

# **BYLAWS OF THE INTERCOUNTY FELLOWSHIP OF ALCOHOLICS ANONYMOUS**

**May 2021**

These Amended and Restated Bylaws of the Intercounty Fellowship of Alcoholics Anonymous, a California Nonprofit Public Benefit Corporation, (“Bylaws”) govern the organization and operation of the Intercounty Fellowship pursuant to its Articles of Incorporation, as from time to time amended, and consistent with California Nonprofit Public Benefit Corporation Law.

**PURPOSE** The primary purpose of the Intercounty Fellowship of Alcoholics Anonymous (“Intergroup” or “the Corporation”, and formerly “Intercounty Fellowship Board” or “IFB”) is to assist Member Groups, as defined below, meeting in San Francisco and Marin counties in carrying the message of Alcoholics Anonymous (“A.A.”) to those who suffer from alcoholism. Intergroup has been organized by and is responsible to its Member Groups for coordinating services which individual Member Groups cannot provide and derives its authority therefrom. In all its activities, policies, and proceedings, Intergroup shall observe the intent and spirit of A.A.’s Twelve Traditions and Twelve Concepts for World Service, as well as A.A.’s Three Legacies of Recovery, Unity, and Service.

## **ARTICLE I. INTERGROUP MEMBERSHIP**

### **Section 1.1 Membership in Intergroup.**

A Member Group (individually, a “Member Group”, and collectively, “Member Groups”) is any A.A. group holding regularly scheduled meetings in the counties of San Francisco or Marin and listed in the meeting schedule published from time to time in print or electronic media by Intergroup or its Central Office, which has elected to become affiliated with Intergroup in accordance with the procedures established by Intergroup. Any A.A. Member Group wishing to become affiliated with Intergroup shall register with the Central Office by notifying the Executive Director, as defined below, of its intent to register and providing such contact information as may reasonably be required from time to time by the Executive Director.

### **Section 1.2 Confidentiality.**

The names and addresses of all individual A.A. members submitted to and on file with Intergroup shall be kept confidential in accordance with A.A.’s principle of anonymity and as allowed by applicable law.

## **ARTICLE II. INTERGROUP REPRESENTATION AND REPRESENTATIVE VOTING**

### **Section 2.1 Representative Selection.**

Each Member Group may select from its membership, in such manner as it may choose, an Intergroup Representative (“IGR”) and one Alternative Intergroup Representative (“AIGR” and collectively with IGRs, the “Representatives”). It is suggested that each IGR and AIGR have at least one (1) year of continuous sobriety at the time of selection. The Representative shall represent the Member Group in all Intergroup affairs. In the absence of the IGR, a properly registered AIGR shall be entitled to represent the Member Group. No person may represent more than one (1) Member Group at any Intergroup meeting.

### **Section 2.2 Intergroup Representative Term.**

An Intergroup Representative term shall be for two (2) years, commencing July 1. It is suggested that A.A.’s spirit of rotation be observed, although a Member Group may choose to have its AIGR serve one (1) or more successive term, as deemed appropriate by the Member Group.

### **Section 2.3 Intergroup Representative Registration.**

Registration of an IGR or AIGR shall be effected by providing such contact information as may reasonably be required from time to time by the Executive Director or the Intergroup Recording Secretary.

### **Section 2.4 Voting Rights.**

Each Member Group shall have one (1) vote at all annual, regular, and special Intergroup meetings, on the election of Directors, on the disposition of all or substantially all of the Corporation’s assets, on any merger and its principal terms and any amendment of those terms, on any election to dissolve the Corporation, and on any changes to the articles of incorporation or bylaws. In addition, all Member Groups shall have all rights afforded members under the California Nonprofit Public Benefit Corporation Law. Votes are exercisable through a Member Group’s duly selected and registered IGR or AIGR present at the time of voting.

Intergroup Representatives are granted voting rights upon completion of both registration and such orientation session (“Orientation”) as the Board of Directors of the Corporation (the “Board”) may reasonably require, and after attending one (1) regularly scheduled Intergroup meeting. Alternates are granted voting rights upon completion of registration and may vote for three consecutive meetings without attending an Orientation. Following the third meeting, the registered IGR is considered inactive and the AIGR must then attend an Orientation to continue voting privileges. Following Orientation, the AIGR shall be considered the Group’s IGR. Individual A.A. members, as such, shall not be eligible to vote in Intergroup meetings.

In accordance with the above voting rights for Intergroup Representatives, any elected Intergroup Committee Chair not concurrently serving as an IGR, shall be granted the same voting rights. However, any individual serving in both capacities shall only be afforded one (1) vote.

**Section 2.5 Record Date.**

Any Member Group registered by the Executive Director or the Secretary of Intergroup, pursuant to these Bylaws, at the close of business on of third (3rd) business day, prior to any annual, regular, or special meeting of Intergroup (“Record Date”), shall be a member of record for purposes of establishing the total number of Member Groups, as well as the Member Groups entitled to receive notice of any subsequent meeting and to vote at any meeting. The Board may from time to time at its discretion authorize the Secretary to suspend this requirement for good cause.

**Section 2.6 Suspension of Voting Privileges.**

In the event a Member Group is not represented by its registered IGR or AIGR at three (3) consecutive regular or special Intergroup meetings, the Member Group’s voting rights shall be suspended, and for purposes of determining a quorum or the calculation of votes necessary to pass any measure submitted for vote, the Group shall not be counted as among those Groups entitled to vote at any Intergroup meeting until such time as the Group re-registers with the Executive Director or the Intergroup Secretary.

**Section 2.7 Non-voting Members.**

Notwithstanding anything to the contrary in these Bylaws, Intergroup and/or its Board may invite individual A.A. member(s) or individuals who are not A.A. members (“Non-voting Members”) to attend annual, regular and/or special meetings of Intergroup or any regular and/or special meetings of the Board, or any of their subcommittees, without such individual(s) having the right to vote on matters considered at any such meeting. Furthermore, any AA member may attend as a visitor, but will not have voting rights as “members”. Such persons shall not be “members” within the meaning of Section 5056 of the California Nonprofit Corporation Law.

**ARTICLE III. INTERGROUP MEETINGS, NOTICE, QUORUM**

**Section 3.1 Regular Meetings.**

Regular meetings of Intergroup shall be held at least monthly each year with the dates, times, and places determined at the annual meeting by a vote of the majority of Intergroup Representatives present and entitled to vote.

### **Section 3.2 Annual Meeting.**

The regular meeting held in the month of June shall be the annual meeting of Intergroup. Election of directors (the “Directors”) to the Board shall be held at the annual meeting or such later meeting as may be determined by vote of the majority of Intergroup Representatives present and entitled to vote.

### **Section 3.3 Special Meetings.**

Call of Special Meetings: Special meetings of Intergroup may be called by any of the following means: (a) resolution adopted at any regular Intergroup meeting, (b) upon written notice to all Intergroup Representatives from the Chair of the Board (the “Chair”), or (c) upon written notice from twenty- five percent (25%) of the Board. The business transacted at a special meeting is limited to the purposes stated in the notice of the meeting.

Notice of Special Meetings: Notice of the time and place of any special meeting shall be given to each Group by any of the following means: (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the Group’s IGR or to a person at the IGR’s office or residence who would reasonably be expected to communicate that notice promptly to the IGR; (d) facsimile; (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to the IGR’s address, email address, telephone number or other contact information, as registered on the Corporation’s records.

Notices shall be delivered at least forty-eight (48) hours before the time set for the meeting. The notice shall state the time of the meeting and the place, if the place is other than the Corporation’s principal office. The notice shall specify the purpose of the meeting.

### **Section 3.4 Notice of Meetings.**

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

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

- (i) First-class mail, with prepaid postage thereon, or certified mail;

- (ii) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages;
- (iii) Personal delivery of oral or written notice, including by courier service; or
- (iv) Facsimile transmission, email, or other electronic means, if the member has consented to accept notices in this manner, except that notice by electronic transmission shall not be given if:
  - (A) the Corporation is unable to deliver two consecutive notices to the member by that means; or
  - (B) the inability to so deliver the notices to the member becomes known to the secretary, any assistant secretary, the transfer agent, or other person responsible for the giving of the notice.

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

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

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

- (i) The place, date, and time of the meeting;
- (ii) The means of electronic transmission by and to the Corporation or electronic video screen communication, if any, by which members may participate in the meeting;
- (iii) In the case of a special meeting, the general nature of the business to be transacted;
- (iv) In the case of a regular meeting, those matters which the Board, at the time the notice is given, intends to present for action by the members; and
- (v) If directors are to be elected at the meeting, the names of all those who are nominees at the time the notice is given to members.

### **Section 3.5 Quorum.**

(a) A majority of the total number of registered Member Groups entitled to vote at an annual, regular or special Intergroup meeting, as of the Record Date for such meeting, shall constitute a quorum at such meeting.

(b) If a quorum is present at any meeting, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote, and voting on any matter shall be the act of

Intergroup, unless the Articles of Incorporation, these Bylaws, or the California Nonprofit Corporations Code requires a greater approval percentage. Abstentions shall not be counted in determining the number of votes cast for or against a measure.

(c) If any meeting of Intergroup is attended by less than a quorum of registered Member Groups, the Member Groups present may conduct a meeting for informational purposes only, and any matters which may be acted on at such meeting shall not be the act of Intergroup unless ratified at a subsequent Intergroup meeting at which proper notice under these Bylaws has been given and a quorum is present.

### **Section 3.6 Meeting Procedure.**

The Vice Chair of the Board (the “Vice Chair”) shall preside at Intergroup meetings and the Intergroup Recording Secretary (or IGR designee) shall take minutes of the meeting.

### **Section 3.7 Intergroup Committees**

The Intergroup may act by and through such committees as may be specified in resolutions adopted by a majority vote of the IGR’s. Each such committee shall have such duties and responsibilities as are granted to it from time to time by Intergroup. Each committee is composed of Representatives and any other individual A.A. member who is willing to contribute time to Intergroup activities in the furtherance of the principles, purposes, and objectives of Alcoholics Anonymous. Committee chairs must be approved by a majority vote of IGR’s and a majority vote of the Board.

### **Section 3.8 Adjournment of Meeting.**

- (a) In the absence of a quorum, any meeting of the Member Groups may be adjourned from time to time by the vote of a majority of the votes represented either in person or by proxy, but no other business may be transacted, except as otherwise provided herein or as agreed upon by the Board. No meeting of the Member Groups may be adjourned for more than 45 days.
- (b) Notice need not be given of the adjourned meeting if the time and place thereof (or the means of electronic transmission by and to the Corporation or electronic video screen communication, if any, by which members may participate) are announced at the meeting at which the adjournment is taken. If after the adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at the meeting.
- (c) At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting.

### **3.9 Action Without a Meeting by Ballot.**

- (a) Any action which may be taken at any regular or special meeting of the members may be taken without a meeting if the Corporation distributes a written ballot to every member entitled to vote on the matter.
- (b) All solicitations of ballots shall:
- (i) indicate the number of responses needed to meet the quorum requirement;
  - (ii) state the percentage of approvals necessary to pass the measure submitted with respect to ballots other than for the election of directors; and
  - (iii) specify the time by which the ballot must be received in order to be counted.
- (c) The written ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Corporation.
- (d) Approval by written ballot pursuant to this Section 4.1.b shall be valid only when:
- (i) the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action; and
  - (ii) the number of approvals cast by ballot equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

## **ARTICLE IV. BOARD OF DIRECTORS**

### **Section 4.1 Purpose, Elections, Number, Terms, Qualifications, Service Limitations.**

- (a) Purpose. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation or Bylaws regarding actions that require approval of the Membership, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised by or under the direction of the Board which is empowered to act on business and administrative affairs.
- (b) Elections. The Corporation shall elect Director(s) for vacant Director positions at the annual meeting pursuant to the system known as ranked-choice voting. The Corporation is to select and rank candidates based on their preferences. Eligible voting IGRs are to cast their ballot for their top three preferred candidates (distinction on preference between 1st, 2nd and 3rd priority is

unnecessary) which are to be summed and ranked. The top three candidates with the most votes shall be elected to serve on the Board. If there are more than three open positions on the Board, ideally there will be more candidates than open positions and the top ranked candidates (ordered by total votes) shall be elected to serve on the Board. When open Board positions exist with only partial terms remaining, these will be filled by candidates in the sequential order of votes cast from longest term (3 years) to shortest term length. If there is an equivalent number of candidates as there are available open positions on the Board, no voting is necessary. If a tie occurs between two or more candidates for one open Board seat, a second round of voting shall be facilitated.

(c) Number. The authorized number of Directors of the Corporation shall be eleven (11) Directors consisting of nine (9) elected Directors, as well as the elected Treasurer of the Corporation and the Executive Director of the Corporation.

(d) Terms. The Directors shall be elected by Representatives at the annual meeting of Intergroup. Three (3) Directors shall be elected each year to serve three (3) year terms, such that one-third (1/3) of the Board shall be retired and replaced annually.

(e) Qualifications. Each individual nominated for election to the Board (“Candidate” or “Nominee”) shall meet with and shall certify to a nominating committee (“Nominating Committee”) established by Intergroup Board that the Candidate is a sober member of Alcoholics Anonymous, actively engaged in an A.A. recovery program, and has a minimum of two (2) years of continuous sobriety. At the time of nomination, all Candidates shall be active participants at Intergroup and commit to maintaining that participation.

(f) Service Limitations. No individual shall serve as a Director for more than six (6) consecutive years, nor for more than six (6) years out of any ten (10) year period, provided, however, that service of not more than six (6) months as a Director to complete any partial term vacated for any reason shall not be calculated in determining service limits.

#### **Section 4.2 Director Nominations.**

Prior to the regular Intergroup meeting for the month of April, the Board secretary shall inform the Chair of the number of vacancies on the Board of Directors anticipated at the time of the Board Election, typically in June. A call for Candidates (nominations) shall be made at the April meeting and the Chair shall notify the Representatives that statements of interest and qualifications will be accepted by Intergroup from Candidates (“Candidate Statements”) interested in serving in any anticipated vacant Director positions. The Chair shall strive to ensure that there are at least twice as many Candidates as there are Director positions available at the time of election.

Candidate Statements of Interest are due to the Nominating Committee no fewer than twenty (20) business days before the June meeting. The Nominating Committee shall meet with each

Candidate prior to the June meeting to discuss the responsibilities of the position and to review the candidate's Statement of Interest.

Candidate Statements shall include a Candidate's sobriety date, the name of the Group represented, home group, relevant A.A. service experience, relevant nonprofit service experience, and relevant work experience. The Executive Director shall provide copies of all submitted Candidate Statements to the Intergroup Representatives by U.S. Mail or electronic means, including email, five (5) business days before the day of the annual election, with any confidential information redacted upon the written request of the individual.

#### **Section 4.3 Vacancy, Removal, and Resignation of Directors.**

If a vacancy occurs on the Board for any reason, the Board may at the next Board meeting, by a majority vote of the remaining Directors, elect a qualified successor to serve out the term, subject to approval of the Intergroup Representatives at the next Intergroup meeting.

An elected Director may be removed by affirmative vote of (a) two-thirds (2/3) of the eligible Representatives, or (b) two-thirds (2/3) of the elected Directors present at a special or regularly scheduled meeting of Intergroup or the Board, respectively. Reasons for removal of a Director include (but are not limited to) failure to maintain sobriety, and failure to attend three (3) Board meetings or three (3) Intergroup meetings since the last annual meeting.

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

#### **Section 4.4 Status and Term of the Executive Director.**

The Executive Director shall be a voting Director of the Board except when other provisions of these Bylaws provide for votes by the elected Board only. The Executive Director's membership on the Board shall be dependent upon continuing employment as the Executive Director. The Executive Director shall be an "at will" employee within the meaning of California law and may be removed from the Board by a majority vote of the elected Directors.

### **ARTICLE V. BOARD MEETINGS**

#### **Section 5.1 Meetings.**

The Board shall hold regular monthly meetings at such time and place as the Board determines.

#### **Section 5.2 Special Meetings.**

Special Meetings of the Board may be called by the Chair and other Officers of the Board without notice to the Member Groups. Notice of special meetings (and regular meetings when required) must be given to each director either: (i) four (4) days before the meeting, if notice is given by mail; or (ii) at least 48 hours before the meeting, if notice is given either by telephone, by electronic transmission, or personally. Any business transacted at any special meeting of the Board shall be limited to issues identified in the notice. At the discretion of the Executive Committee, the Board may have a Special Meeting without the Executive Director.

### **Section 5.3 Quorum of Directors.**

A majority of the Directors shall constitute a quorum, and Board actions shall be adopted by a majority vote of the Directors present and voting, unless otherwise set forth herein.

### **Section 5.4 Adjournment of Meeting.**

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

### **Section 5.5 Action Without a Meeting of the Board.**

Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all of the Directors or committee members consent to the action in writing and the number of Directors or committee members then serving constitutes a quorum. For purposes of this Section 5.5 only, "all of the directors or committee members" shall not include any interested director as defined in Section 5233 of the California Nonprofit Corporation Law. The written consents shall be filed with the minutes of the proceedings of the Board or committee. The action by written consent shall have the same force and effect as a unanimous vote of the Directors or committee members.

### **Section 5.6 Director Compensation.**

The Corporation shall not pay compensation to Directors for services rendered to the Corporation as directors, except that Directors may be reimbursed for reasonable expenses incurred in the performance of their duties to the Corporation. A Director may receive reasonable compensation for the performance of services provided to the Corporation in any capacity separate from his or her responsibilities as a Director when so authorized by a majority of the Directors then in office, and as long as no more than 49% of the Directors are interested persons within the meaning of Section 5227 of the California Nonprofit Corporation Law.

## **ARTICLE VI. CORPORATE OFFICERS**

### **Section 6.1 Responsibility.**

The Officers of the Corporation, who shall exercise all of the powers and discharge all of the duties of the officers of a California nonprofit public benefit corporation, shall be Chair of the Board, (“Chair”), Vice Chair, Secretary, and Chief Financial Officer, (“Treasurer”). It is suggested that each Officer have two (2) or more years of continuous sobriety at the time of election.

The Officers shall have general supervisory authority, with the approval of the Directors, over the areas of their various responsibilities. Any or all of the Officers, with the exception of the Treasurer, may be authorized as signatories of the Corporation expenditures.

### **Section 6.2 Term.**

The term of office of the Chair, Vice Chair, and Secretary shall be for one (1) year or until the successor in each respective office is elected by a majority vote of the Board. The Treasurer, who need not be a member of Intergroup, shall be elected by a majority vote of the Board at the Board Meeting prior to the Annual Meeting every other year or upon vacancy. The term of office of the Treasurer shall be two (2) years or until a successor is elected by the majority vote of the Board.

### **Section 6.3 Limitation of Terms.**

The Chair, Vice Chair, Treasurer and Secretary are eligible to succeed themselves to a second consecutive term in the same office.

### **Section 6.4 Chair.**

The Chair shall be responsible for the proper execution of the policies of Intergroup, including those expressed in the Operations Manual and Employee Handbook, and shall have such authority and duties as are usually incident to that office, including, but not limited to, the following:

- (a) Attend and preside at all annual, regular, and special Board meetings, Executive Committee meetings, and Intergroup meetings; call special meetings; and cast the deciding vote at any meeting at which the Chair is present when the vote is tied;
- (b) Be a member and the Chair of the Executive Committee;
- (c) Be an ex officio member of all committees;
- (d) Prepare the agenda for all Board meetings, Executive Committee meetings, and ensures that an agenda is prepared for Intergroup meetings;
- (e) Appoint, with the concurrence of the Board, the Chair, and members of all regular and special

Board committees authorized by the Directors; notwithstanding the foregoing, the Chair may delegate selection of committee members to the appointed committee chairperson;

(f) Represent Intergroup at meetings of Member Groups, other Alcoholics Anonymous gatherings and events, and at any other meeting in which Intergroup has an interest or should be officially represented. In lieu of attending any such meeting or event, the Chair may designate another Board member or other qualified member of Alcoholics Anonymous as a suitable representative;

(g) Prepare, or have prepared, and submit the Annual Report to the Member Groups on or before the Annual Meeting in June; and

(h) Supervise the Executive Director as deemed appropriate by the Executive Committee.

### **Section 6.5 Vice Chair.**

The Vice Chair shall perform the usual functions of the second ranking corporate officer, including, but not limited to, the following:

(a) In the Chair's absence or upon the Chair's request, perform the necessary functions of the Chair as set forth in paragraph 6.2;

(b) Be a member and Co-Chair of the Executive Committee;

(c) Be an ex officio member of all committees; and

(d) Attend all Board meetings, Executive Committee meetings, and Intergroup meetings.

(e) Prepare agenda for Intergroup Meetings

### **Section 6.6 Secretary.**

The Secretary shall perform the usual functions of a corporate secretary, including, but not limited to, the following:

(a) Attend all regular and special Board meetings, Executive Committee meetings, and Intergroup meetings;

(b) Be a member of the Executive Committee;

(c) Record minutes of all meetings of the Board and Executive Committee

(d) Assure the maintenance of a record set of minutes of all meetings of the Board and, if applicable, meetings of committees of the Board, at the principal office of the Corporation, or at such other place as the Board may determine, recording therein the time and place of holding, whether annual, regular, or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof;

(e) Assure that all notices are duly given in accordance with the provision of these Bylaws or as required by law;

(f) Exhibit at all reasonable times to any Intergroup Representative, on request therefore, the Bylaws and the minutes of the proceedings of the Board; and

(g) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned from time to time by the Board.

### **Section 6.7 Treasurer.**

The Treasurer shall perform the usual functions of a corporate chief financial officer, including, but not limited to, the following:

(a) Be a member of the Executive Committee;

(b) Assure the deposit of all funds and securities of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board;

(c) Assure the receipt, and that receipt is given, for monies due and payable to the Corporation from any source whatsoever;

(d) Assure disbursement of the Corporation's funds as may be directed by the Board, and ensure that there are proper vouchers for such disbursements;

(e) Assure the keeping and maintenance of adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses;

(f) Review all monthly reporting by the Executive Director, particularly relating to subsections (a) through (d) of this Section;

(g) Assure, at all reasonable times, the exhibition of the books of account and financial records to any Board Member of the Corporation on request therefore;

(h) Cause to be prepared an annual internal controls review unless Intergroup votes not to conduct such a review based on a report from the Treasurer and Executive Director presented through the Board;

(i) Cause to be prepared an independent audit at least every two (2) years, with all financial statements to be included in any required reports unless Intergroup votes not to conduct such an audit based on a report from the Treasurer and Executive Director presented through the Board; and,

(j) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, by these Bylaws, or which may be assigned from time to time by the Board.

**Section 6.8 Additional Powers.**

Any Officer of this Corporation, in addition to the powers conferred by these Bylaws, shall have the powers and shall perform such additional duties as may be prescribed from time to time by the Board.

**Section 6.9 Vacancies.**

In the event of the death, resignation, or inability to act of any Officer, the Board shall elect a successor in the same manner as the original Officer was elected except as follows: in the event of a vacancy in the office of Chair, the Vice Chair shall succeed to that office and serve out the remainder of the Chair's term.

**Section 6.10 Removal.**

Any Officer may at any time be removed by the Board with cause by an affirmative vote of a majority of the current elected Directors of the Board.

**ARTICLE VII. EXECUTIVE DIRECTOR AND EMPLOYEES**

**Section 7.1 Corporate Management.**

The general governing powers of management, authority over, and supervision of the activities of Central Office, are vested in the Board and in its Officers. It is intended, however, that the routine work, services, and activities of Intergroup be carried on primarily through the volunteer service of individual A.A. members and others under the general supervision and coordination of a paid Executive Director. The Executive Director shall be an ex officio member of all committees unless membership is specifically limited by the Board.

**Section 7.2 Executive Director and Employees.**

A paid Executive Director shall be hired by the Board to manage the Central Office under the Board's authority, supervised by the Board Chair, and assisted to the extent necessary by paid office employees. The qualifications, compensation, powers, and duties of the Executive Director and other Intergroup employees shall be established by the Board, along with the policies and procedures related to their respective employment. All persons employed by Intergroup shall be "at will" employees within the meaning of California law.

**ARTICLE VIII. BOARD COMMITTEES**

**Section 8.1 Board Committees.**

The Board of Directors may, by resolution passed by a majority of the Board, designate one or

more board committees. The Board Chair shall appoint the Chairs for the Board committees. The Chairs of the committees shall be members of the Board of Directors. Any committee so established shall have and may exercise such powers as provided in the resolution which established the committee. Dissolution of any such committee shall be accomplished by a resolution of a majority of the Board as a whole.

### **Section 8.2 Types of Committees.**

In general, the types of Board committees may include, but not be restricted to, Governance, Operations, Finance, and Development.

### **Section 8.3 Meetings.**

Meetings of the individual committees may be held at such time and place as may be determined by a majority of the committee, by the Chair, or by the Board of Directors. Notice of meetings shall be given to the committee's members at least five (5) working days in advance of the meeting unless all members agree to a shorter notification. Notification may be by electronic means, including e-mail. A majority of the committee's membership shall constitute a quorum.

### **Section 8.4 Executive Committee.**

The Board shall maintain an Executive Committee of the Board consisting of the Board Chair, Vice Chair, Treasurer, Secretary, and the Executive Director. In the event of exigent circumstances or the inability of the Board to hold a special or regular meeting, the Executive Committee is empowered to act on the Board's behalf in the business and administrative affairs of the Central Office without first obtaining the approval of the full Board.

Executive Committee meetings may be called by the Chair, as long as notice is provided to the other Officers of the Board. At the Chair's discretion, the Executive Committee may meet without notice to the Executive Director and/or without the Executive Director present.

### **Section 8.5 Nominating Committee.**

Nominees for the Directors of the Board shall be submitted to Intergroup by an advisory committee of the Board, the Nominating Committee. The Nominating Committee shall consist of a minimum of three (3) Members and shall be selected by the Board as needed. During the month prior to the election of the Board, the Nominating Committee shall screen prospective Directors to ensure that any person nominated is qualified by background or experience, as appropriate, to discharge his or her respective duties. The Nominating Committee shall be available to act at any time to submit nominees to the Board should a vacancy in the Board of Directors occur.

While a board committee has the authority of the board, the California Nonprofit Corporation Law prohibits it from taking certain actions listed below:

### **Section 8.6 Committee Actions.**

While the aforementioned board committees have the authority of the board, the committees are prohibited from taking the actions listed below:

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

## **ARTICLE IX. CONFLICT OF INTEREST**

### **Section 9.1**

Subject to approval by Intergroup, the Board shall adopt and implement such policies and procedures relating to conflicts of interest and self-dealing, consistent with the California Nonprofit Corporation Law and federal laws, as may be required to maintain the Corporation's status as a nonprofit corporation and to protect Intergroup from any prohibited act on the part of any member of the Corporation's Board, employee, or volunteer.

## **ARTICLE X. INDEMNIFICATION**

### **Section 10.1 Definitions.**

For purposes of this Article X, capitalized terms used herein shall have the meanings set forth in this Section 10.1:

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

corporation of the Corporation or of another enterprise at the request of the predecessor corporation.

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

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

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

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

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

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

### **Section 10.2 Indemnification in Third-Party Actions.**

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

(a) Acted in good faith.

(b) In a manner the Agent reasonably believed to be in the best interests of the Corporation.

(c) In the case of a criminal proceeding, had no reasonable cause to believe the Agent's conduct was unlawful.

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

### **Section 10.3 Indemnification in Other Actions.**

The Corporation [may/shall] indemnify any Agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Corporation, or brought under Section 5233 of the California Nonprofit Corporation Law

regarding self-dealing transactions, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, against expenses actually and reasonably incurred by the Agent in connection with the defense or settlement of the action if the Agent acted:

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

#### **Section 10.4 Limitation on Indemnification in Other Actions.**

No indemnification shall be made under Section 10.03:

- (a) In respect of any claim, issue, or matter as to which the Agent has been adjudged to be liable to the Corporation in the performance of the Agent's duty to the Corporation, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

#### **Section 10.5 Mandatory Indemnification.**

The Corporation shall indemnify any Agent against expenses actually and reasonably incurred where the Agent has been successful on the merits in defense of any proceeding described in Section 10.02 and 10.03 of these bylaws, or in defense of any claim, issues, or matter therein.

#### **Section 10.6 Insurance.**

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

## **ARTICLE XI. MISCELLANEOUS**

### **Section 11.1 Fiscal Year.**

Unless otherwise determined by the Board, the fiscal year of this Corporation shall begin on January 1 and end on the succeeding December 31.

### **Section 11.2 Corporate Seal.**

This Corporation has no seal.

### **Section 11.3 Electronic Communication and Meetings.**

Phone Conferences. A Member, Director, or committee member may participate in a meeting of Intergroup, the Board, or an Executive Committee by electronic means, as long as all persons present, whether physically or electronically, can hear all other participants simultaneously during the course of the meeting, and with the approval of a majority of the attending members.

### **Section 11.4 Authority to Borrow, Encumber Assets.**

No Director, officer, agent or employee of this Corporation shall have any power or authority to borrow money on its behalf, to pledge its credit, or to mortgage or pledge its real or personal property except within the scope and to the extent of the authority represented by resolutions adopted from time to time by the Board. Authority may be given by the Board for any of the above purposes and may be general or limited to specific instances.

### **Section 11.5 Deposit of Funds.**

All funds of this Corporation shall be deposited from time to time to the credit of this Corporation in such banks, trust companies, or other depositories as the Board may approve or designate, and all such funds shall be withdrawn only in the manner or manners authorized by the Board from time to time.

## **ARTICLE XII. DEFINITIONS**

(a) Alcoholics Anonymous (A.A.): A worldwide fellowship of men and women who share their experience, strength and hope with each other that they may solve their common problem and help others to recover from alcoholism.

(b) Candidate; Nominee: An IGR who is made available to serve as a Director of the Corporation and agrees to stand for election.

(c) Candidate Statement: A written statement of interest and qualifications submitted to Intergroup by a Candidate for election as Director of the Corporation.

- (d) Central Office: Intergroup’s administrative office staffed by paid special workers and A.A. member volunteers.
- (e) Executive Director: “At will” Special Worker managing Central Office.
- (f) Corporation: The Intercounty Fellowship of Alcoholics Anonymous, a California Nonprofit Public Benefit Corporation.
- (g) Director: A member of the Board of Directors of the Corporation.
- (h) Group: A Member Group within Intergroup; also, separately, any two or three alcoholics gathered for sobriety, provided that, as a group, they have no other affiliation.
- (i) IGR; AIGR: The Intergroup Representative or Alternate Intergroup Representative selected by a Group to represent it and its individual members at Intergroup meetings.
- (j) Intergroup: The A.A. Fellowship of Member Groups meeting in San Francisco and Marin counties, organized by and responsible to its Member Groups for coordinating services which individual Groups cannot provide. (See “Corporation”).
- (k) Intergroup Board; Board of Directors; Board: The body consisting of the eleven (11) elected and appointed members responsible for managing the Corporation’s business activities and administrative affairs.
- (l) Member Group: An A.A. group holding regularly scheduled meetings in the counties of San Francisco or Marin and listed in the meeting schedule published from time to time in print or electronic media by Intergroup or its Central Office, which has elected to become affiliated with Intergroup in accordance with the procedures established by Intergroup.
- (m) Nominating Committee: Board Committee responsible for accepting and reviewing Director nominations and Candidate Statements.
- (n) Non-voting Member: an invited non-A.A. Member of Intergroup; any member of the fellowship of Alcoholics Anonymous not registered as an Intergroup Representative or Alternate Intergroup Representative or whose Group has been suspended for lack of attendance by its IGR or AIGR.
- (o) Notice: Process of informing Groups and /or Intergroup Representatives about Intergroup and Board meetings and actions. Notice may be given by (i) personal delivery of written notice; (ii) first-class mail, postage prepaid; (iii) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the Group’s Intergroup Representative or to a person at the Intergroup Representative’s office or residence who would reasonably be expected to communicate that notice promptly to the

Intergroup Representative; (iv) facsimile; (v) electronic mail; or (vi) other electronic means.

(p) Orientation: The required introductory session presenting Intergroup procedures, policies and practices to new IGRs, established and maintained by the Board for the purpose of facilitating IGR's participation in Intergroup.

(q) Record Date: Close of business on the third (3rd) day prior to any annual, regular, or special Meeting.

(r) Representative: A Member Group's duly selected Intergroup Representative or Alternate Intergroup Representative.

(s) Substantial Unanimity: A two-thirds (2/3) affirmative vote of the elected Directors of the Board or Intergroup Members present and voting at a meeting at which a quorum is present. Abstentions shall not be counted in determining the number of votes cast for or against a measure.

(t) Third Legacy Procedure: An electoral procedure defined in The A.A. Service Manual which strives to achieve Substantial Unanimity.

### **ARTICLE XIII. PRINCIPAL OFFICE**

The principal office of the Corporation in the State of California shall be in the City and County of San Francisco. The Corporation may have other offices as the Board may determine or as the affairs of the Corporation may from time to time require.

### **ARTICLE XIV. CORPORATE RECORDS AND INSPECTION RIGHTS**

#### **Section 14.1 Maintenance of Corporate Records.**

The Corporation shall maintain electronic and or copies of the following documents and records:

- (a) Minutes of all meetings of Intergroup, the Board, and its committees;
- (b) Adequate and correct books and records of account, including accounts of its properties and business transactions, and accounts of its assets, liabilities, receipts, disbursements, gains, and losses; and
- (c) A copy of the Corporation's Articles of Incorporation and Bylaws, as amended to date.

#### **Section 14.2 Member Inspection Rights.**

Every Member Group shall have the absolute right at any reasonable time through its Representative to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation. Any inspection under the provisions of this

Section must be made in person and the right to inspect includes the right to copy and make extracts.

## **ARTICLE XV. AMENDMENT OF ARTICLES OF INCORPORATIONS AND BYLAWS**

### **Section 15.1 Amendments.**

The Articles of Incorporation or Bylaws of the Corporation may be amended by two-thirds (2/3) vote (“Substantial Unanimity”) of both Intergroup and the Board.

### **Section 15.2 Board of Directors Procedure.**

- (a) The Board may at any time adopt a resolution to amend the Articles of Incorporation or the Bylaws by Substantial Unanimity of those Directors present and voting.
- (b) After adoption, the resolution shall be submitted by the Board’s Secretary to Intergroup for consideration and vote by Representatives at the next Intergroup meeting.
- (c) Approval of the Board resolution by the Representatives shall be by Substantial Unanimity.

### **Section 15.3 Intergroup Procedure.**

- (a) Representatives of Member Groups may at any time adopt a resolution to amend the Articles of Incorporation or the Bylaws at an Intergroup meeting. Any resolution proposed by a Representative shall set forth the name of the Representative and Member Group so proposing. Approval of any Representative’s resolution to amend the Articles of Incorporation or the Bylaws by the Representatives shall be by Substantial Unanimity of the Members, present and voting at the Intergroup meeting.
- (b) Any resolution adopted by Intergroup shall be submitted to the Board for consideration and vote at the next Board meeting.
- (c) Approval of the Intergroup resolution by the Board shall be by Substantial Unanimity.

### **Section 15.4 Notice.**

Notice of any proposed amendment to the Articles of Incorporation or the Bylaws, whether initiated by the Board or Intergroup, shall be submitted by the initiating body to the Executive Director within five (5) days of adoption, by mail or electronic means, including email. The proposed amendment shall then be transmitted to the counterpart Intergroup or Board body within five (5) days for consideration and vote at the next meeting of the receiving body. Any proposed amendment shall be available to any individual A.A. member for review at Central Office during regular business hours.



**CERTIFICATE**

This is to certify that the foregoing is a true and correct copy of the Bylaws of the Intercounty Fellowship of Alcoholics Anonymous, a California Nonprofit Public Benefit Corporation, and that such Bylaws were duly revised and adopted by the Members of said Corporation on the date set forth below.

Dated: 5-24-21

/s/  Secretary

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