

**PACIFIC GROVE PONY
BASEBALL/SOFTBALL INC.**

**CONSTITUTION AND
BY-LAWS**

THIS DOCUMENT WAS APPROVED BY
THE PACIFIC GROVE PONY BOARD
ON NOVEMBER 16, 2006.

ARTICLE I - NAME OF ORGANIZATION

This non-profit mutual benefit organization shall be known as PACIFIC GROVE PONY BASEBALL/SOFTBALL, INC., hereinafter referred to as "Local League".

ARTICLE II - OBJECTIVES

A. The objective of the Local League shall be to implant firmly in the youth of the community the ideals of good sportsmanship, honesty, loyalty, courage, and reverence, so that they may be well adjusted, stronger and happier, and will grow to be good, clean, healthy, and trustworthy adults.

B. The Local League shall endeavor to live up to the motto of the PONY organization: "Protect Our Nation's Youth".

C. The objective shall be achieved by providing supervised baseball and softball instruction involving practice sessions and games (both competitive and non-competitive). The Managers, Assistant Coaches, Umpires, Board Members, volunteers, and others involved in the Local League in any capacity shall bear in mind that the winning of the game is secondary to the primary goal of the molding of future adults.

ARTICLE III - GOVERNMENT

A. The initial registered office mailing address of the corporation shall be P.O. Box 317, Pacific Grove, CA 93950.

B. The government of the Local League shall be under the direct supervision the Board of Directors (hereinafter referred to as the Board or Board Members) led by the President.

C. The Board shall consist of an Executive Board and General Members.

(1) The Executive Board shall consist of the President, Vice President, Secretary, Treasurer, Baseball Director, and Softball Director.

(2) General Members shall consist:

(a) League Representatives (one for each League in both baseball and softball)

(b) Concessions Coordinator/Supplier

(c) Equipment Director

(d) Field Improvements Director

(e) Sponsor Coordinator

(f) Webmaster

(g) Members of Standing Committees

(h) Members at Large.

(3) Other Member positions not listed above may be appointed by a majority vote of the Board. A listing of job descriptions for all Board Members shall be listed in an

addendum to this document.

(4) The Board shall include a minimum of one Manager and one volunteer umpire (if volunteer umpires are used).

(5) The City Recreation Director shall serve as an *ex officio* Member of the Board.

(6) Committee Members shall be appointed by the President of the Board. Volunteers for Committee positions need not be Board Members. The following Standing Committees shall be formed. Their function and membership shall be listed in the addendum to this document.

- (a) Ad Hoc Committee
- (b) All-Star Manager and Coach Selection Committee
- (c) Audit Committee
- (d) Discipline Committee
- (e) Executive Committee
- (f) Fall Ball Committee
- (g) Field Planning and Improvements Committee
- (h) Finance Committee
- (i) Local Tournament Committee
- (j) Manager Selection Committee
- (k) Operations Committee
- (l) Protest Committee
- (m) Registration Committee
- (n) Rules and Regulations Committee
- (o) Tryout Committee

D. Election of Board Members.

(1) Annual Meeting. At the annual meeting to be held each August, the Board shall be elected to a one-year term (but are eligible for re-election) upon a majority vote of the voting Board Members present at the meeting (based on a quorum existing per Article IV.C below) . Each Member shall hold office until the subsequent annual meeting.

(2) Nominations for Board positions shall be made by:

- (a) individuals who currently have children registered in the Local League,
- (b) individuals who have children eligible to participate in the Local League during that Board's term of office, and
- (c) adults who have volunteered and served the Local League as a Board Member, Manager, Assistant Coach, or umpire within the year previous to the election.
- (d) individuals may nominate him/herself.

(3) If the annual August meeting is not held or the Board Members are not elected thereat, the election of Board Members may be conducted at any regular or special meeting held for that purpose.

E. Vacancy.

(1) Any Board Member may resign effective upon giving written notice to the President, Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected at any time to take office when the resignation becomes

effective.

(2) Vacancies in the Board, including those existing as a result of a removal of a Board Member, may be filled by a majority of the remaining Board Members, even if less than a quorum (see Article IV.C below) exists. Each Member so elected shall hold office until the next annual meeting.

(3) A vacancy in the Board shall be deemed to exist in case of:

(a) the death or physical incapacity of a Member,

(b) the resignation of a Member,

(c) the removal of any Member to include Members who have been:

(i) declared of unsound mind by an order of the court, or

(ii) convicted of a felony.

(iii) voted for removal for cause by the Board.

(d) an increase of the authorized number of Board Members,

(e) the Board failing, at any annual or special meeting of Members at which any Board Members are elected, to elect the full authorized number of Board Members to be voted on at that meeting.

(4) No reduction of the authorized number of Board Members shall have the effect of removing any Board Member prior to the expiration of the Member's term of office.

F. All matters concerning the policy of the Local League shall be decided by a vote of the Board, and no motion shall be carried without a favorable vote from the majority of voting Members present at a duly constituted meeting.

G. Any Board Member who has three un-excused absences shall lose their voting power for his/her term. A Member is required to call or email one of the Executive Board Members in order to have an excused absence.

ARTICLE IV - MEETING

A. A meeting of the Board shall be conducted in August following Local League play of each year for reading of reports and the election of officers. A regular meeting shall be held on the fourth Thursday of each month (except third Thursday in November and December) unless otherwise announced. Additional meetings may be called by the President at any time or upon written request by at least three Board Members.

B. Notice of Meetings.

(1) Notice of Regular Monthly Meetings shall be posted on the Local League website in accordance with Article IV.A above. If any changes to dates/times of the regular monthly meetings occur, notice shall be given at least two days in advance thereof to all Board Members and a notice posted on the Local League website, unless a waiver of such notice is received.

(2) Notice of Other Meetings. Notice of all meetings, except regular monthly meetings shall be given at least two days in advance thereof to all Board Members unless a waiver of such notice is received. Waiver can be granted by the President upon approval of four

of the six Executive Board Members.

(3) Format of Notice. Notice of a meeting shall be given either in person, by phone, by mail, by electronic mail, by website notice, or by other means of written communication. Phone numbers, mailing addresses, and e-mail addresses of Board Members appearing on the books of the Local League shall be used, or, if no such address appears or is given, then on the Local League website or an in-person attempt shall be made. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient.

C. Quorum. A majority of the Board Members and/or Executive Board Members shall constitute a quorum at any meeting.

D. Voting.

(1) If a quorum exists, a majority vote of those voting Members present shall govern, except when otherwise especially provided and notwithstanding the withdrawal of enough Board Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum.

(2) There shall be no proxy voting.

(3) Elections need not be by ballot; provided however, that all elections for Board Members must be by ballot upon demand made by any Member at the meeting and before the voting begins.

(4) In any election of Board Members, the candidates receiving the highest number of votes of the Members are elected. In case of a tie, vote between the two tying candidates shall result.

E. Adjournment.

(1) Any meeting, whether or not a quorum is present, may be adjourned from time to time by a majority vote of the voting Members present

(2) It shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement at the adjourned meeting; provided, however, when any Membership meeting is adjourned for more than 45 days or, if after adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of an original meeting.

F. Business Transacted. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all Members entitled to vote thereat.

G. Action without Meeting. Subject to Section 603 of the California General Corporation Law, any action which, under any provision of the California General Corporation Law,

may be taken at any annual or special meeting of Members, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by a majority of the voting Board Members.

<http://www.medlawplus.com/library/legal/states/californiacorporation.tpl>

H. Robert's Rules of Order shall govern the proceedings of all meetings, except where same conflicts with the Constitution or By-Laws of the Local League. A three minute time limit for discussion to address the Board shall be adhered to unless waived by at least three voting Board Members at a meeting. A Member in good standing may defer his or her three minutes to another Board Member. Link to Robert's Rules of Order:

<http://www.robertsrules.com/>

ARTICLE V - MEMBERSHIP

A. Player Members. Any child meeting the requirements of age and residence as set forth in the Rules and Regulations of Pacific Grove PONY Baseball/Softball, Inc. shall be eligible to compete for participation in the Local League and become a Player Member. Age waivers are only granted in the case of those children with disabilities as provided for in the Americans with Disabilities Act (<http://www.usdoj.gov/crt/ada/adahom1.htm>). Players who do not reside in the Pacific Grove PONY boundaries, set by PONY Baseball/Softball are not eligible to play on All-Star teams. No dues or fees for Player Members shall be a prerequisite to participate in the Local League.

B. Any person, adult or child, with an active interest in the Local League, may be invited by the Board to become an associate or honorary, non-voting, Member of the Board.

C. Members (including children) shall perform any reasonable service required. Members need not necessarily be affiliated with any other organization or sponsoring group.

D. The Board, by a 2/3 vote at any duly constituted meeting, shall have the authority to suspend any Member thereof whose conduct is considered to be detrimental to the Local League.

E. The President shall, upon evidence of misconduct of any player, notify both the player's Manager parents (if of minor age), within 24 hours of the act. The Manager shall appear with the player before the Discipline Committee. The player's parents or guardians shall be advised of, and invited to attend, such meeting. See Pacific Grove PONY Baseball Duties of Board Members and Committees document (Discipline Committee) for more information.

ARTICLE VI - FINANCIAL POLICY

A. The Board shall decide all matters pertaining to the finances of the Local League and it shall place all income in a common Local League treasury, directing the expenditure of same in such manner that shall not give an individual or team an advantage over another as to equipment or training. See Pacific Grove PONY Baseball Duties of Board Members and Committees document (Finance Committee) for more information.

B. The Board shall not permit the contribution of funds to individuals or teams and shall solicit the same for the common treasury of the Local League. The above regulation is designed to discourage favoritism among teams and to endeavor to equalize the benefits of the Local League.

C. Purchase of any type of equipment and/or uniforms shall be preceded by a minimum of two bids. A purchase order shall then be submitted. An exception can be made in the case of an emergency need. Emergency need must be approved by the President or Vice President, and the League Director (Baseball or Softball) or League Representative. No Board Member may personally profit from business dealings (e.g., equipment, uniforms, services, etc.) with the Local League, unless the business is won via a two bid minimum process.

D. Records.

(1) The Local League shall maintain, in accordance with generally accepted accounting principles, adequate and correct accounts, books, and records of its business and properties. All such books, records and accounts shall be kept at a location(s) determined by the Board .

(2) All books and records provided for under applicable California law shall be open to inspection of the Board Members and Membership from time to time and in the manner provided for under applicable California law.

E. Contracts. The Board Members, except as otherwise provided in these By-laws, may authorize any Officer(s) or Agent(s) to enter into any contract or execute any instrument in the name of and on behalf of the Local League. Such authority may be general or confined to specific instances. Unless so authorized by the Board Members, no Officer or Agent shall have any power or authority to bind the Local League by any contract or agreement, or to pledge its credit, or to render it liable for any purpose or to any amount, except as provided for under applicable California law.

F. All checks drawn on Local League accounts of \$200 or more require the signature of two authorized members of the Board. One signature shall be that of the Treasurer or League President whenever practical. Disbursements of less than \$200 can be made with only one signature of an authorized member of the Board.

ARTICLE VII – INSURANCE AND BOND

A. The Local League shall carry public liability insurance, from a source determined by the Executive Committee, with coverage for a combined single limit of at least \$1,000,000.00 for all claims for bodily injury and property damage arising out of a single occurrence.

B. The Local League shall carry insurance, in an amount and from a source determined by the Executive Committee, bonding the conduct of persons who were, now are, or shall be Board Members, Committee Members, Managers/Assistant Coaches, or volunteers of Pacific Grove Pony Baseball/Softball, Inc., including their estates, heirs, legal representatives, or assignees in the event of their death, incapacity, or bankruptcy.

ARTICLE VIII- RULES

A. The Rules and Regulations of the Local League shall be adopted by the Board at a meeting to be held not less than one month prior to the first scheduled game of the season.

B. Decisions by the Board (affirmed by a majority vote) take precedence over the current Rules and Regulations.

ARTICLE IX. INDEMNIFICATION

A. Indemnification of Officers and Board Members

(1) Each person who was or is a party or is threatened to be made a party or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "proceeding"), by reason of being or having been a Board Member of the Local League, or of any predecessor Local League, whether the basis of the proceeding is alleged action or inaction in an official capacity as a Board Member, shall, subject to the terms of any agreement between the Local League and that person, be indemnified and held harmless by the Local League to the fullest extent permissible under California law and the Articles of Incorporation, against all expense, liability, and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties, and amounts paid in settlement) actually and reasonably incurred or suffered by that person in connection therewith, except that amounts shall be payable in settlement of a proceeding only if the settlement is approved in writing by the Local League. This indemnification shall continue as to a person who has ceased to be a Board Member for acts performed while a Board Member and shall inure to the benefit of his/her heirs, executors, and administrators. Notwithstanding the foregoing, the Local League shall indemnify any such person in connection with a proceeding (or part thereof) initiated by that person only if the proceeding (or part thereof) was authorized by the Board. The right to

indemnification conferred in this Article shall include the right to be paid by the Local League the expenses incurred in defending and proceeding in advance of final disposition to the fullest extent permitted by law, except that payment under this Article of such expenses in advance of the final disposition of a proceeding shall be conditioned upon delivery to the Local League of a written request for such payment and of an undertaking by or on behalf of the Board Member to repay all amounts so advanced if it shall be ultimately determined that the Board Member is not entitled to be indemnified.

(2) Exclusions. Notwithstanding the foregoing or any other provisions under this Article, the Local League shall not be liable under this Article to indemnify a Board Member against expenses, liabilities, or losses incurred or suffered in connection with, or to make any advances with respect to, any proceeding against a Board Member:

(a) as to which the Local League is prohibited by applicable law from paying an indemnity;

(b) with respect to expenses of defense or investigation, if the expenses were or are incurred without the Local League's consent (which consent may not unreasonably be withheld);

(c) for which final payment is actually made to the Board Member under an insurance policy maintained by the Local League, except in respect of any excess beyond the amount of payment under the policy;

(d) for which payment is actually made to the Board Member under an indemnity by the Local League otherwise than pursuant to this Article, except in respect of any excess beyond the amount of payment under that indemnity;

(e) based upon or attributable to the Board Member gaining in fact any personal profit or advantage to which not legally entitled;

(f) for an accounting of profits made from the purchase or sale by the Board Member of securities of the Local League pursuant to the provisions of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any federal, state, or local statutory law; or

(g) based upon acts or omissions involving intentional misconduct or a knowing and culpable violation of law.

B. Indemnification of Agents. A person who was or is a party or is threatened to be made a party to or is involved in any proceeding by reason of being or having been an agent of the Local League serving at the request of the Local League as an agent of another enterprise, including service with respect to Local League-sponsored events, whether the basis of such action is alleged action or inaction in an official capacity or in any other capacity while serving as an agent, may, upon appropriate action by the Local League and subject to the terms of any agreement between the Local League and that person, be indemnified and held harmless by the Local League up to the fullest extent permitted by California law and the Articles of Incorporation, against all expense, liability, and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by that person in connection therewith.

C. Indemnity Agreements. The Local League may enter into agreements with any Board

Member or agent of the Local League providing for indemnification to the fullest extent permissible under applicable law and the Articles of Incorporation.

D. Subrogation. In the event of payment by the Local League of a claim under this Article, the Local League shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnified person, who shall execute all papers required and shall do everything that may be necessary or appropriate to secure such rights, including the execution of such documents necessary or appropriate to enable the Local League effectively to bring suit to enforce such rights.

E. Non-exclusivity of Rights. The right to indemnification provided by this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, By-law, agreement, vote of Membership or disinterested Board Members, or otherwise.

F. Expenses as a Witness. To the extent that any Board Member or agent of the Local League is by reason of that position a witness in any action, suit, or proceeding, he/she shall be indemnified against all costs and expenses actually and reasonably incurred by him/her or on his/her behalf in connection therewith.

G. Separability. Each and every paragraph, sentence, term, and provision of this Article is separate and distinct so that if any paragraph, sentence, term, or provision shall be held to be invalid or unenforceable for any reason, its invalidity or non-enforceability shall not affect the validity or enforceability of any other paragraph, sentence, term, or provision of this Article. To the extent required, any paragraph, sentence, term, or provision of this Article may be modified by a court of competent jurisdiction to preserve its validity and to provide the claimant with, subject to the limitations set forth in this Article and any agreement between the Local League and the claimant, the broadest possible indemnification permitted under applicable law.

H. Effect of Repeal or Modification. No repeal or modification of this Article shall adversely affect any right of indemnification of a Board Member or agent of the Local League existing at the time of the repeal or modification with respect to any action or omission occurring prior to such repeal or modification.

ARTICLE X - INSPECTION

A. Rights of Inspection. Every Board 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 the Local League. Such inspection by a Board Member may be made in person or by agent or attorney and includes the right to copy and obtain extracts.

ARTICLE XI - AMMENDMENTS

A. The Constitution and By-Laws or any section thereof may be amended or repealed by a 2/3 vote of the voting Board Members present at any duly constituted meeting; provided that written notice of such proposed changes, over the signature of the Secretary shall be mailed or emailed to each Board Member at least 15 days prior to the meeting at which time such proposed change shall be submitted to a vote.

ARTICLE XII. OTHER PROVISIONS

A. Annual Report to Membership. The annual report to Membership referred to in Section 1501 of the California General Corporation Law is expressly waived, but nothing herein shall be interpreted as prohibiting the Board from issuing annual or other periodic reports to Membership.

B. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the General Provisions of the California Corporations Code and in the California General Corporation Law shall govern the construction of this document.

C. Fiscal Year. The fiscal year of the Local League shall be determined by resolution of the Board of Board Members.

D. By-Laws and Currency. These By-laws are the current By-laws of this Local League.

CERTIFICATE OF ADOPTION OF CONSTITUTION AND BY-LAWS
BY EXECUTIVE BOARD MEMBERS

IN WITNESS WHEREOF, we, the undersigned as all the Executive Board Members of the above named corporation, hereby adopt the same as the Constitution and By-laws of said corporation and have hereunto subscribed our names as of

_____ date

_____ President

_____ Vice President

_____ Secretary

_____ Treasurer

_____ Baseball Director

_____ Softball Director

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