

CONSTITUTION AND BYLAWS
OF
THE SOUTH ALABAMA VETERANS COUNCIL (SAVC)

ARTICLE I
Name and Location

The name of the organization shall be the South Alabama Veterans Council (hereinafter “SAVC”), representing the following counties: Baldwin, Clarke, Conecuh, Escambia, Mobile, Monroe, and Washington.

ARTICLE II
Mission, Purpose, and Governing Instruments

1. Mission. The South Alabama Veterans Council is an organization for all people, a coalition of veterans, friends, and organizations working together to support the cause of veterans in the South Alabama area.
2. Purpose. The purposes of the SAVC, as set forth in this “Constitution and Bylaws,” are exclusively for military/veteran-related, patriotic, religious, charitable, scientific, literary, and educational purposes. In furtherance of such purposes, SAVC shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth in these “Constitution and Bylaws.” The specific purpose of SAVC is to foster collaboration among public and private sector organizations that serve military veterans in South Alabama for the benefit of all military veterans and their families.
3. Governing Instruments. The SAVC shall be governed by this “Constitution and Bylaws.”
4. Nondiscrimination Policy. The SAVC will not engage in any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, military or veteran status, or any other basis prohibited by law.
5. Limitations on Activities. No part of the activities of SAVC shall consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office, nor shall SAVC operate a social club or carry on business with the general public in a manner similar to an organization operated for profit.

ARTICLE III
Membership

1. Eligibility. The SAVC shall consist of representatives from public and private sector organizations that serve military veterans and their families in South Alabama. Members are not

required to be veterans of the US Armed Forces. Membership is open to individuals and organizations who desire to improve the services offered to veterans and their families.

2. Membership Dues and Other Funding. Although not currently a requirement, the SAVC Executive Board (discussed in Article IV below) may require membership dues on an annual basis, at rates to be established in advance by the Executive Board. If membership dues are required, the Executive Board will establish policies on how dues are to be collected, when dues are to be submitted, grace periods, and any consequence for failing to maintain active membership. The SAVC may also be supported by additional contributions from its members and, to the extent available and appropriate, by contributions or other funding from other individuals or groups.

3. Ethics. Executive Board members will not accept gratuities or any other benefits, directly or indirectly, from sellers of goods or services doing or soliciting business with the council. In addition, Executive Board members shall not accept special discounts, unless those discounts are available (or the chance of receiving those discounts) to all members of the council. Executive Board members will avoid any partisanship activities while representing SAVC. If there arises a situation involving a conflict of interest in a particular matter, Executive Board members shall report the matter to the entire board and recuse themselves from the issue.

4. Guests. All members can bring guests to SAVC activities, provided that such attendance by non-members does not deprive a member desiring to participate an opportunity to do so, and providing such attendance is not prohibited by the Executive Board in the interests of SAVC.

5. The Executive Board (see Article IV) shall have authority to determine whether an organization is an "organization that serves military veterans and their families" as the term is used in Article III, Section 1.

ARTICLE IV

Executive Board

1. There shall be an Executive Board of the SAVC, which shall have the general direction and control of its affairs.

2. The Executive Board shall consist of seven (7) members. The President and all three Vice President positions are to be elected by the general membership by popular vote. Terms of office are two years in length. Elections are to take place biannually during even calendar years. The start of each term begins at the July general membership meeting. Elected Executive Board officers may serve no more than three consecutive terms in any one position. The Executive Board shall consist of the following positions and their specific duties (in addition to their general duties as Executive Board officers):

a. President. The President of the SAVC shall preside over all meetings of the Executive Board and members and may call special meetings of the Executive Board as deemed necessary. The President will serve as the executive officer of the SAVC in implementing the policies of the Executive Board and in managing the activities of the SAVC. The President serves on the board overseeing the Alabama State Veterans Memorial Cemetery in Spanish Fort. The

President may appoint members of SAVC to additional administrative areas of responsibilities (not outlined elsewhere in the “Constitution and Bylaws,”), e.g., but not limited to Chaplain duties.

b. Vice President. The Vice-President shall perform the duties of the President in the temporary absence of the President.

c. Vice President for Operations. The Vice President for Operations plays a vital role as to how SAVC is prepared for various meetings and activities, with his/her primary responsibility being to maintain order within the organization at all times. Specific duties include: develop and maintain strategic and operational plans for activities and events approved by the Executive Board; greeting everyone who arrives at any SAVC meeting or event; distributing agendas/schedule-of-events to all attendees; and maintaining decorum and enforcing rules at any SAVC event.

d. Vice President for Logistics. The Vice President for Logistics plays a critical role in the management and acquisition of all materials and supplies for the council to conduct its mission. Specific duties include: making sure the President has all materials needed before the meeting begins; being familiar with the layout of the facility where any SAVC event is held and being ready to direct people to where they need to be at any particular time of the proceedings.

e. Secretary. The Secretary will be appointed by the President in consultation with both Vice Presidents. The Secretary is responsible for recording all minutes of SAVC meetings. The Secretary shall also conduct all votes, manage/maintain all official correspondence of the SAVC, and notify members of all meetings. In addition, the Secretary will maintain all relevant historic records of the SAVC and recording accurate attendance records. In addition, pass those records along to his/her successor. The secretary's responsibilities may include preparing or overseeing the creation of newsletters, maintaining the website, and posting nonpartisan updates on Facebook and Instagram. The newsletter will provide consistent, transparent, and engaging communication with members in a nonpartisan way. The Newsletters can include information about upcoming events, recent accomplishments, policy changes, or other relevant news. The minutes from the regular monthly meeting, once approved by the executive board, may be included in the monthly newsletter.

f. Treasurer. The Treasurer will be appointed by the President in consultation with both Vice Presidents. The Treasurer shall be responsible for the receipt and disbursement of all funds and other property of the SAVC. The safekeeping of funds and property shall be subject to the approval of the Executive Board, the cost of which shall be borne by the SAVC. The Treasurer will complete and submit a financial report to the Executive Board at its regular meetings and to the entire SAVC membership at its monthly meetings.

g. Member at Large. The President shall appoint a Member at Large to represent the general membership of the council. The term for this position coincides with that of the President. The Member at Large has an equal vote on all matters that come before the board and as such helps the board avoid a tie vote situation.

3. Election Guidelines. Elections are to take place during even calendar years. In the month of May during each election year cycle, SAVC members will be afforded the opportunity to nominate members for President, Vice President, Vice President for Operations, and Vice President for Logistics to be elected by the general membership of the SAVC. This slate shall be provided to the general membership not less than two (2) weeks prior to the election, which will be held in June. Voting will be by secret ballot. Newly elected officers will be installed during the July general membership meeting. The Secretary will manage and conduct the election process.

4. Continued Executive Board officer membership shall be contingent upon being in regular attendance at scheduled Executive Board meetings. Executive Board officers may vote to remove from the Executive Board an officer who fails to actively and/or effectively participate in activities. An Executive Board officer experiencing difficulty in meeting SAVC commitments due to illness, injury, travel, or other reasons may request that their seat be filled until such time as their commitments can be met. The Executive Board officer may recommend a replacement for his/her seat, but the decision on their replacement remains the right of the remaining Executive Board members.

5. If an Executive Board officer position becomes vacant by reason of death, illness, resignation, disqualification, or otherwise, the Executive Board may choose to approve a successor who shall hold office for the unexpired term.

6. The Executive Board shall serve without compensation from the SAVC. However, any Executive Board officer may be reimbursed by the SAVC for any out-of-pocket expenses incurred in the performance of duties, with the approval of the Executive Board.

7. The Executive Board shall have the entire management of the business of the SAVC and shall formulate and approve activity plans and events as may be necessary to achieve the purpose of the SAVC. Those plans and events shall be consistent with the "Constitution and Bylaws" and applicable laws/regulations. The Executive Board should regularly communicate its management activities to SAVC members in transparent fashion.

8. The Executive Board may seek legal counsel on matters involving SAVC business, at the expense of SAVC.

9. The Executive Board may establish, from time to time, other standing and ad hoc committees composed of members of the SAVC to carry out various functions and activities of the SAVC. The powers and duties of each committee shall be prescribed by the Executive Board; however, these powers may not exceed those of the SAVC under Article II of these "Bylaws." Each committee may establish its own internal organization, subject to the approval of the Executive Board.

ARTICLE V

Meetings

1. Executive Board Meetings.

- a. Regular meetings of the Executive Board shall be held by call of the President, with at least one meeting held every quarter of the Fiscal Year.
- b. Three Executive Board officers shall constitute a quorum for the transaction of Executive Board business.
- c. The order of business at meetings of the Executive Board shall be as follows:
 - i. Roll call
 - ii. Review/approval of the minutes of the previous meeting
 - iii. Review/approval of the financial report
 - iv. Special reports (if any)
 - v. Unfinished business from previous meetings
 - vi. New business
- d. At all meetings of the Executive Board, each Executive Board officer shall have one vote. In the event that there is a tie in any vote, the President shall have an additional vote to serve as the tiebreaker.
- e. Special meetings may be called either by the President or by at least 3/5 of the Executive Board officers or by 1/4 of the general membership (in case the President refuses to call a meeting).
- f. The Executive Board has the authority to take emergency action in the absence of an in-person meeting by obtaining approval of 3/5 of the Executive Board officers via mail, text, email, telephone, or virtual means, the results and documentation of which are to be written and subsequently will be ratified at the next in-person meeting. An attempt must be made to contact all Executive Board officers. Any action approved shall have the same effect as though taken at a regular meeting of the Executive Board. The Executive Board officers cannot individually make decisions that impact or obligate the SAVC.
- g. Any member of the SAVC has the right to attend any Executive Board meeting and share his/her opinions, suggestions, and concerns to the Executive Board officers. The results of the Executive Board meetings will be published and presented to the members of SAVC.

2. General Membership Meetings.

- a. A minimum of one (1) general membership meeting shall be held each month from January through November, with the President setting the agenda for each meeting. There will be no meeting in December unless requested by the Executive Board. The President may cancel a monthly meeting due to special or unforeseen circumstances.
- b. Special meetings of the entire SAVC membership may be called by the President. Notice of special meetings shall set forth the purpose thereof.
- c. Notice of general membership and special meetings, stating the time and place, should be given to all members via prominently promulgated means (e.g., via social media, e-mail, website, etc.) by the Secretary at least 48 hours in advance of any

meeting. In the absence of the Secretary, the President of the SAVC or his/her designee may give such notices.

3. On all questions of parliamentary procedure not covered by the “Constitution and By-Laws,” the most recent edition of “*Robert’s Rules of Order, Newly Revised*” shall govern the conduct of meetings to include both general membership meetings and those of the Executive Board.

ARTICLE VI

Fiscal Matters

1. Bank Accounts. The Executive Board is authorized to select the banks or depositories it deems proper for the funds of the SAVC.
2. Contracts. The Executive Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the SAVC, and such authority may be general or confined to specific instances. Unless so authorized by the Executive Board, no officer, agent or employee shall have any power or authority to bind the SAVC by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.
3. Investments. The funds of the SAVC may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Executive Board may deem desirable.
4. Expenditures. Except as provided elsewhere in this document, all disbursements of the SAVC’s funds shall be approved by a majority vote of the Executive Board and shall be issued by check, drafts, or other orders signed by two officers of the Executive Board, with those two signatories consisting of: 1) either the President or one of the two Vice Presidents; and 2) the Treasurer.

ARTICLE VII

Guidelines and Considerations for Grant Awards

1. Grant Guidelines. The following considerations should be used in the selection process for Grants for Veteran Service Organizations (VSO). Executive Board members decide which grants to approve and should apply good judgment regarding the organization's mission and the level of support for our veterans in South Alabama. A VSO is any organization that contributes to the support of veterans in South Alabama and has shown its program mission and level of support to our veterans and community.
 - a. It is preferred that the VSO should be a 501 C 3 or C 19 recognized organization in order to receive consideration. However, this can be overridden by the Executive Board depending upon the circumstances.

- b. The request for funds should include the following: length of service of the organization, levels of support from other donors, number of veterans supported, and testimony of support, among other relevant details.
- c. The VSO should present a request (verbal or in writing) for funds to support specific programs and provide a detailed description of that support to the Council for consideration.
- d. The VSO should report examples of their efforts, their effects, or how it will impact the VSO mission and the veterans.

2. Additional Considerations. There are likely other considerations to ensure grants are properly documented. Furthermore, there are some organizations that might be considered as grandfathered where the guidelines above may be waived. Grants typically range between \$300 to \$500. Any grant award above this amount requires the approval of the Executive Board.

ARTICLE VIII Indemnification

1. Indemnity Under Law. The SAVC shall indemnify and advance the expenses of each person to the full extent permitted by Alabama law.

2. Additional Indemnification.

- a. The SAVC hereby agrees to hold harmless and indemnify each of its Executive Board officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the SAVC to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of the SAVC, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes an Executive Board officer of the SAVC, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the SAVC (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a

court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create any presumption that the Indemnatee acted in bad faith and/or was dishonest.

- b. The obligation of the SAVC to indemnify contained herein shall continue during the period the Indemnatee serves as an Executive Board officer, employee or agent of the SAVC and shall continue thereafter so long as the Indemnatee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnatee was an Executive Board officer of the SAVC or served at the request of the SAVC in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.
- c. Promptly after receipt by the Indemnatee of notice of the commencement of any action, suit or proceeding, the Indemnatee will, if a claim in respect thereof is to be made against the SAVC under this Section 2, notify the SAVC of the commencement thereof; but the omission so to notify the SAVC will not relieve it from any liability which it may have to the Indemnatee otherwise than under this Section 2. With respect to any such action, suit or proceeding as to which the Indemnatee notifies the SAVC of the commencement thereof:
 - i. The SAVC will be entitled to participate therein at its own expense; and,
 - ii. Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the SAVC, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnatee. After notice from the SAVC to the Indemnatee of its election so to assume the defense thereof, the SAVC will not be liable to the Indemnatee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnatee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnatee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the SAVC of its assumption of the defense thereof shall be at the expense of the Indemnatee unless (A) the employment of counsel by the Indemnatee has been authorized by the SAVC in connection with the defense of such action, (B) the Indemnatee shall have reasonably concluded that there may be a conflict of interest between the SAVC and the Indemnatee in the conduct of the defense of such action, or (C) the SAVC shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnatee shall be borne by the SAVC (it being understood, however, that the SAVC shall not be liable for the expenses of more than one counsel for the Indemnatee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). The SAVC shall not be

required to assume the defense of any action, suit, or proceeding brought by or on behalf of the SAVC or as to which the Indemnatee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

iii. Anything in this Section 2 to the contrary notwithstanding, the SAVC shall not be liable to indemnify the Indemnatee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The SAVC shall not settle any action or claim in any manner that would impose any penalty or limitation on the Indemnatee without the Indemnatee's written consent. Neither the SAVC nor any such person will unreasonably withhold their consent to any proposed settlement.

- d. In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the SAVC to the Indemnatee pursuant to this Section 2, the SAVC shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnatee in defending such action, suit or proceeding, other than those expenses for which the Indemnatee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The SAVC shall make such payments upon receipt of (i) a written request made by the Indemnatee for payment of such expenses and (ii) evidence satisfactory to the SAVC as to the amount of such expenses. The Indemnatee's written certification, together with a copy of the statement paid or to be paid by the Indemnatee, shall constitute satisfactory evidence as to the amount of such expenses.
- e. The rights to indemnification and advancement of expenses granted to the Indemnatee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnatee may now or hereafter be entitled under the SAVC's Certificate of Incorporation or otherwise under the SAVC's "Bylaws," as now in effect or as hereafter amended, any agreement, any vote of members or Executive Board officers, any applicable law, or otherwise.

1. Limitation. No amendment, modification or rescission of this Article VII shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

ARTICLE IX

Dissolution

The SAVC may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Executive Board that is consistent with State law.

ARTICLE X
Amendments

The “Constitution and Bylaws may be amended or revised at any meeting of the Executive Board by a 2/3 vote of the Executive Board quorum provided that all members of the SAVC have been advised of the proposed amendment one (1) week prior to the meeting and of their right to attend the Executive Board meeting at which the vote will be taken and/or comment on the proposed amendment/revision. Only members of the Executive Board will vote on amendments to the bylaws. Advisement by regular mail, email, or text messaging shall be sufficient to satisfy the requirements of this Article.

ARTICLE XI
Initial Executive Board Members

The current Executive Board will serve as officers once these bylaws are adopted. Though the Executive Board officers will assume their offices immediately upon completion of that vote, for continuity purposes, the annual terms of those initial Executive Board members will be considered to start on the first day of the following month.

The SAVC, its members having duly voted upon the matter, hereby adopts these “Bylaws,” this _____ day of _____, 2026, as attested to by its duly elected Executive Board:

President

Vice President

Vice President for Operations

Secretary

Treasurer