

**MEDICAL RESERVE CORPS OF ILLINOIS (MRCIL)
BYLAWS AND GOVERNING PROCEDURES**

Revised: August 10, 2023 Approved: August 22, 2023

PREAMBLE

The following Bylaws shall be subject to, and governed by, the Non-Profit Corporation Act and the Articles of Incorporation of the Medical Reserve Corps of Illinois. In the event of a direct conflict between the herein-contained provisions of these Bylaws and the mandatory provisions of the Non-Profit Corporation Act, said Non-Profit Corporation Act shall be the prevailing controlling law. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of MRC of Illinois, it shall then be these Bylaws which shall be controlling.

ARTICLE 1 – NAME

The legal name of the Non-Profit Corporation/Organization shall be known as Medical Reserve Corps of Illinois (MRCIL), and shall herein be referred to as the "MRCIL." The organization consists of representatives of established Medical Reserve Corps (MRC) units throughout the State of Illinois. Participation in MRCIL is voluntary.

ARTICLE 2 – PURPOSE

The main purpose of MRCIL is educational and charitable. We will educate other MRCs and the public on matters of emergency preparedness. We seek to aid individuals in time of crisis or emergency. Another purpose of MRCIL is to bring together all of the established MRC units in the state to work together and to share valuable information on MRC activities and events to foster a cooperative atmosphere for all MRC members and volunteers. MRCIL is to be not for profit, and subject to all State and Federal laws as required.

ARTICLE 3 – OFFICES

All offices of the Board will be virtual. The principal mailing address of MRCIL shall be located at 2319 Louisa St, Rockford, IL 61104.

ARTICLE 4 – DEDICATION OF ASSETS

The properties and assets of MRCIL are irrevocably dedicated to and for non-profit purposes only. No part of the net earnings, properties, or assets of this Organization, on dissolution or otherwise, shall inure to the benefit of any person or any member or officer of this Organization. On liquidation or dissolution, all remaining properties and assets of MRCIL shall be distributed and paid over to an organization dedicated to non-profit purposes which has established its tax-exempt status pursuant to Section 501(c) of the Code.

ARTICLE 5 – EXECUTIVE BOARD

General Powers and Responsibilities

MRCIL shall be governed by an Executive Board (the "Board"), which shall have all the rights, powers, privileges, and limitations of liability of officers of a non-profit corporation organized under the Non-Profit Corporation Act. The Board shall establish policies and directives governing business and programs of MRCIL and shall delegate to the Board and its officers, subject to the provisions of these Bylaws, authority, and responsibility to see that the policies and directives are appropriately followed.

Numbers and Qualifications

The Executive Board shall consist of the North Co-Chair (MRC north of I-80), South Co-Chair (MRC south of I-80), North Recording Secretary (MRC north of I-80), South Recording Secretary (MRC south of I-80), and Treasurer. If there is a time when a Co-Chair or Recording Secretary position is unable to be filled with a representative from the applicable geographical location, nominations can be opened to the entire state. If there is a time when only one Co-Chair or Recording Secretary position can be filled, the Executive Board can move on with only one person in that position. There must at a minimum be one Chair, one Recording Secretary, and one Treasurer for a functioning Executive Board. The

State and Federal designated MRC Coordinators will serve as an advisor to the Executive Board.

EXECUTIVE BOARD	OFFICERS	MEMBERS
<p>* Number: minimum 3 officers</p> <p>* Qualifications: natural person; must be a resident of Illinois; must be a current or previous MRC Coordinator of a qualified local MRC in Illinois for at least six months</p> <p>* Quorum: 3, including MRC State Coordinator</p>	<p>* Required: A chair, a secretary, a treasurer; others as deemed necessary</p> <p>* Term: default is 2 years, no maximum</p> <p>* Other: two or more offices may be held by the same person except the offices of chair and secretary.</p>	<p>* Members: optional</p> <p>* Annual Meeting: required</p> <p>* Quorum: 1/10th</p>

Board Compensation

The Board shall receive no compensation other than for reasonable expenses. However, provided the compensation structure complies with Sections relating to "Contracts Involving Board Members and/or Officers" as stipulated under these Bylaws, nothing in these Bylaws shall be construed to preclude any Board member from serving MRCIL in any other capacity and receiving compensation for services rendered.

Board Elections

The Election Proctor will be the current State MRC Representative.

Nominations will be accepted from the voting membership during the month of January of any election year. Members interested in running for office shall submit their name and intentions to the designated Election Proctor before February. Members are only allowed to be nominated for one position on the MRCIL Board. Ballots shall be prepared by the Recording Secretaries using the MRCIL Google Drive election form and e-mailed to all of the members during the month of February of an election year. The election ballot shall require the unit to use a password to submit a vote. This is to ensure that each unit coordinators and directors only vote once. All votes will be submitted to the Election Proctor by March 1 of said election year. Results will be made known to the membership at the March Meeting. Elected Officials will be selected by a majority vote of the eligible voting members *that have voted*. All ballots cast must be registered with the Election Proctor in electronic or hard copy form by the stated dates of collection.

In the event of a tie, a run-off election will be held.

A Special Election will be held in the same manner when any voted position of the Executive Board is laid vacant with a minimum of 1 year of elected office time remaining for said vacancy. Said vacancy will be fulfilled by the State Coordinator for any time prior to the Special Election Process.

Term of Board

The term of office for all elected officials shall be two (2) years. Appointed positions will be for a period of 1 year with an additional 1-year option by appointer. There is no limit as to how many terms a Co-Chairperson is allowed

to serve. They are allowed to serve however many terms they are elected. In the event that an officer does not complete their term of office, the position will be filled by appointment of the State Coordinator with the concurrence of the remaining executive board and will remain in effect until a Special Election or regular election may be called. If there is more than one full year left of any given term, a Special Election for that position must be held.

Resignation

Each Board member shall have the right to resign at any time upon written notice thereof to the Chair of the Board, Secretary of the Board, or the MRC State Coordinator. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

Removal

A Board member may be removed, with or without cause, at any duly constituted meeting of the Board, by the affirmative vote of then-serving Board members.

Meetings

The Board's regular meetings may be held at such time and place as shall be determined by the Board. The Chair of the Board or any regular Board members may call a special meeting of the Board with three business days' notice provided to each member of the Board. The person(s) authorized to call such special meetings of the Board may also establish the place the meeting is to be conducted, so long as it is a reasonable place to hold any special meeting of the Board.

Minutes

The Secretary shall be responsible for the recording of all minutes of each and every meeting of the Board in which business shall be transacted in such order as the Board may determine from time to time. However, in the event that the Secretary is unavailable, the Chair of the Board shall appoint an individual to act as Secretary at the meeting. The Secretary, or the individual appointed to act as Secretary, shall prepare the minutes of the meetings, which shall be delivered to MRCIL to be placed in the minute books. A copy of the minutes shall be sent to each Board member via e-mail within 7 business days after the close of each Board meeting.

Quorum

A quorum is the minimum number of members of MRCIL that must be present at any of its meetings to make the proceedings of that meeting valid. At an Executive Board meeting, three (3) persons are required for a quorum. At an MRCIL Member meeting, 1/10 of the total number of Member MRCs are required for a quorum. If at any time the Board consists of an even number of members and a vote results in a tie, then the vote of the MRC State Coordinator shall be the deciding vote. The act of the majority of the Board members serving on the Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the Board or Board Committees. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board or Board Committees if during the meeting he or she is present via telephone or web conferencing with the other Board members participating in the meeting.

Voting

Each Board member shall only have one vote. Voting on items of interest or policy changes of MRCIL may be conducted either by e-mail, via a survey type vehicle, or in person during a regularly scheduled meeting.

- a) The Board by simple majority can approve procedures for the good of the organization as long as it does not conflict with the governance charter (i.e. fiscal disbursement of goods)

- b) When the voting process is by either e-mail or via a survey type vehicle (i.e. Survey Monkey), responses must be made within 14 days of the initial publication of the material to be voted upon.
- c) When voting is to take place in person and there are units that will be utilizing conference calling for participation, all documents or considerations must be sent to all members in advance of such planned vote.

Proxy

Each Member MRC may send a designee in her/his place and will be allowed to vote on behalf of the Member MRC.

Board Member Attendance

An elected Board Member who is absent from consecutive regular meetings of the Board during a fiscal year shall be encouraged to reevaluate with the Chair of the Board his/her commitment to the Organization. The Board may deem a Board member who has missed consecutive meetings without such a reevaluation with the Chair, to have resigned from the Board.

ARTICLE 6 – ELECTED OFFICERS

Officers and Duties

1) Co-Chairperson (2- 1 North and 1 South)

Ideally, two Co-Chairpersons shall preside at all meetings of MRCIL. MRCIL seeks to have representation from MRCs throughout the state and have thus enacted 2 chair persons, one from an MRC north of I-80 and one from an MRC south of I-80. This allows for representation and leadership over vastly different regions. Co-Chairpersons will prepare meeting agendas and maintain order and control during the meeting. All agendas, minutes and any additional documentation will be sent to the recording secretary for record keeping purposes. The Co-Chairpersons will act as spokespersons for MRCIL at official meetings. (Local, state, regional and national)

2) Assistant to Co-Chairpersons

Persons appointed as Assistants to the Co-Chairpersons will serve to assist those Co-Chairpersons in the execution of their responsibilities but will not have any over-riding authority on matters concerning MRCIL except as a designee by the applicable Co-Chairperson.

3) Recording Secretary (2- 1 North and 1 South)

The Recording Secretary shall record, maintain and control a record of all proceedings that occur at any legally called meeting of the Co-Chairpersons. Once the meeting minutes have been completed, they will be forwarded to the Co-Chairpersons for inclusion in our official record book for safekeeping, posted on the MRCIL website and e-mailed to each MRC Coordinator of record for review and comment. At the next regularly scheduled meeting of MRCIL, previous minutes will be read and voted on for approval. Once approved by vote, a notation will be made in the official record to that effect.

4) Treasurer

The Treasurer, who is an appointed position initially and then in a elected position at the first election period following appointment, serves to oversee any and all financial obligations of MRCIL including but not limited to grant funding, donations, checking account (s), purchases etc. *The treasurer will maintain all financial records as well as report on all financial matters to the membership as a whole at a minimum of 4 times a year. Said position, whether appointed or elected, will serve without compensation.*

Board Chairs

It shall be the responsibility of the Co-Chair or Chair, when present, to preside over all meetings of the Executive Board. The Co-Chair or Chair of the Board is authorized to execute, in the name of MRCIL any and all contracts or other documents which may be authorized, either generally or specifically, by the Board to be executed by MRCIL. The Chair may appoint a designee within the Board to execute contracts or other documents that have the approval of the Board.

Appointed Positions

1. Each Co-Chairperson may appoint an Assistant that will serve in that position for a period of 1 year at a time with a limit of 2 consecutive years per existing Co-Chair. A newly elected Co-Chair may ask any existing or previous Assistant to the Co-Chair to be their Assistant. An Assistant may only serve up to two terms (two Co-Chair cycles). This is to ensure that each Co-Chair can make a selection based on their needs.
2. In case of board position vacancy during a term, the executive board may appoint a local MRC leader to full said role for the remainder of the term. In cases such as this, geographical location would be waived for the remainder of the term.
3. Occasionally, there may be positions that need to be appointed for various purposes regarding activities of MRCIL. These positions will be appointed by the Co-Chairpersons with recommendations of the voting membership. These positions may involve committees that are established by MRCIL, temporary assignments such as an Election Proctor or others that the Co-Chairpersons may determine are needed.
4. Appointments from 8-2 above may not exceed 1 year in length unless the MRCIL Executive Board determines that such appointment is to chair a newly established standing committee or that the work of a committee chair so warrants a continuation in that position for an unspecified period of time.
5. Persons appointed to chair committees, standing or otherwise, will have an opportunity to review the responsibilities and goals of such committee prior to accepting the position if they so choose.

Qualifications for Elective/Appointment Office

No person may be elected or appointed to an office or committee with less than six months year of active membership in MRCIL. To be elected MRCIL Co-Chairperson you must be an active MRCIL member for at least one year.

ARTICLE 7 – MEMBERSHIP

Members

All MRC units in Illinois are automatically enrolled as members of MRCIL. The level at which they choose to participate is their own. They may choose not to participate at all. Active members, who are eligible for governance of MRCIL, will participate in quarterly meetings.

Each Member MRC who attends quarterly meetings may vote on items posed by the Board as long as a quorum is achieved. A member may send a designee in her/his place and will be allowed to vote on behalf of the Member MRC.

Voting Rights

Each Member MRC unit may cast one ballot. Each office on the ballot will receive one vote unless there is an event of a runoff election. In some cases, voting by email will be utilized in place of an attendance vote at the discretion of the Co-Chairs.

Each Member MRC may send a designee in her/his place and will be allowed to vote on behalf of the Member MRC.

Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from MRCIL for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from MRCIL for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from MRCIL, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE 8 – COMMITTEES

Committees to serve various aspects of MRCIL may be formed at any time as needed by the Executive Board. Committee Chairman positions will be made by appointments of the Co-Chairpersons. Any person who has been active for a minimum of six months may serve as a committee chair.

The Executive Board may also designate one or more advisory committees that do not have the authority of the Board.

However, no committee, regardless of Board resolution, may:

- a) Approve of any action that, pursuant to applicable Law, would also require the affirmative vote of the members of the Board if this were a membership vote.
- b) Fill vacancies on, or remove the members of, the Executive Board or any committee that has the authority of the Board.
- c) Fix compensation of the officers serving on the Board or on any committee.
- d) Amend or repeal the Articles of Incorporation or Bylaws or adopt new bylaws.
- e) Amend or repeal any resolution of the Executive Board that by its express terms is not so amendable or repealable.
- f) Appoint any other committees of the Executive Board or their members.
- g) Approve a plan of merger, consolidation, voluntary dissolution, bankruptcy, or reorganization; or a plan for the sale, lease, or exchange of all or considerably all of the property and assets of MRCIL otherwise than in the usual and regular course of its business; or revoke any such plan.
- h) Approve any self-dealing transaction, except as provided pursuant to Law.

Unless otherwise authorized by the Executive Board, no committee shall bind MRCIL in a contract or agreement or expend MRCIL funds.

Meetings and Actions of Committees

Meetings and actions of all committees shall be governed by, and held and taken in accordance with, the provisions of

Article 8 - Committees of these Bylaws, concerning meetings and actions of the officers. Notice of special meetings of committees shall also be given to any and all alternate members who shall have the right to attend all meetings of the committee. Minutes shall be kept for each meeting of any committee and shall be filed with MRCIL records. The Executive Board may adopt rules not consistent with the provisions of these Bylaws for the governance of any committee.

MRCIL meetings will be held on a quarterly basis during the following months.

- January/Late February - Meeting of Executive Board for purpose of developing annual strategy.
- March/Early April – Meeting of all MRCIL Units via web conferencing or conference call
- June - Face to Face meeting of all member units at the annual Integrated Summit hosted by the Illinois Department of Public Health.
- Late Sept/Early October - Separate meetings of north group and south group w/o teleconference connections utilizing a common agenda and then combining meeting notes of both meetings for member distribution. Our intent is to reduce the need for travel while maintaining the needs and concerns of member units.
- Special meetings of committees may also be called by the Executive Board.

Initial notice of each meeting will be sent out to membership no later than fourteen days prior to the meeting. The meeting information will be made available on the MRCIL Website Calendar.

ARTICLE 9 – STANDARD OF CARE/CONDUCT

General

An officer shall perform all the duties of an officer, including, but not limited to, duties as a member of any committee of the Board on which the officer may serve, in such a manner as the officer deems to be in the best interest of MRCIL and with such care, including reasonable inquiry, as an ordinary, prudent, and reasonable person in a similar situation may exercise under similar circumstances.

In the performance of the duties of an officer, an officer shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- a) One or more officers or employees of MRCIL whom the officer deems to be reliable and competent in the matters presented;
- b) Counsel, independent accountants, consultants, or other persons, as to the matters which the officer deems to be within such person's professional or expert competence; or
- c) A committee of the Board upon which the officer does not serve, as to matters within its designated authority, which committee the officer deems to merit confidence,

so long as in any such case the officer acts in good faith, after reasonable inquiry when the need may be indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except as herein provided in Article 9 - Standard of Care, any person who performs the duties of an officer in accordance with the above shall have no liability based upon any failure or alleged failure to fulfill that person's obligations as an officer, including any actions or omissions which exceed or defeat a public or charitable purpose to which MRCIL, or assets held by it, are dedicated.

Loans

MRCIL shall not make any loan of money or property to, or guarantee the obligation of any officer/Board member unless approved by the MRCIL Board; provided, however, that MRCIL may advance money to an officer of MRCIL or any

subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

Grants

The membership agrees to allow the co-chairs to maintain a not-for-profit FEIN number for the purpose of being able to accept grants from any resource that may offer them. The establishment of such a number does not guarantee that grants will be offered or accepted but does provide the structure for acceptance if any should be offered.

At such time that a grant/s is/are offered/accepted, the Board shall appoint a MRCIL Grant Administrator that will be responsible for maintaining said grants and all paperwork associated with it including final signatory on any request for expenditures from said grants following approval of the MRCIL Board. The MRCIL grant administrator may be a MRCIL board member, a unit leader, or member with a minimum of 1 year grant writing or administration experience. The Project Grant Administrator may be a consulting service or affiliate or partner of MRCIL for the purposes of a grant project. The Board has the right to solicit, select, and hire professional services in order to meet the requirements or desired accomplishments of a grant.

The MRCIL or Project Grant Administrator will not be a compensated position unless said compensation is a viable and integral part of any grant. In such cases, compensation will be according to the guidelines of those grants and at no time may compensation exceed the rate of the highest amount of any single grant or for any period greater than any grant period.

A small business checking account will be established for the purpose of handling any funds associated with grants or donations.

Conflict of Interest

The purpose of the Conflict of Interest policy is to protect MRCIL's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its officers or officers, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable corporations/organizations and is not intended as an exclusive statement of responsibilities.

Restriction on Interested Officers

Not more than 20% (percent) of the persons serving on the Executive Board at any time may be interested persons. An interested person is (1) any person currently being compensated by MRCIL for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to an officer; and (2) any brother, sister, parent, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the interested person.

Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a) An ownership or investment interest in any entity with which MRCIL has a transaction or arrangement,
- b) A compensation arrangement with MRCIL or with any entity or individual with which MRCIL has a transaction or arrangement, or
- c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which MRCIL is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the officers who are considering the proposed transaction or arrangement.

Establishing a Conflict of Interest

After the disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the potential conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

Addressing a Conflict of Interest

In the event that the Board should establish that a proposed transaction or arrangement establishes a conflict of interest, the Board shall then proceed with the following actions:

- a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c) After exercising due diligence, the governing board or committee shall determine whether MRCIL can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in MRCIL's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

Violations of Conflict of Interest Policy

Should the Board have reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, the Board shall then inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

If, after hearing the interested person's explanation, and after making further investigation as may be warranted in consideration of the circumstances, the Board determines the interested person intentionally failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Procedures and Records

All minutes of the Board Meetings, when applicable, shall contain the following information:

- a) The names of all the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a

conflict of interest in fact existed.

- b) The names of the persons who were present for discussions and any votes relating to the transaction or arrangement, the content of the discussions, including any alternatives to the proposed transaction or arrangement, and a record of any vote taken in connection with the proceedings.

Acknowledgment of Conflict of Interest Policy

Each Chair, Officer, and member of a committee with Board delegated powers shall be required to sign a statement which affirms that such person:

- a) Has received a copy of the conflict of interest policy;
- b) Has read and understands the policy;
- c) Has agreed to comply with the policy; and
- d) Understands that MRCIL is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Violation of Loyalty - Self-Dealing Contracts

A self-dealing contract is any contract or transaction (i) between MRCIL and one or more of its Officers, or between MRCIL and any corporation, firm, or association in which one or more of the Officers has a material financial interest ("Interested Officer"), or (ii) between MRCIL and a corporation, firm, or association of which one or more of its officers are Officers of MRCIL. Said self-dealing shall not be void or voidable because such Officer(s) of corporation, firm, or association are parties or because said Officer(s) are present at the meeting of the Executive Board or committee which authorizes, approves or ratifies the self-dealing contract, if:

- a) All material facts are fully disclosed to or otherwise known by the members of the Board and the self-dealing contract is approved by the Interested Officer in good faith (without including the vote of any membership owned by said Interested Officer(s));
- b) All material facts are fully disclosed to or otherwise known by the Executive Board or committee, and the Executive Board or committee authorizes, approves, or ratifies the self-dealing contract in good faith—without counting the vote of the Interested Officer(s)—and the contract is just and reasonable as to MRCIL at the time it is authorized, approved, or ratified; or
- c) As to contracts not approved as provided in above sections (a) and/or (b), the person asserting the validity of the self-dealing contract sustains the burden of proving that the contract was just and reasonable as to MRCIL at the time it was authorized, approved, or ratified.

Interested Officer(s) may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof, which authorizes, approves, or ratifies a contract or transaction as provided for and contained in this section, but they cannot vote.

Indemnification

To the fullest extent permitted by law, MRCIL shall indemnify its "agents," as described by law, including its officers, committee members, contractors, and volunteers, and including persons formerly occupying any such position, and their heirs, executors and administrators, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any reasonable MRCIL project or mission.

MRCIL shall have the power to purchase and maintain insurance on behalf of any agent of the Organization, to the fullest extent permitted by law, against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, or to give other indemnification to the extent permitted by law.

ARTICLE 10 – EXECUTION OF CORPORATE INSTRUMENTS

Execution of Corporate Instruments

The Executive Board may, at its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except when otherwise provided by law, and such execution or signature shall be binding upon MRCIL.

Unless otherwise specifically determined by the Executive Board or otherwise required by law, formal contracts of MRCIL, promissory notes, deeds of trust, mortgages, other evidences of indebtedness of MRCIL, other organization instruments or documents, memberships in other organizations, and certificates of shares of stock owned by MRCIL shall be executed, signed, and/or endorsed by the Co-Chair or Chair of MRCIL or his/her designee on the Board.

All checks and drafts drawn on their bank or other depositories on funds to the credit of MRCIL, or in special accounts of MRCIL, shall be signed by the Board Treasurer or his/her designee on the Board with approval by the Board if amount is in excess of \$50.

Payment to Contractors, Subcontractors, or Vendors

The Executive Board may determine the need to purchase materials and goods that can be of benefit to the mission and goals of MRCIL for the state of Illinois and its Member MRCs. The Board may contract with consulting services if the action and personnel are needed to accomplish goals and objectives outlined with the funding proposal. All contracts must be authorized and signed by the Executive Board's designee.

MRCIL or its agent will make every due diligence to ensure that the products purchased or vendors chosen are the most capable and/or cost-efficient option. Payments to a vendor or contractor will be issued by the Board Treasurer or his/her designee with authorization and approval by the Board. The contractor may in some circumstances, with Board knowledge and approval, utilize a sub-contractor and issue payment to them. No amount issued to a contractor, subcontractor, or vendor can be an amount higher than the compiled donations or issued grant. In no circumstance will MRCIL incur debt that cannot be paid immediately.

Loans and Contracts

No loans or advances shall be contracted on behalf of MRCIL and no note or other evidence of indebtedness shall be issued in its name unless and except as the specific transaction is authorized by the Executive Board. Without the express and specific authorization of the Board, no officer or other agent of MRCIL may enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation/Organization.

The Board may contract with consulting services if the action and personnel are needed to accomplish goals and objectives outlined with the funding objectives. All contracts must be authorized and signed by the Executive Board's designee.

Funding Objectives

All funding is to be solicited by appointment and then voted on by the Executive Board. All funds solicited are to be received by private and public donations or through a government or community grant.

The Board may contract with consulting services if the action and personnel are needed to accomplish goals and objectives outlined with the funding objectives.

ARTICLE 11 – RECORDS AND REPORTS

Maintenance and Inspection of Articles and Bylaws

MRCIL shall keep a copy of its Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the officers at all reasonable times during office hours.

Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns

MRCIL shall a copy of its federal tax exemption application and its annual information returns for three years from their date of filing, which shall be open to public inspection and copying to the extent required by law.

Maintenance and Inspection of Other Corporate Records

MRCIL shall keep adequate and correct books and records of accounts and written minutes of the proceedings of the Board and committees of the Board. All such records shall be kept at a place or places as designated by the Board and committees of the Board, or in the absence of such designation, at the principal office of the MRC State Coordinator. The minutes shall be kept in paper or electronic form, and other books and records shall be kept either in paper or electronic form. Upon leaving office, each officer or agent of MRCIL shall turn over to his or her successor or the Chair of the Board in good order, such organization monies, books, records, minutes, lists, documents, contracts, or other property of MRCIL as have been in the custody of such officer or agent during his or her term of office.

Every officer shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of MRCIL. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts of documents.

Preparation of Annual Financial Statements

MRCIL shall prepare annual financial statements using generally accepted accounting principles. Such statements shall be audited by an independent certified public accountant, in conformity with generally accepted accounting standards. MRCIL shall make these financial statements available to the Attorney General and MRCIL Member MRCs for review within 90 days after the close of the fiscal year.

ARTICLE 12 – FISCAL YEAR

The fiscal year for MRCIL shall follow July 1 – June 30 each year.

ARTICLE 13 – AMENDMENTS AND REVISIONS

These Bylaws may be adopted, amended, or repealed by any of the officers then in office. Such action is authorized only at a duly called and held meeting of the Executive Board for which notice of such meeting, setting forth the proposed bylaw revisions with explanations therefore, is given in accordance with these Bylaws.

Changes to the general structure of the Governing Procedures of MRCIL may be made by the Executive Board as long as said changes do not alter the intent of the procedures.

Changes to the general structure of the Governing Procedures of MRCIL that change or otherwise alter the intent of the procedures must be made by majority vote of the Member MRCs of MRCIL that participated in the voting for such changes.

Periodic Reviews

To ensure MRCIL operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a) Whether partnerships, joint ventures, and arrangements with management organizations conform to MRCIL written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Use of Outside Experts

When conducting the periodic reviews as provided for in Article 13, MRCIL may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Emergency Powers

MRCIL bylaws and governing procedures may be temporarily amended if deemed necessary by current MRCIL board members. Current MRCIL board members will vote to amend bylaws and governing procedures. A majority of votes will suffice to make emergency amendments.

Emergency amendments will remain in place for up to 3 months. If necessary, the MRCIL board may vote to extend emergency amendments at subsequent 3-month intervals until it is determined, by the Board, to no longer be necessary.

Examples of events that could require utilizing emergency amendment powers shall include any event that results in MRCIL board members being unable to fulfill their obligations to the MRCIL board due to conflicting job priorities or leaving or being removed from their position within their home agency.

ARTICLE 14 – ORGANIZATION SEAL/LOGO

The Executive Board may adopt, use, and alter an organization seal or logo. The seal shall be kept at the principal office of the Corporation/Organization. Failure to affix the seal to any corporate/organization instrument, however, shall not affect the validity of that instrument.

ARTICLE 15 - DISSOLUTION

Dissolution shall follow state of IL corporal governance statutes. Voting dissolution will be by unanimous vote of all sitting Executive Board members.

ARTICLE 16 - CONSTRUCTION AND DEFINITIONS

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Non-Profit Corporation Act as amended from time to time shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a Corporation/Organization as well as a natural person. If any competent court of law shall deem any portion of these Bylaws invalid or inoperative, then so far as is reasonable and possible (i) the remainder of these Bylaws shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion deemed invalid or inoperative.

Authorized Signatures:

Print
Co-Chair South

Jillian S. Stowe

Signature
Co-Chair South

Eddie Johnson III

Print
Co-Chair North

Eddie Johnson III

Signature
Co-Chair North

Date: October 16, 2012
Revised: March 19, 2013
Revised: November 9, 2016
Revised: January 25th, 2019
Revised: May 17, 2023
Revised: August 10, 2023