

BYLAWS  
OF  
ROCKY MOUNTAIN FIRE  
ALARM ASSOCIATION

A General Non-Profit Corporation  
Under the Laws of the State of Colorado

ARTICLE I

NAME: ROCKY MOUNTAIN FIRE ALARM ASSOCIATION

(Hereinafter referred to as RMFAA)

ARTICLE II

PURPOSE: LIFE SAFETY FOR THE ROCKY MOUNTAIN STATES

A cooperative effort of concerned organizations and individuals to meet the public need for LIFE SAFETY in the Rocky Mountain States through early warning fire detection and alarm systems.

To foster and improve the standards in the industry and the relationships among manufacturers, sellers, installers, users of the products, bureaus and other agencies regulating the standards of the automatic fire alarm industry and the public through education, research and cooperative efforts at all levels. To provide a unified voice for the automatic fire alarm industry in the pursuits of these objectives.

Any revenue generated through the collection of dues, assessments, stipends for seminars, or fees for educational materials, or revenues from other sources shall be used solely to offset the costs of operation of the RMFAA and its activities as delineated herein.

Approach:

Make cost effective use of the communication resources of such groups as Distributor Associations and the information resources of such groups as association of systems and device manufacturers, in a unified manner with other concerned groups and individuals, in a variety of ways, such as the following:

1. Influence codes and standards at all levels to make buildings safer through the proper application of automatic fire alarm systems. Encourage knowledgeable representation on all major building codes panels as well as state and local code making bodies.
2. Assist in educating all levels of the industry and authorities having jurisdiction (AHJs) to properly apply, install, use and maintain automatic fire alarm systems. Manufacturing members to provide up-to-date training manuals and materials for such groups and subjects as: AHJ's Plan inspection; on-site inspection and checkout, Distributors/Installers, Applications, UL Field Certification Program and System Designers. Distribution members are to disseminate material and conduct training sessions through the RMFAA.

3. Promote the role of our industry in meeting the public need for LIFE SAFETY in the Rocky Mountain States. Collect, maintain and distribute factual industry positions. Assist members in formulating positions, presenting testimony at legislative or regulatory hearings, and publicly addressing life safety issues of concern to the member of the public.

4. Provide a communication network to quickly and accurately identify industry problems, exchange ideas and information for solutions, and organize corrective programs. Further, the RMFAA's goal of LIFE SAFETY for the Rocky Mountain States by maintaining familiarity with policies and procedures of NFPA, UL, the Building Codes, NEMA, AFAA, and other organizations helpful to the industry, and conduct all activities within the spirit as well as the letter of all antitrust laws.

## ARTICLE III

### OFFICES

The RMFAA shall and continuously maintain a registered office and a registered agent office and, in addition, may have other offices as the Board of Directors may, from time to time, determine.

## ARTICLE IV

### Section 1 – Membership

Each member of this RMFAA acknowledges the responsibility inherit in the sale, design, installation and maintenance of fire protection equipment distributed by and it pledges to perform its work and serve its customers with the highest degree of honesty, skill and integrity that such responsibility infers.

### Section 2 – Membership and Eligibility

**A. Individual Access - Business** – Any Corporation, Company, Partnership or Proprietorship engaged in the fire alarm systems industry or component parts or of equipment or parts utilized directly or indirectly in the fire alarm industry.

**B. Individual Membership – Business, Business Group 5, or Business Group 15** - Any Corporation, Company, Partnership or Proprietorship engaged in the fire alarm systems industry or component parts or of equipment or parts utilized directly or indirectly in the fire alarm industry.

**C. Individual Access – AHJ** – Any Governmental agency and authorities having jurisdiction.

**D. Individual Membership – AHJ or AHJ 15** - Any Governmental agency and authorities having jurisdiction.

**E. Individual Access - Student** – Any Student attending a university or trade school with an (edu) email address or to provide documents stating that they are currently attending an University or Trade School in Fire Detection / Protection studies.

**F. Individual Membership - Student** - Any Student attending a university or trade school with an (edu) email address or to provide documents stating that they are currently attending an University or Trade School in Fire Detection / Protection studies.

**G. Manufacturer Sponsorship Membership** - Any Corporation, Company, Partnership or Proprietorship engaged in the manufacturing of automatic fire alarm systems or component parts or of equipment or parts utilized directly or indirectly in the automatic fire alarm industry.

**H. Platinum Sponsorship Membership** - Any Corporation, Company, Partnership or Proprietorship engaged in the manufacturing of automatic fire alarm systems or component parts or of equipment or parts utilized directly or indirectly in the automatic fire alarm industry.

Section 3 – Election of members

Applications shall be in writing. Election shall be by a majority vote of the Board of Directors. Applicants not approved may appeal to the membership at any annual or special meeting properly convened in which case election shall be by a two-thirds (2/3) votes of the members eligible to vote and present or voting by proxy at such meeting.

Section 4 – Representation

A. Each member shall designate, in writing to the Secretary, a specific person to whom all correspondence shall be addressed, and who shall be empowered to act officially for said member in the conduct of the affairs of the RMFAA, and to hold office, if elected, as hereinafter provided. Additional representatives of a member are welcome to participate in the RMFAA's activities, but only the designated representative shall have the privilege of voting and holding office.

B. Change of Representation – A member may, by written notice to the Secretary, withdraw his/her designated representative and appoint a new representative at any time. In such case, if the original representative is holding an elective office at the time of his/her withdrawal, he/she shall automatically be deemed to have resigned and the office shall be declared vacant.

Section 5 – Membership Certificate

The Executive Committee shall provide a Membership Certificate to each member in good standing. Each certificate shall designate the classification of membership and shall have an expiration date prominently displayed, with provision for either renewal or replacement if membership in good standing is maintained by continued payment of dues.

Section 6 – Transfer of Membership

Membership in the RMFAA is not transferable or assignable.

## Section 7 – Voting Rights

Each paid member will have one (1) vote in the election of Directors. Each paid member will have one (1) vote on all other matters subject to vote by the membership including any changes of the Bylaws. When a letter ballot is authorized by the Executive Committee on any matter, it shall require that the results be agreed to by a majority of those responding and, in the case of changes to the Bylaws, by a majority of the entire paid membership.

## Section 8 – Meetings of the Members

**Monthly Meetings** – The RMFAA shall meet a minimum of four times a year. The place and date shall be set by the Board of Directors. Notice shall be set by the President at least one week in advance of the meeting.

**Special Meetings** – May be called by a majority vote of the Board of Directors who shall also set the place and the date. Notice shall be by the President through the Secretary at least two (2) weeks in advance of the meeting date.

**Quorum** – At any Monthly or Special Meeting duly called, a quorum shall consist of the members present and in good standing. Any vote will require a simple majority of such members.

**Proxies** – Shall be accepted but must be in writing by the designated representative of the member.

**Minutes** – The legal importance of minutes of RMFAA meetings must not be underestimated. They are the official record of the RMFAA and represent the only contemporaneous evidence of what transpired at the meetings. They are one of the first types of documents that litigants and investigators will ask for. It is the Secretary's responsibility to see that the minutes are clear, complete and accurate with regard to the discussion which transpired, the actions which were taken and the justifications for those actions. For the benefit of the members, it should be noted there is no such thing as a conversation "off the record" at a RMFAA meeting. The Secretary is obligated to record accurately all matters discussed. If you feel that your comments are not appropriate for recording, they probably are not proper for a RMFAA meeting and should not be made.

**Discussion Topics** – It is a practical impossibility to delineate in a set of guidelines the permissible limits of discussion at a RMFAA meeting, because so much is dependent upon the context in which any particular subject is to be raised. Nevertheless, a prudent rule, which is to be followed at all RMFAA meetings, is that no commercial topics should be acted upon or even considered. To avoid the more sensitive areas, there should never be a discussion of the following at RMFAA meetings:

- (a) Price or any elements of price or pricing policies, including cost, discounts, etc.
- (b) Sales or production quotas, territories, allocations, boycotts, or market shares;
- (c) Identified individual company statistics, inventories or merchandising methods;
- (d) Particular competitors or customers;
- (e) Commercial liabilities, warranties, guarantees, or the particular terms or conditions of sales, including credit, shipping and transportation arrangements;
- (f) Or anything dealing with coercive trade uses, or excluding or controlling competition.

## ARTICLE V

### OFFICERS

#### Section 1

A. Board of Directors – the affairs of the RMFAA shall be directed by a six (6) member Board of Directors consisting of:

1. President
2. Vice President/Secretary
3. Treasurer
4. Director
5. Director
6. Director
7. Past President (as non-voting advisor)

The President, Vice President/Secretary and Treasurer shall comprise the Executive Committee. Any officer shall not serve in the same capacity for more than two successive terms.

A term shall be defined as two fiscal years commencing at the annual meeting at which the election of officers is held.

B. Election of Directors – Directors shall be elected from among those members presented by a Nominating Committee and those nominated from the floor at the Annual meeting or by petition supported by the signatures of at least five (5) members and submitted to the Board of Directors Meeting preceding the Annual Meeting. The nominees of the Nominating Committee and those nominated by petition shall be presented to the membership with the Agenda for the Annual Meeting and voting will take place at the Annual Meeting. First time voting of Directors shall be by potential members attending the first RMFAA annual meeting.

C. All Directors serve without compensation.

D. Meetings – The Board of Directors shall schedule at least four (4) regular meetings during each year, one which shall be the annual meeting, at times and places most convenient for a majority of its membership. Notice of such meetings shall be by the President at least one (1) week in advance of the meeting date. All meetings of the Board of Directors shall be open to all members of RMFAA.

E. Special Meetings – Special Meetings may be called by the President at this discretion to consider matters of urgency if they arise. The time and place shall be determined by the President, who shall notify all Board Members at least two (2) days in advance of the meeting date. Notice shall include an agenda of the items to be considered and the reason for their urgency.

F. Quorum – At any regular or special meeting properly convened, a quorum shall consist of those members of the Board of Directors present. Any vote will require a simple majority of such members.

## Section 2 – Removal

An Officer or Director may be removed by a majority vote of the Board of Directors and notice to such Officer or Director, for failure to attend meetings, inadequate participation in RMFAA affairs, or whenever, in the judgment of the Board of Directors, the best interests of the RMFAA will be served thereby.

## Section 3 – Vacancy

A vacancy in any office due to death, resignation, and removal or otherwise, may be filled by the Board of Directors for the unexpired term.

## ARTICLE VI

### COMMITTEES

Section 1 – The President shall have the power to appoint whatever committees he shall deem necessary for the purpose of carrying out any duties that will aid in accomplishing the objectives of the RMFAA.

Section 2 – Participation in committee activities shall be open to and expected of all members of the RMFAA, regardless of classification.

Section 3 - Appointments to represent the Rocky Mountain Fire Alarm Association on the committees or Boards of other organizations shall be made and reviewed annually by the President with the advice and consent of the Board of Directors.

## ARTICLE VII

### DUES, FEES AND FISCAL YEAR

Section 1 – The fiscal year of the RMFAA shall be from January 1 to December 31.

Section 2 – RMFAA Annual Dues are provided below:

- A. Individual Access - Business – Free**
- B. Individual Membership - Business - \$75.00 (USD)**
- C. Group Membership - Business (5) - \$250.00 (USD) Bundle (up to 5 members)**
- D. Group Membership - Business (15) - \$500.00 (USD) Bundle (up to 15 members)**
- E. Individual Access - AHJ – Free**
- F. Individual Membership - AHJ - \$30.00 (USD)**
- G. Group Membership - AHJ (15) - \$100.00 (USD) Bundle (up to 15 members)**
- H. Individual Access - Student - Free**
- I. Individual Membership - Student - \$10.00 (USD)**
- J. Manufacturer Sponsorship Membership - \$250.00 (USD)**
- K. Platinum Sponsorship Membership - \$1,000.00 (USD)**

Section 3 - Member and non-member meeting fees and seminars shall be determined by and approved by a majority vote of the Board of Directors.

## ARTICLE VIII

### TERMINATION OF MEMBERSHIP

The membership of any member may be terminated by reason for any of the following;

(a) Cessation of industry related business activity.

(b) Written resignation sent to the Board of Directors to be effective no sooner than ten (10) days after receipt and upon payment of any delinquent dues, assessments or other obligations to the RMFAA.

(c) Non-payment of dues, assessments or other obligation to the RMFAA for a period of one-hundred twenty (120) days from the date upon which payment was due.

(d) By the vote of two-thirds (2/3) of the members of the Board of Directors present at a regular or special meeting for actions detrimental to the RMFAA. A member so charged shall be given an opportunity to be heard by the Board of Directors and may appeal the Board's decision to the full membership.

## ARTICLE IX

### AMMENDMENTS

These Bylaws may be amended, altered or repealed only by a majority vote of the eligible voters present at a regular or special meeting duly called in accordance with Article IV, provided that the notice of the meeting shall have included a notice that a change in the Bylaws will be considered along with a general statement of the intent and, if possible, a text of the changes proposed.

## ARTICLE X

### RULES OF ORDER

All meetings shall be conducted under Robert's Rules of Order.

## ARTICLE XI

### WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Non-Profit Corporation requirements of the State of Colorado, under the provisions of these Bylaws or of the Articles of Incorporation of this RMFAA, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated herein, it shall be deemed equivalent to the giving of such notice.