

BYLAWS OF SCOTTS BLUFF COUNTY CERT

1. Purpose:

Scotts Bluff County CERT (the “Corporation”) was incorporated as a Nebraska Nonprofit Corporation on July 15, 2010. The Corporation has Members as provided for in these Bylaws. These Bylaws are adopted by the Board of Directors (the “Board”) of the Corporation.

2. Members:

a. Eligibility: Any person who pays annual dues as determined by the Board is eligible for membership in the Organization.

b. Annual Meeting: The annual meeting of the Members shall be held in January of each year at a date, time and place as set by the Board of Directors. The purpose of the meeting shall be for the election of Directors and for the transaction of any other necessary business.

c. Special Meetings: Special meetings of the voting members may be called by the President, by a majority of the Board of Directors, or by members having 5% of the votes entitled to be cast at the meeting.

d. Notice of Meeting: Notice of any meeting shall be given as provided by law. Any such notice may be given either personally or by mail. If mailed, the notice shall be considered as delivered when deposited postage prepaid in the United States mail, to the Member's last known address. If notice is given by e-mail or facsimile, the notice shall be considered as delivered when the notice is sent to the e-mail address or fax number designated by the Member for that purpose. The attendance of a Member at a meeting shall constitute a waiver of notice unless attendance is for the express purpose of objecting to the conduct of business due to the notice.

e. Quorum: 10% of the Members, in good standing at the time, shall constitute a quorum. If a quorum is not present at any meeting, a majority of the Members present may adjourn the meeting from time to time without further notice. Where a quorum is present or represented at the adjourned meeting, any business may be transacted which might have been transacted at the originally scheduled meeting. The Members present at a duly organized

meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

f. Voting: Each Member shall be entitled to one vote on each matter submitted to a vote of the Members.

3. Directors:

a. Number and Qualification: The business and affairs of the Corporation shall be managed by a Board of Directors (the "Board") consisting of 7 Directors. The Directors need not be residents of Nebraska.

b. Election and Term of Office: Elections for Directors shall be held at each Annual Meeting of the Members. Directors shall be elected by a majority vote of the Members in the manner set forth below.

(1) Election of Vice President. The Members shall annually elect one Director to serve a five-year term. In the first year of this Director's five-year term, this Director shall serve as Vice President. In the second year of this Director's five-year term, this Director shall serve as President. In the third, fourth, and fifth years of this Director's term, this Director shall not hold an office, unless otherwise elected or appointed to an office in a manner set forth herein.

(2) Election of Secretary. The Members shall annually elect one Director to serve a one-year term as Secretary.

(3) Election of Treasurer. The Members shall annually elect one Director to serve a one-year term as Treasurer.

Each Director shall hold office until a successor has been elected and qualified.

c. Removal: A Director may be removed in accordance with the Nebraska Nonprofit Corporation Act (the "Act").

d. Quorum: A majority of the Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except that the act of a majority of all of the Directors shall be required at a special meeting. If less than a majority is present at a meeting, a majority of the

Directors present may adjourn the meeting from time to time to a certain date and time without further notice.

e. Regular Meetings: The Annual Meeting of the Board shall be held immediately following the annual meeting of the Members. The Board's regular meeting dates shall be on the third Tuesday of each month, or at such other times as established by resolution of the Board, in which case no notice other than the resolution shall be required.

f. Special Meetings: Special meetings may be called by the President or Vice President upon 7 days written or oral notice of the time and place of the meeting. If mailed, the notice shall be considered as delivered when deposited postage prepaid in the United States mail, to the Director's last known address. If notice is given by overnight delivery service (i.e. FedEx, UPS, etc.), the notice shall be considered as delivered when the notice is delivered to the delivery service. If notice is given by e-mail or facsimile, the notice shall be considered as delivered when the notice is sent to the e-mail address or fax number designated by the Member for that purpose. The attendance of a Director at a meeting shall constitute a waiver of notice unless attendance is for the express purpose of objecting to the conduct of business due to the notice.

g. Place of Meetings: Board meetings shall be held at a place as provided for in the notice of the meeting. A meeting may also be held by any means of communication by which all Directors participating may simultaneously hear each other during the meeting.

h. Presumption of Assent: A Director who is present at a Board meeting at which action on any Corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting. A Director who did not vote in favor of an action may also file a written dissent with the Secretary of the meeting either before or immediately after the adjournment of the meeting.

i. Vacancies: Any vacancy occurring in the Board may be filled by vote of a majority of the remaining Directors even though the number of remaining Directors is less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of the Director's predecessor.

j. Actions by Consent: Any action required or permitted to be taken at a Board meeting may be taken without a meeting if a written consent setting out the action taken is signed by all members of the Board.

4. **Officers:**

a. Number: The Corporation's officers shall be President, Vice-President, Secretary, Treasurer, and any other officers and assistant officers elected or appointed by the Board. The Board may appoint other officers as it may consider necessary with duties as prescribed, from time to time, by the Board.

b. Election and Term: The officers shall be elected annually by the Members in the manner set forth herein. Newly created offices may be filled at any meeting of the Board. Each officer shall hold office until a successor has been duly elected and qualified or until death, resignation or removal.

c. Removal: Whenever the Board determines that the best interest of the Corporation will be served by the removal of an officer, the Board, by majority vote, may recommend the removal of such officer to the Members. The Members may remove such Director from the Board in accordance with the Act.

d. Vacancies: A vacancy in any office may be filled by the Board at any meeting for the unexpired portion of the officer's term.

e. Duties and Authority:

(1) President: Subject to the direction and supervision of the Board, the President shall be in charge of the business affairs and property of the Corporation and have control over its officers. The President shall, when present, preside at all Board meetings. The President shall have all other duties and responsibilities and may exercise any other powers incident to the office or as may be assigned to the President by these Bylaws or by the Board.

(2) Vice President: At the request of the President, or in the President's absence, death, inability or refusal to act, the Vice President shall perform all of the duties of the President. In so acting, the Vice President shall have all of the powers of, and be subject to all the restrictions upon, the President. The Vice President shall have any other duties, responsibilities and powers as may be assigned to the Vice President by these Bylaws, the Board, or the President.

(3) Secretary: The Secretary shall (a) keep an accurate record of accounts and proceedings of Directors' meetings; (b) give all required notices; (c) be custodian of the Corporate records; (d) assist in keeping the Corporation's books of account and the Corporation's correspondence; and (e) perform all duties incidental to the office of

Secretary and other duties as may be assigned to the Secretary by the President or by the Board.

(4) **Treasurer:** The Treasurer shall (a) have custody of the Corporation's funds; (b) keep accurate accounts of receipts and disbursements of the Corporation; (c) deposit all money in depositories designated by the Board; (d) manage the disbursement of funds; (e) prepare all required statements and records; and (f) perform all duties incident to the office of Treasurer and other duties as may be assigned to the Treasurer by the President or by the Board.

5. Committees:

The Board shall have power to appoint those committees as it considers necessary or desirable to advise or assist in any transaction of the business of the Corporation. At least two members of committees must be Directors. Each committee shall have only that authority and responsibility which is expressly designated to it by the Board at the time the committee is organized or as later designated.

6. Offices:

The principal office of the Corporation shall be at a location to be designated from time to time by the Board.

7. Contracts, Gifts and Investments:

a. Contracts: The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument for the Corporation. This authority may be general or confined to specific instances.

b. Gifts: The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Corporation.

c. Investments: The Corporation shall have the right, subject to any restrictions contained in the Articles, these Bylaws, or any condition imposed in any gift to the Corporation, to retain all or any part of any property acquired by it in any manner and to invest and reinvest any funds held by it, according to the judgment of the Board.

8. Checks, Deposits, Loans, and Records:

a. Checks: All checks, drafts, or other orders for the payment of money shall be signed by designated officers or agents of the Corporation in the manner as determined by resolution of the Board.

b. Deposits: All Corporate funds shall be deposited to the credit of the Corporation in banks or other depositories selected by the Board.

c. Loans: No loans or indebtedness shall be contracted for the Corporation unless authorized by a resolution of the Board. This authority may be general or confined to specific instances.

d. Records: The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board. All books and records of the Corporation may be inspected at any reasonable time by any member of the Board.

9. Prohibition Against Private Gain:

No Director, Officer, or employee of or member of any committee of or any person connected with the Corporation, or any other private individuals shall receive any of the net earnings or profit from the operations of the Corporation other than in connection with grants which are consistent with the purposes and nonprofit status of the Corporation. Provided, this shall not prevent the payment to a person of reasonable compensation for services rendered to or for the Corporation in affecting any of its purposes that shall be fixed by the Board. No person or persons shall be entitled to share in the distribution of any of the Corporation's assets upon the dissolution of the Corporation. Upon dissolution or winding up the affairs of the Corporation, whether voluntary or involuntary, the assets of the Corporation, after all debts have been satisfied, shall be distributed, transferred, conveyed, delivered, and paid over as provided for in the Articles.

10. Indemnification:

The Corporation shall indemnify each "Eligible Indemnitee" (as defined below) against expenses, including attorneys fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by an Eligible Indemnitee as follows:

a. To the extent permitted by law, the Corporation shall indemnify any Eligible Indemnatee who was or is a party or is threatened to be made a party to any threatened, pending or completed "Proceeding" (as defined below) if:

- (1) the Eligible Indemnatee acted in good faith;
- (2) in the case of conduct in a Director's official capacity, the Eligible Indemnatee reasonably believed that the Director's conduct was in the best interest of the Corporation;
- (3) and in all other cases that the Eligible Indemnatee's conduct was at least not opposed to the best interest of the Corporation; and
- (4) with respect to any criminal Proceeding, the Eligible Indemnatee had no reasonable cause to believe his or her conduct was unlawful.

The indemnification under this subparagraph in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the Proceeding. No indemnification shall be made, however: (i) in connection with a Proceeding by or in the right of the Corporation in which the otherwise Eligible Indemnatee was adjudged liable to the Corporation; or (ii) in connection with any other Proceeding charging improper personal benefit to the otherwise Eligible Indemnatee, whether or not involving an action in their official capacity, in which they were adjudged liable on the basis that personal benefit was improperly received by them.

b. To the extent permitted by law, the Corporation may, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by an Eligible Indemnity who is a party to a Proceeding if the Eligible Indemnatee delivers to the Corporation:

- (1) A written affirmation of good faith belief that the Eligible Indemnatee has met the relevant standard of conduct provided for in subparagraph a. above; and
- (2) The Eligible Indemnatee's written undertaking to repay any funds advanced if there is no entitlement to mandatory indemnification under Section 21-1998 of the Act and it is ultimately determined under the applicable provisions of the Act that the relevant standard of conduct described in subsection a. above have not been met. This undertaking shall be an unlimited general obligation of the Eligible Indemnatee, and shall not be required to be secured. It may be accepted without reference to the financial ability of the Eligible Indemnatee to make repayment.

c. To the extent permitted by law, the Corporation may purchase and maintain insurance on behalf of an individual who is an Eligible Indemnitee, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as an Eligible Indemnity, whether or not the Corporation would have the power to indemnify or advance expenses to an Eligible Indemnitee against the same liability under applicable law.

d. Indemnity as provided for in this section shall not be deemed to be exclusive of any other rights to which Eligible Indemnities may otherwise be entitled nor shall these provisions be deemed to prohibit the Corporation from extending its indemnification to cover other persons or activities to the extent permitted by law.

e. For purposes of this section:

(1) "Proceeding" shall mean any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, and whether formal or informal.

(2) "Eligible Indemnitee" shall mean a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation, as a Director, officer, partner, member of a limited liability company, trustee, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other entity.

11. Fiscal Year:

The fiscal year of the Corporation shall end on December 31.

12. Waiver of Notice:

Whenever any notice of any meeting or action is required to be given to any Director under these Bylaws, the Articles, or the Act, signed waivers of all Directors then in office shall be deemed equivalent to the giving of notice, whether the waiver is dated before or after the meeting or action.

13. Amendments:

These Bylaws may be altered, amended or repealed in the manner provided for in the Act.

Date: _____

By: _____
Secretary