

By-Laws Of The Illinois Law Enforcement Alarm System

An Illinois Not-for-Profit Corporation

Article One Name, Principal Office, Purpose and Powers, Registered Agent and Corporate Seal

1.1 **Name.** The name of the corporation is **The Illinois Law Enforcement Alarm System (ILEAS)** (the “Corporation”).

1.2 **Location.** The location of the principal office of the Corporation shall be in the City of Springfield, in the County of Sangamon and State of Illinois. In addition, the Corporation may maintain other offices and facilities either within or without the State of Illinois as determined by the Governing Board from time to time. The Governing Board may from time to time change the address of the Corporation’s principal office by duly adopted resolution.

1.3 **Purpose and Powers.** ILEAS is organized to provide a system of Mutual Aid among participating law enforcement agencies. The purpose is explicit in the “Intergovernmental Mutual Aid Agreement”, which is incorporated herein by reference and which in pertinent part reading as follows:

This Agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of this Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency by assigning some of their resources, equipment and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons and property of citizens during an emergency by enabling other law enforcement agencies to provide additional resources, equipment and/or law enforcement personnel as needed.

1.4 **Authority.** Intergovernmental Mutual Aid Agreements established the Illinois Law Enforcement Alarm System (ILEAS) in 2002. System membership is in full force and in effect with the passage and approval of a companion ordinance, resolution or other legally binding document by a participating agency, in the manner provided by law, and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his law enforcement agency.

1.5 **Registered Agent and Registered Office.** The Registered Agent of the Corporation may be either an individual resident in the State of Illinois, or a domestic or foreign corporation authorized to act as such agent. The Corporation shall continuously maintain such an agent in the State of Illinois. A new Registered Agent shall be appointed if the office of such agent becomes vacant for any reason, or such agent becomes disqualified or incapacitated to act, or if the Corporation through the Governing Board revokes the appointment of such agent by duly adopted resolution. The new appointment shall be made by duly adopted resolution of the Governing Board and submission of the appropriate statement to the office of the Illinois Secretary of State. Such Registered Agent shall be recognized as an agent of the Corporation on whom any process, notice, or demand required or permitted by law to be served on a Corporation may be served.

1.6 **Corporate Seal.** The Corporation shall have a seal, which shall have inscribed thereon the name of the Corporation and the words “SEAL” and “ILLINOIS”.

Article Two Membership, Ratification and Termination of Membership

2.1 **General Membership.** Membership shall be limited to law enforcement agencies, as currently and hereinafter defined by Illinois Compiled Statutes.

2.2 **Membership Process and Ratification.** The Governing Board of the Corporation shall be the sole authority in determining membership status. The Governing Board by a majority vote shall approve or disapprove the following classifications of membership status:

- (a) Agency Membership - law enforcement agency after the submission of an approved application form signed by an active ILEAS member; a signed copy of the Intergovernmental Mutual Aid Agreement by the corporate authority of the applicant agency; and, the payment of any required fees or dues.
- (b) *Ex-Officio* Membership - A federal, state or local agency or organization.
- (c) *Ad Hoc* Membership - an individual appointed to provide a particular service.

2.3 **Voting Privileges.** Only Agency Memberships shall have full voting authority.

2.4 **Membership Attributes.** When considering membership, the Governing Board shall factor into its assessment the applying agency’s capabilities of providing resources to ILEAS member communities and the agency’s geographic proximity to other ILEAS member communities.

2.5 **Termination of Membership.** Members who fail to meet their obligations in accordance with the terms of the Intergovernmental Mutual Aid Agreement or with these By-laws or are found responsible of any behavior detrimental to law enforcement or whose continued membership would prove detrimental to ILEAS, may be suspended or expelled from membership by a two-thirds vote of the Governing Board. Prior to the initiation of any disciplinary action against a member, the member will be notified of a hearing and shall have a right to appear before the Governing Board.

Article Three Governing Board

3.1 **General Powers.** The affairs and activities of the Corporation shall be managed by or under the direction of its Governing Board (“Board”).

3.2 The Governing Board of ILEAS shall consist of 18 members representing the Co-chairs of the eight (8) ILEAS regions and two representatives from the Chicago Police Department. Each region shall have one Sheriff and one Chief of Police representing them. A chief and sheriff elected as co-chairs of each ILEAS Region may appoint a permanent designee to stand in his or her place for all ILEAS meetings and business, including board meetings where such designee shall vote and act in the place of the sheriff or chief having appointed such designee. Permanent Governing Board membership shall be granted to the following agencies: Illinois State Police Director or designee, President of the Illinois Association of Chief’s of Police or designee and the President of the Illinois Sheriff’s Association or designee. The Governing Board shall cause to be promulgated an operational plan for giving and receiving aid under the provisions of the Intergovernmental

Service Agreement. All officers must be the Chief Executive Officer or official designee of a participating ILEAS agency. All officers and members of the Governing Board shall serve without compensation.

3.3 **Term.** Subsequent to the ratification of these articles and the filing of same with the proper authorities, the current members of the Governing Board shall serve for a two-year period.

3.4 **Authority.** The Governing Board shall have the authority to take all appropriate actions and to perform all duties required to accomplish the purposes of ILEAS. The Governing Board shall cause to be promulgated an operational plan for giving and receiving aid under the provisions of the Intergovernmental Service Agreement.

3.5 **Regular Meetings.** The Governing Board shall convene at a time and place specified by the President. The President shall preside at the meeting of the Board of Officers and conduct business for ILEAS. Minutes of these meetings shall be provided to all members.

3.6 **Annual Meeting.** The Annual Meeting of ILEAS shall be held during the month of March each year at a time and place specified by the President.

3.7 **Special Meetings.** The President, in his or her discretion, or a majority of the Executive Committee, or any seven members of the Governing Board, may call a special meeting of the Board by giving at least five days advance written notice to each member of the Board, specifying the time, place, and purpose of the meeting.

3.7 **Quorum.** Eleven (11) members of the Governing Board shall constitute a quorum.

3.8 **Executive Committee.** The Governing Board may create an Executive Committee, which shall consist of five members, including the Board's President and Vice President and three members elected by and from the members of the Board.

3.9 **Waiver of Notice.** Any member may waive notice of any meeting, and attendance of such member at any meeting shall constitute a waiver of notice of such meeting.

3.12 **Committees and Advisory Bodies.** The Governing Board may from time to time establish or appoint one or more committees or one or more advisory bodies. A majority of the membership of any committee or advisory body shall be voting members. Non-Board members of committees and advisory bodies shall serve at the pleasure of the Governing Board.

3.13 **Action Without Meeting.** If a matter of immediate and critical need shall arise requiring action of the Governing Board and it is impracticable to wait to convene a regular or special meeting, the matter may be submitted electronically to each member entitled to vote thereon for consideration upon approval of not less than three Executive Committee members. The notice of proposal shall specify a deadline for voting on the matter submitted not less than 7 days from the date of notice. If approved by a majority of the members of the Governing Board, or the required number of votes that may be elsewhere specific in these by-laws, the action so approved shall be considered the same as though approved at a formal meeting.

Article Four

Executive Officers

4.1 **Executive Officers of the Corporation; Board of Officers.** The executive officers of the Corporation shall be a President, a Vice President, Treasurer, Secretary and Sergeant at Arms, which shall constitute the Board of Officers. All such officers shall be members of the Governing Board and shall be elected at the annual meeting of the Board or at the regular meeting immediately subsequent to the annual meeting. The Board of Officers of ILEAS shall be elected from the Governing Board members who shall have been members in good standing for at least one year prior to their election

4.2 **Term.** The Officers shall hold office for a term of two years or until their successors have been duly elected, providing they continue to qualify for active membership during their term of office. All officers may be reelected or appointed for additional terms of office. The President, subject to advice and consent of the Governing Board, will fill vacancies to positions on the Board of Officers within the two-year terms.

4.3 **Nominating Committee.** The President shall appoint a Nominating committee consisting of three members of the Governing Board. It shall be the duty of the Nominating Committee to provide a slate of qualified candidates to fill the offices of ILEAS. The current officers shall not serve as Nominating Committee members.

4.4 **Election Procedures.** Election shall be by ballot. If there is but one nominee for each office, the President shall cast one vote for each nominee to office. A majority of the members present shall elect on the first ballot. In the event no candidate receives a majority vote, a second ballot shall be taken between the two candidates receiving the highest number of votes. Elected officers shall be installed at the first annual meeting and shall assume their duties of office at that time.

4.5 **The President.** The President shall be the principal executive officer of the Corporation and, subject to the control of the Governing Board, in general, supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the Governing Board and the Board of Officers. He may sign, with the Secretary or any other proper officers of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Governing Board has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by the Governing Board to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed. The President, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Governing Board from time to time.

4.6 **The Vice President.** In the absence of the President or in the event of his death, inability or refusal to act, the Vice President (or in the event of his death, inability or refusal to act, the Secretary) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the limitations upon the President's powers. The Vice President shall serve as an assistant to the President and may perform such other duties as from time to time may be assigned to him by the President or the Governing Board. If a vacancy occurs in the office of the President, the Vice-President will succeed in that office for the remainder of the term.

4.7 **The Secretary.** The Secretary shall keep the records of the Corporation under the supervision of the President and the Governing Board. He or she shall prepare minutes of the meetings of the Board and send copies of such minutes to each of the members. He or she shall carry on all official correspondence of the Association under the direction of the Governing Board. He or she shall keep a register of the name and post office address of each member of this Corporation. He or she shall have charge of and safely keep all such additional books and papers as the Board may direct. The Secretary shall have custody of the seal of the Corporation and affix such seal to all documents, the execution of which, on behalf of the Corporation under its corporate seal, has been duly authorized in accordance with these by-laws. He or she shall, in general, perform all such duties as are incident to the office of a Secretary of a not for profit corporation under the laws of the State of Illinois.

4.8 **The Treasurer.** The Treasurer shall have general oversight over all funds and securities of the Corporation. He shall be authorized to endorse, or cause to be endorsed in his name, on behalf of the Corporation, all checks, notes or other obligations and evidence of the payment of money paid by the Corporation coming into his or her possession, or other officers or employees. The Treasurer shall see that all funds received by or on behalf of the Corporation are promptly deposited in such banks or trust companies as may be selected as depositories of the Corporation by the Board and shall also see that all securities are placed in safe-keeping in the manner directed by the Board. The Treasurer shall pass on the system of accounts and reports and provide for general overseeing and audit thereof. The report of each such audit shall be submitted to the Board. The Treasurer shall perform all duties, which are incident to the office of Treasurer of a corporation not for profit, subject, however, at all times to the direction and control of the Board. The Treasurer shall give bond to the corporation in the amount and for, fixed by the Board. The cost of bond shall be borne by the Corporation.

4.9 **Sergeant at Arms.** The Sergeant at Arms shall keep order at all meetings and proceedings of ILEAS and shall act as the Parliamentarian to advise and guide the Governing Board and Board of Officers

Article Five Administrative Officers

5.1 **Designation of Administrative Officers.** The Governing Board shall designate titles, appoint and discharge such administrative staff officers of the Corporation, as it shall deem necessary. Such administrative staff officers shall not be members of the Board and such appointees shall hold their offices for such term and exercise such powers and perform such duties as shall be determined from time to time by the Board. The duties and responsibilities of appointed staff personnel are defined in the ILEAS “Definitions and Operating Procedures” incorporated herein by reference.

5.2 **Compensation.** The Governing Board shall determine compensation and benefits for all administrative staff officers.

Article 6 Indemnification of Officers, Governing Board, Employees and Agents

6.1 **Actions other Than by or in the Right of the Corporation.** The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a trustee, officer, employee or agent of the Corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment or settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

6.2 **Actions By or in the Right of the Corporation.** The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a member, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation, as an *ad hoc* member, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

6.3 **Expenses.** To the extent that a member, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.1 and 6.2 of this article, or in the defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith,

6.4 **Determination by Governing Board.** Any indemnification under Sections 6.1 and 6.2 of this article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the member, *ad hoc* member, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections 6.1 and 6.2. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of members who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested members so directs, by independent legal counsel in a written opinion.

6.5 **This Article not Exclusive.** The indemnification provided by this article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any contract, agreement or disinterested members or otherwise, both as to action in his or her official capacity and as to action in another

capacity while holding such office, and shall continue as to a person who has ceased to be a trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

6.6 **Insurance.** The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a member, an *ad hoc* member, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a member, an *ad hoc* member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this article.

Article Seven Contracts, Loans, Checks, Deposits and Gifts

7.1 **Contracts.** The Board may authorize any officer or agent of the Corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or sign any instrument in the name of the Corporation, and such authority may be general or confined to specific instances.

7.2 **Borrowing.** No loan shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

7.3 **Checks and Drafts.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness (issued in the name of the Corporation) shall be signed by such officers or agents of the Corporation as shall from time to time be determined by the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President.

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

7.5 **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.

Article Eight Fiscal Year, Books and Minutes

8.1 **Fiscal Year.** The fiscal year and business year of the corporation shall commence on the first day of July in each year, and terminate on the thirtieth day of June of the following year.

8.2 **Books and Minutes.** The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the meetings of its Board.

Article Nine Distribution of Assets Upon Dissolution

If at any time the dissolution of this Corporation is authorized pursuant to the General Not-For-Profit Corporation Act of the State of Illinois, the members of the Governing Board then holding office as such shall distribute the assets of the Corporation remaining after payment, satisfaction and discharge, or adequate

provision therefore, of all liabilities and obligations of the Corporation, to a domestic or foreign corporation, charity or organization engaged in activities substantially similar to those of this Corporation, pursuant to a plan of distribution as duly adopted by the Board. The Board shall incur no personal liability for failure to ascertain, after a reasonable examination, the existence of any contributor.

Article Ten
Amendment to Articles of Incorporation

The Articles of Incorporation of this Corporation may be changed or altered pursuant to the statutes of the State of Illinois. The proposed amendment shall be adopted upon receiving the affirmative vote of at least two-third of the votes of the members of the Governing Board present at a regular or special meeting, provided, however, that such amendment shall not become effective until a certificate of amendment is issued by the Secretary of State of the State of Illinois.

Article Eleven
Amendment to By-Laws

The By-Laws of the Corporation may be repealed, modified altered, or amended at any meeting of the Governing Board, by a unanimous vote of the Board Members in attendance; or by a majority vote of the Board provided, however, that no repeal, modification, alteration or amendment may be adopted at the regular or special meeting where introduced unless the Secretary, at least sixty (60) days before such meeting, shall have mailed to each member a copy of such proposed amendment.

Article Twelve
Retention of Property Interest

All right, title, and interest, both legal and equitable in and to property of the Corporation shall remain in the Corporation. If such property shall be in the possession of a member, Executive Officer, Administrative Officer or such other person so entrusted, it shall be immediately returned to the Corporation in the event of that person's death, resignation, removal or such other action disassociating that person with the Corporation.

Article Thirteen
Rules of Procedure.

The rules contained in the current edition of "Robert's Rules of Order –Revised" shall govern the procedural conduct of the Governing Board and Board of Officers and its committees and advisory bodies in all cases to which they are applicable and in which they are not inconsistent with these By-laws. Additionally, the Board may adopt its own rules of procedure, which shall not be inconsistent with these by-laws.