

**CONSTITUTION OF
SOUTHERN CALIFORNIA EMERGENCY SERVICES
ASSOCIATION
A California Nonprofit Public Benefit Corporation**

ARTICLE I.

NAME AND LOCATION OF OFFICES.

The name of this corporation is SOUTHERN CALIFORNIA EMERGENCY SERVICES ASSOCIATION (hereinafter referred to as “SCESA”). SCESA is a California nonprofit public benefit corporation (Corporation ID# C1319691) with a principal office at P.O Box 630220, Simi Valley, California 93065. The Board of Directors of SCESA (herein referred to as the “Chapter Board”) is granted full power and authority to change said principal office from one location to another. This Article may be amended from time to time as necessary to state the new location.

ARTICLE II.

PURPOSES.

SCESA is a nonprofit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law exclusively for charitable purposes. SCESA’s primary purpose is to assist with, on a local level, the purposes of California Emergency Services Association (“CESA”).

CESA is a nonprofit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law exclusively for charitable purposes. A further description of CESA’s primary purpose is as follows: CESA is dedicated to the promotion of mutual support and cooperation among government, private sector, non-governmental organizations and the public in preparing for natural and human caused disasters and public emergencies; to minimize loss of life and property, as a result of these disasters and emergencies; and to coordinate adequate measures for rehabilitation and reconstruction in the aftermath of disasters and public emergencies.

CESA shall promote these purposes by: serving as a clearing house for emergency management best practices, ideas, suggestions and courses of action; evaluating, developing, recommending, and implementing administrative and operational plans, courses of action and procedures; fostering and supporting training programs; evaluating, developing, and recommending public policies and legislation; disseminating information to the government, private sector, non-governmental organizations and the public, and promoting common interests with its subsidiaries, as well as with, associations, clubs, groups, organizations, agencies and governmental bodies.

The mission of CESA is to support and coordinate the efforts of its members concerning Federal, State and local emergency management policies; improve the professional status of its members; and represent the views of the members concerning legislative and technical matters.

ARTICLE III.

STATED OBJECTIVE OF SCESA CONSTITUTION.

The express purpose of this instrument is to form an organization of emergency management professionals and supporters operating in concert with its parent organization, CESA.

CESA intends to be the parent organization operating on a statewide level while overseeing several “local” subsidiary organizations, such as SCESA, that are independently incorporated (hereinafter collectively referred to as the “Chapters”) in order for the Chapters to provided mutual support and common action on a local basis with regards to geographic region. The intended purpose of creating this legal relationship with CESA is to assist CESA in better achieving its goals and serve its charitable purpose by providing more focused attention to defined local regions within the State of California.

CESA and the Chapters, serving in a legally binding parent-subsidiary relationship, will represent the emergency management professionals in all levels of government, private sector, non-governmental organizations and the public that share CESA’s purpose and objectives.

ARTICLE IV.

TERRITORIAL LIMITS.

The territorial limits of SCESA shall be confined to providing its charitable services solely within the State of California. SCESA is a subsidiary corporation of CESA and will provide services and representation to members residing within its respective geographic territories. SCESA’s geographic region will be initially defined by a list of counties in and services areas represented in “Counties and Service Areas” (Attached as “**Exhibit A**”) as are in effect as of the date SCESA is adopted by CESA. The boundaries of SCESA will be subject to readjustment by resolution of the Board of Directors of CESA (hereinafter the “Association Board”).

ARTICLE V.

SCESA OBLIGATIONS TO PARENT ORGANIZATION.

Section 1. CESA Adoption of Chapters.

The Association Board may from time to time as it deems fit, and in accordance with the CESA Constitution, adopt local Chapters as subsidiary corporations to assist in the furtherance of

achieving CESA's charitable purpose. SCESA is a recognized Chapter and subsidiary organization of CESA.

Section 2. Requirements of SCESA as CESA Chapter.

In order for SCESA to be recognized and affiliated with CESA SCESA must agree to comply with the requirements in Article V, Section 2 of the CESA Constitution. Any deviation or refusal by a Chapter to comply with CESA Chapter requirements will result in the immediate revocation of any affiliation between CESA and the Chapter.

ARTICLE VI.

MEMBERS.

Section 1. Members.

CESA shall have members that participate in the furtherance of its charitable purpose. Members may be individual persons or an organization approved by the Chapter Board.

Section 2. SCESA Membership Requirements.

An individual or organization may become a member of SCESA so long as the member meets the following requirements. Failure to meet all of the following requirements will result in termination of membership status:

- (a) A member must join CESA in accordance with CESA's Constitution; and
- (b) A member shall carry out and promote the policies of SCESA and CESA in the interests of the entire membership and shall not engage in any conduct which shall impair or undermine the charitable purpose and objectives of SCESA and CESA; and.
- (c) A member must agree to adhere to CESA's Constitution and to the bylaws of SCESA.

Section 3. Classes of Membership.

CLASS DEFINITION. Classes of Membership will be defined as described in the Chapter "Board Policies and Procedures" (attached as "**Exhibit B**").

CLASS MODIFICATION. The Chapter Board may from time to time as deemed fit modify existing, or establish additional classes, of membership and determine appropriate voting rights.

Section 4. Membership Voting Rights.

- (a) INDIVIDUALS. Individual members of SCESA shall have one (1) vote for SCESA actions that are not limited to the Chapter Board within this Constitution.
- (b) ORGANIZATION. An organization shall have one (1) vote for SCESA actions that are not limited to the Chapter Board within this Constitution.
- (c) PROXY. Voting by proxy is not allowed by individual nor organization members.
- (d) ISSUES. Members will be entitled to vote on such issues as the election of Chapter Board of Directors, amendments to the SCESA Constitution, Chapter Bylaws and such other issues presented to them by a majority vote of the Chapter Board that are deemed to require approval of the members by a majority vote.
- (e) BALLOT RULES. The Chapter Board shall establish rules establishing voting methods either manually or through the use of technology, including electronic transmissions, for handling ballots with regards to proposed amendments and for matters relating to voting with regards to proposed amendments to the SCESA Constitution or other matters presented to the members. Copies of such rules will be sent to each voting member together with the ballots proposing an amendment in accordance with California Corporations Code.

Section 5. Meetings of the Members.

The members are required to hold an Annual Meeting of the Members and may from time to time call special meetings as is deemed necessary and in accordance with notice and procedural requirements stated in the California Corporations Code.

- (a) ANNUAL MEETING. The annual meeting of SCESA's members shall be held within the last four months of the calendar year. The Chapter Board will be ultimately responsible for selecting the date of the annual meeting of the members. The Chapter Board will select a date on which the annual meeting will be held. The annual meeting of the members may be held at any location within the State of California for the benefit of members of SCESA.
- (b) PROCEEDS FROM THE ANNUAL MEETING. The Association Board shall determine the distribution of any net proceeds from the annual meeting training program between CESA and the Chapters as described in the Association Board's "Board Policy and Procedures."

Section 6. Transfer of Members Regarding Chapter Affiliation.

Upon approval of membership to CESA members will be assigned by CESA to be affiliated with a Chapter that is closest in proximity to their geographic location, and must adhere to that Chapter's Bylaws. If an individual or organization membership moves to a different location within the State of California, then the individual or organization member will be automatically reassigned to the Chapter, then in existence, that is closest in proximity to their geographic location.

Section 7. Termination of Membership to SCESA.

(a) Membership in SCESA shall terminate upon occurrence of any of the following events:

(1) Resignation of a member;

(2) Failure of a member, except an Honorary Member as defined in “Board Policies and Procedures” (“**Exhibit B**”), or any other Class Member of which has been designated exempt by the Association Board as exempt, to pay annual dues in the amount required and within the times set forth by the Association Board;

(3) Death of a member;

(4) Failure by a member to comply with CESA’s Constitution, a Chapter’s Bylaws, or Article VI, Section 2 of CESA’s Constitution with regards to requirements of membership to CESA as determined by the Association Board;

(b) Membership to CESA and its Chapters may be terminated for cause by a proceeding brought before the Association Board by a majority vote of the Association Board. Charges may be brought by any member in good standing or a Chapter Board by filing a statement of charges in writing with the Association Board.

Section 8. Rights of Inspection.

Every member shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of SCESA, for a purpose reasonably related to such person’s interest as a member.

ARTICLE VII.

DIRECTORS.

Section 1. Powers.

Subject to limitations of the Articles of Incorporation and SCESA’s Constitution and of pertinent restrictions of the Corporations Code of the State of California, all the activities and affairs of SCESA shall be exercised by or under the direction of the Chapter Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Chapter Board shall have the following powers in addition to the other powers enumerated in Chapter’s Constitution.

(a) To select and remove all the Officers, agents and employees of SCESA, prescribe such duties for them as may not be inconsistent with law, with the Articles of Incorporation, or with SCESA’s Constitution, fix the terms of their offices and their compensation and in the Chapter Board’s discretion require from them security for faithful service.

(b) To make such disbursements from the funds and properties of SCESA as are required to fulfill the purposes of SCESA as more fully set out in the Articles of Incorporation thereof, as well as in Article 2 of this Constitution, and generally to conduct, manage and control the activities and affairs of SCESA and to make such rules and regulations therefor not inconsistent with law, with the Articles of Incorporation or with SCESA's Constitution, as they may deem best.

(c) To adopt, make and use a corporate seal and to alter the form of such seal from time to time as they may deem best.

(d) To borrow money and incur indebtedness for the purposes of SCESA and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefore.

(e) It shall be the duty of the Chapter Board to develop the Constitution, bylaws, policies and procedures, and carryout the business of SCESA which will advance and protect the purposes of this Constitution and SCESA.

Section 2. Number of Directors.

The number of Directors of SCESA shall not be less than three (3) nor more than sixteen (16), with the exact number of directors to be fixed, within the limits specified, by approval of Chapter Board.

Section 3. Selection and Tenure of Office.

(a) TERMS. Each Director shall serve for a term of two (2) years. The term of each Director shall commence upon January 1st of the year following the annual meeting of SCESA in the year in which the Director is appointed. Directors shall remain in office until their successors have been elected and qualified.

(b) SELECTION REQUIREMENTS. Each Director of SCESA shall be elected by members of SCESA.

(c) SPECIAL RULES. Special election rules with regards to the Chapter Board are also incorporated by reference from within the Chapter "Board Policies and Procedures" (attached as "**Exhibit B**").

Section 4. Misconduct and Discipline.

(a) MISCONDUCT. Members of the Chapter Board shall not carry out, or engage in, any conduct and/or activity which impairs or undermines the legitimate, charitable purpose and objectives of SCESA and/or CESA.

(b) MISCONDUCT REVIEW. When allegations of misconduct are made against any member of the Chapter Board, the remaining Chapter Board members will review the allegations to

determine if, by a majority vote of the Chapter Board, misconduct has in fact occurred. Allegations must be made, in writing, to the Chapter Board.

(c) **DISCIPLINE.** Upon determination by the Chapter Board that misconduct has occurred, the Chapter Board may impose such sanctions, as it deems appropriate, up to and including removal from office. Decision to discipline Chapter Board members shall be made by a majority vote of the remaining Chapter Board. The general membership must be notified in writing within thirty (30) days of Chapter Board decisions with regards to misconduct involving Chapter Board members.

Section 5. Removal of Director.

Any Chapter Board Director may be removed with or without cause upon the approval of the majority vote of the Chapter Board. Special recall and removal rules are also incorporated by reference from within the Chapter Board “Policies and Procedures” (attached as “**Exhibit B**”).

Section 6. Vacancies.

Subject to the provisions of the California Nonprofit Public Benefit Corporation Law, any Director may resign effective upon giving written notice to the President, or the Secretary of SCESA, unless the notice specifies a later time for the effectiveness of such resignation.

If the resignation is to take effect at some future time, a successor may be selected before such time, to take office when the resignation becomes effective.

Vacancies on the Chapter Board shall be filled in the same manner as the Director(s) whose office is vacant provided that vacancies to be filled by election by Directors may be filled by a majority of the remaining Directors, although less than a quorum, or by a sole remaining Director. Each Director so elected shall hold office until the expiration of the term of office of the replaced Director and until a successor has been named and qualified.

A vacancy or vacancies on the Chapter Board shall be deemed to exist in case of the death, resignation or removal of any Director, or if the authorized number of Directors be increased.

The Chapter Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under the California Nonprofit Corporation Law.

No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of that Director’s term of office.

Section 7. Place of Meetings.

Notwithstanding anything to the contrary in Chapter’s Constitution, any meeting (whether regular, special or adjourned) of the Chapter Board may be held at any place within the State of California which has been heretofore designated for that purpose by resolution of the Chapter Board or by the written consent of all the members of the Chapter Board.

Section 8. Annual Meeting.

The annual meeting of SCESA shall be held in the month determined by the Chapter Board.

Section 9. Special Meetings.

Special meetings of the Chapter Board may be called at any time by order of the President or of any Vice-President or of the Secretary or of two or more of the Directors.

Section 10. Notice of Meetings.

Meetings of the Chapter Board shall be held upon four (4) days notice by first-class mail or a forty-eight (48) hour notice given personally or by the means of electronic transmission by and to SCESA communication or by electronic video screen communication. Any such notice shall be addressed or delivered to each Director or at such Director's address as it is shown upon the records of SCESA or as may have been given to SCESA by the Director for such purpose of notice or, if such address is not shown on such records or is not readily ascertainable, at the place at which the meetings of the Directors are regularly held.

Section 11. Quorum.

A majority of the authorized number of Directors shall constitute a quorum except when a vacancy or vacancies prevents such majority, whereupon a majority of the Directors in office shall constitute a quorum, provided that said majority of the Directors in office shall constitute at least either one-third of the authorized number of Directors or at least two (2) Directors, whichever is larger. A majority of the Directors present, whether or not a quorum is present, may adjourn any Directors' meeting to another time and place. If the meeting is adjourned for more than twenty-four hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors, if any, who were not present at the time of the adjournment. Except as the Articles of Incorporation, SCESA's Constitution and the California Nonprofit Corporation Law may provide, any 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 Association Board, provided, however, that any meeting at which a quorum was initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken shall be approved by at least a majority of the required quorum for such meeting, or such greater number as is required by the Articles of Incorporation, SCESA's Constitution or by law.

Section 12. Voting by Proxy Prohibited.

Directors may not cast their votes by proxy.

Section 13. Participation in Meetings by Electronic Transmission or Electronic Video Screen Communication.

Members of the Chapter Board may participate in a meeting by means of electronic transmission by and to SCESA or by electronic video screen communication, so long as all

members participating in such meeting can hear one another.

Participation in meeting by electronic transmission or electronic video screen communication is only permitted in the event of an emergency as declared by a majority of the Chapter Board or if in advance of a meeting such participation is approved by a majority of the Chapter Board.

Section 14. Waiver of Notice.

Notice of a 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 to a Director who attends the meeting without protesting before or at its commencement about the lack of notice. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 15. Adjournment.

A majority of the Directors present, whether or not a quorum is present, may adjourn any Directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors, if any, who were not present at the time of the adjournment.

Section 16. Action Without Meeting.

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

Section 17. Rights of Inspection.

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of SCESA, for a purpose reasonably related to such person's interest as a Director.

Section 18. Committees.

Committees of the Chapter Board may be appointed by resolution of the Chapter Board. Committees shall be composed of two (2) or more members of the Chapter Board or one (1) member of the Chapter Board and one (1) or more members of the Chapter, and shall have such powers of the Chapter Board as may be expressly delegated to it by resolution of the Chapter Board, except with respect to:

- (a) The approval of any action for which the California Nonprofit Corporation

Law also requires members' approval;

- (b) The filling of vacancies on the Chapter Board or on any committee;
- (c) The fixing of compensation of the Directors for serving on the Association Board or on any committee;
- (d) The amendment or repeal of bylaws or the adoption of new provisions to the SCESA Constitution;
- (e) The amendment or repeal of any resolution of the Chapter Board which by its express terms is not so amendable or repealable; or
- (f) The appointment of other committees of the Chapter Board or the members thereof.

Any such committee may be designated an Executive Committee or by such other name as the Chapter Board shall specify. The Chapter Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Chapter Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article applicable to meetings and actions of the Chapter Board. Minutes shall be kept of each meeting of each committee. Types of committees, description of committee duties, rules concerning committee meeting, reports, and structure and membership shall be developed by the Chapter Board and documented in the Chapter Board "Policies and Procedures" ("**Exhibit B**").

Section 19. Fees and Compensation.

Directors shall not receive compensation for their services as Directors. Directors may receive reimbursement for expenses as may be fixed or determined by the Chapter Board and may serve the organization in some other capacity for which compensation is paid.

ARTICLE VIII.

OFFICERS.

Section 1. Officers.

The Officers of SCESA shall be a President, a Secretary and a Treasurer/Chief Financial Officer. SCESA may also have, at the discretion of the Chapter Board, one or more Vice Presidents, one or more Assistant Secretaries and such other Officers as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold two or more offices, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the President.

Section 2. Election.

The Officers of SCESA, except such Officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen by, and shall serve at the pleasure of, the Chapter Board, subject to the rights, if any, of an Officer under any contract of employment. Each Officer shall hold his/her office for two (2) years or until he/she shall resign, be removed, or become otherwise disqualified to serve, or until his successor shall be elected and qualified.

Section 3. Subordinate Officers.

The Chapter Board may appoint, and may empower the President to appoint, such other Officers as the business of SCESA may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the SCESA Constitution or as the Chapter Board may from time to time determine.

Section 4. Removal and Resignation.

Any Officer may be removed, either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Chapter Board.

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

Section 5. Vacancies.

A vacancy in any office due to death, resignation, removal or any other cause shall be filled in the manner prescribed in SCESA's Constitution for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 6. Inability to Act.

In the case of the absence or inability to act of any Officer of SCESA and of any person herein authorized to act in his place, the Chapter Board may from time to time delegate the powers or duties of such Officer to any other Officer, or any Director or other person whom the Chapter Board may select.

Section 7. President.

The President is an Officer of SCESA. He/She shall, if present, preside at all meetings of the Association Board, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Chapter Board or prescribed by SCESA's Constitution. The President shall be the Chief Executive Officer of SCESA and shall, subject to the control of the Chapter Board, have general supervision, direction and control of the activities and Officers of SCESA.

He/She shall be ex officio a member of all the standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of president of SCESA, and shall have such other powers and duties as may be prescribed by the Chapter Board or SCESA's Constitution. The President shall authorize expenditures, within budget appropriations approved by the Chapter Board. The President shall develop the Chapter Board meeting agenda. Finally, during his or her term as President, the President of SCESA must agree to serve on the Board of Directors of CESA.

Section 8. Vice President.

In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Chapter Board, or if not ranked, the Vice President designated by the Chapter Board, 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 upon, the President. The Vice President(s) shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Chapter Board or the SCESA Constitution. Finally, during his or her term as Vice President, the Vice President of SCESA must agree to serve on the Board of Directors of CESA.

Section 9. Secretary.

The Secretary shall keep, or cause to be kept, at the principal office or such other place as the Chapter Board may order, a book of minutes of all meetings of the Chapter Board and its committees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Chapter Board and committee meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of California, the original or a copy of SCESA's Articles of Incorporation and SCESA's Constitution, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Chapter Board and any committees thereof required by SCESA's Constitution or by law to be given, shall keep the seal of SCESA in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Chapter Board.

Section 10. Treasurer/Chief Financial Officer.

The Treasurer shall be the Chief Financial Officer of SCESA and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of SCESA. The books of account shall at all reasonable times be open to inspection by any Director.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of SCESA with such depositories as may be designated by the Chapter Board. He/She shall disburse the funds of SCESA as may be ordered by the Chapter Board, shall render to the President and Directors, whenever they request it, an account of all of his transactions and of the financial condition of SCESA, and shall have such other powers and perform such other duties as may be prescribed by the Chapter Board.

The Treasurer shall notify the Chapter Board upon the receipt of official notifications and/or legal documents sent from such agencies as the Internal Revenue Service, the State Franchise Tax Board and the Secretary of State of California.

The Treasurer shall be responsible for the filing of state and federal taxes on time for SCESA and quarterly (at a minimum) brief the Chapter Board on any changes in SCESA's tax status.

Section 11. Salaries.

The salaries of the Officers shall be fixed from time to time by the Chapter Board and no Officer shall be prevented from receiving such salary by reason of the fact that such Officer is also a Director of SCESA.

ARTICLE IX

INDEMNIFICATION OF AGENTS OF SCESA.

Section 1. Definitions.

For purposes of this Article, "agent" means any person who is or was a Director, Officer, employee or other agent of SCESA, or is or was serving at the request of SCESA 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 which was a predecessor corporation of SCESA or of 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 of establishing a right to indemnification under Sections 4 or 5(b) of this Article.

Section 2. Indemnification in Actions by Third Parties.

SCESA shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of SCESA to procure judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or an action 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) by reason of the fact that such person is or was an agent of SCESA, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of SCESA and, in the case of a criminal proceeding, has no reasonable cause to believe the conduct of such person 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 person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of SCESA or that the person had reasonable cause to believe that

the person's conduct was unlawful.

Section 3. Indemnification in Actions by or in the Right of SCESA.

SCESA shall have the power to indemnify any person 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 this corporation or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, 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, to procure a judgment in its favor by reason of the fact that such person is or was an agent of SCESA, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of SCESA and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

(a) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to SCESA in the performance of such person's duty to SCESA, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all relevant circumstances, such person is fairly and reasonably entitled to indemnity for the expenses which such 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 4. Indemnification Against Expenses.

To the extent that an agent of SCESA has been successful on the merits in defense of any proceeding referred to in Section 2 or Section 3 of this Article or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. Required Indemnification.

Except as provided in Section 4 of this Article, any indemnification under this Article shall be made by SCESA only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 2 or Section 3, by:

(a) A majority vote of a quorum consisting of Directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending, upon application made by SCESA or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by SCESA.

Section 6. Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by SCESA prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 7. Other Indemnification.

No provision made by SCESA to indemnify its or its subsidiary's Directors or Officers for the defense of any proceeding, whether contained in the Articles, SCESA's Constitution, a resolution of Directors, an agreement or otherwise, shall be valid unless consistent with this Article.

Section 8. Forms of Indemnification Not Permitted.

No indemnification or advance shall be made under this Article except as provided in Sections 4 or 5(b) in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, SCESA's Constitution 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 it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. Insurance.

SCESA shall have power to purchase and maintain insurance on behalf of any agent of CESA 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 SCESA would have the power to indemnify the agent against such liability under the provisions of this Article; provided, however, that SCESA shall have no power to purchase and maintain such insurance to indemnify any agent of SCESA for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

Section 10. Nonapplicability to Fiduciaries of Employee Benefit Plans.

This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the corporation as defined in Section 1 of this Article. SCESA shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted

by subdivision (f) of Section 207.5239 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE X.

FINANCES.

Section 1. Deposits.

The Treasurer, in the name of SCESA, shall deposit all funds of SCESA's in a bank covered by the Federal Deposit Insurance Corporation. Deposits shall be made by check, check card or other approved electronic means, and signed by the Treasurer, and/or designated officers, as approved by the Chapter Board.

Section 2. Budget.

Each year the Treasurer shall develop a budget. The Chapter Board shall vote to accept, or modify and accept, the budget by a majority vote of the Chapter Board. Such a vote will approve expenditures within the budgeted limit.

Section 3. Expenditures.

The Treasurer is authorized to draft funds according to the Chapter Board approved budget for authorized expenditures based upon the Chapter Board "Policies and Procedures" ("**Exhibit B**"). Requests for extraordinary expenditures, must receive prior approval by the Chapter Board. Funds shall be withdrawn by check, check card or other approved electronic means, and signed by the Treasurer, and/or designated officers, as approved by the Chapter Board.

Section 4. Travel Reimbursement.

The Chapter Board shall develop policies and procedures governing reimbursement for travel other expenses incurred by the Chapter Board members or others while carrying out SCESA business.

Section 5. Awards.

SCESA will issue awards to recognize contributions made by its members and others, which support the cause and aims of SCESA. The type and level of awards as well as the rules governing issuance of such awards are detailed in the Chapter Board "Policies and Procedures" ("**Exhibit B**"). The awards are not automatic in nature and require approval by the Chapter Board.

Section 6. SCESA Accounting Period.

SCESA's accounting year shall be a calendar year ranging from January 1 to December 31.

Section 7. Income.

The income of SCESA shall include member's dues, assessments, contributions, loans, interest, grants, awards, dividends, and monies derived from any legitimate business or source.

Section 8. Dues.

The Chapter Board shall determine the amount due and the portion of dues to retain for SCESA operations.

Section 9. Operational Costs.

Anticipated costs of operation of SCESA for the ensuing fiscal year shall be presented at the annual meeting of the Chapter Board each year.

Section 10. Use of Funds from CESA.

All monies collected from CESA by SCESA shall be used for the general purposes and objectives of SCESA and CESA including recognition of achievements at the annual meetings.

Section 11. Chapter Funds Transition.

SCESA's assets and liabilities as of January 1, 2013 will remain the responsibility of SCESA and under the control of the Chapter Board.

ARTICLE XI.

DISSOLUTION.

Section 1. Termination.

SCESA shall be dissolved upon a vote of the majority vote of the Chapter Board which is subsequently approved and ratified by a two-thirds (2/3) vote of the members. In the event SCESA is dissolved, all funds remaining from CESA shall revert back to CESA.

Section 2. CESA Dissolution.

In the event that CESA is dissolved, all funds remaining in CESA's treasury shall be disbursed to remaining Chapters on a per member basis in apportionment with each Chapter's contribution to CESA

ARTICLE XII.

AMENDMENTS TO SCESA CONSTITUTION

Section 1. Submittal of Proposed Amendments.

Proposed amendments to the SCESA Constitution may be submitted in writing to the Chapter Board by members or Directors.

Section 2. Board Review.

The Chapter Board shall review the proposed amendment and make a report at a duly constituted meeting, noting any changes, modifications, substitutions or recommendations.

Section 3. Adopting Amendments to SCESA's Constitution.

To adopt amendments, the proposed amendment approved by the Chapter Board must receive a two-thirds (2/3) majority vote from the members.

ARTICLE XIII.

PUBLICATIONS

SCESA may publish bulletins, newsletters, pamphlets, journals, newspapers, magazines, periodicals, and general literature, from time to time, and in such manner as may be determined by the Chapter Board.

ARTICLE XIV.

RECORDS.

Section 1. Types of Records.

The records of SCESA shall include, but not be limited to, books of accounts, the SCESA Constitution and amendments thereto, minutes of all duly constituted meetings, and minutes of committee meetings. All records shall be maintained by the appropriate Officers and Directors designated in Article VII and Article VIII.

Section 2. Meeting Minutes.

Minutes of all duly constituted meetings shall be presented for acceptance to the voting members of the Chapter Board at the next duly constituted meeting. Upon acceptance by a majority vote the Chapter Board. The Secretary shall file the minutes. Such minutes shall constitute conclusive evidence of the proceedings at said meeting.

Section 3. Records Retention.

Annually, the Chapter Board shall review the records retention policy and practice and update it as necessary.

ARTICLE XV.

SCESA'S POTENTIAL AFFILIATION WITH OTHER ORGANIZATIONS.

Section 1. Outreach.

For the same reasons that prompted the establishment of SCESA within the State of California, it is considered appropriate that SCESA, from time to time affiliate and/or collaborate with other organizations, including national organizations, provided that such affiliation and/or collaboration may be accomplished without loss of legal autonomy and without conflict with the provisions of SCESA's Constitution. In the absence of a legally binding, written contract SCESA does not intend to become legally bound with any other organization other than CESA. However, any collaboration or affiliation by SCESA must first be approved by the Association Board.

Section 2. Outreach Agreements.

Upon approval by a majority vote of the SCESA Board, the President/or designee is authorized by the Chapter Board to sign such letters of agreement that allow SCESA to collaborate and/or affiliate with an outside organization, but in no way do said letters of agreement create a legally binding agreement beyond the scope of SCESA's Constitution. However, any agreement regarding collaboration or affiliation by SCESA with another organization must first be approved by the Association Board.

ARTICLE XVI.

PARLIAMENTARY AUTHORITY.

Robert's Rules of Order, latest edition, shall be the parliamentary authority for all matters of procedure not specifically covered by SCESA's Constitution. This Article is only meant to be used as a default Article in the event that issues arise that cannot be resolved by SCESA's Constitution due to the fact that SCESA's Constitution is silent on the matter. The current, acting President of SCESA may appoint a parliamentarian to serve during the accounting period.

ARTICLE XVII.

DISCLAIMER OF ENDORSEMENTS.

No individual member, group of members or Chapter shall have the authority to endorse or recommend any product or service in the name of the without prior written approval from the Chapter Board.

ARTICLE XVIII.

VALIDITY.

If any provision of this Constitution, or the application thereof to any person or circumstance, is held invalid by a court of law, the remainder of this Constitution, and the application of its provision to other persons or circumstances, shall not be affected thereby.

SCHEDULE 1:

DEFINITIONS

Association Board: The Board of Directors of the California Emergency Services Association.

Association Constitution: The governing document of the CESA.

CESA: The California Emergency Services Association.

Chapter: Subsidiary Corporation providing service to CESA member services within a geographic area.

Chapter Board: The Board of Directors of a Chapter.

Chapter Bylaws: The governing document of a Chapter that is in accordance with the Association Constitution

EXHIBIT A:
COUNTIES AND SERVICE AREAS

EXHIBIT B:
BOARD POLICIES AND PROCEDURES