

BY-LAWS OF
BROWN COUNTY HOMELESS AND HOUSING COALITION

(Effective, January 1, 2017)

ARTICLE I. PURPOSES, OPERATION, OFFICES AND LOCATION

SECTION 1. Name, Purposes and Operation. Unless and until its Articles of Incorporation are duly amended, the name of the corporation is and shall be: “Brown County Homeless and Housing Coalition”, the (“Corporation”). The mission of the Corporation is to provide leadership in the development, advocacy, and coordination of community strengths to prevent and end homelessness. The Corporation shall encourage and provide opportunities for coordinated and collaborative services, educate our community of the housing strengths and needs experienced by those at-risk or experiencing homelessness, identify, evaluate and respond to gaps in the housing continuum. The Corporation is organized and shall be operated exclusively for charitable purposes, and limited to the exclusive purposes permitted for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time, and corresponding provisions of applicable successor Revenue Acts. The Corporation may not, and no Director, Officer or employee shall have the power or authority to do any act in contravention of the Corporation’s Articles of Incorporation, or contrary to any applicable federal, state and/or local laws and regulations.

SECTION 2. Gifts, Funds and Accounts. All funds received by the Corporation shall be dedicated and invested solely for the purposes of the Corporation. The Governing Board may establish guidelines to receive and accept gifts, grants, devises or bequests and the disbursement of funds by the Corporation in such manner as may, in the judgment of the Governing Board, be consistent with the purposes of the Corporation. The Corporation, by its Governing Board, shall determine, establish, maintain and have responsible control over all of the Corporation’s fiscal affairs, investments and bank accounts, into which all funds, including without limitation gifts, received or held by the Corporation shall be deposited from time to time, and the Governing Board shall develop procedures and practices regarding appropriate financial controls regarding such funds and accounts. The Governing Board may engage and retain such accountants, attorneys, consultants, and other advisors as may be necessary or advisable from time to time to best accomplish the purposes and objectives of the Corporation.

SECTION 3. Membership. The Coalition, being a membership organization, shall have three membership levels; Partner Member, Associate Member and Supporting Individual Member. The annual membership fee will be set each year by the Governing Board.

SECTION 4. Principal Office. The principal office of the Corporation in the State of Wisconsin shall be located in the City of Green Bay, County of Brown, State of Wisconsin.

SECTION 5. Registered Office. The registered office of the Corporation required by the Wisconsin Non-Stock Corporation Law, Chapter 181, Wis. Stats., to be maintained in the State of Wisconsin may be, but need not be, identical with the principal office in the State of Wisconsin, and the address of the registered office may be changed from time to time by the Governing Board.

ARTICLE II. GOVERNING BOARD

SECTION 1. General Powers. The Governing Board shall oversee the management of investments, properties, business and affairs of the Corporation. The Governing Board shall utilize and distribute the net earnings and principal funds of the Corporation solely in accordance with the purposes for which the Corporation was organized.

SECTION 2. Number, Tenure, Manner of Election and Qualifications. The Governing Board will be compromised of not less than thirteen (13) and not more than seventeen (17) members. A minimum of seventy-five percent (75%) of the Governing Board will be Partner Members representative of organizations and projects serving the at-risk and homeless subpopulations in Brown County. The Governing Board will make a concerted effort that the remaining twenty-five percent (25%) will include leaders and representatives from Brown County community organizations, law enforcement agencies, governmental bodies, housing providers, private businesses and individual(s) identified as homeless or formerly homeless. The Governing Board shall be self-perpetuating, electing new Board members from time to time. Each Governing Board member shall hold office for an initial term of two (2) years; and no Governing Board member may serve more than two (2) consecutive terms in office. Governing Board member terms shall be staggered to the greatest extent reasonably possible. Governing Board members then in office, and not less frequently than at each Annual Meeting of the Brown County Homeless and Housing Coalition, shall elect such additional Board members as are required to fill vacancies from time to time existing on the Governing Board, in the manner and for the terms set forth above. A full two-year term shall be considered to have been served upon the passage of the annual meeting two years following their election. Governing Board members shall take office immediately following the close of the annual meeting at which they are elected by the Coalition members.

SECTION 3. Nominations and Elections. Not later than the fourth Thursday of July, the president, with approval of the Executive Committee, shall appoint a Nominating Committee consisting of not less than three (3) voting Coalition members, one (1) of whom shall be a past-president of the Coalition, if there is a past-president of the Coalition who is a current voting member. It shall be the duty of the Nominating Committee to propose names of eligible members of the Coalition to serve as the executive officers and governing board members for the following year. The names of those nominated shall be submitted in writing to each member of the Coalition at least thirty (30) days in advance of the annual meeting at which time the election shall be held. Additional nominations may be made in accordance with policies and procedures that have been adopted by the Governing Board.

SECTION 4. Regular Meetings. The Governing Board may provide, by resolution, the time and place of regular meetings without other notice than such resolution. Said meetings are open to all members (eligible voting and non-voting members) as well as any interested parties. The annual meeting of the Corporation shall be held in December of each calendar year (the "Annual Meeting"), or at such other time as the Governing Board may determine.

SECTION 5. Special Governing Board Meetings. Subject to a five (5) day advance notice to all Board members, special meetings of the Governing Board may be called: (i) by or at the request of the

President, or (ii) by any Officer or Board member upon the request of not less than two (2) Board members of the Corporation in office at the time of the notice of such special meeting. The person or persons calling such meetings may fix any time or place for holding any special meeting of the Governing Board called by them, which shall be specified in the notice thereof.

SECTION 6. Number of Governing Board Meetings. The Governing Board shall meet a minimum of eight (8) times per year, including the Annual Meeting. Unless the Governing Board has set the Regular Meetings by Resolution, advance written notice of each regular meeting shall be delivered pursuant to Section 6 of this Article II to each Board member at least five (5) calendar days before the date set, stating the date, time and place, which notice may be given by U.S. first class mail, facsimile and/or by electronic mail (E-mail) to the Board members' address, facsimile and/or electronic mail address) of record (as the same shall exist from time to time in the Corporations' books and records), each of which shall constitute a proper method of delivery (unless otherwise specifically prohibited by applicable law or regulations).

SECTION 7. Meeting Notices. Notice of any special meeting shall be given at least twenty-four (24) hours previously thereto by oral or written notice delivered personally or mailed to each Board member at his or her last known address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If emailed, such notification shall be deemed to be delivered upon transmission, accurately addressed, to the recipients' email address of record on the Corporation's books and records. Whenever any notice whatever is required to be given to any Board member of the Corporation under the provisions of these By-Laws or under the provisions of the articles of incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Board member entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Board member at a meeting shall constitute a waiver of notice of such meeting except where a Board member attends a meeting and objects thereat to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Governing Board need be specified in the notice or waiver of notice of such meeting.

SECTION 8. Quorum. A majority of Governing Board members (entitled to vote on the matters brought before them) then in office shall constitute a quorum for the transaction of business at any meeting of the Governing Board, but though less than such quorum is present at a meeting, a majority of the Board members present may adjourn the meeting from time to time without further notice.

SECTION 9. Manner of Acting. The act of the majority of the Board members present at a meeting at which a quorum is present (and entitled to vote on the matters brought before them) shall be the act of the Governing Board, unless the act of a greater number is expressly required by the Corporation's Articles of Incorporation, these By-Laws, or by applicable law. Notwithstanding the foregoing, the President shall not vote on any matter brought before the Governing Board; provided, however, if a tie, impasse or deadlock results from the Board members' vote or manner of acting on any matter properly brought before it, then the President shall be empowered and authorized to vote on such matter(s), and his/her vote shall be the tie-breaking vote.

SECTION 10. Removal of Board Member. Any Governing Board member may be removed from the Governing Board, either with or without cause, by the vote of not less than the majority of Board members then in office (not including the Board member at issue), taken at any regular or special meeting of the Governing Board called for that purpose.

SECTION 11. Presumption of Assent. A Governing Board member of the Corporation who is present at a meeting of the Governing Board, or any committee thereof, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting, or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately (within one (1) business day) after the adjournment of the meeting. Such right to dissent shall not apply to a Board member who voted in favor of such action.

SECTION 12. Action by Consent Resolution. Any action required or permitted to be taken at any meeting of the Governing Board, or any committee thereof, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by seventy-five percent (75.0%) of the Governing Board or members of such committee entitled to vote thereon (which signatures may be delivered in counterparts, and transmitted electronically, including by facsimile or email).

SECTION 13. Vacancies. Any vacancy, other than the president position, occurring in the Governing Board may be filled until the next succeeding annual election by the affirmative vote of a majority of the Executive Committee then in office, although less than a quorum of the Governing Board. The office of any Governing Board member not present at three (3) consecutive meetings of the Governing Board may be declared vacant by action of the Governing Board on the recommendation of the President. A vacancy in the president position shall be filled through the election process of the Coalition.

SECTION 14. Compensation. Board members shall serve without compensation.

SECTION 15. Conflict of Interest Policy. The Corporation shall maintain, and the Governing Board shall observe, a written conflict of interest policy, administered on an annual basis, pursuant to which each Governing Board member is advised of his or her affirmative duty to disclose the Corporation by its Governing Board any material conflict of interest he or she may have in the conduct of the business and affairs of the Corporation. A copy of the Corporation's present Conflict of Interest Policy is attached hereto and made part hereof.

ARTICLE III. OFFICERS

SECTION 1. Principal Officers. The principal officers of the Corporation (the "Officers") shall be: (i) President; (ii) Vice President; (iii) Secretary; (iv) Treasurer; and (v) immediate Past-President. Each Officer shall be elected by the Coalition. Such other Officers and assistant Officers as may be reasonably deemed necessary or advisable may be elected or appointed by the Governing Board. Any two (2) or more Offices may be held by the same person, except the offices of President and Vice

President, and President and Secretary. In addition to the matters specified in connection with each office set forth below, each Officer shall have whatever duties and responsibilities are delegated to him or her by the Governing Board from time to time, or as he or she shall agree to undertake and perform from time to time.

SECTION 2. Election and Terms of Office. The Officers of the Corporation shall be elected by the Coalition at (or within thirty (30) days following) its Annual Meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as practicable. Each Officer shall hold office for an initial term of two (2) years (or otherwise until his or her successor shall have qualified, until his or her death or physical or mental disability, or until he or she shall have resigned or been removed in the manner provided hereinafter).

SECTION 3. Removal. Any Officer or agent elected or appointed by the Governing Board may be removed by majority vote of the Governing Board whenever in its judgment the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

SECTION 4. Vacancies. Other than the president position, a vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Executive Committee for the unexpired portion of the term. A vacancy in the president position shall be filled through the election process by the Coalition.

SECTION 5. President. The President shall be the principal executive Officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation, subject to the direction and control of the Governing Board. He or she shall, when present, preside at all meetings of the Governing Board. He or she may sign, with any other Officer of the Corporation thereunto authorized by the Governing Board, any deeds, mortgages, notes, bonds, contracts, or other instruments which the Governing Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Governing Board or by these By-Laws or some other law or regulation to be otherwise signed or executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Governing Board from time to time.

SECTION 6. Vice President. In the absence of the President, or in the event of the President's death, unwillingness or inability to act, the Vice President shall have standing designation from the President to perform 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 shall perform such other duties and have such other powers as the Governing Board or President may from time to time prescribe.

SECTION 7. Secretary. The Secretary shall: (a) keep any minutes of the Governing Boards' meetings in one or more books provided for that purpose; (b) in conjunction with the Executive Committee, see that all notices are duly given by law or in conformance with these By-Laws; (c) be custodian of the corporate books and records of the Corporation; (d) countersign agreements and instruments executed by the Corporation as directed by the President and Executive Committee from time

to time; and (f) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Governing Board.

SECTION 8. Treasurer. The Treasurer shall: (a) assist the Executive Committee of the Corporation with regard to all financial matters, and have responsible charge and custody of and for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these By-Laws; and (b) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Governing Board. If required by the Governing Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Governing Board shall determine.

SECTION 9. Salaries. Officers shall serve without compensation.

ARTICLE IV. COMMITTEES

The Chairpersons and Committee Members of each of each Standing Committee and Ad Hoc Committee authorized by the Governing Board shall collectively constitute a Coalition, which shall meet at such times and frequency as is necessary to make findings, recommendations, and proposals to the Governing Board.

SECTION 1. Standing Committees.

(a) The Governing Board may, in its reasonable discretion, delegate and perform its duties and responsibilities through such permanent standing or temporary committees (the "Committees") of the Coalition as may be established from time to time. Committees, standing and otherwise, shall have such powers and authority as may be delegated to them, in writing, by the Governing Board. Upon their creation, the name, purpose and composition of standing Committees shall be added to the By-Laws.

(b) Each Committee shall have a Chairperson appointed by the Executive Committee and, if deemed necessary by the Chairperson, the Chairperson may appoint a Vice Chairperson of such Committee. All Committee members shall serve at the discretion of the Committee Chairperson. The Chairperson of each Committee shall direct the Committee's performance of its duties and responsibilities. The Vice Chairpersons shall assume, perform and discharge the responsibilities of the Chairpersons in case of his or her absence, death, physical or mental disability, or other unwillingness or inability to act. Committee members need not be Directors or officers of the Corporation.

(c) The Corporation shall have the following standing, permanent committees:

1. Executive Committee. The Executive Committee, chaired by a Chairperson appointed by the Governing Board, shall consist of the officers of the organization and any other persons appointed by the Governing Board. This committee shall be responsible for planning the activities

and direction of the Board, acting on behalf of the Board at times when the Board does not or cannot meet, and serving other functions as directed by the President or the Board.

2. Membership Committee. The Membership Committee, chaired by a Chairperson appointed by the Executive Committee, the majority of which committee members shall be members of the Coalition.

3. Service Providers Committee. The Service Providers Committee, chaired by a Chairperson appointed by the Executive Committee, the majority of which committee members shall be members of the Coalition.

4. Advocacy, Public Relations & Social Media Committee. The Advocacy, Public Relations & Social Media Committee, chaired by a Chairperson appointed by the Executive Committee, the majority of which committee members shall be members of the Coalition.

5. Systems Committee. The BOS/CoC Committee, chaired by a Chairperson appointed by the Executive Committee.

SECTION 2. Ad Hoc Committees. Committees established by a majority vote of the Directors to serve a special purpose of limited duration shall be considered Ad Hoc Committees. Members of Ad Hoc Committees shall be appointed by the President. Such Committees will be dissolved upon completion of their specified task(s). The specific title and purpose of Ad Hoc committees need not be included in the By-Laws.

ARTICLE V.

SECTION 1. Divisions; Purpose, Operation, Funding.

(a) The Corporation may, from time to time, and in its discretion upon approval by its Governing Board, create such internal divisions as are necessary to serve the Corporation's purposes set forth in Article I, above, on a regional basis (each, a "Division"; collectively, the "Divisions"). The number and location of the Divisions, and the regional service area of any Division, shall be established by the Governing Board.

ARTICLE VI. INDEMNIFICATION

SECTION 1. Definitions Relating to Indemnification. For the purposes of this Article VI, the following terms shall have the meanings ascribed to them in this section:

(a) "Board Member, Director or Officer" shall mean any of the following: (i) a natural person who is or was a Director or Officer of the Corporation (or any Division thereof); (ii) a natural person who, while a Board member, Director or Officer of the Corporation (or any Division thereof), is or was serving at the Corporation's request as a Board member, Director, Officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign

corporation, partnership, joint venture, trust or other enterprise; (iii) a natural person who, while a Board member, Director or Officer of the Corporation (or any Division thereof), is or was serving an employee benefit plan because his or her duties to the Corporation also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; (iv) unless the context requires otherwise, the estate or personal representative of a Board member, Director or Officer.

(b) “Expenses” shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

(c) “Liability” shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

(d) “Party” shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(e) “Proceeding” shall mean any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Corporation or by any other person.

SECTION 2. Mandatory Indemnification.

(a) To the greatest extent permitted under applicable law (and regulations promulgated thereunder), the Corporation shall indemnify a Board member, Director or Officer against liability incurred by the Board member, Director or Officer in any proceeding to which the Board member, Director or Officer was a party because he or she is a Board member, Director or Officer of the Corporation, unless liability was incurred because the Board member, Director or Officer breached or failed to perform a duty he or she owes to the Corporation and the breach or failure to perform constitutes any of the following: (i) willful failure to deal fairly with the Corporation in connection with a matter in which the Board member, Director or Officer has a material conflict of interest; (ii) a violation of criminal law, unless the Board member, Director or Officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the Board member, Director or Officer derived an improper personal profit; (iv) willful misconduct. Determination of whether indemnification is required under this subparagraph shall be made under the provisions of Section 3, below. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Board member, Director or Officer is not required under this subparagraph.

(b) A Board member, Director or Officer who seeks indemnification under this section shall make a written request therefor to the Corporation.

(c) Indemnification under this section is not required if the Board member, Director or Officer has previously received indemnification or allowance of expenses from any person, including the Corporation, in connection with the same proceeding.

SECTION 3. Determination of Right to Indemnification. Unless provided otherwise by written agreement between the Board member, Director or Officer and the Corporation, the Board member, Director or Officer seeking indemnification under subparagraph (a) of Section 2, above, shall select one of the following means for determining his or her right to indemnification:

(a) By majority vote of a quorum of the Governing Board consisting of Board member not at the time parties to the same or related proceedings. If a quorum of disinterested Board members cannot be obtained, by majority vote of a committee duly appointed by the Governing Board and consisting solely of two or more Board members not at the time parties to the same or related proceedings. Board members who are parties to the same or related proceedings may participate in the designation of members of the committee.

(b) By independent legal counsel selected by a quorum of the Governing Board or its committee in the manner prescribed in subparagraph (a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Governing Board, including Board members who are parties to the same or related proceedings.

(c) By a panel of three (3) arbitrators consisting of one arbitrator selected by those Board members entitled under subparagraph (b) to select independent legal counsel, one arbitrator selected by the Board member, Director or Officer seeking indemnification, and one arbitrator selected by the two arbitrators previously selected.

(d) By a court as provided in Section 6, below.

(e) By any other method provided for and any additional right to indemnification permitted under Section 5, below.

SECTION 4. Allowance of Expenses as Incurred. Upon written request by a Board member, Director or Officer who is a party to a proceeding, the Corporation may pay or reimburse his or her reasonable expenses as incurred if the Board member, Director or Officer provides the Corporation with all of the following:

(a) A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Corporation.

(b) A written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Corporation, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 3, above, that indemnification under Section 2, above, is not required and that indemnification is not ordered by a court under Section 6, above. The undertaking under this subparagraph shall be an unlimited general obligation of the Board member, Director or Officer and may

be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

SECTION 5. Additional Rights to Indemnification and Allowance of Expenses.

(a) Except as provided in Subsection (b), the provisions of Sections 2 and 4, above, do not preclude any additional right to indemnification or allowance of expenses that a Board member, Director or Officer may have under any of the following: (i) a written agreement between the Board member, Director or Officer and the Corporation; or (ii) a resolution of the Governing Board.

(b) Regardless of the existence of an additional right to indemnification or allowance of expenses, the Corporation shall not indemnify a Board member, Director or Officer or permit a Board member, Director or Officer to retain any allowance of expenses unless it is determined by or on behalf of the Corporation that the Board member, Director or Officer did not breach or fail to perform a duty he or she owes to the Corporation which constitutes conduct under Section 2(a)(i)-(iv), above.

(c) A Board member, Director or Officer who is a party to the same or related proceeding for which indemnification or an allowance of expenses is sought may not participate in a determination under this Section 5.

(d) None of the provisions contained in this Article VI shall affect the Corporation's power to pay or reimburse expenses incurred by a Board member, Director or Officer in any of the following circumstances: (i) as a witness in a proceeding to which he or she is not a party; (ii) as a plaintiff or petitioner in a proceeding because he or she is or was an employee, agent, Board member, Director or Officer of the Corporation.

SECTION 6. Court-Ordered Indemnification. Except as provided otherwise by written agreement between the Board member, Director or Officer and the Corporation, a Board member, Director or Officer who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. Application shall be made for an initial determination by the court under the provisions of Section 3(d), above, or for review by the court of an adverse determination under Section 3(a), (b), (c), or (e), above.

SECTION 7. Contract. The assumption by a person of a term of office as a Board member, Director or Officer of the Corporation or, at the request of the Corporation, as a Board member, Director or Officer of another corporation, partnership, joint venture, trust or other enterprise, and the continuance in office or service of those persons who are any such Board members, Directors or Officers as of the adoption of this Article VI, shall constitute a contract between such person and the Corporation entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this Article as in effect as of the date of his or her assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this Article at any time prior to receipt by the Corporation of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

SECTION 8. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a Board member, Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a Board member, Director or Officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or Chapter 181 of the Wisconsin Statutes.

SECTION 9. Self-Dealing. Notwithstanding any other provision of this Article to the contrary, no person shall be entitled to indemnification hereunder if such indemnification or the payment by the Corporation of any monies in connection therewith constitutes, or would constitute, an act of “self-dealing” within the meaning of Section 4941 of the Internal Revenue Code of 1986 or any successor provision thereto. The Corporation shall have the right to rely on a written opinion of independent legal counsel with respect to any determination of “self-dealing” hereunder which shall be binding and conclusive unless a contrary determination shall be made in any administrative or court proceeding and the time for appeal by either party to such proceeding shall have expired. If the Corporation shall have made any payment under this Article prior to a determination that such payment constitutes an act of “self-dealing,” the person to whom or for whose benefit such payment was made shall repay the amount thereof to the Corporation on demand if it should subsequently be determined that such payment constituted an act of “self-dealing.” Nothing herein shall be construed as placing upon the Corporation any obligation to contest by court or administrative proceedings, or otherwise, any assertion that any indemnification or payment pursuant to this Article constitutes an act of self-dealing.

SECTION 10. Effect of Invalidity. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of any other provision of this Article or of these By-Laws.

ARTICLE VII. MISCELLANEOUS

SECTION 1. Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these By-Laws or by the Board members, Officers or Directors of this corporation which would not be permitted to be taken by an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, or which would result in the imposition of federal tax under Sections 4941 through 4945, inclusive, of the Internal Revenue Code of 1986, as amended.

SECTION 2. Electronic Meetings. The Board members of the Corporation may participate in meetings of the Governing Board by, or such meetings may be conducted through the use of, the telephone or any other means of communication by which any of the following occurs:

- (a) All participants may simultaneously hear each other during the meeting, or
- (b) All communication during the meeting is immediately transmitted to each participant and each participant is able to immediately send messages to all other participants.

A Board member participating in a meeting by any means authorized in this Section 2 shall be deemed to be present in person at the meeting.

SECTION 3. Amendment. These By-Laws may be amended or repealed by majority vote of the Governing Board then in office. A fifteen (15) day notice of proposed amendments to these By-Laws shall be provided to all Directors in advance of the meeting at which action is proposed to be taken. Proxy ballots may be considered if furnished to Board members with proper notice of proposed changes to the By-laws.

SECTION 4. Seal. The Corporation shall not be required to, but may have a corporate seal containing the name of the Corporation and the year of its incorporation.

SECTION 5. Fiscal Year. The fiscal year of this corporation shall be a twelve- (12) month period ending December 31 of each calendar year.

SECTION 6. Dissolution Clause. The Brown County Homeless & Housing Coalition (BCHHC) may be dissolved only with authorization by its Executive Committee given at a special meeting called for that purpose and with subsequent approval by a two-thirds (2/3) vote of the voting Members. Upon dissolution, or other termination of the BCHHC, all remaining assets of the BCHHC, after payment in full of its debts, obligations, and necessary final expenses, or after the making of adequate provision therefore, shall be distributed to such tax-exempt organizations (with purposes similar to those of the BCHHC) as shall be chosen by the then existing Executive Committee of the BCHHC.

SECTION 7. Anti-Discrimination Policy. The Brown County Homeless & Housing Coalition is an “equal opportunity employer”. The employer will not discriminate and will take “affirmative action” measures to ensure against discrimination in employment, recruitment, and advertisements for employment, compensation, termination, upgrading, promotions, or other conditions of employment against any employee or job applicant on the basis of race, creed, color, national origin, or sex.