



**NORTHERN ILLINOIS ALLIANCE OF  
FIRE PROTECTION DISTRICTS**

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**BY-LAWS AND  
BOARD OF DIRECTORS  
POLICY AND PROCEDURE MANUAL**

**NIAFPD Board approved August 28, 2021**

<p><b>NORTHERN ILLINOIS ALLIANCE OF FIRE PROTECTION DISTRICTS</b>  <b>BY-LAWS AND BOARD OF DIRECTORS</b>  <b>POLICY AND PROCEDURE MANAUAL</b></p>
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## **Mission, Vision and Values Statement**

The objectives of this Alliance are to foster the exchange of ideas and information among and between Alliance members; to encourage and promote the advancement of common interests of Fire Protection Districts; to develop a regional resource bank of information; to present educational programs, seminars and materials particularly aimed at the specialized needs of Northern Illinois Fire Protection Districts; to develop and encourage cooperation among Fire Protection Districts; to provide a vehicle and forum for the unified expression of opinions and positions by members upon political, economic or social matters or events of concern to the members of the Alliance. These activities shall be carried out to the extent and in such manner that they further business league purposes within the meaning of Section 501(c) (6) of the Internal Revenue Code of 1986, as amended or superseded from time to time.

**SECTION 1**



**BY-LAWS  
OF  
THE NORTHERN ILLINOIS ALLIANCE OF  
FIRE PROTECTION DISTRICTS  
(Revised August 28, 2021)**

## **ARTICLE I - OFFICES**

The Northern Illinois Alliance of Fire Protection Districts (Alliance) shall maintain in the State of Illinois a registered office and a registered agent at such office and may have other offices within or without the State.

## **ARTICLE II - PURPOSE**

The objectives of this Alliance are to foster the exchange of ideas and information among and between Alliance members; to encourage and promote the advancement of common interests of Fire Protection Districts; to develop a regional resource bank of information; to present educational programs, seminars and materials particularly aimed at the specialized needs of Northern Illinois Fire Protection Districts; to develop and encourage cooperation among Fire Protection Districts; to provide a vehicle and forum for the unified expression of opinions and positions by members upon political, economic or social matters or events of concern to the members of the Alliance. These activities shall be carried out to the extent and in such manner that they further business league purposes within the meaning of Section 501(c) (6) of the Internal Revenue Code of 1986, as amended or superseded from time to time.

No part of the net earnings of the Alliance shall inure to the benefit of, or be distributable to, its directors, officers, members or other private persons, except that the Alliance is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these By-Laws.

Upon the dissolution of the Alliance, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Alliance, dispose of all of the assets of the Alliance in such manner or to such organization or organizations organized or operated exclusively for purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c) (6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue law) as the Board of Directors shall determine.

## ARTICLE III - MEMBERSHIP

**SECTION 1. Classes of Members.** The Alliance shall have three (3) classes of members. The designation of such classes and the qualifications and rights of the members of such classes shall be as follows:

(a) **District Members.** Eligible for district membership are: fire protection districts geographically located in the State of Illinois.

(b) **Associate Members.** Associate Membership shall be available as per the following categories:

1. Friends of the Northern Illinois Alliance of Fire Protection Districts. Any person not working in the field, but who has any interest in fire protection.
2. Patrons or vendors of the Alliance and/or companies who have an interest in the fire protection movement and who wish to contribute to the support of the Alliance.
3. Districts who qualify for general district membership shall not be eligible for associate membership.

(c) **Emeritus Members.** Any person who has been actively involved as a trustee, commissioner, executive officer, or administrator of a member district or a district eligible for membership in the Alliance.

**SECTION 2. Admission to Membership.** Except in the initial election of members, all applicants for membership shall file with the Secretary/Treasurer a written application in such form as the Board of Directors shall from time to time determine.

All applications for membership shall be presented promptly for consideration and investigation to the Board of Directors or to the membership committee, if a membership committee has been appointed by the Board of Directors, and if a membership committee has been appointed it shall report promptly to the Board of Directors.

To be eligible to become and maintain membership in the Alliance, districts, individuals and other entities must submit completed applications designating the type of membership sought, and must pay applicable dues and assessments, and comply with all by-laws, and meet all other requirements for membership as may be established by the Board of Directors.

**SECTION 3. Voting Rights.** Only District Members may cast ballots, conduct business or be eligible for elective office in the Alliance, with only one eligible vote per district. Member districts will be required to keep on file with the Secretary/Treasurer of the Alliance a list of individuals or delegates who are permitted to vote on behalf of the District with alternates listed in rank order in the event the primary delegate is absent from an Alliance meeting. Delegates shall register with the Secretary/Treasurer at the beginning of each meeting to ensure each district receives its vote in the event of a roll call vote. Roll call votes will be held on any matter at the request of any delegate.



**SECTION 4. Termination of Membership.** The Board of Directors by affirmative vote of two-thirds of all of the members of the Board of Directors may suspend or expel a member for cause after an appropriate hearing, and may, by a majority vote of those present at any regularly constituted meeting, terminate the membership of any member who becomes ineligible for membership, or suspend or expel any member who shall be in default in the payment of dues or assessments for the period fixed in Section 9 of Article III of these By-Laws.

**SECTION 5. Resignation.** Any member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments or other charges theretofore accrued and unpaid.

**SECTION 6. Reinstatement.** Upon written request signed by a former member and filed with the Secretary/Treasurer, the Board of Directors may by the affirmative vote of two-thirds of the members of the Board reinstate such former member to membership upon such terms as the Board of Directors may deem appropriate.

**SECTION 7. Transfer of Membership.** Membership in this Alliance is not transferable or assignable.

**SECTION 8. Membership Certificates.** The Board of Directors may issue a certificate for each membership in the Alliance.

**SECTION 9. Failure to Pay Dues or Assessments.** A member in good standing is one whose annual dues and/or any applicable assessments are not more than six (6) months in arrears. A member not in good standing may be reinstated by payment of the current annual dues and any and all assessments which were levied or became due while such person was a member in good standing or subsequent thereto.

#### **ARTICLE IV - MEETINGS OF MEMBERS**

**SECTION 1. Annual Meeting.** An annual meeting of the members shall be held at the annual conference in February of each year for the purpose of electing directors for two (2) year terms and for the transaction of such other business as may come before the meeting. If such day were a legal holiday, the meeting shall be held at the same hour on the next succeeding business Saturday.

**SECTION 2. Meetings.** There may be one other regular meeting of the members of the Alliance, which may be held in conjunction with the Fall Educational Seminar on a date and at a location set by the Board of Directors.

**SECTION 3. Special Meeting.** Special meetings of the members may be called either by the President or a majority of the Board of Directors.

**SECTION 4. Place of Meeting.** The Board of Directors may designate any place, either within or without the State of Illinois, as the place of meeting for any annual, regular or special meeting of the members called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Alliance in the State of Illinois.

**SECTION 5. Notice of Meetings.** Written notice stating the place, date, and hour of any meeting of members, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each member entitled to vote at such meeting not less than five (5) nor more than sixty (60) days before the date of such meeting, or in the case of a removal of one or more directors, a merger, consolidation, dissolution or sale, lease or exchange of assets not less than twenty (20) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, or the Secretary/Treasurer, or the officer or persons calling the meeting. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Alliance, with postage thereon prepaid.

**SECTION 6. Quorum.** A quorum shall be one-third of the qualified District Members of record as of the most recent annual or regular meeting. If a quorum is present, the affirmative vote of a majority of the votes present and voted shall be the act of the members, unless the vote of a greater number is required by the Illinois General Not For Profit Corporation Act of 1986 ("Act") or the Articles of Incorporation. Withdrawal of members from any meeting may cause failure of a duly constituted quorum at that meeting.

## **ARTICLE V - BOARD OF DIRECTORS**

**SECTION 1. General Powers.** The affairs of the Alliance shall be managed by and under the direction of the Board of Directors and Officers. The Board of Directors may employ an Executive Director and such other employees as it deems necessary to manage the affairs of the Alliance under the direction of the Board and President.

**SECTION 2. Number, Tenure and Qualifications.** The number of directors shall be a minimum of five (5) and a maximum of nine (9). Directors must be trustees or fire commissioners of member districts in good standing. The immediate past president of the Alliance shall be a director, provided he or she remains a trustee or commissioner of a member district. In the event the past president is not eligible, the Board of Directors by majority vote may fill the vacancy by a trustee or commissioner of a member district in good standing. No more than two (2) directors shall be serving their district exclusively as members of the Board of Fire Commissioners. No member district may have more than one representative serving as a director or officer. Each director shall hold office for two years, with 50% of the directors to be elected at the annual meeting in odd numbered years and the remaining directors to be elected during even numbered years so as to stagger the terms of the board members. The directors' terms of office shall

commence immediately upon their election, and shall serve until their successors shall have been elected and qualified.

**SECTION 3. Regular Meetings.** The Board of Directors will hold a minimum of four (4) meetings each year, which may be on dates other than regular Alliance meetings.

**SECTION 4. Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them.

**SECTION 5. Notice.** At least three (3) days written notice of any special meeting of the Board of Directors shall be given to each director at the address as shown by the records of the Alliance. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a 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. The business to be transacted at any regular or special meeting of the Board shall be specified in the notice.

**SECTION 6. Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, including any interim board action using electronic means.

**SECTION 7. Manner of Acting.** 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 of Directors, unless the act of a greater number is required by statute, these By-Laws, or the Articles of Incorporation.

**SECTION 8. Resignation or Removal of Directors.**

(a) A director may resign at any time by written notice delivered to the Board of Directors or to the President or Secretary/Treasurer. A resignation is effective when the notice is delivered unless the notice specifies a future date. A director shall be deemed to have resigned upon his or her failing to meet the qualifications for directors set forth in Section, 2 of this Article.

(b) No director may be removed, except as follows:

(1) A director may be removed by the affirmative vote of two thirds of the votes present and voted.

(2) No director shall be removed at a meeting of members entitled to vote unless the written notice of such meeting is delivered to all members entitled to vote on removal of directors. Such notice shall state that a purpose of the meeting is to vote upon the removal of one or more directors named in the notice. Only the named director or directors may be removed at such meeting.

**SECTION 9. Vacancies.** Any vacancy occurring in the Board of Directors shall be filled by the majority vote of the remaining directors. A director appointed to fill a vacancy shall serve the unexpired term of his or her predecessor in office.

**SECTION 10. Compensation.** Directors shall not receive any stated salaries for their services, but may be reimbursed for expenses reasonably incurred for Alliance purposes, upon vote of the Board of Directors.

**SECTION 11. Interim Board Action by Electronic Means.**

- (a) The President of the Board of Directors may authorize the Board of Directors to conduct interim business using electronic means when deemed to be in the best interest of the Board of Directors. "Electronic means" is defined to include any Board of Directors action where a majority of the Board utilizes telephone conference, video conference, voice-over-internet protocol, electronic mail or other related communications technology to participate in a meeting and which provides all participating Directors with a clear, bilateral and identifiable means of meeting participation.
- (b) The President (or designee) must provide at least three (3) days advance written or e-mailed notice to all Directors of his intent to conduct interim board action using electronic means. All Directors shall have a full and fair opportunity to take part in any such meetings, to have a right to hear and to be heard, and to vote on all pending motions. All interim business action that are approved using electronic means must be reduced to writing and later ratified by vote of the Board of Directors at a regular or special board meeting where a quorum of the Board of Directors is physically present.

**ARTICLE VI - OFFICERS**

**SECTION 1. Officers.** The officers of the Alliance shall be President, and Secretary/Treasurer. Officers whose authority and duties are not prescribed in these By-Laws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two offices may be held by the same person. Any officer may also simultaneously serve as a director.

**SECTION 2. Election, Tenure and Qualifications.** The election of officers shall be held at the annual meeting, by ballot, with a majority of votes of district members present at the annual meeting constituting a valid election. Balloting shall be by voice vote unless a secret ballot is requested by a member district present for the voting or at the discretion of the Board of Directors. The Board of Directors may establish a nominating committee whose duty shall be to prepare lists of candidates for the offices that are up for election. An opportunity for nominations for officers from the floor shall be provided at the annual meeting. No seconds are required for such nominations, and any eligible person may submit their own name as a candidate for any office. All officers must be trustees of member districts in good standing with the exception of the

office of treasurer. No member district shall have more than one representative serving as an officer or director.

The officers shall serve staggered two-year terms, which shall commence immediately upon their election at the annual Alliance meeting.

**SECTION 3. Removal.** Any officer may be removed by the Board of Directors in the same manner provided for removal of directors by the Board of Directors.

**SECTION 4. President.** The President shall be the principal executive officer of the Alliance. Subject to the direction and control of the directors and members, he or she shall be in charge of the business and affairs of the Alliance; he or she shall see that the resolutions and directives of the members or directors are carried into effect except in those instances in which that responsibility is assigned to some other person by the Board of Directors; and, in general, he or she shall discharge all duties incident to the office of President and such other duties as may be prescribed by the members. He or she shall preside at all meetings of the members and of the Board of Directors, or arrange for other executive members to preside at each meeting in the following order: Secretary/Treasurer; any member of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Alliance or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, he or she may execute for the Alliance any contracts, deeds, mortgages, bonds, or other instruments which the members have authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Alliance and either individually or with the Secretary/Treasurer or any other officer thereunto authorized by the members, according to the requirements of the form of the instrument. He or she may vote all securities, which the Alliance is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the Alliance by the members. The President may delegate any of his duties and responsibilities to the employees of the Alliance authorized to be hired by the Board of Directors.

**SECTION 5. Secretary/Treasurer.** The Secretary/Treasurer shall be the principal accounting and financial officer of the Alliance. He or she shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the Alliance; (b) have charge and custody of all funds and securities of the Alliance, and be responsible therefore, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. If required by the Board of Directors, the Secretary/Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. Any and all duties of the Secretary/Treasurer may be carried out by the Executive Director, including but not limited to; the maintenance of adequate books of account for the Alliance, having charge and custody of all funds and securities of the Alliance and for the receipt and disbursement of those funds and securities.

The Secretary/Treasurer and/or the Executive Director shall record the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By Laws or as required by law, be custodian of the corporate records and of the seal of the Alliance, keep a register of the post office address of each member which shall be furnished to the Secretary/Treasurer and/or the Executive Director by such member, and perform all duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

**SECTION 6. Executive Director.** The Executive Director is hired by the Board of Directors and shall report to the President and Board of Directors. The Executive Director has day-to-day responsibility for the Alliance, including carrying out Alliance goals and Board policy. The Executive Director will attend all Board meetings, report on the progress of the Alliance, answer questions of Board members and carry out any and all duties assigned by the President or Board of Directors. The Executive Director's salary and compensation shall be set by the Board of Directors as a function of the annual budget process.

## **ARTICLE VII - COMMITTEES**

**SECTION 1. Committees of Directors.** The Board of Directors, by majority vote, may designate one or more Board committees, each of which shall consist of two or more directors, which committees, to the extent not restricted by law, shall have and exercise the authority of the Board of Directors in the management of the Alliance; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him or her by law.

Current Board committees are:

- Education
- By-laws
- Legislative

**SECTION 2. Other Committees.** Other committees not having and exercising the authority of the Board of Directors in the Alliance may be established by the Board of Directors. Members of each such committee shall be members of the Alliance and the Executive Director. The President and Board of Directors shall have authority to appoint and remove committee members.

The current other committee is the Conference Committee.

**SECTION 3. Term of Office.** Each member of a committee shall continue as such until the next annual meeting of the members of the Alliance and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof. A committee member may serve successive terms on such committee.

**SECTION 4. Chairman.** One member of each committee shall be appointed chairman.

**SECTION 5. Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**SECTION 6. Quorum.** A majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**SECTION 7. Rules.** Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

## **ARTICLE VIII - CONTRACTS, CHECKS, DEPOSITS, AND FUNDS**

**SECTION 1. Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Alliance, in addition to the officers so authorized by these By-Laws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Alliance, and such authority may be general or confined to specific instances.

**SECTION 2. Checks, Drafts, Etc.** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Alliance shall be signed by the Executive Director and countersigned by the President or Secretary/Treasurer.

**SECTION 3. Deposits.** All funds of the Alliance shall be deposited from time to time to the credit of the Alliance in such banks, trust companies, or other depositaries as the Board of Directors may select.

**SECTION 4. Gifts.** The Board of Directors may accept on behalf of the Alliance any contribution, gift, bequest, or device for the general purposes or for any special purpose of the Alliance.

## **ARTICLE IX - BOOKS AND RECORDS**

The Alliance shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Alliance may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time. Upon termination of a Board member's, Board officer's or employee's term of office or employment, all Alliance property, records maintained by the individual, and assets shall be returned to the President or Board of Directors along with any account and program log-in information.

## **ARTICLE X - FISCAL YEAR**

The fiscal year of the Alliance shall be fixed by the Board of Directors.

## **ARTICLE XI - DUES AND ASSESSMENTS**

**SECTION 1. Dues.** The Board of Directors may determine from time to time the amount of annual dues payable to the Alliance by members. The Board of Directors shall have the power to remit or waive dues of any member(s), in whole or in part.

**SECTION 2. Assessments.** The Board of Directors may recommend from time to time the amount of any special assessment, which amount and method of calculation of each member's share shall be presented to and subject to the approval of the voting membership at a meeting.

## **ARTICLE XII - SEAL**

The corporate seal shall have inscribed thereon the name of the Alliance and the words "Corporate Seal, Illinois."

## **ARTICLE XIII - WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the Act or under the provisions of the Articles of Incorporation or these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.



## **ARTICLE XIV - AMENDMENTS**

The power to alter, amend, or repeal these By-Laws or adopt new by-laws shall be vested in the voting members of the Alliance or Board of Directors. These Bylaws may be amended when deemed necessary by a majority of either the District membership in attendance and voting at a regular, annual or special meeting or Board of Directors at a regular, special or annual meeting. Proposed amendments must be submitted to the Secretary/Treasurer to be sent out with regular meeting and Board announcements. The by-laws may contain any provisions for the regulation and management of the affairs of the Alliance not inconsistent with the law or the Articles of Incorporation. Upon any such alteration, amendment or repeal by the Board of Directors, notice shall be published to all members within seven (7) days of any such action by the Board of Directors. Any such alteration, amendment or repeal shall take effect thirty (30) days after the publication of such notice unless, within that thirty (30) day period, a petition objecting to such alteration, amendment or repeal, signed by at least one (1) District member in good standing is received by the Secretary/Treasurer, President or Executive Director. In the event that such a petition is timely received, the alteration, amendment or repeal shall not take effect, but shall abate until the next regular, annual or special meeting of the membership, at which time the alteration, amendment or repeal shall be put to a vote of the membership. A majority of the membership in attendance and voting shall decide the question.

## **ARTICLE XV - INDEMNIFICATION OF OFFICERS AND DIRECTORS, EMPLOYEES AND AGENTS—INSURANCE**

(a.) The Alliance may 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 criminal, administrative or investigative (other than an action by or in the right of the Alliance) by civil reason of the fact that he or she is or was a director, officer, employee or agent of the Alliance, or who is or was serving at the request of the Alliance as a director, officer, employee or agent of another 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 such person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Alliance, 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, order, 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 Alliance, and, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

(b.) The Alliance may 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 Alliance to procure a judgment in its favor by reason of the fact that he or she is or was a director,

officer, employee or agent of the Alliance, or is or was serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person 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 Alliance, provided 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 Alliance, 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 the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(c.) To the extent that a director, officer, employee or agent of the Alliance has been successful, on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d.) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the Alliance only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections (a) or (b). Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the members entitled to vote, if any.

(e.) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Alliance in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Alliance as authorized in this Section.

(f.) The indemnified provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, 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, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g.) The Alliance shall purchase and maintain insurance and fidelity bond on behalf Alliance officers and executive director and may, at the discretion of the Board of Directors, purchase and maintain such insurance and fidelity bond on behalf of any other employee or agent of the Alliance, or who is or was serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Alliance would have the power to indemnify such person against such liability under the provisions of this Section.

(h.) If the Alliance has paid indemnity or has advanced expenses under this Section to a director, officer, employee or agent, the Alliance shall report the indemnification or advance in writing to the members entitled to vote or before the notice of the next meeting of the members entitled to vote.

(i.) For purposes of this Section, references to "the Alliance" shall include, in addition to the surviving Alliance, any merging Alliance (including any Alliance having merged with a merging Alliance) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that any person who was a director, officer, employee or agent of such merging Alliance, or was serving at the request to the surviving Alliance as such person would have with respect to the merging Alliance if its separate existence had continued.

(j.) For purposes of this Section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Alliance" shall include any service as a director, officer, employee or agent of the Alliance which imposes duties on, or involves services by such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believes to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Alliance" as referred to in this Section.

**SECTION 2**



**THE NORTHERN ILLINOIS ALLIANCE OF  
FIRE PROTECTION DISTRICTS**

**BOARD POLICIES**

(Revised August 28, 2021)

## **Code of Ethics and Code of Conduct**

### **NORTHERN ILLINOIS ALLIANCE OF FIRE PROTECTION DISTRICTS CODE OF ETHICS**

We, the members of the Northern Illinois Alliance of Fire Protection Districts, believe in the principles underlying the government of the United States of America and in their perpetuation as a way of life. We desire to assist in bettering the relationship between the Northern Illinois Alliance of Fire Protection Districts, all other public officials, and the people of our towns and other communities.

- We endorse the following principles and ethical code, and firmly resolve to:
- Uphold and defend civil government as established to protect all persons in the enjoyment of their natural heritage;
- Uphold and defend the ideals and the goals of our communities;
- Promote the adoption and the application of the highest professional standards;
- Endeavor to live by, and to encourage the daily practice of the Golden Rule;
- Consider it our duty and our privilege to improve continually our natural ability and usefulness as public officials;
- Serve the best interest of all people, ever mindful of our sacred trust and;
- Endeavor to perform all tasks that may be ours to perform with a practical, harmonious, and constructive attitude of goodwill.
- The NIAFPD and directors shall strive to protect any and all Personal Information which they come to possess or control and never knowingly or intentionally sell or release that information to the best of our ability.

## **SEXUAL HARASSMENT POLICY**

### **A. Generally**

It is the policy of the Northern Illinois Alliance of Fire Protection Districts to strictly prohibit sexual harassment in the work place. No employee shall be harassed by another employee or supervisor on the basis of sex. No action shall be taken affecting an employee (either favorably or unfavorably) on the basis of conduct that is not related to work performance. Any officer or employee who is found, after appropriate investigation, to have engaged in sexual harassment of another employee will be subject to appropriate disciplinary action, depending upon circumstances, up to and including termination.

### **B. Definition of Sexual Harassment**

1. In the case of sexual harassment of any employee by another employee or officer, sexual harassment means any:
  - a. Unwelcome sexual advances;
  - b. Request for sexual favors; or
  - c. Any conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
  
2. Sexual harassment prohibited by this policy includes verbal or physical conduct. The terms intimidating, hostile or offensive as used above include conduct which has the effect of humiliation, embarrassment or discomfort. Even conduct that is intended to be "innocent" may still constitute sexual harassment if it falls within the terms of this policy. If anyone expresses concern that behavior may have violated this policy, please respect his or her concerns. Regardless of intent, how others interpret your behavior is important. This policy is not meant to interfere with or discourage friendships among employees. However, employees and officers must be sensitive to acts or conduct that may be considered offensive by other employees.

3. The following are examples of sexual harassment:
  - a. Verbal: sexual innuendo, suggestive comments, insults, threats, jokes about gender-specific traits or sexual propositions;
  - b. Nonverbal: making suggestive or insulting noises, leering, whistling, giving letters, gifts, and/or materials of a sexual nature or making obscene gestures;
  - c. Physical: touching, pinching, brushing the body, and coercing sexual intercourse, exposing oneself or assault.
  
4. Employees and officers are strongly discouraged from seeking a romantic or amorous relationship with another employee. Under no circumstances may an employee or officer repeatedly ask another employee to date, apply pressure to have a relationship, or retaliate in any way due to an employee's decision not to date or have a relationship.

C. **Complaints**

An employee is not required to directly confront the person who is the source of his or her report, question or complaint before notifying any of those individuals listed. Nevertheless, an employee is required to make a reasonable effort to make wrongdoing or conflict known should it exist. It is not necessary for sexual harassment to be directed at the person making the complaint.

Complaints alleging a violation of this policy are encouraged and must be brought to the attention of the appropriate Alliance officials as soon as possible after the alleged incident of sexual harassment. If you are aware of workplace conflict or wrongdoing taking place, you must immediately discuss your questions, problems, complaints or reports with your direct supervisor. If you feel uncomfortable doing so or if your direct supervisor is the source of the problem, condones the problem, or ignores the problem, immediately report to your supervisor's supervisor. If neither of these alternatives is satisfactory to you, then you can immediately direct your questions, problems, complaints or reports to the Executive Director.

The Executive Director shall establish a complaint procedure pursuant to this policy. However, employees may choose to file a charge with the Illinois Department of Human Rights/Illinois Human Rights Commission, 100 W. Randolph St., Suite 10-100, Chicago, Illinois 60601, 312-814-6200, or with the federal Equal Employment Opportunity Commission, 500 W. Madison St., 28<sup>th</sup> Floor, Chicago, Illinois 60661, 312-353-2713. The Alliance will make every effort to ensure that those named in the report or who are too closely associated with those involved in the report will not be part of the investigative team. The Alliance reserves the right and hereby provides notice that third parties may be used to investigate sexual harassment claims.

Complainants are entitled to confidentiality and respect during the investigation process and shall not be subjected to harassment or retaliation as a result of having filed a complaint or appealed a decision. The Alliance, the State Officials and Employees Ethics Act, the Whistleblower Act, and the Illinois Human Rights Act prohibit retaliation made against any employee who alleges a good faith complaint of sexual harassment, or who participates in any related investigation. Anyone who violates this rule is subject to disciplinary action, up to and including termination, unless otherwise prohibited or provided under state law. Caution must be exercised, however, to accurately state the facts giving rise to the complaint and to avoid groundless complaints. Grossly inaccurate or groundless complaints made in bad faith may subject the complainant to disciplinary action.

D. **Harassment Prevention Training**

All officers, directors and employees, and any person employed by the Alliance who is required to register as a lobbyist under the Lobbyist Registration Act must annually complete a sexual harassment training program provided by the Secretary of State or other approved provider or program. Those qualifying employees must complete this training program within 30 days of registration or renewal.

**LEGAL REF.: 42 U.S.C. 2000e-2; 29 C.F.R. 1604.11; 775 ILCS 5/2-101(E), 2-102(D) and 2-105; 740 ILCS 174/15; 25 ILCS 170/4.7**



## **SEXUAL HARASSMENT COMPLAINT PROCEDURE**

### **A. Complaint Procedure**

#### **1. Step 1**

Any employee who feels that he or she is the victim of sexual harassment, or has otherwise observed sexual harassment in the workplace, should immediately report the matter in writing to his or her immediate supervisor. The supervisor shall take steps to investigate the matter and take any appropriate action deemed necessary and inform the employee in writing of the action. If disciplinary action is warranted, the supervisor shall take the matter to the proper Alliance official for action.

#### **2. Step 2**

If the complainant is not satisfied with the determination or action by their supervisor, he or she may request in writing that the Executive Director or his/her designee review the matter. The complainant must submit the request to the Executive Director or designee within ten (10) working days of the date of receipt of the supervisor's determination at Step 1.

The Executive Director shall review the matter and take any action deemed appropriate within ten (10) working days of receipt of the request for review and inform the employee in writing of the action.

#### **3. Step 3**

If the complainant is not satisfied with the decision rendered by the Executive Director, the matter may be appealed to the Board of Directors. Notice of intent to appeal to the Board must be submitted to the Executive Director within ten (10) working days of the receipt of the Executive Director's or designee's decision. Upon receipt from the complainant of written notice of intent to appeal to the Board, copies of the complaint and any written materials prepared during the investigation at any prior level of review shall be forwarded by the Executive Director to the Board.

The Board shall review all of the relevant documents no later than the second regularly scheduled meeting after the receipt of the notice of intent to appeal and shall render its written decision or take a course of action within ten (10) working days of the date upon which the review is held.

### **B. Guidelines for Investigations**

Complainants are entitled to confidentiality and respect during the investigation process, and shall not be subjected to harassment or retaliation as a result of having filed a complaint or appealed a decision. However, grossly inaccurate or groundless complaints made in bad faith may subject the complainant to disciplinary action.

If the complainant's immediate supervisor is the subject of the complaint, then the

complainant shall report the matter to the next superior officer. In all other cases, if the decision maker at any step of the procedure is the subject of the complaint, then that step shall be bypassed and the complainant shall proceed to the next step of the complaint procedure.

**LEGAL REF.: 42 U.S.C. 2000e-2; 29 C.F.R. 1604.11; 775 ILCS 5/2-101(E), 2-102(D) and 2-105; 740 ILCS 174/15; 25 ILCS 170/4.7**

## **CONFLICT OF INTEREST POLICY**

### **Statement of Policy**

A possible conflict of interest exists when a director has a material personal interest, either direct or indirect, in a proposed transaction involving the Northern Illinois Alliance of Fire Protection Districts. When a director has an interest in a transaction being considered by the Alliance, the director should disclose that conflict before the board of directors or staff member takes action on the matter. Any board member having a conflict of interest will not vote or use his or her personal influence on the matter and will not be present when the matter is discussed by the board. The minutes of the meeting will reflect that a disclosure was made, and the abstention from voting.

This policy also will apply to immediate family members, the Alliance's committees. Directors, committee members, staff members, and officers of the Alliance will be required to attest annually to their familiarity with this policy and to provide information concerning any possible conflict of interest so that disclosure, if necessary, is made.

Board members, support staff and their immediate families will not benefit materially from the organization beyond receipt of salaries, fringe benefits, and reimbursement for authorized expenses. Board members and employees shall maintain the confidentiality of private information.

### **Definition of Material Personal Interest**

A material personal interest is:

- An ownership or investment interest in any entity with which this organization has a transaction or arrangement;
- A compensation arrangement with the organization or with any entity or individual with which the organization has a transaction or arrangement; or
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts, favors, and non-financial benefits that are not insubstantial.

### **Procedures**

1. The interested director(s) will disclose to the Board, preferably in writing, the material facts as to his or her material personal interest in the transaction and in any corporation, partnership, association or other organization involved in the transaction prior to the meeting at which the Board acts upon the transaction.
2. The interested director(s) will absent himself or herself from the meeting while the transaction is discussed and acted upon.
3. A disinterested director, or other disinterested party familiar with the transaction, will present evidence of the fairness of the proposed transaction, such as competitive bids or comparable price quotations.
4. The vote of a majority of the disinterested directors participating in the meeting and constituting a quorum, after reaching a decision regarding whether the proposed transaction is fair to the organization, will be required for approval of the transaction. The minutes for the meeting will reflect that a disclosure of interest was made and that the interested director(s) abstained from voting and was not present during the Board's consideration of the transaction.
5. These procedures (i) will apply to transactions approved after the date of adoption of this policy; (ii) will not apply to reimbursement of expenses actually incurred by any director in the course of performing his or her duties as such; and (iii) may be waived or altered in any particular case by vote of a majority of the full Board of Directors for good cause shown.

### **Potential Conflict Report**

To assist in implementing this Policy, each proposed new Board member will file a Potential Conflict Report in the form of Exhibit A hereto in connection with the selection process. Existing Board members will file a Potential Conflict Report annually, in February, with the Executive Director, whose responsibility it will be to oversee the annual distribution of such forms to existing Board members.

Exhibit A

**Northern Illinois Alliance of Fire Protection District**

**Director and Executive Director Conflict of Interest Policy  
Potential Conflict Report For Fiscal Year 20\_\_**

Please answer all questions. If the answer is “yes,” please explain. An affirmative response does not imply that the relationship is improper or that it should be terminated.

During the past twelve months, have you or any related party [1] had any interest, direct or indirect, in any contract or transaction with the Northern Illinois Alliance of Fire Protection Districts?

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Do you or any related party have any interest, direct or indirect, in any pending or proposed contract or transaction with the Northern Illinois Alliance of Fire Protection Districts?

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Do you or any related party have any other interest, which might conflict, or might be perceived to conflict, with your duty of loyalty to the interests of the Northern Illinois Alliance of Fire Protection Districts?

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The answers to the foregoing are accurate to the best of my knowledge and belief, and I will promptly notify the Executive Director of the Northern Illinois Alliance of Fire Protection Districts of any change, which would make any of the answers no longer accurate.

Name: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

[1] For this purpose, a “related party” is defined as members of your immediate family, which includes your spouse, children, siblings, and parents; estates, trusts, partnerships, limited liability companies, corporations and other entities in which you or any member of your immediate family has a present or vested future beneficial interest or serves as an officer, director, or trustee, other than entities in which you and your immediate family members in the aggregate own less than five percent in value of all traded securities.

### **Condolences Policy**

The Northern Illinois Alliance of Fire Protection Districts is an organization which brings together a wide variety of Fire Protection District officials and many others who support our mission. From time to time, we face the loss of a member, associate, or friend of the NIAFPD. In order to not only convey the condolences of the Alliance but to also honor the life and contributions that individual has provided to our organization and the Illinois Fire Service, the Alliance has an obligation to respond in a meaningful yet measured manner.

The following guidelines shall be followed:

A donation may be made either in the form of flowers to the funeral home or a monetary contribution to a charity of the family's choosing.

- NIAFPD current or past Board Director or Officer - Maximum \$100
- NIAFPD District Member Trustee, Commissioner or Chief Officer - Sympathy cards mailed to the decedent's family and Fire District Station
- Associate Member - Sympathy cards mailed to the decedent's family and company office
- Friend of the NIAFPD - Sympathy card mailed to the decedent's family
- Special recognition - Maximum \$100 - To be determined on a case-by-case basis - Decided by NIAFPD officers and Executive Director

### **Board Meeting Attendance Policy**

Directors are expected to attend each quarterly board meeting, attend the annual conference and attend all NIAFPD sponsored training events. Participation in other sponsored events (state fair, legislative action days, etc.) is highly encouraged. Directors are expected to review all materials prior to a board meeting and to participate in discussion. Directors will be assigned or volunteer for subcommittee positions.

All meetings and interactions will be held in a friendly and professional collegiate manner.

If a board member misses more than two board meetings annually, consideration of continued participation should be assessed. and the board may vote on termination of that director's position. If the board member is terminated by such a vote a replacement may be made in accordance with the provision for filling vacancies.

### **Board Application policy**

Individuals interested in filling director vacancies will be taken from active members. A resume, and letter of interest should be submitted to the board for interim vacancies. Director terms are discussed in the bylaws along with voting and appointment procedures.

**Mileage Reimbursement policy**

Board members can submit an expense form for mileage reimbursements for attending board meetings. Mileage will be reimbursed at the IRS rate.

Meals, travel, lodging, office expense and other expenses will be approved by the President and Executive Director and submitted to the board of directors in financial reports.

**Equal Employment Opportunity Policy**

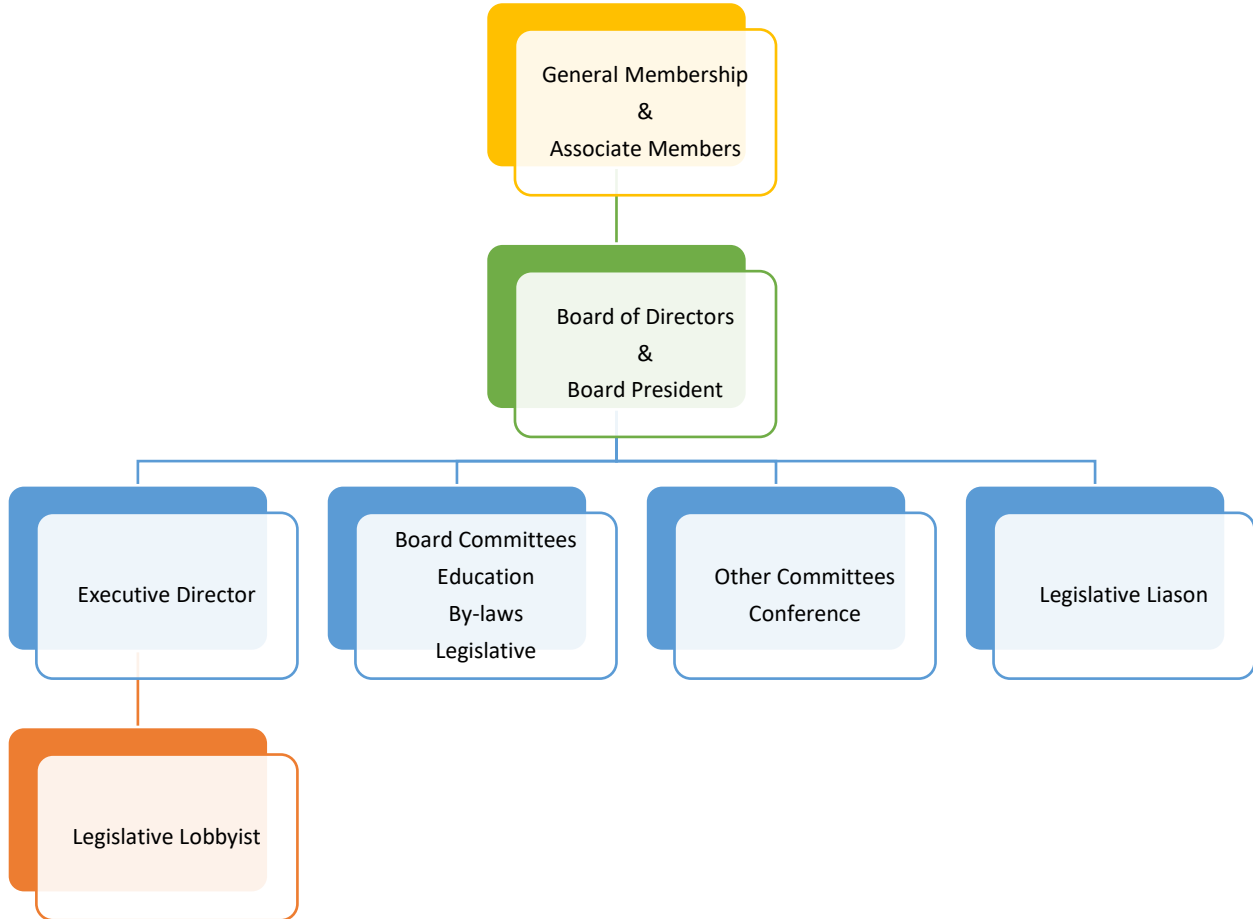
The Alliance is an equal employment opportunity employer and shall make employment decisions based on merit without regard to an individual being a member of a protected class pursuant to federal or state law.

**Data Breach Policy**

In the event of a data breach resulting in the disclosure of private information of a member or third parties, the Alliance will take appropriate steps to notify affected persons and members of the data breach in accordance with federal and state law.

## Board Operations

### ORGANIZATION CHART



Terms of Office – refer to by-laws

Roles and Responsibilities of Board – refer to by-laws

Board Officers and Directors – refer to by-laws

Board Committees – refer to by-laws

Other Committees – refer to by-laws

List of Board Members and Contact Information will be kept by the Executive Director and updated on the website.

Executive Director, Legislative Liaison and Legislative Lobbyist shall be subject to appointment and removal by the Board of Directors.

Board Meeting Agendas and Minutes- will be managed by the Executive Director and presented to the full Board.

Committee Meeting Agendas and Minutes - will be managed by the Executive Director and presented to the respective committee and to the Board.

## **Programs/Products and Marketing**

The Executive Director, subcommittee or program chair will provide Program Planning for Each Program/ training event and present it to the Board of Directors. Program planning will include but not be limited to; Program overview, Market Analyses, Objectives, and a wrap-up post event.

## **Awards**

***Presidential Service Award*** - is presented to an individual or organization that has made significant contributions to the NIAPFD.

***Fire District of the Year Award***– promotes goals and objectives of the *NIAFPD* and the *Fire Service* throughout the state. Global look: Efforts and contributions:

***Associate of the Year Award*** – is presented to an associate vendor that has made significant contributions to the NIAPFD.

***Legislator of the Year Award*** – is presented to an elected official or government office that has made significant contributions to the NIAPFD.

***Service Recognition Award*** – is presented to an individual that has made significant contributions of time and effort to the NIAPFD. i.e.: Board members, committee persons etc.

***Carl Roscher Award – An exclusive limited award:*** Leadership award for persons, who have achieved outstanding results in the best interest of the fire service and the NIAFPD.

## **Finance**

The Executive Director is responsible for executing the policies and directives of the board. Fiscal transparency is expected with reporting quarterly to the Board of Directors. Reporting will include:

Copies of all bank statements, credit card statements, money market statements

Copies of GL and accounting entries (all deposits and expenses)

Balancing statement from bank statements to GL

Copy of all tax filings and payroll filings and payments

All member payments and status

All member past due accounts

Associate Member status

All Director reimbursements for expenses

All IRS or other notices received

All expenses paid to the Executive Director including reimbursement for office supplies, travel etc.

The Board of Directors and the Executive Director shall maintain the confidentiality of private information, including the financial accounts of the Alliance and its Members.

## **The Executive Director will provide to Board of Directors:**

Yearly Budget

Program Budgets

Monthly Financial Statements

Audit Reports

Tax Returns



**The Executive Director will update the Board members at each Board meeting all Fundraising and Donations activity**

Sponsorship

Donations and Memorials

**The Board of Directors will review annually:**

All Policies and Procedures

Compensation and Benefits

Code of Ethics and Code of Conduct statements

Provide an annual performance review for the Executive Director

**Staff Policies and Procedures**

Compensation and Benefits will be determined by the Board of Directors

Code of Ethics and Code of Conduct acknowledgement is required from the Executive Director

Document Retention and Destruction Policy – per IRS guidelines

Performance Management – an annual performance review will be conducted

Office Supplies – will be paid for by NIAFPD

Office Space – will not be reimbursed

Staff Travel and Expense will be reimbursed upon prior approval

Tax filings and audit will be completed on time

Fire Guard will be sent to members at least semi-annually

## **SECTION 3**



**NIAFPD**  
**Northern Illinois Alliance of Fire Protection Districts**  
[www.niafpd.org](http://www.niafpd.org)

### **Executive Director Job Description (updated 8/28/21)**

This is a salaried, part-time position. As such there are no health insurance, vacation, sick leave or other employment benefits provided.

The Executive Director is the single point of contact and key management leader of Northern Illinois Alliance of Fire Protection Districts (NIAFPD). The Executive Director is responsible for overseeing the administration, programs and strategic plan of the organization. Other key duties include fundraising, marketing, and community outreach. The position reports directly to the President and the Board of Directors.

#### **GENERAL RESPONSIBILITIES:**

**Board Governance:** Works with the President and the Board of Directors in order to fulfill the organization mission.

- Responsible for leading NIAFPD in a manner that supports and guides the organization's mission as defined by the Board of Directors and increases the overall visibility of the organization throughout the State.
- Responsible for communicating effectively with the Board and providing, in a timely and accurate manner, all information necessary for the Board to function properly and to make informed decisions.
- Report to and work closely with the President and the Board of Directors to seek their involvement in policy decisions.

#### **Financial Performance and Viability:**

- Help develop resources sufficient to ensure the financial health of the organization.
- Responsible for the fiscal integrity of NIAFPD, to include submission to the Board of a proposed annual budget and quarterly financial statements, which accurately reflect the financial condition of the organization.

- Responsible for fiscal management that generally anticipates operating within the approved budget, ensures maximum resource utilization, and maintenance of the organization in a positive financial position.
- Acquire and handle physical mail.

Accounts Payable-QuickBooks Desktop Pro will be used for the payment of invoices.

Invoices will be paid by the invoice due date.

Invoices will be approved by the Executive Director and may be approved by the President at time of payment.

An accounts payable report will be submitted to the Board of Directors for their approval at all meetings of the board.

Two signatures are required for accounts payable checks. A facsimile signature of the President may be used.

Accounts Receivable -QuickBooks Desktop Pro and WebLink International or other approved program will be used to record all payments.

- NIAFPD Credit Card will be used for travel expenses and other purchases in connection of the organization. Cards are issued to the President and Executive Director. Purchases will be approved by the President and Executive Director monthly; all receipts will be filed with the monthly invoice, ACH may be a form of payment for credit card charges

#### Organization Mission and Strategy:

- Works with board and staff to ensure that the mission is fulfilled through programs, strategic planning and community outreach.
- Responsible for implementation of NIAFPD's programs that carry out the organization's mission.
- Responsible for strategic planning to ensure that NIAFPD can successfully fulfill its Mission into the future.
- Responsible for the enhancement of NIAFPD's image by being active and visible in the State and by working closely with other fire service organizations.

#### Organization Operations.

- Oversees and implements appropriate resources to ensure that the operations of the organization are appropriate.
- Responsible for the effective administration of NIAFPD operations.
- Responsible for signing all notes, agreements, and other instruments made and entered into and on behalf of the organization.

#### Educational Qualifications:

- Hold a minimum of a bachelor's degree or equivalent experience in Fire District administration or public service.

- A good knowledge of computers and computer programs such as Microsoft Office Suite, Quicken/QuickBooks and web development software.

Professional Qualifications:

- A strong working knowledge of Illinois fire protection districts.
- Transparent and high integrity leadership.
- Solid, hands-on, budget management skills, including budget preparation, analysis, decision-making and reporting.
- Strong organizational abilities including planning, delegating, program development and task facilitation.
- Ability to convey a vision of NIAFPD's strategic future to the board, membership, and sponsors.
- Knowledge of sponsors relations unique to nonprofit sector.
- Skills to collaborate with and motivate board members.
- Strong written and oral communication skills.
- Marketing and other communications skills.
- Proficiency in the development, updating and maintenance of the NIAFPD website as well as the organization's presence in other social networking venues.
- Strong public speaking ability.
- Ability to work effectively in collaboration with diverse groups of people.
- Passion, idealism, integrity, positive mission-driven attitude, and self-directed.
- Availability to devote a total of approximately 1000 hours annually. It must be understood that the workload will not necessarily occur at a consistent pace and will include periods of heavier time commitment.

Actual Job Responsibilities:

1. Serving as NIAFPD's primary spokesperson to the organization's constituents, the media and the general public.
2. Planning and operation of annual budget.
3. Maintaining the membership database including the invoicing and collection of annual dues and lobbyist assessments.
4. Maintaining official records and documents of the organization, ensuring compliance with federal, state and local regulations and filing of all tax forms and other necessary reports.
5. Handle payroll functions.
6. Provide balanced checking/investment accounts, credit card billing and GL reports monthly and report to board quarterly.
7. Review Conference budgets with committee and board.
8. Work with auditors to prepare and complete annual tax returns and any other filings.
9. Establishing employment and administrative policies and procedures for all functions and for the day-to-day operation of the NIAFPD.
10. Establishing and maintaining relationships with various organizations throughout the state and utilizing those relationships to strategically enhance NIAFPD's Mission.
11. Strategic planning and implementation.
12. In cooperation with the Conference and Education committees, oversee the organization of the NIAFPD Annual Conference and other educational events throughout the year.
13. Representing the organization with the Illinois Association of Fire Protection Districts and the Illinois Fire Chiefs Association on Legislative Day in Springfield, Illinois Fire Services Caucus, Illinois State Fair and other events as directed by the President or board.

14. Oversee marketing and other communications efforts.
15. Review and approve contracts for services.
16. Ensuring that the board is kept fully informed on the condition of the organization and important factors influencing it.
17. Establishing and maintaining sound working relationships and cooperative arrangements with related fire service and legislative organizations.
18. Representing the programs and point of view of the organization to agencies, organizations, and the general public.
19. Being responsible for developing and maintaining sound financial practices.
20. Jointly, with the President and Secretary/Treasurer of the board of directors, conducting official correspondence of the organization, and jointly, with designated officers, executing legal documents.
21. Being responsible for the PAC Fund filings as well as the generation of the monthly and quarterly reports.
22. Performing other duties as assigned by the President and the Board of Directors.

**Appendix:**

**Charter Documents**

Articles of Incorporation

IRS Letter of Determination Granting 501 (c) Status