

# AMENDED AND RESTATED BYLAWS

of

## THE CEDARS OF MARIN

A California Nonprofit Public Benefit Corporation

### ARTICLE I

I.1 Name:

The name of this corporation is The Cedars of Marin (“Cedars” or “Corporation”).

I.2 Principal Office:

The principal office for the transaction of the activities and affairs of the Corporation is located in Marin County, California. The Board of Directors (“Board”) may change the principal office from one location to another.

I.3 Other offices:

Branch or subordinate offices may at any time be established at other places, within or outside California, by resolution of the Board.

I.4 Seal:

The Corporation shall have a common seal consisting of two concentric circles with the words “THE CEDARS OF MARIN” together with the date of the incorporation of this Corporation. The seal shall be kept at the principal office or administrative office in the possession of the Secretary or other authorized Officer.

### ARTICLE II

Membership:

Cedars shall have no voting members, as defined in Section 5056 of the California Nonprofit Public Benefit Corporation Law, as amended (the “Nonprofit Corporation Law”). Cedars may from time to time use the term “members” to refer to persons associated with it, but such persons shall not be members within the meaning of Section 5056 of the Nonprofit Corporation Law.

### ARTICLE III

Board of Directors

III.1 Powers:

Subject to the provisions of the Nonprofit Corporation Law, Articles of Incorporation, and these Bylaws, Cedars' activities and affairs shall be conducted, and all corporate powers shall be exercised, by or under the direction of the Board Director. Directors shall have no power as individual Directors and shall act only as members of the Board.

**III.2 Number of Directors:**

The number of authorized Directors shall be no fewer than twelve (12) and no more than eighteen (18).

**III.3 Board Composition:**

No more than forty nine percent (49%) of the Directors serving on the Board may be interested persons, as defined in Section 5227 of the Nonprofit Corporation Law. No paid employee of the Cedars of Marin may serve on the Board. Any violation of this Section III.3 shall not affect the validity or enforceability of any transaction entered into by Cedars. The President of the Cedars Family Association shall serve as a Director during his/her term of office.

**III.4 Election and Term of Service:**

The Board shall elect Directors to serve for three-year terms except if such election is to fill a vacancy created by resignation or expulsion of an existing Director, in which case the elected Director shall serve for the remainder of the term of the vacated position. Directors may not serve more than three consecutive terms. Following such consecutive terms, a Director may be re-elected after being off the Board for at least twelve months. An incumbent Director shall remain in office until a successor has been elected and duly qualified or until that Director's earlier resignation or removal in accordance with these Bylaws.

**III.5 Vacancies:**

A vacancy or vacancies on the Board shall exist upon the expiration of term of office, death, resignation, or removal of any Director; whenever the number of authorized Directors is increased; or in the event that the actual number of Directors is less than the authorized number for any reason. In addition, the Board may declare by resolution a vacancy in the office of any Director who has been declared of unsound mind by an order of court, convicted of a felony, or found by final order or judgment of any court to have breached a duty under Article 3 of Chapter 2 of the Nonprofit Corporation Law.

**III.6 Resignation:**

Except as provided below, any Director may resign at any time by giving written notice to the President, the Vice President, or the Secretary (as each are defined in Section 6.1). The resignation shall take effect upon receipt of notice or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. If a Director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective. If a Director's affiliation as contemplated by Section III.3 should change, the Director will offer to submit his or her resignation to the Chair. The Board will decide the action, if any, to be taken with respect to the offer of resignation. Except on notice to the Attorney General of California, no Director may resign if Cedars would be left without a duly elected Director or Directors.

**III.7 Removal:**

A Director may be removed from office at any time, with or without cause, by a vote of a majority of Directors then in office, provided that a quorum is present. No reduction in the

authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and the Nonprofit Corporation Law.

**III.8 Filling Vacancies:**

Any vacancy or vacancies in the Board shall be filled by the vote of a majority of the Directors then in office after a nomination of a replacement Director by the Governance Committee.

**III.9 Compensation and Reimbursement:**

Directors shall not receive any compensation for their services as Directors. The Board may authorize the advancement or reimbursement to a Director of actual reasonable expenses incurred in carrying out his or her duties as a Director.

**III.10 Conflict of Interest Policy:**

The Board shall adopt a policy that requires Directors and officers to disclose interests that constitute or could result in a conflict of interest (the "Conflict of Interest Policy"). The Conflict of Interest Policy shall also specify, in accordance with Sections 5233 and 5234 of the Nonprofit Corporation Law, the procedures the Board will follow in reviewing transactions that constitute a self-dealing transaction under Section 5233 of the Nonprofit Corporation Law or could otherwise involve a conflict of interest. The Board shall monitor compliance with the Conflict of Interest Policy.

## **ARTICLE IV**

### **Meetings**

**IV.1 Regular Meetings:**

Regular meetings of the Board shall be held at such dates, times, and places as determined by the Board. The Board will use a regular meeting to hold elections to replace any departing Directors. At the annual meeting in alternate years, officers will be elected.

**IV.2 Special Meetings:**

Special meetings of the Board, for any purpose, may be called at any time by any Officer of the Board, or any three Directors. The meeting shall be held at a place within California as designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of Cedars.

**IV.3 Telephone and Electronic Meetings:**

Any meeting of the Board and of the Executive Committee may be held by conference telephone, electronic video screen, or similar communication equipment, at the discretion of the President and as long as all Directors participating in the meeting can hear one another. All such Directors shall be deemed to be present in person at such a meeting.

**IV.4 Notice:**

Regular meetings may be held without notice if the date, time, and place of the regular meetings are fixed by action of the Board. Notice of the date, time, and place of a special meeting, or of a regular meeting if not designated by the Board, shall be given to each Director by one of the following methods: (a) upon three (3) days' notice if by first-class mail; or (b) twenty-four (24) hours before the meeting if (i) by personal delivery of written

notice; (ii) by telephone, whether directly to the Director, to a person at the Director's home or office who would reasonably be expected to communicate that notice promptly to the Director, or by voice-messaging system; or (iii) by facsimile transmission or e-mail if the Director has consented to accept notices in such manner (as contemplated in Section 8.4). All such notices shall be given or sent to the Director's address, e-mail address, or telephone number as shown on the records of Cedars. The notice shall state the date and time of the meeting, and the place if other than the principal office of Cedars. It need not specify the purpose of the meeting.

**IV.5 Voting:**

Each Director present and voting at a meeting shall have one vote on each matter presented to the Board for action at that meeting. No Director may vote at any meeting by proxy.

**IV.6 Waiver of Notice:**

Notice of a meeting need not be given to any Director who signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protesting the lack of notice, either before or at the commencement of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

**IV.7 Quorum:**

A majority of the total number of Directors then in office shall constitute a quorum, provided that in no event shall the required quorum be less than one-fifth of the authorized number of Directors or two Directors, whichever is larger. An action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be the act of the Board, except as provided by Section 5211 of the Nonprofit Corporation Law or as elsewhere provided in these Bylaws. No business shall be considered by the Board at any meeting at which a quorum is not present. The Directors at a duly held meeting at which a quorum is initially present may continue to transact business, despite the departure of Directors, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

**IV.8 Adjournment:**

A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of adjournment to another time or place need not be given unless the original meeting is adjourned for more than twenty-four (24) hours, in which case notice shall be given, before the time of the adjourned meeting, to the Directors who were not present at the time of the adjournment.

**IV.9 Action Without a Meeting:**

Any action that the Board is required or permitted to take may be taken without a meeting if all Directors, individually or collectively, consent in writing to the action; provided that the consent of any "interested Director" as defined in Section 5233 of the Nonprofit Corporation Law shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as a unanimous vote of the Directors. All such consents shall be filed with the minutes of the proceedings of the Board.

**ARTICLE V**

## Committees

### V.1 Board Committees:

The Board may, by resolution of a majority of Directors then in office, provided that a quorum is present, create, and appoint members to, one (1) or more committees (“Board Committees”), each consisting of two (2) or more Directors, to serve at the pleasure of the Board. The Board shall create an audit committee if required by the California Nonprofit Integrity Act of 2004 (the “Nonprofit Integrity Act”). Only Directors may serve on any Board Committee. Any such Board Committee, to the extent provided in the Board resolution, shall have all the authority of the Board, subject to the limitations set out in Section 5212 of the Nonprofit Corporation Law.

### V.2 Meetings and Actions of Board Committees:

Meetings and actions of Board Committees shall be governed by, held, and taken in accordance with the provisions of these Bylaws concerning meetings and other Board actions, except that the time for regular meetings and the calling of special meetings of such Board Committees may be determined either by Board resolution or by resolution of the Board Committee, and that a quorum shall be determined in relation to the size of the committee rather than the full Board. Minutes of each meeting of any Board Committee shall be kept and filed with the corporate records.

### V.3 Ad Hoc/Task Force Groups:

The Board may create and appoint individuals to one (1) or more Ad Hoc/Task Force Groups (“Ad Hoc/Task Force Groups”), each consisting of two (2) or more Directors, non-Directors, or a combination of Directors and non-Directors. Ad Hoc/Task Force Groups may not exercise the authority of the Board to make decisions on behalf of Cedars. Ad Hoc/Task Force Groups shall be restricted to making recommendations to the Board or Board Committees and implementing Board or Board Committee decisions and policies under the supervision and control of the Board or Board Committee. The Board may, at any time, revoke or modify any or all of the authority delegated to the Ad Hoc/Task Force Group.

### V.4 Advisory Council:

The Board may create and appoint individuals to one or more advisory boards (each, an “Advisory Council”), consisting of persons who are not officers or Directors of Cedars, to serve at the pleasure of the Board and to report its findings and recommendations on subjects of interest to the Board. Any such Advisory Council shall act only in an advisory capacity to the Board, shall have no legal authority to act for Cedars, and shall clearly be held out as an “advisory council.” The Board may, at any time, revoke or modify any or all of the authority delegated to the Advisory Council.

## ARTICLE VI

### Officers

#### VI.1 Officers:

The officers of Cedars shall be an Executive Director, a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may determine. The President must be a Director. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President.

VI.2 Election and Term:

The Executive Director shall serve in such office for as long as he or she is employed by Cedars as Executive Director. The other officers of Cedars shall be elected by the Board on a biennial basis for a two-year term and shall serve at the pleasure of the Board, subject to the rights, if any, of any officer under any contract of employment. Officers may be re-elected to serve no more than three consecutive terms in the same office. Prior to the election of officers, the Board shall nominate a candidate for each position.

VI.3 Resignation:

Any officer may resign at any time by giving written notice to the Chair or the Secretary. The resignation shall take effect upon receipt of notice or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of Cedars under any contract to which the officer is a party.

VI.4 Removal:

Any officer may be removed with or without cause by the Board or by any officer on whom the Board may confer that power of removal, without prejudice to any rights of an officer under any contract of employment.

VI.5 Vacancies:

A vacancy in any office for any reason shall be filled in the manner prescribed in these Bylaws for regular appointments to that office. In the event of a vacancy in any office, other than the Executive Director, such vacancy shall be filled temporarily by the Board as soon as possible after the occurrence of said vacancy.

VI.6 President:

The President shall preside at all meetings of the Board, if present, and shall exercise and perform such other powers and duties as the Board or these Bylaws may prescribe.

VI.7 Vice-President:

The Vice-President shall have such powers and perform such duties as the Board or these Bylaws may prescribe. In the absence of the President, a Vice-President selected by the Board shall preside at Board meetings.

VI.8 Secretary:

The Secretary shall supervise the maintenance of Cedars' Articles of Incorporation, Bylaws, and minutes and records of the proceedings of the Board and its committees, and the giving of notices as may be proper or necessary. The Secretary shall have such other powers and duties as the Board or these Bylaws may prescribe.

VI.9 Treasurer:

The Treasurer shall supervise the charge and custody of all funds of Cedars, the deposit and disbursement of such funds in the manner determined by the Board, and the keeping and maintaining of adequate and correct accounts of Cedars' properties and business transactions and shall render reports and accountings as required by law, these Bylaws or by the Board. The Treasurer shall have such other powers and duties as the Board or these Bylaws may prescribe.

VI.10 Executive Director:

The Executive Director shall be the general manager and chief executive officer of Cedars and shall supervise, direct, and control Cedars activities and affairs. The

Executive Director shall have such other powers and duties as the Board or these Bylaws may prescribe. Unless otherwise directed by the Board or relevant Board Committee, or unless the Board determines to meet in an executive session, the Executive Director may attend all Board and Board Committee meetings. Unless otherwise determined by the Board, the Executive Director is not a Board member, and therefore is not entitled to vote at Board meetings.

VI.11 Compensation Review Policy:

The Board shall adopt a policy that sets forth guidelines for the determination, review and approval of the compensation of its officers and the Executive Director, in accordance with applicable law.

## ARTICLE VII

### Indemnification and Insurance

VII.1 Definitions:

For purposes of this Article, "Agent" means any person who is or was a Director, officer, employee, or other agent of Cedars, or is or was serving at the request of Cedars as a Director, officer, employee, or other agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a Director, officer, employee, or agent of a predecessor corporation of Cedars or another enterprise at the request of such predecessor corporation; "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "Expenses" includes, without limitation, attorneys' fees and any expenses incurred in establishing a right to indemnification under Section 7.2.

VII.2 Right of Indemnity:

To the fullest extent permitted by law and as provided by these Bylaws, Cedars may indemnify any person who was or is a party or is threatened to be made a party by reason of the fact that such person is or was an Agent of Cedars, against all Expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the Proceeding.

VII.3 Approval of Indemnity:

On written request to the Board by any Agent seeking indemnification, to the extent that the Agent has been successful on the merits, the Board shall promptly authorize indemnification in accordance with Section 5238(d) of the Nonprofit Corporation Law. Otherwise, the Board shall promptly determine, by a majority vote of a quorum consisting of Directors who are not parties to the Proceeding, whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) of the Nonprofit Corporation Law has been met and, if so, may authorize indemnification.

VII.4 Advancement of Expenses:

The Board may authorize the advance of Expenses incurred by or on behalf of an Agent in defending any Proceeding, before final disposition of the Proceeding, if (i) the Board finds that the requested advances are reasonable in amount under the circumstances, and (ii) the Agent submits a written undertaking to repay the advance unless it is ultimately determined that the Agent is entitled to be indemnified by Cedars for those Expenses.

VII.5 Insurance:

Cedars shall have the right to purchase and maintain insurance on behalf of any Agent against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not Cedars would have the power to indemnify the Agent against such liability under this Section 7, provided, that Cedars shall not have the power to purchase and maintain such insurance to indemnify any Agent of Cedars for a violation of Section 5233 of the Nonprofit Corporation Law.

## ARTICLE VIII

### **Records, Reports and Communications**

#### VIII.1 Inspection by Directors:

Every Director shall have the right at any reasonable time to inspect Cedars' books, records, documents, and physical properties. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts.

#### VIII.2 Financial Reporting:

Cedars shall produce and distribute the financial and other reports required by the Nonprofit Corporation Law, including, without limitation, the annual report required by Section 6321 and the statement of transactions or indemnification required by Section 6322, and if required, produce and make publicly available the financial statements required by the Nonprofit Integrity Act.

#### VIII.3 Fiscal Year:

The fiscal year of Cedars shall be October 1 – September 30, unless otherwise determined by the Board.

#### VIII.4 Electronic Transmissions:

Unless otherwise provided in these Bylaws, and subject to any guidelines and procedures that the Board may adopt from time to time, the terms "written" and "in writing" as used in these Bylaws (including, without limitation, the written consents contemplated by Section 4.3) include any form of recorded message in the English language capable of comprehension by ordinary visual means, and may include electronic transmissions, such as facsimile or e-mail; provided that (i) Cedars has obtained a valid written consent from the recipient to the use of such means of communication; (ii) for electronic transmissions to Cedars, Cedars has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (iii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

## ARTICLE IX

### **Gifts, Grants and Contracts**

#### IX.1 Gifts:

The Board or its designee may accept on behalf of Cedars any contribution, gift, bequest, or devise for the charitable purposes of Cedars.

#### IX.2 Grants:



The Board shall exercise itself, or delegate, subject to its supervision, control over grants, contributions, and other financial assistance provided by Cedars.

**IX.3 Deposits:**

All funds of Cedars shall be deposited to the credit of Cedars in such banks, trust companies, or other depositories or agency organizations as the Board may authorize.

**IX.4 Contracts:**

The Board may authorize any officer(s) or agent(s), in the name of and on behalf of Cedars, to enter into any contract or execute any instrument. Any such authority may be general or confined to specific instances, or otherwise limited. In the absence of any action by the Board to the contrary, the President, the Executive Director, and the Treasurer are each authorized to execute such instruments on behalf of the corporation.

**IX.5 Payment of Money:**

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of Cedars may be signed by the President, Treasurer, and Executive Director and may be countersigned by the Executive Director.

**ARTICLE X**

**Amendment**

Except as otherwise provided by law, these Bylaws may be amended or repealed and new Bylaws adopted by approval of the Board.

**Amended and restated on: (date) \_\_\_\_\_**

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of THE CEDARS OF MARIN, a California non-profit public benefit corporation, that the above Bylaws, consisting of nine pages, are the Bylaws of the Corporation adopted by the Board of Directors on \_\_\_\_\_ and that they have not been amended or modified since that date.

Executed on \_\_\_\_\_, 2018 in Ross, California

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Board Secretary