****

AMENDED AND RESTATED BYLAWS

OF

NATIONAL ALLIANCE ON MENTAL ILLNESS-UTAH (NAMI Utah)

**PREAMBLE**

The mission of NAMI is to ensure the dignity and improve the lives of those who live with mental illness and their families through support, education and advocacy. Our message is “treatment works, recovery is possible, there is hope, and you are not alone”.

NAMI Utah will accomplish this by:

1. Coordinating and facilitating activities of NAMI Utah Affiliates in Utah and serving as a state organization of NAMI.
2. Serving as a center for the collection and dissemination of valid, up-to-date information on mental illness in Utah.
3. Monitoring for adequacy and accountability of the budgets and activities of mental health care facilities, staff, and programming in Utah.
4. Promoting new legislation affecting mental illness and advocating the revision of existing legislation at the State level.
5. Fostering public education on mental illness in Utah.
6. Advocating for quality institutional and non-institutional care and individualized treatment of persons with a mental illness in an environment that affirms and supports recovery in Utah.
7. Promoting community support programs, including appropriate living arrangements linked with supportive social, vocational rehabilitation, and employment programs.
8. Promoting research on mental illness, including prevention, alternate modalities of treatment, rehabilitation, and care.
9. Advocating increased private and governmental funding of mental health facilities and services, care and treatment, and residential and research programs.
10. Acting as a Liaison with National and State mental illness organizations.
11. Delineating and advocating the enforcement of patient and family rights.
12. Encouraging and aiding in the formation of Affiliates throughout the State of Utah.
13. Soliciting and receiving funds in support of all of the above.

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# definitions and organizational matters

## **Definitions**

### **Member**: A “*Member*” is an individual or a family of individuals (who count as one for purposes of voting and paying dues) that accept the mission of NAMI Utah, consents to be a Member, and, unless waived, pays the annual dues to either NAMI, a Missouri non-profit corporation (“*NAMI*”), NAMI Utah or an Affiliate in the manner determined by the NAMI Utah Board of Directors (the “*Board*”).

### **Affiliate**: An “*Affiliate*” is a group of five or more Members which has been granted status as an Affiliate by NAMI.

## **Affiliate Organization**

### **Organization**: Members of an Affiliate may organize in the manner they deem necessary to meet the needs of such Affiliate. Affiliates may, but are not required to, incorporate under the laws of the State of Utah and take such other legal action as may be necessary or desirable to govern their affairs. If incorporated, the bylaws of an Affiliate shall be consistent with these Bylaws and in accordance with the rules and policies of NAMI.

### **Roles**: Affiliates may, among other things, be engaged in organizing and assisting local support groups, providing local information and referral services, conducting community education by conducting NAMI sanctioned programs to fidelity such as support groups, education courses and advocacy work, serving on local committees and boards, interacting with local mental health professionals, engaging with other community groups to promote the NAMI Utah mission, working with the local media on matters relating to mental illness, reporting on local issues and needs to NAMI Utah, engaging in fund-raising for the Affiliate, NAMI Utah, and NAMI in collaboration with NAMI Utah, and to engage in grass roots advocacy on local, state, and federal issues relating to mental illness.

### **Affiliate Membership**: Members may support and work within several Affiliates but shall be officially assigned to only one Affiliate.

### **Good Standing**:

#### An Affiliate is in “*Good Standing*” only if (a) at least five of its Members have paid their annual dues either to the Affiliate, NAMI Utah or NAMI, and the Affiliate has transferred any such dues in its possession to NAMI Utah during the twelve (12) months preceding the credentialing date and ninety (90) days prior to the annual meeting of NAMI. NAMI Utah shall transfer all dues to NAMI at least seventy (70) days prior to the annual meeting of NAMI, and (b) the Affiliate is operating in accordance with the policies, programming, standards and mission of NAMI Utah and NAMI.

#### A Member is in “*Good Standing*” if he, she or they have paid their annual dues to an Affiliate, NAMI Utah or NAMI within the last twelve months and are in compliance with the then-current Member code of conduct within the reasonable discretion of NAMI Utah.

### **Endorsement of Applications**: All applications to NAMI for Affiliate membership in NAMI shall be submitted to NAMI Utah for endorsement. Failure or refusal of NAMI Utah to endorse favorably a membership application of a proposed Affiliate within sixty (60) days of the date that NAMI Utah receives the application from NAMI may, at the election of the Applicant, be deemed a dispute to be resolved through the provisions of Article 9.

# Members

## **Annual Meetings**: The annual meeting of the Members of NAMI Utah shall be held on a date set by the Board. The Board shall present a report of the activities and the financial condition of the company for the preceding year at the annual meeting of the Members.

## **Special Meetings**: Special meetings may be called in the following ways:

### **Call by the Board**: Special meetings of the Members may be called by a majority of the Board.

### **Call by the Members**: Special meetings of the Members of NAMI Utah may be called by Members holding at least 10% of all votes entitled to be cast on any issue proposed to be considered at such meeting if such Members deliver to NAMI Utah one or more demands for such meeting stating the purpose for which the meeting will be held.

## **Notice**: Written or printed notice stating the place, date, hour, and matters to be voted on, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given as follows: (a) if notice is given by first-class or registered mail, it shall be given no fewer than ten (10) days before the meeting; (b) if notice is given by other than first-class or registered mail, including without limitation by e-mail, notice shall be given no fewer than thirty (30) days nor more than sixty (60) days before the meeting date; and (c) if notice is given by newspaper in accordance with the Revised Act, the first publication shall occur no more than sixty (60) days before the meeting date and the last of such publication shall occur no fewer than ten (10) days before the meeting date.

## **Fixing of Record Date**: For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members, or the Members entitled to take action without a meeting, or in order to make a determination of Members for any other proper purpose, the Board may fix in advance a date as the record date. Such record date shall not be more than seventy (70) days prior to the date on which the particular action requiring such determination of the Members is to be taken. If no record date is so fixed by the Board, the record date for the determination of such Members shall be determined in accordance with the Utah Revised Nonprofit Corporation Act (the “*Revised Act*”).

## **Meetings by Telecommunication**: Any or all of the Members may participate in an annual or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting can hear each other during the meeting. A Member participating in a meeting by a means permitted hereunder shall be considered present in person at the meeting.

## **Proxies**: At all meetings of Members, a Member may vote in person, or vote by a proxy that is executed by the Member or that is executed by the Member’s duly authorized attorney-in-fact, or by a written statement of the appointment transmitted by email, facsimile, or other electronic transmission along with written evidence from which it can be determined that the Member transmitted or authorized the transmission of the appointment. Such proxy shall be filed with the Secretary of the company or any other person authorized to tabulate votes before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

## **Voting Rights**:

### Except as expressly stated herein, each Member shall be entitled to one vote on each matter submitted to the Members of NAMI Utah, including, without limitation, the election of the Board, amendments to these Bylaws, and other matters submitted to the Members and relating to NAMI Utah.

### Members may propose resolutions in accordance with Section 2.9 and may nominate candidates to serve on the Board in accordance with Section 3.6.

### NAMI Utah shall take reasonable efforts to ensure that the interests of consumers, minorities, ages, urban, rural, and other geographical areas within the state have equal access to vote on matters submitted to the Members.

## **Quorum and Voting Requirements**: The Members present at any duly called meeting of the Members shall constitute a quorum. Members may be represented by written proxy. Action on any matter other than the election of directors by the Members is approved if a quorum exists, the votes cast in favor of the action exceed the votes cast opposing the action, and a greater number of affirmative votes is not required by the Revised Act or these Bylaws. In an election of multiple directors, that number of candidates equaling the number of directors to be elected having the highest number of votes cast in favor of their election are elected to the Board. When only one director is being voted upon, the candidate having the highest number of votes cast in his or her favor is elected to the Board.

## **Resolutions**: All resolutions proposed to be acted upon by the Members shall be proposed by the Members, the Board, or duly constituted committees of NAMI Utah. All proposed resolutions shall be submitted to the Board in writing and thirty (30) days in advance of the meeting session at which they are to be considered. The Board shall send the proposed resolutions to each member not less than thirty (30) days prior to the meeting.

# Board of Directors

## **General Powers and Responsibilities**: All corporate powers shall be exercised by or under the authority of, and the business and affairs of NAMI Utah shall be managed under the direction of, the Board, subject to any limitation set forth in the Articles of Incorporation. Without limiting the generality of the foregoing, the Board shall be responsible for:

### Establishing policy for NAMI Utah through constructive dialogue within the Board and appropriate modification or extension of existing policy as needed.

### Strategic planning, utilizing the services of the Board committees as advisable, and ensuring timely assessment of progress made to implement the plan, with adjustments as deemed advisable.

### Supporting the Executive Director, who is responsible for implementation of the strategic plan, and publically supporting NAMI Utah’s programs and policies.

### Soliciting financial support for NAMI Utah, cultivating potential donors and monitoring NAMI Utah’s fiscal health.

### Attending and participating fully in all Board meetings, annual Member meetings, committee meetings and other organizational functions.

### Ensuring that they are Members in good standing. This includes making what the individual feels is a significant financial contribution to NAMI Utah annually.

### Ensuring that they adhere to high standards of personal conduct and ethics, including freedom from any conflict of interest between their professional duties and their voluntary work with NAMI Utah.

### Acting as an ambassador for NAMI Utah in the community. This includes supporting development efforts such as the annual NAMI Walk and other fund-raising events, where acting as a role model has a significant effect on the public perception of mental illness and the work of NAMI.

## **Composition**: The Board shall consist of no fewer than nine (9) and no more than nineteen (19) members and shall be the governing body of NAMI Utah. The number of directors to constitute the whole Board shall be such number (not less than 9 nor more than 19) as shall be fixed from time to time by resolution of the Board adopted by such vote as may be required in these Bylaws.

## **Qualifications**: Board members shall (a) be Members in Good Standing, (b) be relatives or friends of a person with mental illness or persons who themselves have experienced a serious mental illness, and (c) have certified in writing (in a form satisfactory to NAMI Utah) to NAMI Utah that they acknowledge and agree to the responsibilities of Board members as set forth in Section 3.1.

## **Staggered Terms for Board of Directors**: The Board shall be divided into three classes as nearly equal in number as may be feasible, hereby designated as Class I, Class II and Class III, with the term of office of one class expiring each year. For the purposes hereof, the initial Class I, Class II and Class III directors shall be so designated by a resolution of the Board. Each director shall serve for a term ending on the third annual meeting of Members following the annual meeting of Members at which such director was elected, or until his or her earlier death, resignation or removal. When a vacancy on the Board is filled, the director chosen to fill that vacancy shall serve until the next annual meeting of the Members, at which the Members may elect the director to complete the term of the director he or she succeeds (or shall complete the term of the class of directors in which the new directorship was created) and shall hold office until such director’s successor shall have been elected and qualified or until such director’s earlier death, resignation or removal. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director’s term of office. Directors shall continue in office until others are elected and qualified in their stead, or until their earlier death, resignation or removal. When the number of directors is changed, each director then serving as such shall nevertheless continue as a director of the class of which he or she is a member until the expiration of his or her current term, and any newly created directorships or any decrease in directorships shall be so assigned among the classes by a majority of the directors then in office, though less than a quorum, as to make all classes as nearly equal in number as may be feasible.

## **Election and Term of Office**: Each year the Members of NAMI Utah Board shall be elected at the annual meeting of the Members from among the nominees selected by the Board or the Members as described in Section 3.6 below. NAMI Utah and the Members may nominate persons to serve as directors. Each director shall serve for the designated term or until his or her successor shall have been elected and qualified to serve. Directors may serve no more than two consecutive full terms, but any director may petition the Board for permission to serve for more than two consecutive full terms, subject to the vote of the Members.

## **Director Nominating Procedures**: Subject to the NAMI Utah’s Articles of Incorporation and the other provisions of these Bylaws, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors. To be properly brought before an annual meeting of the Members, nominations for the election of a director must be (a) made by or at the direction of the Board to be brought before the annual meeting, or (b) made by a Member of NAMI Utah who (i) is a Member of record and in Good Standing on the date of the giving of the notice provided for in this Section 3.6 and at the time of such meeting, and (ii) has complied with this Section 3.6 as to such nomination. The foregoing clause (b) shall be the exclusive means for a Member to make any nomination of a person or persons for election to the Board at an annual meeting. All such nominees shall meet the qualifications of members of the Board as set forth in Section 3.3.

In addition to any other applicable requirements, for a nomination to be made by a Member, such Member must have given timely notice thereof in proper written form to the Secretary of NAMI Utah. To be timely, such Member’s notice must be received by the Secretary of NAMI Utah at the company’s principal executive offices no earlier than sixty (60) days prior to such annual meeting and no later than thirty (30) days prior to such meeting. NAMI Utah may require any proposed nominee to furnish such other information that could be material to a reasonable Member’s understanding of such nominee’s expertise and background.

NAMI Utah will make reasonable effort to ensure that Members have equal access and opportunity to nominate and elect members of the NAMI Utah Board.

## **Removal**: The Members may remove one or more directors in accordance with the Revised Act at a meeting called for that purpose if notice has been given that a purpose of the meeting is such removal.

## **Vacancy**: In case of any vacancy in the Board, the Executive Committee of the Board shall make a recommendation to the full Board to appoint a person or persons to fill the unexpired term(s). The Board shall decide at the next Board meeting who will fill the unexpired term(s), with a 60% affirmative vote of those attending required for approval.

## **Meetings**: The Board shall hold meetings at least quarterly, the time and place (thereof) to be designated by the President. The first of such meetings in the second calendar quarter of each calendar year shall be deemed the annual meeting of the Board. Special meetings of the Board may be called by the President or any three members of the Board.

## **Notice**: Notice of the date, time, and place of any special meeting of the Board shall be delivered personally or by telephone to each director or sent by mail, express courier, facsimile, or email, charges prepaid, addressed to each director at that director’s address as it is shown on the records of the corporation.  If the notice is mailed, it shall be deposited in the United States mail at least three (3) days before the time of the holding of the meeting.  If the notice is delivered personally, by express courier, or by telephone, facsimile, telegraph, or email, it shall be delivered at least one (1) full business day before the meeting begins.  Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving notice has reason to believe will promptly communicate it to the director.  Any director may waive notice of any meeting by delivering a written waiver to the corporation to file in its corporate records, and attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or consent to action taken at the meeting.  Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board needs to be specified in the notice or waiver of notice of such meeting.

## **Quorum**: A majority of the authorized number of directors as fixed in accordance with these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice until a quorum shall be present.

## **Manner of Acting**: The act of a majority of the directors present at a meeting at which a quorum is present shall, unless the act of a greater number of directors is required by the Articles of Incorporation of the corporation or these Bylaws, be the act of the Board.

## **Action by Written Consent**: Any action required to be taken at a meeting of the Board of NAMI Utah or any other action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, is either (a) signed by all of the directors, or (b) if a director votes against or abstains from voting on an action, such director waives the right to demand that the action be taken at a meeting.  Action is taken under this Section 3.13 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. Action taken pursuant to this Section 3.13 is effective when the last director signs a writing describing the action taken, unless the Board establishes a different effective date.

## **Meeting by Telephone or Other Communication**: Members of the Board, or any committee designated by the Board, may participate in a meeting of the Board or committee, as the case may be, by means of any communication by which all directors participating may hear each other during the meeting. Participation in such a meeting shall constitute presence in person at such meeting.

## **Removal**: The failure of a Director to attend three consecutive meetings of the Board without excuse may serve as a basis for removal of that individual from the Board. When the Board determines that an individual should be removed, that individual shall be provided with notice of the intention to remove and shall have the opportunity to respond and object to such removal to the Board within ten (10) days of the receipt of notice.

## **Advisory Boards**: The Board may appoint individuals who can offer expertise, contacts, name recognition, special interests, or other beneficial resources to NAMI Utah to serve on the Advisory Board. Members of the Advisory Board are not directors of NAMI Utah, but they may advise the Board on matters relating to the mission and operations of NAMI Utah. The Advisory Board shall meet as needed under the direction of the Board.

# Committees

## **Executive Committee**: By their approval of these Bylaws, the Board hereby creates an Executive Committee and appoints such officers of NAMI Utah who also serve as directors to serve on the Executive Committee. The President of the Board shall serve as the Chair of the Executive Committee. Between meetings of the Board, the Executive Committee shall have and exercise all powers of the Board except the power to fill vacancies on the Board and to remove officers appointed by the Board.

The Secretary shall ensure that all votes and the minutes of all proceedings of the Executive Committee are recorded properly. The Secretary (or his or her staff designee) shall give notice of meetings and shall perform such other duties as are incident to the office of Secretary and as may be assigned to the Secretary by the Board or President.

## **Other Committees**: In accordance with the Revised Act, the Board may establish from its members standing committees other than the Executive Committee to carry out functions assigned by the Board to the committee in question. All actions by these other committees are subject to ratification by the Board.

# Finance

## **Checks**: The Board or Executive Committee shall establish a policy and procedure regarding the signing of checks, drafts, and orders drawn on NAMI Utah’s accounts.

## **Dues**: Dues shall be established by NAMI. The allocation of dues as between NAMI Utah and the Affiliates shall be determined by the Board with input from the Affiliates. Members shall pay the established dues once per year to either NAMI, NAMI Utah or their respective Affiliate, and the Affiliate shall transfer any such dues that it receives to NAMI Utah. NAMI Utah shall pay all applicable dues to NAMI at least seventy (70) days prior to the NAMI annual meeting and shall take all such actions as are necessary to be in good standing with NAMI.

## **Fiscal Year**: The fiscal year of NAMI Utah shall be from July 1st through June 30th of each year.

## **Annual Budgets**: The Board shall approve a budget by no later than the beginning of each fiscal year. No expenditures shall be made unless they are part of the approved budget or the Board grants authorization for such expenditures.

## **Deposits and Investments**: The funds of NAMI Utah shall be deposited in such financial institutions as may be designated by the Board.

## **Audit**: Financial transactions of NAMI Utah and its books and accounts shall be audited annually by qualified professionals selected by the Board.

## **Insurance**: NAMI Utah shall be bonded and insured as deemed appropriate to the Board.

# Officers

## **General**: NAMI Utah shall have a President, President-Elect, Secretary and Treasurer, and such other officers as the Board shall deem necessary for the proper management of NAMI Utah.

## **President**: The President shall preside at all meetings. The President shall exercise such authority and perform such duties as the Board may from time to time assign.

## **President-Elect**: In the event of the death, absence, incapacity, inability, or refusal to act by the President, the President-Elect shall perform such other duties and exercise such other authority as may be imposed upon or assign to him or her by the Board.

## **Secretary**: The Secretary shall ensure that all votes and the minutes of all proceedings are recorded properly. The Secretary (or his or her staff designee) shall give notice of meetings and shall perform such other duties as are incident to the office of Secretary and as may be assigned to the Secretary by the Board or President, including without limitation, the preparation and maintenance of minutes of directors’ and Members’ meetings and other records of NAMI Utah. The Secretary may, with the consent of the Board, assign such duties to the staff of NAMI Utah with the exception of the attestation of the signatures of authorized officers of NAMI Utah.

## **Treasurer**: The Treasurer shall have supervision and custody of all monies, securities and other valuable properties of NAMI Utah and shall cause all monies to be deposited in the name and to the credit of the company. The Treasurer shall disburse and supervise the disbursement of funds of NAMI Utah in accordance with authority of the Board. The Treasurer shall render to the President and directors upon request, a detailed account of the transactions and financial condition of NAMI Utah. The Treasurer may, with the consent of the Board, assign such duties to the staff of the company. The Treasurer shall be relieved of all responsibility for the supervision delegated by the Board to any other person and the Treasurer shall not be responsible for any action of any officer, agent, or employee of NAMI Utah.

#  EXECUTIVE DIRECTOR

## The Executive Director shall be an officer of the Company, and subject to the direction of the Board, shall have the responsibility for supervision over the day-to-day affairs of NAMI Utah and implementation of NAMI Utah’s strategic plan. The Executive Director shall exercise such authority and perform such duties as the Board may from time to time assign.

# Use of NAMI Name and Logo

NAMI Utah acknowledges that NAMI controls the use of the name, acronym, and logo of NAMI and that use of the logo and name shall be in accordance with NAMI policies. Upon termination of affiliation with or charter by NAMI, the uses of these names, acronyms, and logos by NAMI Utah and its Members shall cease.

# Non-Discrimination

NAMI Utah and its Affiliates shall not discriminate against any person or group of persons on the basis of race, ethnicity, culture, language, national origin, geographic origin, age, disability, gender, sexual orientation, gender expression, education, religion, faith, socio-economic status or lived experience.

# Dispute Resolution

## **Dispute Resolution Between Affiliates**: In the event that a disagreement arises between Affiliates or proposed Affiliates, between any Member and a proposed Affiliate or between proposed Affiliates, notice shall be given to the President of NAMI Utah. The Board shall appoint one or more mediators (who may but need not be directors) to mediate any such dispute. In the event that resolution of the dispute cannot be achieved within ninety (90) days from the receipt by the President of written notice of the dispute, the matter shall be referred to the NAMI board of directors for final and binding resolution.

## **Dispute Resolution Between NAMI Utah and Affiliates**: In the event that a disagreement arises between an Affiliate or a proposed Affiliate and NAMI Utah, notice shall be given to the President of NAMI. The Board shall appoint one or more mediators (who may but need not be directors) to mediate any such dispute. In the event that resolution of the dispute cannot be achieved within ninety (90) days from the receipt by the President of written notice of the dispute, the matter shall be referred to the NAMI board of directors for final and binding resolution.

# Revision or Amendment of Bylaws

## **Ratification of Bylaws**: These Bylaws shall be submitted to the Members of NAMI Utah and shall take effect after being approved by 66 2/3 % of the Members who are permitted to vote on such amendment.

## **Amendment to Bylaws**: Amendments to these Bylaws shall be submitted to the Members of NAMI Utah and shall take effect after being approved by 66 2/3 % of the Members who are permitted to vote on such amendment.

## **Amendment Proposals**: Amendments or revisions may be proposed by any Member or by any director. Any such proposals shall be submitted to the Board at least thirty (30) days prior to the meeting of the Members. The Board shall notify the Members of the proposed amendments twenty-one (21) days prior to the meeting of the Members.

# Parliamentary Procedure

A current edition of Robert’s Rules of Order shall govern the conduct of business in all applicable cases that are not in conflict with these Bylaws.

# Indemnification of Officers,  Directors, Employees, and Agents

## **Indemnification»**

: Except as provided in Section 12.2 of these Bylaws, NAMI Utah may, to the maximum extent and in the manner permitted by the Revised Act, indemnify an individual made a party to a proceeding because he or she is or was a director, officer, employee, fiduciary, or agent of the corporation, against liability incurred in the proceeding if his or her conduct was in good faith, he or she reasonably believed that his or her conduct was in, or not opposed to, the company’s best interests, and in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. Termination of the proceeding by judgment, order, settlement, conviction, upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the director, officer, employee, fiduciary, or agent of the corporation, did not meet the standard of conduct described in this Section 12.1.

## **Certain Restrictions on Indemnification»**

: NAMI Utah may not indemnify a director, officer, employee, fiduciary, or agent of the corporation under Section 12.1 of these Bylaws, in connection with a proceeding by or in the right of a company in which such party was adjudged liable to NAMI Utah, or in connection with any other proceeding charging that such party derived an improper personal benefit, whether or not involving action in his or her official capacity.

## **Mandatory Indemnification»**

: NAMI Utah shall indemnify a director or officer of the corporation who was successful, on the merits or otherwise, in the defense of any proceeding, or in the defense of any claim, issue, or matter in the proceeding, to which he or she was a party because he or she is or was a director or officer of NAMI Utah, against reasonable expenses incurred by him or her in connection with the proceeding or claim with respect to which he or she has been successful.

## **Determination»**

: NAMI Utah may not indemnify a director, officer, employee, fiduciary, or agent of the company under Section 12.1 of these Bylaws unless authorized and a determination has been made in a specific case that indemnification of such party is permissible in the circumstances because such party has met the applicable standard of conduct set forth in Section 12.1 of these Bylaws. Such determination shall be made either (a) by the Board by majority vote of those present at a meeting at which a quorum is present, and only those directors not parties to the proceedings shall be counted in satisfying the quorum requirement, (b) if a quorum cannot be obtained, by majority vote of a committee of the Board designated by the Board, which committee shall consist of two (2) or more directors not parties to the proceeding, except that the directors who are parties to the proceeding may participate in the designation of directors for the committee, (c) by independent legal counsel selected by the Board or a committee of the Board in the manner prescribed by the Revised Act, or (d) by the Members, but a Member may not vote on the determination if the Member is a director and seeking indemnification at the time.

## **General Indemnification»**

: The indemnification and advancement of expenses provided by this Section 3.15 shall not be construed to be exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation, these Bylaws, any agreement, any vote of Members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

## **Advances»**

: NAMI Utah, in accordance with the Revised Act, may pay for or reimburse the reasonable expenses incurred by any director, officer, employee, fiduciary, or agent of the company who is a party to a proceeding in advance of final disposition of the proceeding if (a) such party furnishes the corporation a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct described in Section 12.1 of these Bylaws, (b) such party furnishes to the corporation a written undertaking in the form required by the Revised Act, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the applicable standard of conduct, and (c) a determination is made that the facts then known to those making a determination would not preclude indemnification under this Article 12.

## **Scope of Indemnification»**

: Except as otherwise provided in these Bylaws, the indemnification and advancement of expenses authorized by this Article 12 are intended to permit the corporation to indemnify to the fullest extent permitted by the laws of the State of Utah, any and all persons whom it shall have power to indemnify under such laws from and against any and all of the expenses, liabilities, or other matters referred to in or covered by such laws.  Any indemnification or advancement of expenses hereunder shall, unless otherwise provided when the indemnification or advancement of expenses is authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, fiduciary, or agent of the corporation and shall inure to the benefit of such person’s heirs, executors, and administrators.

## **Insurance»**

: NAMI Utah may purchase and maintain liability insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the company, or who, while serving as a director, officer, employee, fiduciary, or agent of the company, is or was serving at the request of the company as a director, officer, partner, trustee, employee, fiduciary, or agent of another foreign or domestic corporation, or other person, or of an employee benefit plan, against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status in any such capacity, whether or not the company would have the power to indemnify him or her against the liability under the provisions of this Article 12 or the laws of the State of Utah, as the same may hereafter be amended or modified.

# INdependence

NAMI Utah and each Affiliate shall be independent of other agencies and advocacy groups that are not affiliated with NAMI Utah or NAMI and shall not share bylaws, articles of incorporation, or boards of directors with such groups.

CERTIFICATE OF ADOPTION OF

amended and restated BYLAWS

OF

NATIONAL ALLIANCE ON MENTAL ILLNESS – UTAH (NAMI Utah)

The undersigned hereby certifies that \_\_\_\_\_ is the duly elected, qualified, and acting Secretary of **National Alliance on Mental Illness-Utah (NAMI Utah)** and that the foregoing Amended and Restated Bylaws were submitted to and approved and adopted by the Board of Directors of the corporation at a meeting of the Board of Directors held on April \_\_\_, 2013 and by the Members of the corporation at a meeting of the Members held on \_\_\_\_\_\_\_ \_\_, 2013.

DATED this \_\_\_\_ day of April, 2013.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Secretary

## 4821-9437-9283, v. 4