



## **BYLAWS**

*OF*

**STRUCTURAL ENGINEERS ASSOCIATION OF UTAH, INC.**

A UTAH NONPROFIT CORPORATION

*Last Revised: July 30, 2014*

**TABLE OF CONTENTS**

ARTICLE I NAME, PURPOSE AND OFFICE ..... 1

    Section 1.1. Name ..... 1

    Section 1.2. Statement of Purpose ..... 1

    Section 1.3. Registered Office ..... 1

ARTICLE II MEMBERS ..... 2

    Section 2.1. Membership Grades ..... 2

    Section 2.2. Voting Membership ..... 3

    Section 2.3. General Qualifications for All Members ..... 3

    Section 2.4. Admittance of Members and Assignment to Grade..... 3

    Section 2.5. Annual Dues..... 3

    Section 2.6. Membership Application ..... 4

    Section 2.7. Change in Grade ..... 4

    Section 2.8. Resignation ..... 4

    Section 2.9. Expulsions..... 4

    Section 2.10. Transfer Prohibited ..... 5

    Section 2.11. Annual Nominations ..... 5

    Section 2.12. Elections..... 5

    Section 2.13. Assessments ..... 6

    Section 2.14. No Benefit to Individuals..... 6

ARTICLE III BOARD OF DIRECTORS ..... 6

    Section 3.1. General Powers ..... 6

    Section 3.2. Board Members..... 7

    Section 3.3. Nominating Committee..... 7

    Section 3.4. Election of Directors ..... 8

    Section 3.5. Resignation ..... 8

    Section 3.6. Removal ..... 8

    Section 3.7. Vacancies ..... 8

    Section 3.8. Regular Meetings ..... 9

    Section 3.9. Special Meetings..... 9

    Section 3.10. Notice..... 9

    Section 3.11. Quorum and Voting ..... 9

    Section 3.12. Compensation ..... 9

    Section 3.13. Meetings by Telecommunication..... 9

    Section 3.14. Action Without a Meeting ..... 10

    Section 3.15. Presumption of Assent ..... 10

    Section 3.16. Chairman of the Board..... 10

    Section 3.17. Standards of Conduct..... 10

ARTICLE IV OFFICERS ..... 10

    Section 4.1. Number and Qualifications ..... 10

    Section 4.2. Power/Duties ..... 11

    Section 4.3. Appointment and Term of Office ..... 11

Section 4.4.	Compensation .....	11
Section 4.5.	Authority and Duties of Officers .....	11
ARTICLE V	EXECUTION OF INSTRUMENTS .....	12
Section 5.1.	Checks, Drafts, etc. ....	12
Section 5.2.	Deposits.....	12
Section 5.3.	Contracts.....	12
Section 5.4.	Conflicts of Interest.....	12
ARTICLE VI	INDEMNIFICATION .....	12
Section 6.1.	Indemnification.....	12
Section 6.2.	Advances of Costs and Expenses. ....	13
Section 6.3.	Insurance .....	13
Section 6.4.	Right to Impose Conditions to Indemnification.....	13
Section 6.5.	Limitation on Indemnification .....	14
ARTICLE VII	LIMITATION ON LIABILITY .....	14
ARTICLE VIII	LIMITATIONS .....	14
Section 8.1.	Prohibition Against Sharing in Corporate Earnings .....	14
Section 8.2.	Investments .....	14
Section 8.3.	Exempt Activities.....	15
ARTICLE IX	MISCELLANEOUS .....	15
Section 9.1.	Account Books, Minutes, Etc. ....	15
Section 9.2.	Fiscal Year .....	15
Section 9.3.	Designated Contributions.....	15
Section 9.4.	Loans to Directors and Officers Prohibited .....	15
Section 9.5.	References to Internal Revenue Code.....	15
Section 9.6.	Amendment.....	15
Section 9.7.	Severability .....	15
BYLAWS CERTIFICATE.....		16

**BYLAWS**  
**OF**  
**STRUCTURAL ENGINEERS ASSOCIATION OF UTAH, INC.**

**ARTICLE I**

**NAME, PURPOSE AND OFFICE**

**Section 1.1. Name.** This nonprofit corporation shall be known as Structural Engineers Association of Utah, Inc. (“SEAU”).

**Section 1.2. Statement of Purpose.** SEAU is established for the following purposes:

- (a) To encourage improvement and promote excellence in the practice of structural engineering among its membership and the engineering community at large.
- (b) To advance and promote the art and science of structural engineering.
- (c) To educate the public about the practice of structural engineering.
- (d) To encourage its members to maintain strict ethical standards in their professional practice.
- (e) To provide a forum for members to exchange ideas, experience, and knowledge.
- (f) To develop standards and guidelines, and to disseminate information among structural engineers for the benefit of the profession and the public.
- (g) To provide a social forum where members can meet one another and share ideas and experiences.
- (h) To cooperate with other professional organizations, and to represent its members on a national basis.
- (i) To aid and support the laws regarding the practice of structural engineering in the State of Utah.
- (j) To work with universities to encourage the advancement of engineering education.

**Section 1.3. Registered Office.** The name and street address of SEAU’s noncommercial registered agent appointed pursuant to the Utah Model Registered Agents Act, Title 16, Chapter 17 of the Utah Code Annotated, as amended, shall be as set forth in SEAU’s Articles of Incorporation or annual report. The registered agent is subject to change from time to

time by the Board of Directors, by the officers of SEAU, or as otherwise provided by the Utah Revised Nonprofit Corporation Act (the “Act”).

## ARTICLE II

### MEMBERSHIP

**Section 2.1. Membership Grades.** SEAU shall have multiple classes of members, each of which shall be classified as one of the following grades:

(a) *Professional SE Grade.* A Professional SE grade member shall reside in the State of Utah and be a Structural Engineer duly licensed by the State of Utah.

(b) *Professional Grade.* A Professional grade member shall reside in the State of Utah and be a Professional Engineer duly licensed by the State of Utah.

(c) *Associate Grade.* An Associate grade member shall be an individual who at the time of acceptance of his or her application to SEAU shall be regularly engaged for at least four (4) years in structural or related engineering. Graduation in engineering from an accredited college or university with a degree in civil, structural, or related engineering may be considered by the Board as the equivalent to the four (4) years of experience described in this section. An Associate grade member may also be an individual who is a Professional Engineer, but not residing and/or registered in Utah.

(d) *Affiliate Grade.* An Affiliate grade member shall, in the opinion of the Board, be qualified for membership by reason of position, to cooperate with the Association in the advancement of professional knowledge, practice, and welfare. An Affiliate grade member’s connection with the Association shall cease when the individual no longer holds a position qualifying for membership. The number of Affiliates shall be limited to not more than 25% of the total membership.

(e) *Student Grade.* A Student grade member shall be an individual who at the time of acceptance of his or her application to SEAU is a full-time or part-time undergraduate or full-time (12 hours) graduate student enrolled in an accredited civil, structural, or related engineering program at a college or university. An individual registered as a Professional Engineer is not eligible to be a Student grade member.

(f) *Life Grade.* A Life grade membership may be awarded, at the discretion of the Board, to any Professional SE, Professional, or Affiliate grade member who meets all the qualifications given below:

1. Shall be a current member of SEAU, and
2. Shall be retired from actively practicing engineering, and
3. Shall be at least 65 years of age, and
4. In the opinion of the Board is entitled to Life membership because of special circumstances.

A Life member shall have the same privileges associated with the membership grade held at the time of becoming a Life member.

(g) *Honorary Grade.* An Honorary membership may be awarded by the Board to any person who has achieved eminence in some branch of engineering, or the science related thereto.

**Section 2.2. Voting Membership.** Only Professional SE and Professional grade members in good standing may vote or hold an office within SEAU. All other members shall not have any voting rights. Any references to voting members herein shall refer only to Professional SE and Professional grade members.

**Section 2.3. General Qualifications for All Members.** In addition to the foregoing, all members shall meet the following qualifications for membership:

- (a) Each member agrees to comply with the purpose and intent of the Articles of Incorporation and Bylaws of SEAU and any and all other rules and regulations of SEAU as may be in effect from time to time; and
- (b) Each member pays (or shall have paid on their behalf) such membership dues as set forth in these Bylaws or as otherwise may be specified by the Board of Directors from time to time.

**Section 2.4. Admittance of Members and Assignment to Grade.** The Board of Directors shall have the authority to admit and assign prospective members to the appropriate grade and may establish procedures to facilitate such admission and assignment.

**Section 2.5. Annual Dues.** Annual dues shall be paid between June 1<sup>st</sup> and August 31<sup>st</sup>. A \$20.00 late fee shall be paid for any membership renewals submitted after August 31<sup>st</sup>. The annual dues for the various grades of memberships shall be as follows until changed by the Board of Directors (which change shall not require an amendment to these Bylaws):

- (a) Professional SE Grade: \$100.00
- (b) Professional Grade: \$100.00
- (c) Associate Grade: \$75.00
- (d) Affiliate Grade: \$100.00
- (e) Student Grade: \$20.00
- (f) Life Grade: None
- (g) Honorary Grade: None

The Board of Directors may increase or decrease annual dues by not more than 10% in any one year. If the Board of Directors propose an increase or decrease in dues in excess of 10%, such proposal must be approved by affirmative vote of not less than two-thirds (2/3) of the voting members at a meeting at which a quorum is present.

**Section 2.6. Membership Applications.** The Membership Committee shall review and have authority to approve all membership applications. The annual dues as in effect from time to time shall be paid upon notification of application approval. Members joining SEAU shall pay dues for the remainder of the current fiscal year based on the date of application according to the following:

- (a) Applications received between June 1 and January 31: **100% of dues.**
- (b) Applications received between February 1 and March 31: **50% of dues.**
- (c) Dues paid in April or May will be applied toward the fiscal year beginning June 1.

**Section 2.7. Change in Grade.** Members must change grade when they become eligible for a higher grade. A member shall notify SEAU when such member becomes eligible for a higher grade. Any higher fees shall be applicable at the beginning of the following fiscal year. A member who is eligible for a change in grade, but does not notify the Association, shall be considered “not in good standing” with SEAU and shall forfeit any voting or other rights such member may have with SEAU.

An individual who is a Student grade member shall automatically forfeit his or her membership in SEAU at the end of the fiscal year in which such individual no longer meets the criteria of a Student grade member, unless such individual transfers to another grade of membership.

**Section 2.8. Resignation.** A member in good standing may apply for resignation by written communication to the Board of Directors. Upon acceptance by the Board of Directors, the member’s resignation will become effective the first day of the following fiscal year. This individual’s membership may be reinstated, pending acceptance of such individual’s application for membership by the Board of Directors.

**Section 2.9. Expulsion.** A member, or members, of any grade may present charges for disciplinary action against any other member or members of any grade, upon the grounds of unprofessional conduct or conduct detrimental to SEAU, or in violation of its Code of Ethics or these Bylaws. Such charges shall be submitted in writing addressed to the President. The document shall specifically state the conduct in question, and be signed by the member, or members, presenting the charges. Such charges shall be treated as confidential by all concerned and shall not to be discussed or disseminated, except as provided by this section and as necessary to accomplish the purposes of this section. The Board of Directors shall consider the charges within 30 days. If disciplinary action appears to be warranted, the Secretary/Historian shall advise the member or members in writing of the charges, the name(s) of the member(s) preferring the charges, the time and place of the hearing of such charges (which hearing shall be conducted by the Board of Directors), and of the member’s right to present at such time a defense, either in person or in writing.

After considering the evidence presented at such hearing, the Board of Directors may, by at least two-thirds vote of the full Board of Directors, order such disciplinary action as it deems appropriate in its sole discretion, including, but not restricted to, censure, suspension of

membership, or expulsion. The suspension period shall not exceed one year and during the period of any suspension, the member(s)' obligation to pay dues shall continue. The Board of Directors may, at its discretion, notify the membership of the disciplinary action taken.

Each member of SEAU waives any claim for libel or slander which the member may have against any member or the Board of Directors, or of any officer, agent, or employee of SEAU by reason of any charges made or published, or any other action taken pursuant to this section.

**Section 2.10. Transfer Prohibited.** Membership in SEAU is not transferable or assignable.

**Section 2.11. Annual Nominations.** Candidates for the Board of Directors shall be nominated in accordance with the following procedure:

(a) A Nominating Committee shall be formed consisting of five (5) voting grade members. Four (4) committee members shall be elected as noted in item (b), and the Presidential-Elect Director shall be chairperson of the committee. Members of the Nominating Committee for the previous year are ineligible for the current Nominating Committee. Only one incumbent Director may be elected a member of the Nominating Committee. This Director may serve even if on the Nominating Committee for the previous year.

(b) Only voting grade members shall be nominated to the Nominating Committee. Prior to January 31, the Board of Directors shall select eight (8) nominees for the Nominating Committee. In addition to the nominees selected by the Board of Directors, members of any grade may also submit, to the chairperson, nominees for the Nominating Committee. These names must also be submitted prior to January 31.

(c) At the direction of the Board of Directors, the election of the nominating committee may be by electronic or paper ballot conducted prior to February 28, or it may be by paper ballot conducted at the February membership meeting. If it is to be conducted at the February meeting, then members must be notified prior to the February meeting of the intent to elect a Nominating Committee at the meeting.

(d) Voting grade members shall vote for four (4) from at least eight (8) nominees. The four (4) receiving the highest votes shall be declared elected to the Nominating Committee. Service on this Committee shall not affect a voting grade member's eligibility for office.

(e) Before March 25, the Nominating Committee shall report its nominations for office - one name for Presidential-Elect Director and one name for each of the two (2) Director positions to be elected. This report shall be sent by mail, or electronically, to the voting-grade members before April 12.

(f) Up to the April general membership meeting, additional nominations may be made by petition to the chairperson of at least 5% of the voting grade members.

**Section 2.12. Elections.** Before May 1, all voting grade members shall be sent a paper or electronic ballot listing the nominees for the various offices. The ballot shall be returned to



SEAU by May 15. The ballots shall then be counted and those nominees receiving the highest votes shall be declared elected and a notice should be sent out to all SEAU members. In case of a tie, the Presidential-Elect Director shall cast an additional and deciding vote. Directors shall be ineligible to succeed themselves. Votes shall be counted by the following procedure:

(a) **Paper Voting:** All voting grade members shall be mailed a ballot listing the nominees for the various offices along with a small plain envelope and a larger outer envelope stamped "Ballot". The marked ballot shall be sealed in the plain envelope and enclosed in the outer pre-addressed envelope. The voter shall sign and print his/her name on the outer envelope.

(b) **Electronic Voting:** Shall be done in a manner that will ensure that all voting grade members are given the opportunity to vote. It must also be done in a manner to ensure that only voting grade members are allowed to vote. As means become available, the electronic voting should allow for a secret ballot as well.

(c) Paper and electronic votes shall be counted and certified by a three member committee consisting of the President-Elect/Vice President, the Past President, and the Secretary. The chair of the committee shall be the President Elect/Vice President. If any of these three people are not available at the time of the vote counting, then the President shall appoint any voting grade member to assist in the counting of the votes.

(d) After the vote counting the chair of the committee shall write a letter to the President stating the vote count for each item on the ballot, and certifying that all votes cast were counted. The letter shall be entered into the SEAU history.

**Section 2.13. Assessments.** Additional funds required to carry on the activities of SEAU may be raised through assessments, which shall not exceed the annual dues for any one fiscal year if recommended by the Board of Directors and approved by a two-thirds (2/3) majority vote of the voting members at a meeting (or otherwise) at which a quorum is present.

**Section 2.14. No Benefit to Individuals.** No part of the net earnings, if any, of SEAU shall benefit any member or other individual, and no gain, profit, or dividends shall ever be distributed to any members of SEAU or to the benefit of any private persons. Notwithstanding the foregoing, however, SEAU may form a fund, foundation, or corporation organized and operated for charitable, scientific, or educational purposes and may also hire an Executive Director position as provided for in Article VI of these Bylaws.

### ARTICLE III

#### BOARD OF DIRECTORS

**Section 3.1. General Powers.** The business and affairs of SEAU shall be managed by its Board of Directors, except as otherwise provided in the Act, the Articles of Incorporation or these Bylaws.

**Section 3.2. Board Members.** The number of directors of the Board of Directors shall be seven (7), each of whom must be a voting member and shall serve as follows:

(a) *Presidential-Elect Director.* One director shall serve for a term of one (1) year and shall, in addition to his or her capacity as a director, serve for a concurrent term of one (1) year in the office of President-Elect/Vice-President, as set forth more particularly below.

(b) *Presidential Director.* Upon expiration of the Presidential-Elect Director's term, the Presidential-Elect Director shall automatically become the Presidential Director serving for a term of one (1) year and shall, in addition to his or her capacity as a director, serve for a concurrent term of (1) year in the office of President, as set forth more particularly below.

(c) *Past Presidential Director.* Upon expiration of the Presidential Director's term, the Presidential Director shall automatically become the Past-Presidential Director serving for a term of one (1) year and shall, in addition to his or her capacity as a director, serve for a concurrent term of one (1) year in the office of Past-President, as set forth more particularly below.

(d) *Secretarial Director.* One director shall serve for a term of one (1) year and shall, in addition to his or her capacity as a director, serve for a concurrent term of one (1) year in the office of Secretary/Historian.

(e) *Treasury Director.* Upon expiration of the Secretarial Director's term, the Secretarial Director shall automatically become the Treasury Director serving for a term of one (1) year and shall, in addition to his or her capacity as a director, serve for a concurrent term of one (1) year in the office of Treasurer.

(f) *At Large Directors.* Two (2) directors shall serve as directors for a term of two (2) years.

**Section 3.3. Nominating Committee.** Candidates for the Board of Directors must be nominated by the Nomination Committee which shall be established each year in accordance with the following procedure:

(a) A Nominating Committee shall be formed consisting of five (5) voting members. Four (4) committee members shall be elected as noted in Section 3.3(b) below, and the Presidential-Elect Director shall be the fifth (5<sup>th</sup>) member and chairperson of the committee. Members of the Nominating Committee for the previous year are ineligible for the current Nominating Committee. Only one incumbent Director may be elected a member of the Nominating Committee. This Director may serve even if on the Nominating Committee for the previous year.

(b) Only voting members shall be nominated to the Nominating Committee. Prior to January 31 of each year, the Board of Directors shall select eight (8) nominees for the Nominating Committee. In addition to the nominees selected by the Board of Directors, members of any grade may also submit to the Presidential-Elect Director nominees for the Nominating Committee. These names must also be submitted prior to January 31.

(c) In February of each year, the voting members shall vote for four (4) members of the Nominating Committee from the slate of candidates selected pursuant to the procedures set forth above. The four candidates (4) receiving the highest number of votes shall be elected to the Nominating Committee. Service on this Committee shall not affect a voting member's eligibility for office.

(d) Before March 25 of each year, the Nominating Committee shall report its nominations for the director positions to be open that year (the "Open Director Positions"), as follows: one (1) or more names for Presidential-Elect Director, one (1) or more names for the Secretarial Director and one (1) or more names for each of the At Large Director positions that will become vacant, as applicable. Notification of the names of the candidates shall be sent by mail or electronically to the voting- members and Board of Directors before April 12 of each year. Additional nominations for individuals to serve in the Open Director Positions may be made by petition to the Presidential-Elect Director of at least 5% of the voting members before April 12 of each year.

The Board of Directors, in its sole discretion, may adjust and modify the time frames and dates set forth in this Section 3.3 without amending the Bylaws or without any voting member approval.

**Section 3.4. Election of Directors.** Voting on the nominations for the open director positions as set forth above shall be by the voting members pursuant to Article II. In case of a tie, the Presidential-Elect Director shall cast an additional and deciding vote. Despite the expiration of a director's term, the director shall continue to serve until the election and qualification of a successor or until there is a decrease in the number of directors, or until such director's earlier death, resignation or removal from office.

**Section 3.5. Resignation.** A director may resign at any time by giving written notice of resignation to the Board of Directors. Such resignation shall take effect at the time specified in the notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. To the extent the resigning director is also an officer of SEAU, the resigning director shall be deemed to also resign as an officer.

**Section 3.6. Removal.** A director may be removed by a majority vote of the voting members. To the extent a removed director is also an officer of SEAU, the removed director shall be deemed to also have been removed as an officer.

**Section 3.7. Vacancies.** Vacancies in the Board of Directors shall be filled as follows:

(a) Vacancy of a Board member in such member's first year of service: The Board of Directors shall appoint a voting member to fill the remaining term.

(b) Vacancy of a Board member in such member's second year of service: The Board member designated to fill the vacated position shall be appointed by the Board of Directors to fill the vacated position (i.e.: Presidential-Elect Director replaces the vacated Presidential Director position, the Secretarial Director replaces the vacated Treasury Director position). The then vacated first-year position shall be filled per the above paragraph.

(c) **Vacancy of a Past Presidential Director:** The most recently available Past Presidential Director shall be appointed by the Board of Directors to fill the remaining term of such position.

**Section 3.8. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly at such time and place as may be determined by the Board of Directors, for the purpose of transaction of such business as may come before the meeting.

**Section 3.9. Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The individual or individuals authorized to call special meetings of the Board of Directors may fix any place as the place, either within or outside Utah, for holding any special meeting of the Board of Directors called by them.

**Section 3.10. Notice.** Notice of each meeting of the Board of Directors stating the place, day and hour of the meeting shall be given to each director at the director's business address at least five days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least two business days prior thereto by personal delivery of written notice or by telephonic, electronic or facsimile notice (and the method of notice need not be the same as to each director). If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage thereon prepaid. If transmitted electronically or by facsimile, such notice shall be deemed to be given when the transmission is completed. Any director may waive notice of any meeting before, at or after such meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, unless the director, at the beginning of the meeting or promptly upon later arrival, objects to holding the meeting because of lack or notice or defective notice, and after objecting, the director does not vote for or assent to action taken at the meeting with respect to the purpose. If special notice was required for a particular purpose, the director must object to the purpose for which the special notice was required, and after objecting, refrain from voting for or assenting to the action taken at the meeting with respect to the purpose, or the director's attendance will constitute a waiver of notice.

**Section 3.11. Quorum and Voting.** Five directors shall constitute a quorum of the Board of Directors for the transaction of business at any meeting, and the vote of a majority of the directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors. No director may vote or act by proxy at any meeting of the Board of Directors.

**Section 3.12. Compensation.** No member of the Board of Directors shall receive compensation for their services, although reasonable expense reimbursements for attendance at meetings may be paid if approved by the Board.

**Section 3.13. Meetings by Telecommunication.** Members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or committee by any means of communications so long as all individuals participating in the meeting can hear one another. Such participation shall constitute presence in person at the meeting.

**Section 3.14. Action Without a Meeting.** Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if each and every member of the Board of Directors in writing either (a) votes for the action or (b) votes against the action or abstains from voting and waives the right to demand that action not be taken without a meeting. Action is taken under this section only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the directors then in office were present and voted. An action taken pursuant to this section will not be effective unless the Corporation receives writings describing the action taken, satisfying the above requirements, signed by all of the directors, and not revoked by any director.

**Section 3.15. Presumption of Assent.** A director of SEAU who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director, at the beginning of the meeting, objects to holding the meeting or transacting business at the meeting, and after objecting, does not vote for or assent to any action taken at the meeting. The director must also, at the same time, request that his or her dissent shall be entered in the minutes of the meeting, or file his or her written dissent to such action with the presiding officer of the meeting before the adjournment thereof or with SEAU promptly after adjournment of the meeting. The director shall forward such dissent by registered mail to the Secretary of SEAU immediately after the adjournment to the meeting. No director may dissent regarding an action for which the director voted in favor.

**Section 3.16. Chairman of the Board.** The Presidential Director shall serve as the chairman of the Board of Directors and shall (i) preside at all meetings of the Board of Directors; (ii) see that all orders and resolutions of the Board of Directors are carried into effect; (iii) be an ex-officio member of all committees; and (iv) perform all other duties incident to the office of chairman of the Board of Directors and as from time to time may be assigned to the chairman by the Board of Directors.

**Section 3.17. Standards of Conduct.** A director shall discharge his or her duties as a director (and as an officer):

- (a) In good faith;
- (b) With the care an ordinarily prudent individual in a like position would exercise under similar circumstances; and
- (c) In a manner the director (or officer) reasonably believes to be in the best interest of SEAU.

## ARTICLE IV

### OFFICERS

#### OFFICERS AND AGENTS

**Section 4.1. Number and Qualifications.** The officers of the Corporation shall be a Past-President, President, President-Elect, Secretary/History and Treasurer. The members or

Board of Directors may also elect or appoint such other officers, assistant officers and agents, including an Executive Director, one or more vice-presidents, assistant secretaries, treasurer and assistant treasurers, as it may consider necessary. One individual may not hold more than one office at a time.

**Section 4.2. Power/Duties.** The members or Board of Directors may delegate to any officer of the Corporation or any committee of the Board of Directors the power to appoint, remove and prescribe the duties of other officers, assistant officers, agents and employees.

**Section 4.3. Appointment and Term of Office.** The officers of the Corporation shall be appointed as set forth in Section 3.2. Each officer shall hold office until the officer's successor shall have been duly elected and shall have qualified, or until the officer's earlier death, resignation or removal.

**Section 4.4. Compensation.** Except in the case of an Executive Director as set forth below, no officer shall receive compensation for his or her services, although reasonable expense reimbursements for attendance at meetings may be paid if approved by the Board of Directors.

**Section 4.5. Authority and Duties of Officers.** The officers of the Corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the president, the members, the Board of Directors or these Bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

(a) *Past President:* The Past President shall provide continuity of knowledge and experience and perform such duties as may be assigned to him/her by the President.

(b) *President:* The President shall represent SEAU on all important matters, shall organize the operation of SEAU, and shall perform all duties normally performed by a chief executive officer or president of a corporation.

(c) *President-Elect/Vice President:* The President-Elect/Vice-President shall serve on behalf of the President in the event of his/her absence.

(d) *Treasurer:* The Treasurer shall oversee the financial accounts of SEAU. This includes the creation and monitoring of a yearly budget, the collection of payments, the disbursement of checks, and assisting with the annual audit.

(e) *Secretary/Historian:* The Secretary/Historian shall keep the minutes of the monthly Board meetings. He or she is also responsible for preparing an annual history including all Board agendas and minutes, newsletters, year-end budget and audit reports, committee reports, membership directory, corporate documents, tax documents, invoices, receipts, and other correspondence of importance.

(f) *Executive Director.* The Board of Directors may hire an Executive Director to assist in running and providing continuity to SEAU. The salary paid to the Executive Director shall be decided by the Board of Directors, but shall not require an increase in membership fees beyond what is allowed by Section 2.5, as amended. The Executive Director shall be invited to all Board of Director meetings but shall not have a vote.

## ARTICLE V

### EXECUTION OF INSTRUMENTS

**Section 5.1. Checks, Drafts, etc.** At least two signatures shall be provided on all checks, drafts and orders for payment of money, and notes or other evidences of indebtedness issued in the name of SEAU. Only signatures from the following individuals shall be allowed: President, President-Elect/Vice President, Treasurer, or Executive Director (if appointed).

**Section 5.2. Deposits.** All funds of SEAU shall be deposited from time to time to the credit of SEAU in such banks, trust companies or other depositories as the Board of Directors may select.

**Section 5.3. Contracts.** The Board of Directors may authorize any officer, director, or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of SEAU, and such authority may be general or confined to specific instances.

**Section 5.4. Conflicts of Interest.** The directors and officers of SEAU shall have no undisclosed economic interest in the process of securing contracts. No bid or contract may be awarded to (i) a director or officer of this Corporation, (ii) any entity which such individual owns, directly or indirectly or through relatives, more than thirty-five percent (35%) of the voting interest thereof, (iii) any entity of which such individual is a director or officer, or has a financial interest, or (iv) a relative of such individual, meaning his or her spouse, ancestor, brother, sister, children, grandchildren or the spouses of brothers, sisters, children or grandchildren, unless such relationship has been disclosed to the Board of Directors and the Board of Directors or committee thereof in good faith authorizes the award by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum.

## ARTICLE VI

### INDEMNIFICATION

**Section 6.1. Indemnification.**

(a) To the fullest extent allowed by the Articles of Incorporation and relevant law, SEAU shall indemnify any director or officer of SEAU, successful on the merits in any proceeding or matter in any proceeding to which the director or officer was a party by reason of having served as a director or officer, against reasonable expenses incurred in the proceeding or matter therein, including reasonable attorney fees.

(b) SEAU may indemnify an individual made a party to a proceeding because the individual is or was a director, officer, employee, fiduciary or agent of SEAU or of any other corporation at the request of SEAU, or by reason of any action alleged to have been taken, omitted or neglected as such director, officer, employee, fiduciary or agent against reasonable expenses incurred in connection with the proceeding, if:

1. the individual's conduct was in good faith;

2. the individual reasonably believed that the individual's conduct was in SEAU's best interests; and

3. in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful.

(c) SEAU shall not indemnify a director, or officer, employee, fiduciary, or agent in connection with a proceeding in which such individual was adjudged liable to SEAU, or in connection with any other proceeding charging that the individual derived an improper personal benefit, whether or not involving action in the individual's official capacity, in which proceeding the individual was adjudged liable on the basis that the individual derived an improper personal benefit.

**Section 6.2. Advances of Costs and Expenses.** SEAU may pay for reasonable expenses incurred by a director, officer, employee or agent (in defending a civil or criminal action, suit or proceeding) who is a party to a proceeding in advance of final disposition of the proceeding if:

(a) the individual furnishes SEAU a written affirmation of the individual's good faith belief that the individual has met the applicable standard of conduct described above in Section 6.1.

(b) the individual furnishes SEAU a written undertaking, executed personally or on the individual's behalf, to repay the advance, if it is ultimately determined that the individual did not meet the standard of conduct; and

(c) a determination is made that the facts then known to those making the determination would not preclude indemnification.

**Section 6.3. Insurance.** By action of the Board of Directors, notwithstanding any interest of the directors in such action, SEAU may, subject to Section 6.5, purchase and maintain insurance, in such amounts as the Board of Directors may deem appropriate, on behalf of any individual indemnified hereunder against any liability asserted against such individual and incurred by such individual in such individual's capacity of or arising out of such individual's status as an agent of SEAU, whether or not SEAU would have the power to indemnify such individual against such liability under applicable provisions of law. SEAU may also purchase and maintain insurance, in such amounts as the Board of Directors may deem appropriate, to insure SEAU against any liability, including without limitation, any liability for the indemnifications provided in this Article.

**Section 6.4. Right to Impose Conditions to Indemnification.** SEAU shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as the Board of Directors may deem appropriate in each specific case, including but not limited to any one or more of the following: (a) that any counsel representing the individual to be indemnified in connection with the defense or settlement of any action shall be counsel that is mutually agreeable to the individual to be indemnified and to SEAU; (b) that SEAU shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the individual to be indemnified; and (c) that SEAU shall be subrogated, to the extent of any payments made by way



of indemnification, to all of the indemnified individual's right of recovery, and that the individual to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to SEAU.

**Section 6.5. Limitation on Indemnification.** Notwithstanding any other provision of these Bylaws, SEAU shall neither indemnify any individual nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with qualification of SEAU as an organization described in Section 501(c)(6) of the Internal Revenue Code ("IRC").

## ARTICLE VII

### LIMITATION ON LIABILITY

No director or officer of SEAU shall be personally liable to SEAU for civil claims arising from acts or omissions made in the performance of such individual's duties as a director or officer, unless the acts or omissions are the result of such individual's intentional misconduct.

## ARTICLE VIII

### LIMITATIONS

**Section 8.1. Prohibition Against Sharing in Corporate Earnings.** No director, officer or employee of or individual connected with SEAU, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of SEAU, provided that this shall not prevent the payment to any such individual of such reasonable compensation for services rendered to or for SEAU in effecting any of its purposes as shall be fixed by the Board of Directors; and no such individual or individuals shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of SEAU. All directors of SEAU shall be deemed to have expressly consented and agreed that upon such dissolution or winding up of the affairs of SEAU, whether voluntary or involuntary, the assets of SEAU, after all debts have been satisfied, then remaining in the hands of the Board of Directors shall be distributed, transferred, conveyed, delivered, and paid over, in such amounts as the Board of Directors may determine or as may be determined by a court of competent jurisdiction upon application of the Board of Directors, consistent with SEAU's Articles of Incorporation.

**Section 8.2. Investments.** SEAU shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a nonprofit corporation is or may hereafter be permitted by law to make, or any similar restriction, provided, however, that no action shall be taken by or on behalf of SEAU if such action is a prohibited transaction or would result in the denial of the tax exemption under IRC §§ 502 or 503 or any other Section of the IRC.

**Section 8.3. Exempt Activities.** Notwithstanding any other provision of these Bylaws, no director, officer, employee, or representative of this Association shall take any action or carry on any activity by or on behalf of SEAU not permitted to be taken or carried on by an organization exempt under IRC § 501(c)(6).

## ARTICLE IX

### MISCELLANEOUS

**Section 9.1. Account Books, Minutes, Etc.** SEAU shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Board of Directors and Committees. All books and records of SEAU may be inspected by any officer, director, or member in good standing for any proper purpose at any reasonable time.

**Section 9.2. Fiscal Year.** The fiscal year for SEAU shall be from the first day of June to the last day of May of the following calendar year.

**Section 9.3. Designated Contributions.** SEAU may accept any designated contribution, grant, bequest or devise consistent with its general tax-exempt purposes, as set forth in the Articles of Incorporation. As so limited, donor-designated contributions will be accepted for special funds, purposes or uses, and such designations generally will be honored. However, SEAU shall reserve all right, title and interest in and to and control of such contributions, as well as full discretion as to the ultimate expenditure or distribution thereof in connection with any special fund, purpose or use. Further, SEAU shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used to carry out SEAU's tax-exempt purposes.

**Section 9.4. Loans to Directors and Officers Prohibited.** No loans shall be made by SEAU to any of its directors or officers.

**Section 9.5. References to Internal Revenue Code.** All references in these Bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and shall include the corresponding provisions of any subsequent federal tax laws and the regulations promulgated thereunder, as they now exist or as they may hereafter be amended.

**Section 9.6. Amendment.** Amendments to the Bylaws may be initiated by the Board of Directors, or a petition of at least 10% of the voting members. The Amendment shall be adopted only upon affirmative vote of not less than two-thirds of the voting members as submitted by letter or electronic ballot in which balloting a majority of the voting grade members vote thereon.

**Section 9.7. Severability.** The invalidity of any provision of these Bylaws shall not affect the other provisions hereof, and in such event these Bylaws shall be construed in all respects as if such invalid provision were omitted.

**STRUCTURAL ENGINEERS ASSOCIATION OF UTAH, INC.**

**BYLAWS CERTIFICATE**

The undersigned certifies that he or she is the Secretary/Historian of Structural Engineers Association of Utah, Inc., a Utah nonprofit corporation, and that, as such, he or she is authorized to execute this certificate on behalf of said Corporation, and further certifies that attached hereto is a complete and correct copy of the presently effective Bylaws of said Corporation.

Dated effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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Secretary/Historian

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