

REVISED BYLAWS
OF
INTERMOUNTAIN VOLLEYBALL ASSOCIATION
A Utah Nonprofit Corporation
Date Revised: February 26, 2025

ARTICLE I
NAME AND OFFICES

- 1.1. **Name.** The name of the nonprofit is INTERMOUNTAIN VOLLEYBALL ASSOCIATION (“IVA”).
- 1.2. **Offices.** IVA shall maintain a principal office in the state of Utah. IVA may also have other offices within and outside the state of Utah as the Board of Directors (the “Board”) may from time to time determine.

ARTICLE II
PURPOSE

- 2.1. **Purposes.** The primary purpose of IVA is to foster national and international amateur volleyball competition. Promotion of this primary purpose shall include, but not be limited to, the following means:
 - 2.1.1. Teaching the sport of volleyball to children and adults by holding clinics conducted by qualified instructors in public and qualified private venues and facilities;
 - 2.1.2. Providing practice volleyball sessions, classroom instruction, seminars, and panel discussions through which select trainees may be schooled in competitive coaching, playing, officiating, and scouting techniques;
 - 2.1.3. Fostering and conducting local, area, state, regional, and national amateur volleyball competitions;
 - 2.1.4. Acting as the official representative of USA Volleyball, Inc., within the area designated by USA Volleyball as the Intermountain Region;
 - 2.1.5. Selecting and training suitable candidates in the techniques of volleyball in national and international competition and thereby improve the caliber of candidates representing the United States in, including but not limited to, Olympic, Pan American, World Game competitions, as well as Olympic Community Development; and
 - 2.1.6. Fostering and conducting amateur volleyball programs in the United States and other nations for the training and exchange of suitable candidates in the techniques and practices of volleyball in countries other than the participants’ own.

ARTICLE III
MEMBERS

- 3.1. IVA shall have no members.

ARTICLE IV

BOARD OF DIRECTORS

- 4.1. **Powers.** The affairs and property of IVA shall be managed by or under the direction of the Board subject to applicable law and in accordance with the purposes and limitations set forth in the Articles of Incorporation and these Bylaws.
- 4.2. **Numbers.** The number of directors shall be at least three (3) and no more than nine (9).
- 4.3. **Election.** To become a director, a person shall be nominated by a director and elected by a majority of the Board. Such election may take place at the annual meeting or a special meeting of IVA, held as hereinafter provided.
- 4.4. **Term.** Directors shall be elected for four (4) year terms, or until the death, resignation, or removal of such director, as hereinafter provided. A director may be reelected for an unlimited number of additional terms.
 - 4.4.1. **Resignation.** Any director may resign from the Board at any time by giving written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board.
 - 4.4.2. **Removal.** Any director may be removed at any time, with or without cause, at a regular or special meeting called for that purpose by a majority of the Board.
- 4.5. **Meetings.**
 - 4.5.1. **Annual Meeting.** The Board shall hold at least one (1) annual meeting.
 - 4.5.2. **Special Meeting.** The Board may hold any number of special meetings with the consent of at least 20% of the Board.
 - 4.5.3. **Time and Place of Meetings.** Any meetings will be held at the time and place determined by the CEO.
 - 4.5.4. **Notice of Meetings.** Notice of a meeting may be sent by mail or electronic mail, directed to each director at their address or email address as it appears on the company records. Such notice shall state the time and place where the meeting is to be held and to the extent possible, the purpose(s) for which the meeting is called. Notice shall be deemed to have been given when sent, and if by mail, when deposited in the United States mail with prepaid postage thereon. Notice of a meeting must be given at least three (3) days before such meeting; however, notice of special meetings may be given at least twenty-four (24) hours before such meeting. The notice requirements may be waived in writing by all directors prior to the commencement of a meeting, or by attending the meeting without protesting the lack of notice (not later than the commencement of the meeting).
 - 4.5.5. **Quorum.** At each meeting of the Board, a majority of the directors will constitute a quorum. If a quorum is not present at any meeting of the Board, the directors must adjourn the meeting until such time as a quorum may be present.
 - 4.5.6. **Action by the Board.** Except as provided by law or these Bylaws, the vote of a majority of the directors present at the time of a vote, if a quorum is present at such time, shall be the act of the Board.
 - 4.5.7. **Meeting by Remote Communication.** Any director may participate in a meeting of the Board by means of a conference telephone, video conference, or similar

communications equipment. Participation by such means shall constitute presence in person at a meeting, provided that all persons participating in the meeting can hear each other at the same time and each director can participate in all matters before the Board, including, without limitation, the ability to propose, object to, and vote upon a specific action to be taken by the board or committee.

4.5.8. **No Proxy.** No director may vote by proxy.

4.5.9. **Action Without a Meeting.** Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board consent in writing to the adoption of a resolution authorizing the action. Such consent may be written or electronic. The resolution and written consents thereto by the directors shall be filed with the minutes of the proceedings of the Board.

4.6. **Compensation.** IVA shall not pay directors for services rendered in their capacity as directors, except that directors may be reimbursed for reasonable expenses incurred in the performance of their duties to IVA. A director may receive reasonable compensation for the performance of services provided to IVA in any capacity separate from their responsibilities as a director, when authorized by a majority of the directors then in office.

ARTICLE V COMMITTEES, OFFICERS, EMPLOYEES, AND AGENTS

5.1. **Committees.** The Board, by resolution adopted by a majority of the Board, may create any committees it sees fit, and appoint members to such committee. Each committee will be subject to, and governed by the Board.

5.2. **Officers.** The officers of IVA shall consist of at least a CEO and Executive Vice-President. The Board may from time to time appoint such other officers as it may determine.

5.2.1. **Election, Term of Office, and Qualifications.** The officers of IVA shall be elected annually by a majority vote of the Board at the annual meeting of the Board, and each officer shall hold office until such officer's successor is elected and qualified or until such officer's earlier death, resignation, or removal. An officer does not have to be a director. One person may hold, and perform the duties of, more than one office. All officers shall be subject to the supervision and direction of the Board.

5.2.2. **Removal.** Any officer elected or appointed by the Board may be removed at any time, with or without cause, by a vote of a majority of the Board.

5.2.3. **Resignations.** Any officer may resign at any time by giving written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board. The acceptance of such resignation shall not be necessary to make it effective.

5.2.4. **Vacancies.** A vacancy in any office arising from any cause shall be filled for the unexpired portion of the term by the CEO. All such appointments must be approved at the first meeting following the appointment.

5.2.5. **CEO.** The CEO shall preside at all meetings of the Board. The CEO shall have the general powers and duties of supervision and management of IVA which usually pertain

to the CEO's office, and shall keep the Board fully informed of the activities of IVA. The CEO has the power to sign and execute alone in the name of IVA all contracts authorized either generally or specifically by the Board, unless the Board shall specifically require an additional signature.

- 5.2.6. **Executive Vice-President.** The Executive Vice-President also shall have such powers and perform such duties as usually pertain to the Executive Vice-President's office or as are properly required of the Executive Vice-President by the Board.
- 5.3. **Employees and Other Agents.** The Board may from time to time appoint such employees and other agents as it shall deem necessary, each of whom shall have such authority and perform such duties as the Board may from time to time determine. To the fullest extent allowed by law, the Board may delegate to any employee or agent any powers possessed by the Board and may prescribe their respective title, terms of office, authorities, and duties.
- 5.4. **Compensation.** Any officer, employee, or agent of IVA is authorized to receive a reasonable salary or other reasonable compensation for services rendered to IVA when authorized by a majority of the Board.

ARTICLE VI GOVERNANCE

- 6.1. **Budget.** It shall be the policy of IVA to budget and disburse each year sufficient funds to carry out its purposes as stated in its Articles of Incorporation. It shall also be the policy of IVA that it shall not engage in any of the following transactions:
- 6.1.1. Lending any part of its income or principal without adequate security or at unreasonable rates of interest to contributors, to family members of contributors, or to corporations controlled by contributors or members of contributors' families.
- 6.1.2. Making any of IVA's services available, on a preferential basis, to contributors, or to members of contributors' families, or to corporations controlled by contributors or members of contributors' families.
- 6.1.3. Making any substantial purchase of securities or other property from contributors, members of contributors' families, or corporations controlled by contributors or members of contributors' families for less than adequate consideration.
- 6.1.4. Selling any substantial part of the property of IVA to contributors, members of contributors' families, or corporations controlled by contributors or members of contributors' families for less than adequate consideration.
- 6.1.5. Engaging in any transaction which results in a substantial diversion of the income or corpus of IVA to contributors, members of contributors' families, or corporations controlled by contributors or members of contributors' families.
- 6.2. **Operating Code.** The directors are authorized to adopt an operating code by which IVA shall be governed with regard to more specific decisions and activities. The USA Volleyball Operating Code for the Regional Operations Division shall be construed to be an integral part of these Bylaws.

**ARTICLE VII
EXECUTION OF INSTRUMENTS**

- 7.1. **Contracts and Instruments.** The Board may authorize any officer or agent IVA to enter into any contract, to execute and deliver any instrument, or to sign checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness in the name of and on behalf of IVA. Such authority may be general or may be confined to specific instances. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.
- 7.2. **Deposits.** The funds of IVA shall be deposited in its name with such banks, trust companies, or other depositories as the Board, or officers to whom such power has been delegated by the Board, may from time to time designate.

**ARTICLE VIII
INDEMNIFICATION**

- 8.1. **Indemnification.** IVA shall, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that such person was a director or officer of IVA, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees. No indemnification may be made to or on behalf of any such person if (a) such person's acts were committed in bad faith or were the result of such person's active and deliberate dishonesty and were material to such action or proceeding or (b) such person personally gained in fact a financial profit or other advantage to which such person was not legally entitled. No person who now is, or later becomes, an officer or director for IVA shall be personally liable to creditors for any indebtedness or liability, and any and all creditors of IVA shall look only to the assets of IVA for payment.

**ARTICLE IX
GENERAL PROVISIONS**

- 9.1. **Fiscal Year.** The fiscal year of IVA shall begin on November 1 and shall end on October 31.
- 9.2. **Amendments.** These Bylaws maybe amended, altered, or replaced and new Bylaws, maybe adopted by a majority vote of the Board at any regular or special meeting; provided however, notice of the proposed amendment has been submitted to the directors in writing at least ten (10) days prior to said meeting. The Articles of Incorporation may be amended by the vote of two-thirds (2/3) of the directors.
- 9.3. **Non-Discrimination.** IVA shall not, nor shall anyone acting on behalf of IVA, discriminate against any person or group of persons on the basis of race sex, age, national origin, marital status, sexual orientation, mental or physical handicap, or any category protected by state or federal law
- 9.4. **Waiver of Notice.** Whenever any notice is required to be given to any individual, officer, or director of IVA under the provisions of these Bylaws or under the Articles of Incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, or by e-mail, shall be deemed equivalent to the giving of such notice.

- 9.5. **Electronic Signatures.** Wherever a written instrument is required to be executed hereunder, an electronic signature, to the extent permitted by applicable law, shall be deemed to be a written signature.
- 9.6. **Books and Records.** IVA shall keep at the office of IVA correct and complete books and records of the activities and transactions of IVA, including the minute book, which shall contain a copy of the Articles of Incorporation, a copy of these Bylaws, all resolutions of the Board, and all minutes of meetings of the Board and committees thereof.
- 9.7. **Dissolution Distributions.** In the event of the dissolution of IVA, after its just debts and obligations have been paid or adequately provided for, its remaining assets will be distributed to USA Volleyball for the express purpose of regenerating interest in the national and international amateur volleyball competition, provided the organization continues to be dedicated to the exempt purposes as specified in Internal Revenue Code Section 501(c)(3).
- 9.8. **Governing Law.** IVA is organized and existing under the Utah Revised Nonprofit Corporation Act and is governed by the laws of the state of Utah.