



Indiana Police Accreditation Coalition

Bylaws



ARTICLE I NAME

- Section 1 The organization shall be known as the Indiana Police Accreditation Coalition, Inc. (INPAC).
- Section 2 Current members of INPAC may use the name, emblem or insignia of the Indiana Police Accreditation Coalition in order to signify or denote their affiliation there with.
- Section 3 In the case of prospective for profit uses of the name, emblem or insignia of the Indiana Police Accreditation Coalition such permission may be withheld by the Board of Directors.

ARTICLE II PURPOSE

INPAC supports the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) concept of accreditation for law enforcement agencies as a means to enhance the quality of law enforcement services within Indiana and surrounding states. To this end, INPAC will serve as a non-profit organization to provide a network for member agencies that will encourage communication, mutual cooperation, and support and the sharing of resources.

ARTICLE III MEMBERSHIP

Regular membership shall be open to any qualified law enforcement or public safety agency interested in the process of attaining or maintaining accreditation as administered by CALEA,

the Indiana Law Enforcement Accreditation Commission (ILEAC), and/or any other state law enforcement accreditation commission or organization. Membership shall be granted upon receipt of a completed membership application and annual dues.

Associate membership shall be open to members of governmental agencies whose function affects, or is affected by, the accreditation process, or wishes to maintain membership to network with agencies as a resource to benefit their agency in terms of policy making. Associate membership shall be granted upon receipt of a completed membership application and annual dues and majority vote of the Board of Directors. Associate members shall not have a vote during business meetings, except as otherwise required by Indiana law, or hold an elected office.

ARTICLE IV ORGANIZATION

The officers of INPAC shall be President, Vice President, Secretary, Treasurer and Immediate Past President. They shall be elected by a majority of written ballots cast by the regular members and shall serve a term of two years. Member's whose agency is in good standing shall be eligible for any office. The President and Secretary shall take office during odd years, and the Vice President and Treasurer shall take office during even years. Members of the same agency may not hold more than two (2) offices on the Board of Directors.

Authority to direct and carry out all powers and business of INPAC shall be vested in the Board of Directors. The Board of Directors shall be comprised of elected officers. Directors shall serve on the Board until their successors are elected, or until their death, resignation, disqualification, or removal.

A majority of the Directors shall be necessary to constitute a quorum for the transaction of any business. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present shall be the act of the Board of Directors unless otherwise provided for by the Bylaws, or the Articles of Incorporation.

ARTICLE V DUTIES OF OFFICERS

PRESIDENT - The President is the Chief Executive Officer of INPAC and shall preside at all meetings, sign the record thereof, and shall have general charge and control of INPAC's business affairs. The President is the official spokesperson for INPAC, and in general, shall perform all duties usually incident to such office or as may be required to achieve the purpose of the organization. The President shall also serve as INPAC's liaison with CALEA and ILEAC.

VICE PRESIDENT – The Vice President shall perform the duties of the President in the absence or disability of the President and shall perform duties as may be required to achieve the purpose of the organization.

SECRETARY – The Secretary shall keep an accurate record of all proceedings of the organization, be responsible for notification of appropriate members of scheduled meetings and other events of INPAC, keep proper records of correspondence, and, upon expiration of term of office, deliver all books, papers, and property of the organization to the successor or to the President.

TREASURER – The Treasurer shall have charge of all funds of INPAC, disburse the same under direction of the officers, and keep an accurate account of the finances of the organization, in books provided for that purpose. The Treasurer shall present at each meeting a written statement of financial dealings. Upon expiration of term of office, the Treasurer shall deliver all monies and property of INPAC to the President, who will appoint a committee to audit the financial records. Upon completion, the committee will issue a report as to their findings. An audit may be conducted at any time deemed necessary by the Board of Directors.

IMMEDIATE PAST PRESIDENT – The Immediate Past President will serve as a full officer of the organization and will act as an advisor to the President and other officers regarding business of INPAC. The Immediate Past President shall serve as Parliamentarian at the INPAC meetings. The Immediate Past President will be a full voting member of INPAC during the tenure as Immediate Past President. When no longer the immediate past president, the past president will be a lifetime member of INPAC. The past president may vote on matters of INPAC as a voting regular member.

ARTICLE VI NOMINATION AND ELECTION OF OFFICERS

Nominations of officers will be conducted at the August meeting. Nominations will be confirmed with potential candidates before the October meeting. Confirmed nominations will be presented to the membership during the October meeting.

After confirmation of nominated candidates, a ballot naming the office and members nominated for that office will be created and sent electronically to each member agency. Each member agency will designate a representative as the voting member. The voting member will cast their vote prior to the established deadline. The votes will be tabulated and a report of the final results will be provided to the INPAC President or his/her designee. The results will be announced at the December INPAC meeting. In each office, the member receiving the highest number of votes will be declared as elected and will prepare to assume office during the February meeting. The ballot and ballot report will be retained for at least 14 days in case of a challenge to the election results.

Should the President leave or otherwise vacate the office, the Vice President will assume the title and duties of President. Should the Vice President leave or otherwise vacate office, an election will be held to fill the vacancy providing time remaining in the unexpired term permits, if time does not permit, the Board of Directors will appoint a member to fill the unexpired term of that office.

To prevent any one agency from dominating, votes shall be cast by agency; one vote per agency, regardless of the number of persons representing the agency. Associate members are not eligible to be officers of INPAC and are not eligible to cast votes in elections of INPAC officers.

The Board of Directors will hold office at the direction of the members of INPAC. They owe the highest standard of care and professional ethics in their dealings on behalf of INPAC and will ensure the organization is meeting its stated purpose. Members of the Board of Directors may be removed, only by the affirmative vote of a two-thirds (2/3) majority of the full membership. A motion of removal will be made by a regular member. A motion of removal will be accepted for reasons of non-attendance, malfeasance, or violation of Article V of these Bylaws.

ARTICLE VII MEETINGS

- Section 1 INPAC meetings shall be held during the months prior to and following each CALEA conference. Members will be notified in advance, by the Secretary, of the location, date, and time of each meeting.
- Section 2 The President shall have the power to call a special meeting of the Board of Directors at any time.
- Section 3 The President or a request of the majority of the Board of Directors shall have the power to call a special meeting of the membership setting the date, time and place. The Secretary shall notify all members of the date, time, place, and purpose of the meeting.

ARTICLE VIII MEETING MINUTES

The membership shall approve minutes of each meeting. Minutes shall be accessible to all members electronically. Copies of the previous meeting minutes will be available at all regular meetings.

ARTICLE IX QUORUM

At all scheduled meetings, attendance of one-third (1/3) of all members eligible to vote shall constitute a quorum for the transaction of INPAC business.

ARTICLE X
ORDER OF BUSINESS

Meetings shall be opened by the President. At each meeting, the order of business shall include but not be limited to:

- Call to Order
- Reading of the minutes of the previous meeting and acting thereon.
- Reports from the President, Vice President, Secretary, and Treasurer.
- Reports from committees.
- Unfinished business.
- New business.
- Adjournment.

ARTICLE XI
COMMITTEES

The President may appoint a Committee to perform and/or research tasks and carry out other duties the organization may require.

ARTICLE XII
PARLIAMENTARY PROCEDURE

- Section 1 Except as provided in the By-Laws, Robert's Rules of Order (revised) shall govern the conduct and deliberations of the meetings of INPAC.
- Section 2 The Immediate Past President shall serve as Parliamentarian at the INPAC meetings.

ARTICLE XIII
VOTING ON MATTERS OF BUSINESS

To prevent any one agency from dominating the affairs of the organization, votes will be cast by regular membership agencies with one vote per agency regardless of agency size or number officers in attendance from the agency. Other than election or removal of officers, members must be present to vote. Elections, removal of officers and INPAC business will be accomplished by voice vote, show of hands or roll call vote as the officers and members may consider appropriate. The President shall not vote, except to break ties. Except as otherwise stated in these Bylaws, a majority vote is a simple majority. If more than two persons or more than two alternatives may be voted upon, the person or alternative receiving the plurality of votes will prevail.

The Board of Directors may authorize spending in the amount not to exceed \$1000 upon a unanimous vote of all Board members. The purpose of the expense will be explained at the next regular meeting and recorded in the minutes.

ARTICLE XIV CHANGES TO BYLAWS

The members of INPAC will have the power and authority to amend, repeal, or add to these Bylaws or any of its provisions. Any such changes in the Bylaws must be proposed at one meeting and voted on at the next meeting. The Secretary must send notice of the proposed bylaw amendment to all voting members prior to the meeting at which the vote will be taken. A two-thirds (2/3) majority vote of the voting membership will be necessary for any bylaw change. Any approved bylaw changes will be effective on approval.

ARTICLE XV DUES

Membership dues shall be \$150 annually per member agency. Invoices will be sent in January of each calendar year. Dues not received by May 1st will be considered delinquent. Notices will be sent after May 1st to any delinquent agency. Delinquent agencies will be considered not in good standing and subject to removal from membership at the August meeting. New membership applications received after July 1 will be responsible for one half the annual dues of the current calendar year. Waiver of membership dues may be requested for hardship or similar reason. Such requests must be presented in writing at regular meetings with reasons for the requested waiver and will be voted on by the membership present.

ARTICLE XVI MOCK ASSESSMENT TRAVEL EXPENSES

- Section 1 The Indiana Police Accreditation Coalition shall reimburse the INPAC mock on-site host agencies or assessors for expenses incurred during on-site assessments. Mock on-sites include those for CALEA, State ILEAC, or IACLEA (International Association of Campus Law Enforcement Administrators, Inc, accreditation of police, communications, or law enforcement.
- Section 2 Meals during travel and on-site assessments. Reimbursement for meals shall not exceed the CALEA assessor reimbursement schedule. Alcoholic beverages will not be reimbursed.
- Section 3 Lodging: Overnight stay for assessors traveling a distance of approximately 100 miles or more, or when return travel may be hazardous, snow/ice storm. Amenities such as movie rentals, games, room service, etc., will not be included. Individual rooms will be paid for each assessor.
- Section 4 Transportation: The current Internal Revenue Service Rate for mileage reimbursement for assessor's using personal vehicles will be used. Acceptable mileage verification shall be obtained from www.googlemaps.com or similar service. Parking and tolls reimbursement is allowed with receipts.

- Section 5 All requests for reimbursement shall be made on the approved INPAC Expense Report form. The Expense Report will be forwarded to the Treasurer within 10 business days after the on-site or prior to leaving for the on-site with verification of lodging/meal receipts. Transportation does not require receipts for payment.
- Section 6 If an INPAC assessor is invited to assist with a mock on-site assessment in a neighboring state, the assessor may advise the on-site agency of INPAC's reimbursement schedule, but doing so will be at the assessor's discretion.

ARTICLE XVII DISSOLUTION OF THE COALITION

If any regular or special meeting called for this purpose, three-fourths (3/4) of the voting membership vote in favor of dissolution of INPAC, the organization shall be dissolved within sixty (60) days of such vote. INPAC funds will first be used to pay any debts. Any remaining funds will be distributed by the Treasurer as directed by three-fourths (3/4) of the voting membership.

ARTICLE XVIII INDEMNIFICATION OF DIRECTORS AND OTHER ELIGIBLE PERSONS

Section 1 General

To the extent not inconsistent with applicable law, every eligible person shall be indemnified by INPAC against all liability and reasonable expense that may be incurred by him or her in connection with or resulting from any claim:

1. If such eligible person is wholly successful with respect to the claim, or
2. If not wholly successful, then if such eligible person is determined, as provided in either Section 3(a) or 3(b) of this Article XVIII, to have:
 - a. Conducted himself or herself in good faith; and
 - b. Reasonably believed:
 - i. In the case of conduct in his or her official capacity with INPAC, his or her conduct was in its best interest; and
 - ii. In all other cases, his or her conduct was at least not opposed to the best interest of INPAC; and

- c. In the case of any criminal proceeding, either:
 - i. Had reasonable cause to believe his or her conduct was lawful; or
 - ii. Had no reasonable cause to believe his or her conduct was unlawful.

The termination of any claim, by judgment, order, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that an eligible person did not meet the standards of conduct set forth in clause (b) of this Section 1.

Section 2 Definitions.

1. The term "claim" as used in this Article XVIII shall include every pending, threatened, or completed claim, action, suit, or proceeding and all appeals thereof (whether brought by or in the right of INPAC or any other corporation or otherwise), whether civil, criminal, administrative, or investigative, formal or informal, in which an eligible person may become involved, as a party or otherwise: (i) by reason of his or her being or having been an eligible person, or (ii) by reason of any action taken or not taken by him or her in his or her capacity as an eligible person, whether or not he or she continued in such capacity at the time a liability or expense shall have been incurred in connection with a claim.
2. The term "eligible person" as used in this Article XVIII shall mean every person (and the estate, heirs, and personal representatives of such person) who is or was a Director, officer, employee, or agent of INPAC or is or was serving at the request of INPAC as a Director, officer, employee, agent, or fiduciary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other organization or entity, whether for profit or not.
3. The terms "Liability" and "Expense" as used in this Article XVIII shall include, but shall not be limited to, attorney's fees and disbursements and amounts of judgments, fines, or penalties against (including excise taxes assessed with respect to an employee benefit plan), and amounts paid in settlement by or on behalf of, an eligible person.
4. The term "wholly successful" as used in this Article XVIII shall mean (i) termination of any claim against the eligible person in question without any finding of liability or guilt against him or her, (ii) approval by a court, with knowledge of the indemnity herein provided, of a settlement of any claim, or (iii) the expiration of a reasonable period of time after making or threatened making of any claim without the institution of the same, without any payment or promise made to induce a settlement.

Section 3 Procedure

1. Every eligible person claiming indemnification hereunder (other than one who has been wholly successful with respect to any claim) shall be entitled to indemnification if it is determined, as provided in this Section 3(a), that such eligible person has met the standards of conduct set forth in Section 1(b) of this Article XVIII. The determination whether an eligible person has met the required standards of conduct shall be made (i) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the claim, and if such a quorum cannot be obtained, then (ii) by majority vote of a committee duly designated by the Board of Directors (in which designation, Directors who are parties to the claim may participate) consisting solely of two (2) or more Directors not at the time parties to the claim, and if such a committee cannot be constituted, then (iii) by special legal counsel selected by a majority vote of the full Board of Directors (in which selection, a Director who is a party to the claim may participate). If an eligible person is found to be entitled to indemnification pursuant to the preceding sentence, the reasonableness of the eligible person's Expenses shall be determined by the procedure set forth in the preceding sentence, except that if such determination is by special legal counsel, the reasonableness of Expenses shall be determined by a majority vote of the full Board of Directors (in which determination, a Director who is a party to the claim may participate).
2. If an eligible person claiming indemnification pursuant to Section 3(a) of this Article XVIII is found not to be entitled thereto, the eligible person may apply for indemnification with respect to a claim to a court of competent jurisdiction, including a court in which the claim is pending against the eligible person. On receipt of an application, the court, after giving notice to INPAC and giving INPAC ample opportunity to present to the court any information or evidence relating to the claim for indemnification that INPAC deems appropriate, may order indemnification if it determines that the eligible person is entitled to indemnification with respect to the claim because such eligible person met the standards of conduct set forth in Section I (b) of this Article XVIII. If the court determines that the eligible person is entitled to indemnification, the court shall also determine the reasonableness of the eligible person's expenses.

Section 4 Non-Exclusive Rights

The right of indemnification provided in this Article XVIII shall be in addition to any rights to which any eligible person may otherwise be entitled. Irrespective of the provisions of this Article XVIII, the Board of Directors may, at any time and from time to time,

1. approve indemnification of any eligible person to the full extent permitted by the provisions of applicable law at the time in effect, whether on account of past or future transactions, and
2. authorize INPAC to purchase and maintain insurance on behalf of any eligible person 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 INPAC would have the power to indemnify him or her against such liability.

Section 5 Expenses

Expenses incurred by an eligible person with respect to any claim shall be advanced by INPAC (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof if:

1. the eligible person furnishes INPAC a written affirmation of his or her good faith belief that he or she has met the standards of conduct specified in Section I(b) of this Article XVIII;
2. the eligible person furnishes INPAC a written undertaking , executed personally or on the eligible person's behalf, to repay the advance if it is ultimately determined that the eligible person did not meet the standards of conduct specified in Section 1(b) of this Article XVIII; and
3. the Board of Directors makes a determination that the facts then known would not preclude indemnification of the eligible person.

Section 6 Contract

The provisions of this Article XVIII shall be deemed to be a contract between INPAC and each eligible person, and an eligible person's rights hereunder with respect to a claim shall not be diminished or otherwise adversely affected by any repeal, amendment, or modification of this Article XVIII that occurs subsequent to the date of any action taken or not taken by reason of which such eligible person becomes involved in a claim.

Section 7 Effective Date

The provisions of this Article XVIII shall be applicable to claims made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

By-Law Committee

10/2021