first aid administration, provided the Auxiliary member is certified in first aid/CPR/AED.

ARTICLE V: Board of Directors

Section 1: Powers and Duties: All powers and duties of the corporation shall be exercised by or under the authority of the Board. The Board shall audit the books of the corporation every three (3) years and shall present this report at the Annual Meeting on the years when the books are audited.

Section 2: Number of Directors, Term of Office: There shall be five (5) Directors. The Directors shall be the President/CEO, Treasurer and Secretary of the Corporation, and two Board Members. The term of office for a Director shall be three (3) years. There is no limit on number of terms that any Director might hold.

Section 3: Vacancies: Vacancies created by death, resignation, incapacity or removal of a Director may be filled by majority vote of the remaining Directors then in office.

Section 4: Meetings of Directors:

- (a) Place of Meetings: Meetings of the Board shall be held at any place within or outside California that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the principal office of the corporation.
- (b) Meetings by Telephone Conference Call or Virtual/online (Zoom, etc.): Any meeting may be held by telephone conference call or virtual/online as long as all Directors participating in the meeting can hear one another. All such Directors shall be deemed to be present at such a meeting.
- (c) Annual Meeting: The Board shall hold a regular annual meeting for purposes of organization, election of Officers and Directors, and transaction of other business.
- (d) Other Regular Meetings: Other regular meetings of the Board may be held upon notice at such time and place as the Board may fix from time to time.
- (e) Special Meetings – Authority to Call: Special meetings of the Board for any purpose may be called at any time by any one director.
- (f) Notice of Meetings: Notice of regular and annual meetings shall be given to each Director by person, phone, text, U.S. mail or email at least three (3) days before meeting time and date. Special Meetings may be called at any time.

(g) Quorum: Three (3) members of the Board of Directors shall constitute a quorum for the transaction of business of any meeting of the Board. Directors may vote by proxy.

(h) Adjournment: A majority of the Directors present may adjourn any meeting to another time and place.

Section 5: Compensation: No Director shall receive, directly or indirectly, any compensation for his or her service as Director. The Board may authorize reimbursement of reasonable expenses incurred by Board members, in connection with attendance at Board meetings or performance of authorized Board business.

ARTICLE VI: Officers:

Section 1: Number and Qualifications: The officers of the corporation shall consist of President/CEO, Treasurer and Secretary.

Section 2: Election and Term of Office: The President/CEO, Treasurer and Secretary shall be elected at the Annual Meeting of term-ending years. Term of office shall be three (3) years. There is no limit on number of terms that any officer might hold.

Section 3: President/CEO: The President/CEO shall preside at all meetings, appoint all committees, sign all documents necessary to carry out the activities of the corporation, and perform all duties as may be presented by the Board.

Section 4: Secretary: The Secretary or delegate shall act as recorder for all meetings of the Board. The Secretary shall prepare and submit for approval or correction minutes of all meetings, maintain all documents and records of the corporation, record attendance at all meetings, and perform such other duties as may be assigned by the Board of Directors.

Section 5: Treasurer: The Treasurer shall be the Chief Financial Officer of the corporation, shall be responsible for the accounting of all monies of the corporation, including depositing and/or investing them in accordance with directions of the Board, shall prepare and present a financial statement at each regular and annual meeting, assist in the audit of the corporation's books every three years, and keep all records and receipts of the financial transactions of the corporation. The Treasurer may pay routine expenses according to department policy.

Section 6: Resignation of Officers/Vacancies in Office: An officer may resign at any time by giving written notice to the corporation. A vacancy in any office shall be filled by majority vote of the Board of Directors.

ARTICLE IX: Special Officers:

Section 1: Positions: The Special Officers of the corporation shall consist of Fire Chief, Assistant Chief (s), Captain (s), Lieutenant (s). This is the order of Command Structure of the B.C.V.W.F.D.

Section 2: Election: Special Officers shall be appointed by the Board of Directors, under the direction/advisement of Fire Chief, at any meeting and shall remain as Special Officers until resignation or reappointment/promotion. A current Fire Chief may participate in the appointment of his/her successor, but may not cast a vote if the appointment involves him/herself.

Section 3: Fire Chief: shall direct or delegate all operations and may draft such regulations as are necessary for the conduct of these operations. Such regulations shall become standard operating procedures (SOPs). The Fire Chief shall call and conduct regular meetings of Special Officers and coordinate training schedule and equipment needs list. The Fire Chief shall make necessary equipment purchases and authorize and execute expenditures for the operation of the department.

Sections 4: Assistant Chief (s): Will act as Fire Chief in the absence of same, and fulfill like duties.

Section 5: Captain (s): Will plan and supervise, along with Chief and/or Assistant Chief, all training of Active and Reserve members.

Section 6: Lieutenant (s): Will act as assistant or delegate to Captains in any assigned regard.

Section 7: Resignation of Special Officers/Vacancies in Office: Any Special Officer may resign at any time by giving written notice. Vacancies shall be filled by Coordinator or his delegate until the next meeting of Board of Directors.

ARTICLE VII: Advisory Board:

The Board of Directors may form an Advisory Board of up to three (3) members whose purpose it is to advise and mentor, based on their own experience (as firefighters, fire educators, non-profit administrators, or similar), the Board of Directors and/or the Active, Reserve and Auxiliary members.

ARTICLE VIII: Meetings of the Membership: Will be called by Fire Chief, and will coincide with scheduled trainings.

ARTICLE IX: Conduct of Meetings:

ARTICLE X: Miscellaneous:

Section 1: Fiscal Year: The fiscal year shall begin June 30 and shall end June 29.

Section 2: Amendment to These By-laws: These by-laws may be amended or repealed and new by-laws adopted by the vote of a majority of the Board of Directors.

Section 3: Limitation of Liability: The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 4: Relationship with Bell Canyon Fire Safety Council: The two agencies work hand-in-hand in fire prevention education and training.

ARTICLE XI: Indemnification: Indemnification of Directors, Officers, Employees and Agents

Section 1: Definitions For purpose of this Article XI,

(a) "Agent" means any person who is or was a Director, Officer, employee, or other agent of the Corporation, or 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 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; and

(c) "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 his or her position or relationship as Agent and all attorneys' fees, costs, and other expenses reasonably incurred in establishing a right to indemnification under this Article XI.

Section 2: Applicability of Indemnification Provisions

(a) 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 XI, 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.

(b) Settlement or Unsuccessful Defense by Agent

If an Agent either settles any proceeding referred to in this Article XI, or any claim, issue, or matter therein, or sustains a judgment rendered against him, then the provisions of Section 3 through Section 6 shall determine whether the Agent is entitled to indemnification.

Section 3: Actions Brought by Persons Other than the Corporation

This Section 3 applies to any proceeding other than an action “by or on behalf of the corporation” as defined in Section 4. Such proceedings that are not brought by or on behalf of the Corporation are referred to in this Section 3 as “Third Party proceedings.”

(a) Scope of Indemnification in Third Party Proceedings

Subject to the required findings to be made pursuant to Section 3b, the Corporation **may** 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.

(b) Required Standard of Conduct for Indemnification in Third Party Proceedings

Any indemnification granted to an Agent in Section 3a above is conditioned on the following. The Board must determine, in the manner provided in Section 5, that the Agent seeking reimbursement acted in good faith, in a manner he or she reasonably believed to be in the best interest of the Corporation, and, in the case of a criminal proceeding, he or she must have had no reasonable cause to believe that his or her 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 he or she reasonably believed to be in the best interest of the Corporation or that he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 4: Action Brought By or On Behalf Of the Corporation

This Section 4 applies to any proceeding brought (i) by or in the right of the Corporation, or (ii) by an Officer, Director or person granted relator status by the Attorney General, or by the Attorney General, on the ground that the defendant Director 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 Corporation”).

(a) Scope of Indemnification in Proceeding By or On Behalf Of the Corporation

Subject to the required findings to be made pursuant to Section 4b, and except as provided in Sections 4c and 4d, the Corporation 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 Corporation, 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.

(b) Required Standard of Conduct for Indemnification in Proceeding By or On Behalf Of the Corporation

Any indemnification granted to an Agent in Section 4a is conditioned on the following. The Board must determine, in the manner provided in Section 4e, that the Agent seeking reimbursement acted in good faith, in a manner he or she believed to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(c) 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 Corporation, 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.

(d) Claims and Suits Awarded Against Agent

If any Agent is adjudged to be liable to the Corporation in the performance of the Agent’s duty to the Corporation, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under Section 4a 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:

(1) The determination of good faith conduct required by Section 4b must be made in the manner provided for in Section 5; and

(2) 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 5: Determination of Agent's Good Faith Conduct

The indemnification granted to an Agent in Section 3 and Section 4 is conditioned on the findings required by those Sections being made by:

(a) the Board by a majority vote of a quorum consisting of Directors 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 Corporation 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 Corporation.

Section 6 Limitations

No indemnification or advance shall be made under this Article XI, except as provided in Section 2a or Section 5b, 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 7: 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 is determined ultimately that the Agent is entitled to be

indemnified as authorized in this Article XI.

Section 8: Contractual Rights of Non-Directors and Non-Officers

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

Section 9: Insurance

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this Article XI, 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 Corporation would have the power to indemnify the Agent against the liability under the provisions of this Article XI.