

AMENDED BYLAWS
OF
THE SALT LAKE CITY FIREFIGHTERS' RELIEF
ASSOCIATION

MISSION STATEMENT

The mission of the Salt Lake City Firefighters' Relief Association is: (1) To provide aid, comfort, benefits and financial assistance to any member of the Association in the event of illness, injury, death or premature retirement; and (2) To establish and promote confidence and cooperation and foster a congenial sentiment among Association members through sponsorship of social events.

ARTICLE I: OFFICE

The Board of Trustees shall designate, and the Corporation shall maintain a principal office. At present, the principal office is located at 124 West 1400 South, Salt Lake City, Utah 84115. From time to time, the Board of Trustees may change the location of the principal office or operate additional office spaces so as to effectively manage the affairs of the Corporation.

ARTICLE II: MEETINGS

Section 1. Annual Meetings. An annual meeting of the members of the Corporation shall be held at such place within or without the State of Utah as designated by the Board of Trustees and in compliance with these bylaws. This meeting shall be held in January of each year and shall be for the transaction of such business as may benefit the Corporation.

Section 2. Special Meetings. Special meetings of members, other than those regulated by statute, may be called at any time by the President, or a majority of the Trustees. Special meetings may also be called by the President upon his/her receiving a written request signed by more than 50% of the Corporation's members. Notice of such a meeting stating the place, the date and hour of the meeting, the purpose(s) for which it is called, and the name of the person by whom or at whose direction the meeting is called shall be distributed to all members of record in the same manner of notice of the annual meeting. No business other than that specified in the notice shall be transacted in any such special meeting.

Section 3. Notice of Members Meeting. The responsibility for providing notice of regular and special meetings shall fall to the Secretary. He/she shall provide the membership with written notice stating the place, the date and hour of the meeting, and in the case of a special meeting, the purpose(s) for which the meeting is called. Notice(s) shall be posted not less than ten or more than fifty days before the date of any such meeting.

Section 4. Place of Meeting. The Board of Trustees may designate any place, whether within or without the State of Utah, as the place of meeting for any annual meeting or for any special meeting, called by the Board of Trustees. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or without the State of Utah, as the place for the holding of such meeting. If no designation is made, or if a special meeting were otherwise called, the place of meeting shall be the principal office of the corporation.

Section 5. Quorum. Twelve active members or proxies of twelve (12) active members of the Corporation shall constitute a quorum at a meeting of members. If less than twelve active members or proxies of active members are represented at a meeting, a majority of those members or proxies present may adjourn the meeting from time to time without further notice. At a meeting resumed after any such adjournment at which a quorum shall be present or represented any business may be transacted, which might have been transacted at the meeting as originally, noticed. The members or proxies present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of members, or proxies, in such number that less than a quorum remains to the adjournment of such meeting.

Section 6. Voting. An active member entitled to vote at a meeting may vote at such meeting or by proxy. Except as may otherwise be provided in the Articles of Incorporation, that every member shall be entitled to one vote. Except as herein or in the Articles of Incorporation otherwise provided, all corporate action shall be determined by a majority of the members and proxies cast at any meeting of the members by those members and proxies entitled to vote thereon.

Section 7. Proxies. At all meetings of members, a member may vote in person or by proxy executed in writing by the active member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution.

Section 8. Informal Action by Shareholders. Any action required to be taken at a meeting of the members of the Corporation, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote.

Section 9. Electronic Votes. In the event that a telephone, email or text message vote is needed to conduct the business of the Association, it shall be conducted following Robert's Rules of Order. The President or designee conducting the vote shall keep a record of the motion(s) made, board member providing a second to the motion(s) and a voting tally (for/against). Records of all such votes shall be submitted to the Secretary prior to the Board's next regular meeting and included in the Secretary's report (Meeting minutes).

ARTICLE III: BOARD OF TRUSTEES

Section 1. General Powers. The Board of Trustees shall manage the business and affairs of the Corporation. The Board of Trustees may adopt such rules, regulations, policies, procedures and by-laws for the conduct of their meetings, and the management of the Corporation, as they deem proper.

Section 2. Number, Tenure and Qualifications. The Board of Trustees shall consist of eleven regular members, four of whom shall be designated respectively President, Vice-President, Secretary and Treasurer. The Officers may be, but need not be, Trustees of the Corporation. In addition to the above Officers and Trustees, there shall be a Chaplain, who shall be appointed annually, by the President, subject to the approval of the Board of Trustees.

Section 3. Regular Meetings. Meetings of the Board of Trustees shall be held at the office of the Corporation, or at such other place which shall be designated by the President, with the approval of the Board of Trustees. Said meetings are to be held once each month and each member of the Board of Trustees is expected to attend these monthly meetings.

Section 4. Special Meetings. The President, Vice-President or three Trustees may call a special meeting of the Board of Trustees at any time, by giving notice of such meeting to all other Trustees.

Section 5. Quorum. At any meeting of the Board of Trustees, a majority of Trustees (6) shall be necessary to constitute a quorum for the transaction of business, and any business transacted at a meeting so constituted shall be valid, providing it is affirmatively acted upon by a majority of the Board of Trustees.

Section 6. Manner of Acting. At all meetings of the Board of Trustees, each Trustee shall have one vote. The act of a majority present at a meeting shall be the act of the Board of Trustees, provided a quorum is present.

Section 7. Vacancies. Any vacancy in the Board of Trustees shall be filled by an appointee of the Board, and such appointee shall serve the un-expired term. Any vacancy among the Officers shall be filled by an appointee of the Board of Trustees and shall serve the balance of the un-expired term of such officer.

Section 8. Removals. Trustees may be removed (for cause only) at any time by a vote of two-thirds majority of the Board of Trustees, or by two-thirds majority of the members entitled to such a vote. Any such vacancy created by a removing vote shall be filled by the Trustees then in office. In the event the remaining number of trustees constitutes less than a quorum, an appointed replacement trustee(s) shall only hold their appointed office until next annual meeting, or until his/her successor can be duly elected and qualified. In the event a trustee is removed, for cause, at a general or special meeting of the membership, those members may duly elect a replacement trustee to serve on the Board of Trustees for the remainder of the initial trustee's term. Should the Board of Trustees and/or membership elect to reduce the number of trustees constituting the makeup of the Board of Trustees, said reduction shall not have the effect of removing any Trustee prior to the expiration of his or her term of office.

Section 9. Resignation. A Trustee may resign, at any time, by delivering written notification thereof to the President, or Secretary of the Corporation. Resignation shall become effective upon its acceptance by the Board of Trustees provided, however, that if the Board of Trustees has not acted thereon within ten days after its delivery, the resignation shall, upon the tenth day, be deemed accepted.

Section 10. Presumption of Assent. A Trustee of the Corporation who is present at a meeting of the Board of Trustees at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless his/her dissent shall be entered in the minutes of the meeting, or, unless, he/she shall file 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 after the adjournment of the meeting. Such right to dissent shall not apply to a Trustee who voted in favor of such action.

Section 11. Compensation. By resolution of the Board of Trustees, the Trustees may be reimbursed their expenses, if any, for attendance at each meeting of the Board of Trustees. Any reimbursement provided to a Trustee shall be in addition to the fixed sum already associated with their attendance at each monthly meeting. If a trustee is unable to attend the monthly board meeting, he/she may still be entitled to compensation. To qualify for said compensation, the trustee must inform the president, vice-president or secretary in advance of their absence, offer acceptable justification for their absence and provide a written report of their committee activities for the previous month. Any trustee who does not attend the monthly board meeting and provides no written report of their committee activities shall not be entitled to any compensation for that month.

Section 12. Emergency Power. In the event a significant natural disaster, manmade event or death, renders a majority of the Trustees incapacitated, or otherwise unable to attend and function as Trustees, the remaining members of the Board of Trustees shall possess all the powers necessary to function as a complete Board, for the purpose of doing business and filling vacancies, and shall constitute a quorum, until such time as all Trustees can attend, or vacancies can be filled, pursuant to these Bylaws.

Section 13. Chairman. The Board of Trustees may elect from its own number a Chairman of the Board, who shall preside at all meetings of the Board of Trustees and perform such other duties as may be prescribed from time to time by the Board of Trustees.

ARTICLE IV: ELECTION OF TRUSTEES

The office of Trustee shall be determined by the election of eleven persons. For the purpose of providing staggered terms for the office of Trustee, there shall be elected, annually, by a ballot of the members of the Corporation, as hereinafter provided. In 2012 and every third year thereafter (2015, 2018, etc.), three (3) Trustees shall be elected, each of whom shall serve a three (3) year term. In all other years, four (4) Trustees shall be elected, each of whom shall serve a three (3) year term.

All of the Trustees shall be nominated and elected in the year prior to that in which their term of office shall commence. Candidates for the various Trustee positions shall make written application of nomination to the Board of Trustees by October 15 of the previous year.

The secretary shall, following the nominations, prepare ballots showing the names of the nominees for the respective offices in such form as will provide a record of the members who are voting, and, nevertheless, such ballot shall be prepared so as to provide each member with a secret ballot. A sample ballot shall be emailed to all Association members prior to the prescribed date(s) of election, together with a notice of the day, time and place for balloting.

The Secretary shall likewise provide logistical means by which the vote may be conducted and shall designate an Election Committee of four (4) members to supervise the balloting. The Election Committee shall have control of the distribution of ballots and shall have available a ballot for each member of the Association. The balloting shall be conducted upon a day, time and place to be designated by the Board of Trustees for each year.

Ballot collection devices/mechanisms shall be deemed secure by the Election Committee, and the counting of the ballots shall be by the Secretary, together with the Election Committee. The results of the balloting shall be announced within seven (7) days after the balloting date. The ballots and all election records shall be preserved by the Secretary for one (1) year following the election.

ARTICLE V: MEMBERSHIP

Section 1. Regular Membership. Regular membership in this Corporation is limited to those persons who are regularly employed by the Fire Department of Salt Lake City Corporation. The Association members may not be members of any other organization

whose principles are adverse/contrary to this Corporation. Regular employees of the Fire Department of Salt Lake City, who, while serving as such are inducted into, or enlist temporarily in the Armed Services of the United States, who are on a regular leave of absence from the Fire Department, or who are in the process of appealing a discharge shall for such period of temporary military duty, leave of absence or process of appealing a discharge, and for the purposes of these Bylaws shall be deemed to have continued on in a regular employee status.

Section 2. Application. All applications for membership shall be made to the Secretary in writing. Such application(s) shall then be presented to the Board of Trustees of the Corporation, and upon affirmative vote of the Trustees at any duly held Trustee's Meeting, individuals shall be eligible for membership. No membership shall be approved by the Board of Trustees unless it shall be accompanied by the payment of the membership fee. To be entitled to the benefits hereunder, a member must be in good standing with all dues and assessments fully paid.

Section 3. Expelling Members. Any member may be expelled from this Corporation for cause, or for failure to observe the duties, conditions and requirements of membership, including payment of dues, and have his or her membership revoked at any duly held meeting of the Board of Trustees by the vote of two thirds of the Trustees present. There shall be no refund of any monies from the General Fund of the Corporation to any resigning member.

Section 4. Resignation. Any member may resign from membership upon presentation of resignation, in writing, and payment in full of all back dues and assessments. There shall be no refund of any monies from the General Fund of the Corporation to any resigning member.

Section 5. Honorary Membership. Surviving spouses and children of all Salt Lake City Fire Department members who die in the line of duty shall become honorary members of the Association immediately upon the occurrence of the line of duty death of their relative. Honorary members shall be entitled to attend and participate in all social events and activities of the Association at no cost for the lifetime of the honorary member.

ARTICLE VI: DUES

Section 1. Monthly Dues. All members of the Association shall pay monthly dues, in an amount equal to seven and one-half tenths of one percent (0.75%) of the base salary of a first-year firefighter.

Section 2. Change in Monthly Dues. Monthly dues may be increased or decreased by the Board of Trustees by amendment to these Bylaws.

Section 3. Donations. Any request for a donation shall be brought before the Board of Trustees for discussion. Approval or Disapproval of said donation should be made on an individual basis by a majority vote of the Board of Trustees.

ARTICLE VII: OFFICERS

Section 1. Number. The officers of the Association shall be a President, Vice--President, a Secretary and a Treasurer, each of whom shall be elected by a majority of the Board of Trustees. Such other officers and assistant officers, as may be deemed necessary, may be elected or appointed by the Board of Trustees. In its discretion, the Board of Trustees may leave unfilled for any such period as it may determine any office except those of President and Secretary. Officers may or may not be Trustees of the Corporation.

Section 2. Election and Term of Office. The officers of the Corporation to be elected by the Board of Trustees shall be elected directly before each annual meeting of the members. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified, or until his/her death, or until he/she shall resign or shall have been removed in the manner hereinafter provided. A term of office for President and Vice-President shall be for one year. The term of office for Treasurer and Secretary shall be for a term of two years, with the office of Secretary to be elected in the opposite year as the office of Treasurer. Any one person serving in the office of Treasurer shall be limited to two consecutive terms of two years each.

Section 3. Resignations. Any officer may resign at any time by delivering a written resignation letter to the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 4. Removal. Any officer or agent may be removed by the Board of Trustees whenever in its judgment the best interests 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 of an officer or agent shall not of itself create contract rights. Any such removal shall require a majority vote of the Board of Trustees, exclusive of the officer in question.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, or if a new office shall be created, such vacancy may be filled by the Board of Trustees for the un-expired term of the office.

Section 6. President. The President shall be the chief executive and administrative officer of the Association. They shall preside at all meetings of the members and at meetings of the Board of Trustees. Shall exercise such duties as customarily pertain to the office of President and shall have general and active supervision over the property, business, and affairs of the Association, and over its several officers. They may appoint officers, agents, or employees other than those appointed by the Board of Trustees. They

may sign, execute and deliver in the name of the Corporation any powers of attorney, contracts, bonds and other obligations, and shall perform such other duties as may be prescribed from time to time by the Board of Trustees or by the Bylaws. The President shall also be the main point of contact between the Relief Association and the family of any deceased member.

Section 7. Vice-President. The Vice-President shall have such powers and perform such duties as may be assigned to them by the Board of Trustees or the President. In the absence or disability of the President, the Vice-President designated by the President or upon his/her failure to do so, the Board, shall perform the duties and exercise the powers of the President. The Vice-President may sign and execute contracts and other obligations pertaining to the regular course of his duties as approved by the President or the Board of Trustees. The Vice-President will oversee the upkeep and maintenance of the office.

Section 8. Secretary. The Secretary shall, subject to the direction of a designated Vice-President, keep the minutes of all meetings of the members and of the Board of Trustees to the extent ordered by the Board of Trustees or by the president, the minutes of meetings of all committees. They shall cause notice to be given of meetings of members, of the Board of Trustees, and of any committee appointed by the Board. The Secretary shall have custody of the corporate seal and general charge of the records, documents and papers of the Association, not pertaining to the performance of the duties vested in other officers, which shall at all reasonable times be open to the examination of any Trustee. They shall also sign or execute contracts with the President or Vice-President there-unto authorized in the name of the Association and affix the seal of the Association thereto. They shall perform such other duties as may be prescribed from time to time by the Board of Trustees or by the Bylaws. They shall be sworn to the faithful discharge of their duties. Assistant Secretaries shall assist the Secretary and shall keep and record such minutes of meetings as shall be directed by the Board of Trustees.

Section 9. Treasurer. The Treasurer shall, subject to the direction of a designated Vice-President, have general custody of the disbursement of funds of the Association. They shall deposit checks, notes and other obligations to the credit of the Association in such financial institutions and/or depositories as the Board of Trustees may designate. They may sign, with the President or such other persons as may be designated for that purpose by the Board of Trustees, all bills of exchange or promissory notes of the Association. They shall enter or cause to be entered regularly in the books of the Association all transactions of the Association; shall at all reasonable times exhibit his/her books and accounts to any Trustee of the Association upon application at the office of the Association during business hours; and, whenever required by the Board of Trustees or the President, shall render a statement of his/her accounts. They shall perform such other duties as may be prescribed from time to time by the Board of Trustees or by the Bylaws.

Section 10. Compensation. The expenses or other compensation of the officers of the Corporation shall be fixed from time to time by the Board of Trustees, except that the

Board of Trustees may delegate to any person or group of persons the power to fix the expenses or other compensation of any subordinate officers or agents. No officer shall be prevented from receiving any such expenses or compensation by reason of the fact that he is also a Trustee of the Corporation.

Section 11. Surety Bonds. In case the Board of Trustees shall so require, any officer or agent of the Corporation shall execute to the Corporation a bond in such sums and with such surety or sureties as the Board of Trustees may direct, conditioned upon the faithful performance of his duties, to the Corporation, including responsibility for negligence and for the accounting for all property, monies or securities of the Corporation which may come into his/her hands.

ARTICLE VIII: BENEFITS

Section 1. Sickness or Disability Benefit. When an active member of the Association in good standing, is not eligible for a service pension, has exhausted all normal benefits due him/her under the existing Salt Lake City Policy, such member shall be entitled to receive up to the sum of \$6.67 per day until a total benefit of \$667.00 has been paid, if the member is receiving Workers Compensation only, or up to the sum of \$10.00 per day not to exceed a total benefit of \$1,000.00, if the member is not receiving any Workers Compensation. The right to receive such funds shall cease upon retirement or upon the member recovering sufficiently to be placed once again on the regular payroll. No member shall receive the foregoing benefits for sickness or disability caused by intemperate or immoral conduct. If any member who may be receiving benefits under the foregoing provision shall violate medical direction, or do any act violating common prudence in a situation which shall result in an impairment or retarding of his/her recovery, he/she shall forfeit all claims to further benefits provided hereunder during such sickness or disability.

Section 2. Evidence of Sickness or Disability. Members absent from the city that are claiming benefits, must furnish acceptable evidence of such sickness or disability to the Board of Trustees to entitle such persons to receive benefits.

Section 3. Permanent Disability Benefit. Any member of the Salt Lake City Firefighters' Relief Association who incurs a separation of service from the Salt Lake City Fire Department because of permanent disability, either totally or partial, shall be entitled to a one-time cash payment equal to 150% of a current first-year firefighter's monthly pay without longevity and/or merit steps, providing he/she has no outstanding debits owing to the Association.

Said member shall also be entitled to a longevity benefit based upon their length of membership with the Salt Lake City Firefighters' Relief Association. The sum of such benefit shall be as indicated in the table below.

- A. 0 to 5 years of membership \$500.00

- B. 5 to 10 years of membership \$1000.00
- C. 10 to 15 years of membership \$2000.00
- D. 15 & over years of membership \$3000.00

In order to be eligible for this Permanent Disability Benefit, members must provide proof to the Board of Trustees that their permanent disability has been approved by the City and by Utah Retirement Systems (“URS”). Payment of all Permanent Disability Benefits shall be made within ninety (90) days of the receipt of eligibility documentation.

Any member who qualifies for regular retirement benefits through URS shall not be eligible for the Permanent Disability Benefit.

Section 4. Death Benefit(s). Any person, who is actively enrolled and in good standing as a member of the Salt Lake City Firefighters’ Relief Association, shall be entitled to the benefits set forth herein. Benefit sums and amounts hereinafter set forth, shall be governed and controlled by the Board of Trustees of the Salt Lake City Firefighters’ Relief Association; such officers shall accept such responsibilities without cost to said fund.

Death Benefit claims shall be accompanied by a certified copy of the Death Certificate, with a Notary Public Seal of the city, town or county in which the affected party died. The Death Benefit shall be paid to the designated beneficiary, or a party (parties) of the designated beneficiary’s choosing:

Distribution of funds to any person/entity other than the beneficiary of record must be precluded by a certified letter from the designated beneficiary. This letter must include the names and addresses of those who are to receive funds, as well as a breakdown of the amounts desired for distribution. Release of these funds and liability for receipt is the sole responsibility of the designated beneficiary and shall in no way leave the Association (or its Mortuary Benefit Fund) liable for outstanding claims.

In cases where no designated beneficiary survives, all benefit sums shall be paid to the estate of the deceased. If neither of the aforesaid exists, the Board of Trustees may use the benefit funds to assist in proper burial for the deceased. Funds utilized shall not exceed the amount of the benefit with any/all funds unutilized in the internment of the deceased reverting back to the Association.

4.1.1. Active Members

Any member of the Salt Lake City Firefighters’ Relief Association, in good standing with the Association and employed by the Salt Lake City Fire Department at the time of his/her death shall, through their designated beneficiary, receive a Death Benefit of Twenty Thousand Dollars (\$20,000)

4.1.2 Dependent(s)

Any member of the Salt Lake City Firefighters' Relief Association, in good standing with the Association who suffers the loss (death) of his/her spouse or unmarried child (18 years of age or younger) shall, receive a Dependent Death Benefit in the sum of Ten Thousand Dollars (\$10,000) per loss. Said benefit shall be paid to the member or members designated beneficiary upon presentation of a copy of the death certificate issued by the authority having jurisdiction.

4.2 Retirement Benefit Conversion

Beginning Jan. 1, 2017, the Mortuary Benefit available under the prior bylaws, including the Retirement Conversion and Cash Conversion options under Section 4, will be replaced by a new streamlined benefit known as the Retirement Benefit. Any member who received a Mortuary Benefit under the prior bylaws, whether the benefit was a cash conversion or a mortuary certificate, is not eligible to receive a Retirement Benefit under the new bylaws. However, all outstanding mortuary certificates that were issued by the Association will continue to be honored upon the death of the holder of the mortuary certificate.

Under the new Retirement Benefit, any eligible member of the Salt Lake City Firefighters' Relief Association who has accumulated more than five (5) years membership and retires from active duty with the Salt Lake City Fire Department shall be issued a one-time cash payment in the sum of \$150.00 per year up to a maximum of Three Thousand Dollars (\$3,000.00).

Eligibility Requirements:

- The retiring member must have all Association dues and assessments fully paid at the time of his/her retirement.

Example(s):

A person, who has been a member for four (4) years, who retires from/leaves the department shall not be entitled to a Retirement Benefit

A person, who has been a member for 15 years, who retires from/leaves the department, shall be entitled to a Retirement Benefit of \$2250.00.

A person, who has been a member for 25 years, who retires from/leaves the department, shall be entitled to a Retirement Benefit of \$3000.00

- The retiring member is responsible for providing the Association's Secretary with an accurate mailing address or Firefighters' Credit Union account number for benefit distribution. Any eligible retirement benefit not properly distributed, due to a failure of the member to provide the required information, within a 365 day period following their retirement/separation from the fire department shall be deemed forfeit by the member and returned to the General Fund of the Association.

Should a member/former member desire to appeal the forfeiture of this benefit, he/she may appeal to the Board of Trustees, in person, at one of their regularly scheduled meetings. On behalf of the Association, the Trustees retain the right to retain or restore any part of the forfeited benefit, based upon the needs of the Association and its members.

Section 6. Cumulative Effect of Benefits. The sums heretofore provided to be paid upon the death of an active member, or the sums heretofore provided to be paid to a member on disability separation from service, shall be in addition to the sums provided to be paid from the Mortuary Benefit Fund of the Salt Lake City Firefighters' Relief Association. No member, having once been paid the benefit, upon separation from service, shall receive any further benefits provided therein upon returning to the membership or employment in the department.

Section 7. Durable Medical Equipment Reimbursement. All members of the Association, their spouse, children (eighteen years of age and under) and parents of both the member and spouse shall be eligible for a lifetime maximum cumulative reimbursement of up to \$500 per member for the purchase or rental of Durable Medical Equipment. Prior to being reimbursed, Association members and qualifying family members must provide both of the following: (A) Receipt(s) for payment; and (B) Proof that any available insurance benefit has been exhausted. Exceptions to the above can be made by Board approval only. Once the Association Member or qualifying family member has received the maximum benefit under this paragraph, the benefit may not be applied for again.

Section 9. Fellowship Benefits. An essential part of the mission of the Relief Association is the promotion of a congenial sentiment among Association, and therefor Department members. As part of this effort, the Association herein provides the following benefits and/or monetary contributions to aid in the fellowshipping of new members with those already actively a part of the Relief Association.

- A. A one-time sum of one hundred dollars (\$100.00) will be donated to and member of the Salt Lake City Firefighters' Relief Association and/or Salt Lake City Fire Department, at the time of a person's retirement to help commemorate the individual. These monies shall be given to a member of the Relief Association to help offset the costs of a farewell gathering or crew meal. These funds are to be used for the expressed purposes set forth herein and need only be requested by the Relief Association member planning the event.
- B. A sum of two thousand five hundred dollars (\$2,500.00) shall be donated on an annual basis to the Salt Lake City Fire Department Honor Guard. These funds shall be at the discretion of the Honor Guard's leadership to foster goodwill and fellowship amongst members of the Salt Lake City Firefighters' Relief Association and/or Salt Lake City Fire Department.
- C. A sum of two thousand five hundred dollars (\$2,500.00) shall be donated on an annual basis to the Salt Lake Retired Firefighters' Association. These funds shall be at the discretion of the Retired Firefighters' Association leadership to

foster goodwill and fellowship amongst active and retired members of the Salt Lake City Firefighters' Relief Association and/or Salt Lake City Fire Department.

ARTICLE IX: COMMITTEES

Section 1. Executive Committee. The Board of Trustees may appoint from among its members an Executive Committee of not less than two nor more than six members, one of who shall be the President, and shall designate one of such members as Chairman. The Board may also designate one or more of its members or alternates to serve as members of the Executive Committee in the absence of a regular member or members. The Board of Trustees reserves to itself alone the power to recommend to members any action requiring their approval, change the membership of any committee at any time, fill vacancies therein, and discharge any committee either with or without cause at any time. Subject to the foregoing limitations, the Executive Committee shall possess and exercise all other powers of the Board of Trustees during the intervals between meetings.

Section 2. Committees. The Board of Trustees may also appoint from among the Association members such other committees as the Board of Trustees may determine, which shall in each case consist of not less than two Trustees, and which shall have such powers and duties as shall from time to time be prescribed by the Board. The President shall be a member, ex officio, of each committee appointed by the Board of Trustees. A majority of the members of any committee may fix its own rules of procedure. The present committees of the Association are as follows:

A. An **Auditing and Bylaws Committee** shall be appointed by the Board of Trustees. It shall be the duty of this committee to audit all books and accounts of the Association annually, previous to the regular meeting of the Association, and to make recommendations to the Board of Trustees of needed changes in the Articles of Incorporation, or Bylaws and to maintain an accurate set of Articles of Incorporation and Bylaws.

B. A **Finance Committee** shall be appointed by the Board of Trustees. It shall be the duty of this committee to work in connection with the Board of Trustees in the manner of the most profitable and safe investments and handling of the Association funds.

C. A **Sick, Visiting, Welfare and Floral Committee** shall be appointed by the Board of Trustees. It shall be the duty of this committee to call upon all sick and/or injured members and report upon their visits and to provide that all members, retired members, and widows and children of deceased members receive the consideration and assistance of the Association. This committee shall keep in contact with all persons within the above designated groupings, and make recommendations and reports to the Board, and carry out the action of the Board in connection therewith. Particularly, the committee, if requested to do so by the Board, shall be responsible to visit all widows of

deceased members, or retired members, periodically. Members of this Committee shall also take care and arrange for all tributes or offerings to be made in case of death, upon notification by the Association Secretary. In no case shall more than one tribute or offering be made at any one funeral. They shall also be empowered to assist, wherever possible in the arrangements for the burial of any member of the Association. Offerings shall be made as follows:

(1) Upon the death of an active member, the Floral Committee will provide a Floral Wreath from the Relief Association for the viewing and funeral.

(2) Upon the death of any retired member, members Spouse, Children, (includes foster children, guardians, or stepchildren), Mother, Father, (or person standing in loco parentis) Brothers, Sisters, Mother-in-Laws, Father-in-Laws, and spouses of retired members, a floral arrangement will be sent.

(3) A card will be sent upon the death of the rest of a member's family. This is to include Grandparents, Aunts, Uncles, etc.

(4) A Book of remembrance or a Living Plant will be sent for all out-of-town and forgotten funerals.

D. A **Recreation Committee** shall be appointed by the Board of Trustees. It shall be the duty of this committee to provide entertainment for members, spouses and children at times and places, as directed by the Board of Trustees. Recreation opportunities shall also be provided for immediate family and grandchildren of all former members of the Salt Lake City Fire Department who have died in the line of duty.

E. A **Historical and Heritage Committee** shall be appointed by the Board of Trustees. It shall be the duty of this committee to maintain, preserve and display memorabilia of the fire service, acquired by the Association, and to be a liaison between the Honor Guard and the Relief Association Board. It shall also be the duty of this committee to be a liaison between the Board and the fire department administration for purposes of department awards and recognition.

F. A **Retired and Convention Committee** shall be appointed by the Board of Trustees. It shall be the duty of this committee to attend meetings of SLFRRRA as possible, and to arrange delegates for and attend the annual Utah Firefighters' Association convention. It shall also be the duty of this committee to provide funds to be used for retirement celebrations for Association members as directed by the Board of Trustees.

G. A **Historian's Committee** shall be appointed by the Board of Trustees. It shall be the duty of this committee to maintain and archive photographs, stories and information for the purpose of preserving Fire Department history and to assemble a yearbook periodically as determined by the Board.

ARTICLE X: CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Trustees 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 Association, and such authority may be general or confined to a specific instance.

Section 2. Loans. No loans or advances shall be contracted on behalf of the Corporation, no negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of the Association shall be mortgaged, pledged, hypothecated or transferred as security for the payment of any loan, advance, indebtedness or liability of the Association, unless and except, as authorized by the Board of Trustees. Any such authorization may be general or confined to specific instances.

Section 3. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Corporation in such financial institutions as the Board of Trustees may select, or as may be selected by any officer or agent authorized to do so by the Board of Trustees. When deposits are made into Association accounts, the Treasurer shall be notified as soon as possible, the deposit slip shall then be forwarded to him/her in a timely manner.

Section 4. Checks and Drafts. All notes, drafts, acceptances, checks, endorsements and evidence of indebtedness of the Association shall be signed by such officer, or officers or such agent or agents of the Association, and in such manner as the Board of Trustees, from time to time, may determine. Endorsements for deposit to the credit of the Association in any of its duly authorized depositories shall be made in such manner as the Board of Trustees may from time to time determine.

ARTICLE XI: INDEMNIFICATION

Section 1. Indemnification. No officer or Trustee shall be personally liable for any obligations of the Association, or for any duties or obligations arising out of any acts or conduct of said officer, or Trustee, performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person, and his heirs and administrators who shall serve at any time hereafter as a Trustee or officer of the Association from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of his having heretofore or hereafter been a Trustee or officer of the Association, or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Trustee or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him, in connection with any such claim or liability, including power to defend such person from all suits or claims as provided for under the provisions of the Utah Business Corporation Act; provided, however, that no such person shall be

indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his own negligence or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which he may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically herein provided for. The Association, its Trustees, officers, employees and agents shall be fully protected in taking any action or making any payment, or in refusing to do so in reliance upon the advice of counsel.

Section 2. Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested Trustees, or otherwise, both as to action in his official capacity and as to the action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Trustee, officer or employee, and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 3. Insurance. The Association may purchase and maintain insurance on behalf of any person who is, or was, a Trustee, officer, or employee of the Association, or is or was serving at the request of the Association as a Trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/ her and incurred by him/her in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against liability under the provisions of this section.

Section 4. Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association by its Board of Trustees, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement, and the costs and expenses incurred in connection therewith.

ARTICLE XII: WAIVER OF NOTICE

Whenever any notice is required to be given to any member or Trustee of the Association under the provisions of these Bylaws, or under the provisions of the Articles of Incorporation, or under the provisions of the Utah Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice of such meetings, except where attendance is for the express purpose of objecting to the legality of that meeting.

ARTICLE XIII: AMENDMENTS

These Bylaws may be altered, amended, repealed, or new Bylaws adopted by the Board of Trustees of the Corporation at any regular or special Board of Trustee's meeting by a majority vote, and any Bylaw adopted by the Board may be repealed or changed by a two-thirds majority vote of the members. All amendments to the Bylaws must be submitted in writing to all Trustees not less than fourteen (14) days prior to the date of the meeting at which the amendment is voted upon.

ARTICLE XIV: FISCAL YEAR

The fiscal year of the Corporation shall be fixed and may be varied by resolution of the Board of Trustees.

ARTICLE XV: REPORT OF SICKNESS OR ACCIDENT

In case of sickness or accident of any active member of the Association, such disabled members shall promptly notify the Secretary, either directly or indirectly, concerning such disability.

ARTICLE XVI: RULES

Unless otherwise provided by its constitution or Bylaws, all meetings of this Association and its Board of Trustees shall be governed according to Robert's Rules of Order.

ARTICLE XVII: ORDER OF BUSINESS

The order of business of the membership meetings of this Association shall be as follows:

1. Roll Call of Officers.
2. Reading of the Minutes.
3. Report of the Secretary.
4. Report of the Treasurer.
5. Presentation of Claims and Bills.
6. Reports of Standing Committees.
7. Reports of Other Committees.

8. Reading of Communications.
9. Unfinished Business.
10. Discussion.
11. Adjournment.

ARTICLE XVIII: FALLEN FIREFIGHTER MEMORIAL

Section 1. Eligibility. In as much as Salt Lake City Firefighters' Relief Association has erected a memorial to honor those members of the Salt Lake City Fire Department that have lost their lives in the line of duty to the people of Salt Lake City, the following will be used as the Criteria to determine if a member qualifies to be included on the Fallen Firefighter Memorial:

Those sworn members of the Salt Lake City Fire Department, who are *On-Duty* at the time of their death. On duty shall refer to those persons who are working their normal duty shift, working for someone else at the fire department, or who are working a constant manning shift. Members who are working at the scene of a fire alarm, medical emergency, going to an alarm or returning from an alarm, working on a callback or a general alarm. Other activities that shall be included will be those members participating in or traveling to department training exercises, training seminars, public education, inspections, station or equipment maintenance duties, investigations, giving court testimony, or other instances where they are representing the Salt Lake City Fire Department.

This shall also include any fatalities that result from an injury that is sustained on duty, any illness that was incurred as a result of actions taken while on duty, resulting in death even though the death may be considerably delayed.

This shall also include those firefighters who are murdered while on duty or die later from injuries that are a result of a violent act by someone else that occurred while they were representing the Salt Lake City Fire Department.

Section 2. Line of Duty Death Remembrances. Floral markers and/or other remembrances shall be placed in honor of Firefighters who have suffered line of duty deaths as directed by the Board of Trustees.

CERTIFICATE OF SECRETARY

I, the undersigned do hereby certify:

1. That I am the duly elected and acting secretary of the Salt Lake City Firefighters' Relief Association, Inc. a Utah non-profit corporation; and
2. That these Bylaws, comprising eighteen (18) pages, constitute the Amended Bylaws of said corporation as duly ratified at a meeting of the Board of Directors thereof duly held on this 20th day of December 2022.

A handwritten signature in cursive script, appearing to read "H. A.", written over a horizontal line.

SECRETARY

APPROVED as set forth above this 20th day of December 2022

A handwritten signature in cursive script, appearing to read "Daren Mortenson", written over a horizontal line.

Daren Mortenson

PRESIDENT

