

BYLAWS

PACOG

Adopted May 9, 2024

Name. The name of the corporation is: **PACOG**

Registered Office. The registered office of PACOG in the Commonwealth of Pennsylvania is at **Elliott & Davis, PC** in **Allegheny County**, or as the Board of Directors may from time to time designate.

Fiscal Year. The fiscal year of PACOG shall begin on January 1st of each year, or on such other date as may be fixed by resolution of the Board of Directors.

Purposes. The purposes for which PACOG is formed are exclusively charitable, scientific or educational within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), including, without limitation, all purposes, powers and privileges conferred upon PACOG by the Pennsylvania Nonprofit Corporation Law of 1988, 15 Pa.C.S.A, §§ 5101 through 5989, as amended, specifically to empower and encourage municipal cooperation, communication and collaboration to solve multi-jurisdictional problems and to lessen the burdens of local governments, so that communities can achieve more effective and efficient government.

Exempt Organization. No substantial part of the activities of PACOG shall be the carrying on of propaganda or otherwise attempting to influence legislation, and PACOG shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions set forth herein, PACOG shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from Federal Income Tax under § 501(c)(3) of the Code, or corresponding provisions of any subsequent Federal tax laws, or (ii) by a corporation, contributions to which are deductible for Federal income tax purposes.

Earnings. No part of the net earnings of PACOG shall inure to the benefit of or be distributable to its Directors, Officers, except that PACOG shall be authorized and empowered to pay reasonable compensation for services rendered by employees or contractors and to make payments and distributions in furtherance of the purposes set forth herein.

Dissolution. Upon dissolution of PACOG, no assets shall be distributed to its Directors or Officers or other private persons. In the event of PACOG's dissolution, termination or liquidation, the Board of Directors shall, after paying or making provision for the payment of all corporate liabilities and after provision is made for the disposition of any property committed to charitable purposes, transfer and convey the remaining assets to another charitable organization consistent with PACOG's mission provided, however, that such organization shall qualify within the meaning of §501(c)(3) of the Code or corresponding provisions of any subsequent Federal tax law.

Authority. The business and affairs of PACOG shall be managed by its Board of Directors (hereinafter the "Board").

Number and Term of Office. The Board shall consist of not less than three and not more than fifteen Directors, who shall each serve until that Director resigns or is replaced. If there is an Executive Director, this person shall serve as an *ex officio* Director without vote. The initial Board

constituted pursuant to these Bylaws shall take office immediately upon approval of these Bylaws, and the initial Directors shall serve until a successor is qualified and takes office, or until his or her earlier death, resignation, or removal.

Resignations. Any Director may resign at any time by giving written notice to the Chairperson or the Secretary. Such resignation shall take effect upon receipt of the notice or at a later specified time. Unless otherwise directed, no acceptance of the resignation is required.

Vacancies. Any vacancy or vacancies in the Board because of death, resignation, removal, disqualification, an increase in the number of Directors, or any other cause, may be filled by the Chairperson at any regular or special meeting. Each person so appointed shall be a Director to serve for the balance of the unexpired term and until a successor is qualified and takes office.

Time and Place of Meeting. Regular meetings of the Board may be held at such time and place as the Board may determine. Regular meetings may also be held virtually.

Annual Meeting. The annual meeting of the Board shall be held at such time as the Board shall determine for the purposes of electing Directors and of conducting such other business as shall properly come before the meeting.

Special Meetings. Special meetings of the Board shall be held at the call of the Chairperson, the Executive Director, or two or more Directors. Notice of a special meeting shall be given to each Director by e-mail or telephone or in writing at least seventy-two hours before the date of the meeting if by telephone or e-mail, or seven days before the date of the meeting if by mail or as the Board may determine. The notice shall state the time and place of the meeting and the matter for consideration.

Quorum, Manner of Acting, and Adjournment. A majority of the Directors entitled to vote shall constitute a quorum for the transaction of business. Every Director shall be entitled to one vote. Except as otherwise provided by statute or these Bylaws, the acts of the Directors present at a meeting shall be the acts of the full Board. In the absence of a quorum, the Directors present and voting may adjourn the meeting until a quorum is present. The Directors shall act only as a Board. Individual Directors shall have no power as such, except that any action that may be taken at a meeting of the Directors may be taken without a meeting, if consent in writing setting forth the action taken shall be signed by all of the Directors in office and shall be filed with the Secretary of PACOG.

Conflict of Interest. The Board shall adopt a Conflict of Interest Policy that shall be reviewed and approved annually.

Compensation. No compensation shall be paid to any Director for his or her services as a Director. The Board in its discretion, however, may authorize reimbursement for Directors for travel and actual expenses necessarily incurred in attending meetings or conferences and performing other duties on behalf of PACOG.

Virtual Meetings. One or more persons may participate in any meeting of the Board or a committee by means of a conference telephone call, Google Hangout, Skype, Zoom, or similar communications equipment wherein all participants can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Standard of Care. Each Director shall stand in a fiduciary relation to PACOG and shall perform his or her duties as a Director (including duties as a member of any committee of the Board) in

good faith, in a manner reasonably believed to be in the best interests of PACOG and with such care, including reasonable inquiry, skill and diligence that a person of ordinary prudence would use under similar circumstances.

Justifiable Reliance. In performing his or her duties, a Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data prepared or presented by any of the following:

- (1) One or more Officers or employees of PACOG whom the Director reasonably believes to be reliable and competent in the matters presented.
- (2) Counsel, public accountants or other persons as to matters that the Director reasonably believes to be within the professional or expert competence of such person.
- (3) A duly designated committee of the Board, upon which the Director does not serve, as to matters within its designated authority, which the Director reasonably believes merit confidence.

Personal Liability of Directors. A Director shall not be personally liable for monetary damages for any action taken or any failure to take action unless the Director has breached or failed to perform the duties of his or her office under these Bylaws and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

General Power. All Officers of PACOG shall have such authority and perform such duties in the management of the property and affairs of PACOG as the Board may determine or as may be provided in these Bylaws.

Number, Qualifications and Designation. The Officers of PACOG shall be a Chairperson, a Secretary and a Treasurer. A Director may hold one or more positions as an Officer; however, all Officers must also be members of the Board.

Election and Term of Office. The Officers of PACOG shall be elected as needed by the Board at the Annual Meeting. Each Officer shall hold office until a successor has been elected and qualified, or until his or her earlier death, resignation, or removal.

The Chairperson. The Chairperson shall preside at all meetings of the Board. The Chairperson shall exercise general supervision over the activities and operations of PACOG and shall see that such affairs are conducted in accordance with the Articles of Incorporation, these Bylaws and the directions of the Board. The Chairperson shall sign, execute, and acknowledge, in the name of PACOG contracts or other instruments as authorized by the Board, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of PACOG. The Chairperson shall perform all duties incident to the office of Chairperson and such other duties as from time to time may be assigned by the Board.

The Secretary. The Secretary shall attend all meetings of the Board and shall record all votes. The Secretary shall maintain the minutes of Board meetings, give timely notice, and keep records and reports. The Secretary shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned by the Board or the Chairperson.

The Treasurer. The Treasurer shall provide for the custody of the funds or other property of PACOG. The Treasurer shall monitor PACOG's bank accounts, and depositories and shall render a periodic and annual account showing all transactions as Treasurer and the financial condition

of PACOG. The Treasurer shall discharge such other duties as may from time to time be assigned by the Board or the Chairperson.

Subordinate Officers, Committees and Agents. The Board may elect such other officers and appoint such committees, employees or other agents as the business of PACOG may require, who shall hold office, have authority and perform such duties as the Board may determine. The Board may delegate the power to elect subordinate officers and to retain or appoint employees, agents or committees thereof, and to prescribe their authority and duties.

Resignations. Any Officer or agent may resign at any time by giving written notice to the Board or to the Secretary. The resignation shall be effective upon receipt or at any later time specified therein. Acceptance of the resignation shall not be necessary to make it effective.

Removal. Any Officer or other agent of PACOG may be removed, either for or without cause, by the Board whenever, in its judgment, the best interests PACOG will be served thereby. Such removal shall be without prejudice to the contract rights of any person so removed.

Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board.

Committees. The Board may, in its discretion, establish such committees as it may determine. Each *ad hoc* committee shall serve at the pleasure of the Board, and no committee, except the Executive Committee if such committee is appointed, shall exercise any of the powers or authority vested by statute or these Bylaws in the Board. Each committee shall keep regular minutes of its proceedings and report periodically to the Board or as the Board may otherwise direct. The Chairperson may appoint the Chair of each committee.

Executive Committee. The Executive Committee, if any, shall consist of the Officers of PACOG. The Executive Committee shall be authorized to conduct the business of the Board in between meetings of the Board, except that the Executive Committee shall not take any action that is reserved solely to the Board by statute or these Bylaws.

Board Development Committee. The Board Development Committee, if any, shall be a standing committee of the Board. The Chairperson shall appoint the members of the Board Development Committee and members of this committee do not need to be from the Board. The Board Development Committee shall prepare a slate of qualified persons to serve as Directors of PACOG. The recommended slate shall go before the Board for its consideration and approval. The Board Development Committee, in addition to being responsible for identifying and assessing candidates to become Board members, will also be responsible for 1) providing a detailed orientation to new Board members; 2) assessing how best to use the assets that a new Board member brings to the Board; and 3) conducting an annual self-assessment of the Board members and the Board as a whole.

Ad Hoc Committees. The Board may, in its discretion and from time to time, establish such other committees as it may determine. All such committees shall serve at the pleasure of the Board.

Executive Director. Should PACOG have an Executive Director, then the day-to-day business of PACOG shall be entrusted to and be the sole responsibility of the Executive Director. The Executive Director shall be appointed by the Board and shall report regularly to the Board. The Executive Director shall be responsible for executing the policies of PACOG and for managing the operations of the organization. Except as otherwise provided by resolution of the Board or Board policy, all contracts, deeds, leases, mortgages, grants and other agreements of PACOG

shall be executed on its behalf by the Executive Director or other person to whom PACOG has delegated authority to execute such documents in accordance with policies approved by the Board.

Notice. Whenever written notice is required, it may be given in person or by sending a copy by first-class or express mail, postage prepaid, or by facsimile transmission ("fax") or electronic mail ("e-mail") to the address supplied to PACOG for the purpose of notice. The notice shall specify the place, day and hour of the meeting and any other information required by statute or these Bylaws.

Written Waiver. Whenever written notice is required to be given, a waiver in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Waiver by Attendance. Attendance at a meeting shall constitute a waiver of notice of such meeting, unless the person attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the grounds that the meeting was not lawfully called or convened.

Modification of Proposal Contained in Notice. Whenever the language of a proposed resolution is included in a written notice of a meeting, the meeting considering that resolution may adopt it with clarifications or other amendments provided they do not enlarge its original purpose.

Indemnification in Third Party Proceedings. PACOG shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of PACOG) by reason of the fact that he or she is or was a representative of PACOG, or is or was serving at the request of PACOG as a representative of another PACOG for-profit or nonprofit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of PACOG, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of PACOG, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Indemnification in Derivative Actions. PACOG shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of PACOG to procure a judgment in its favor by reason of the fact that he or she is or was a representative of PACOG or is or was serving at the request of PACOG as a representative of another PACOG for-profit or nonprofit, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of PACOG. No indemnification shall be made in respect of any claim, issue or matter as to which the person has been adjudged to be liable for negligence or misconduct in the performance of his or her duty to PACOG, unless and only to the extent that the Court of Common Pleas of Allegheny County or the court in which such action or suit was brought shall determine upon application that, despite

the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Mandatory Indemnification. To the extent that a representative of PACOG has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, that representative shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

Determination of Entitlement to Indemnification. Unless ordered by a court, any indemnification shall be made by PACOG only as authorized in the specific case upon determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in those sections. The determination shall be made by the Board by vote of Directors who were not parties to the action, suit or proceeding; or by independent legal counsel in a written opinion, if a quorum is not obtainable.

Advancing Expenses. Expenses (including attorneys' fees) incurred in defending any action or proceeding may be paid by PACOG in advance of the final disposition of the action, if authorized by the Board in a specific case upon receipt of an undertaking by or on behalf of the representative to repay the amount advanced if it is ultimately determined that he or she is not entitled to be indemnified by PACOG.

Insurance. PACOG shall have the power to purchase and maintain insurance on behalf of any person who is or was a representative of PACOG or is or was serving at the request of PACOG as a representative of another PACOG for-profit or nonprofit, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her, in any capacity or arising out of that person's status, whether or not PACOG would otherwise have the power under this Article to indemnify him or her against that liability.

Reliance on Provisions. Each person who shall act as an authorized representative of PACOG shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article.

Checks. All checks, notes, bills of exchange or other orders in writing shall be signed by such person or persons as the Board may from time to time designate.

Contracts. Except as otherwise provided in these Bylaws, the Board may authorize any Officer or agent to enter into any contract or to execute or deliver any instrument on behalf of PACOG. Such authority may be general or confined to specific instances.

Deposits. All funds of PACOG shall be deposited in such banks, trust companies, or other depositories as the Board may approve or designate. Such funds shall be withdrawn only upon checks signed by such one or more Officers or employees, as the Board shall designate.

Annual Report. The Board shall direct the Chairperson and Treasurer to present at the annual meeting a report showing in appropriate detail the following:

- (1) The assets and liabilities of PACOG as of the end of the fiscal year immediately preceding the date of the report; and
- (2) The principal changes in assets and liabilities during the year immediately preceding the date of the report; and

(3) The revenue or receipts of PACOG for the year immediately preceding the date of the report, including separate data with respect to each fund, if any, held by or for PACOG; and

(4) The expenses or disbursements of PACOG, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each fund held by or for PACOG.

The annual report of the Board shall be filed with the minutes of the Annual Meeting of the Board.

Interpretation. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Amendment of Bylaws. These Bylaws may be amended or repealed, or new Bylaws adopted or other fundamental changes approved, by vote of a majority of the Board in office at any annual, regular or special meeting of the Board. Notice of the proposed amendment, repeal or new Bylaws shall be given in writing not less than ten (10) days prior to the meeting. Such notice shall state the proposed change and the reason(s) for the proposed amendment.