
Bylaws

National Association of Bail Bond Investigators

Article I

Name, Location and Purpose

- **1.1 Name:**

The name of this Association shall be National Association of Bail Bond Investigators.

- **1.2 Location:**

The principal office of the Association and location of the Association shall be at the office of the elected President or as otherwise directed by the Board of Directors.

- **1.3 Purpose:**

The specific purpose of this Association is to promote the mutual benefit of its members by disseminating information among members of the Association about issues of import to the profession, provide a standard of training and to monitor and attempt to influence governmental decisions that impact the profession.

- **1.4 Code of Ethics:**

The members will adopt a Code of Ethics. These shall be binding on all members and may provide for expulsion from membership in this Association if any member violates the adopted Code of Ethics. Copies of a proposed Code of Ethics or changes therein must be mailed to the members at least thirty (30) days prior to a meeting of the members when such items will be considered.

Article II

Dissolution

This association is not organized, nor shall it be operated, for pecuniary gain or profit, and it does not contemplate the distribution of gains, profits, or dividends to its members and is organized solely for nonprofit purposes. No part of the profits or net income of this association shall ever inure to the benefit of any director, officer, or member thereof, or to any individual. Upon dissolution or winding up of the association, a prorated portion of its assets attributable to dues and remaining after payment of, or provision of payment of, all debts and liabilities of this association, shall be distributed to a nonprofit fund, foundation, or association which has established its tax exempt status under Section 501 (c) of the Internal Revenue Code.

Article III

Memberships and Voting Rights

- **3.1 Membership:**

The NABBI shall be composed of those individuals who have qualified for membership under paragraph 3.2 and have paid their annual dues. Membership shall be effective upon acceptance and approval of the membership application by the Board of Directors or its designee shall be contingent on the payment of dues, as established and modified from time to time by the Board of Directors. By 2/3 majority vote, the Board of Directors may designate additional categories of membership to those contained herein as well as the qualifications, rights and restrictions applicable to such members.

- **3.2 Membership Classes:**

N.A.B.B.I recognizes three types of membership:

- **A.** Full members are those individuals who are employed as a bail bond fugitive investigator (Investigator) or a bail bond agent (Bondsman).
- **B.** Associate members are those individuals who have an interest in the bail bond profession, but are not employed as an Investigator or a Bondsman. Associate members are those individuals who are not eligible for membership pursuant to 3.2A but desire to contribute money to the Bail Bond Investigation profession. Associate members do not have voting privileges, but may attend all meetings.
- **C.** Honorary Member is a person who has performed notable service for the Association or profession, may become an honorary member of the Association. Honorary members shall be entitled to any of the privileges of membership without the payment of dues but shall not be entitled to vote or hold office. Honorary membership shall be valid until death unless suspended or revoked for good causes by unanimous vote of the Board of Directors present and voting at any regularly constituted meeting.
- **D.** To be a member of the association, whether it is as a member or associate you can not be a convicted felon.

- **3.3 Members Duties:**

Each member is obligated to comply with these Bylaws, Code of Ethics and to meet all financial obligations to the Association in the time and manner specified. Each member is expected to cooperate fully with appropriate officials of the Association with respect to Association matters including official inquiries and requests concerning compliance with the terms of these Bylaws of the Association.

- **3.4 Members Rights and Privileges:**

The privileges of membership in this Association includes the right to participate in Association activities, to secure the service provided by the Association and to publicize such membership, including the use of the Association's emblem, so long as the said emblem is not utilized in a manner that will reflect adversely upon the Association. No

member of this Association shall use the seal, logo or name of the Association to endorse, condemn or express an evaluation of any product or service of any firm or individual.

- **3.5 Delinquencies:**

When any member's dues become delinquent, said member shall be dropped from the rolls of the Association and shall there upon lose any and every membership right. Delinquent dues time periods shall be established by the Board of Directors

- **3.6 Resignations:**

Any member may resign at any time. However, such resignation shall not relieve the resigning member from payment of dues for the unexpired portion of the current membership period, or give any right to rebate of any dues paid, or any right to a pro-rata or other share of the assets of the Association; nor shall such resignation or withdrawal be deemed to waive liability for the payment of other amounts owing the association. All resignations shall be made in writing to the principal office of the Association.

- **3.7 Vested Rights:**

No member of the Association shall have any vested rights in the assets of the Association.

- **3.8 Voting rights:**

All full members or other member classes established pursuant to Section 3.1 of the Bylaws in good standing at the time of presentation of any matter to the General Membership are eligible to cast a vote, as long as they have been a full member for at least ninety (90) days prior to said vote.

- **3.9 Termination:**

The membership of any member shall terminate upon resignation of the member, expiration of the period of membership, or expulsion or suspension of the member by the Board of Directors for violating the Code of Ethics, failing to pay dues, or failing to follow the Bylaws. Following a determination by the Board of Directors that a member should be suspended or expelled the member shall be given an opportunity to be heard, either orally or in writing before such suspension or expulsion shall be effective, in accordance with board policy.

- **3.10 Dues:**

Membership dues shall be payable in such amounts and at such times as determined from time to time by the Board of Directors.

- **3.11 Annual Meeting:**

The Annual General Meeting of the Association shall be held in the 2nd quarter of each year. Other special meetings of the Association members can be scheduled with 2/3 vote of the Board of Directors, so long as a quorum is present. At the Annual meeting held in an even-numbered year, the members shall elect the Officers and Board of Directors and transact any other business as may lawfully come before the meeting. It shall be the duty of the Secretary of the Association to give thirty (30) days notice of such meetings in writing or by telegram, mailgram, email or electronic facsimile.

- **3.12 Quorum and Proxy Voting:**

A majority of the full members present at a regular or special meeting shall constitute a quorum for the purpose of transacting business. Unless otherwise provided in these Bylaws, a majority of the members present at such a meeting shall decide all questions brought before such meeting. Voting shall not be permitted by proxy.

- **3.13 Agenda for Meeting:**

Matters may be placed on the Agenda for any Annual Meeting or Special Meeting by any Board Member by notifying the Secretary by telephone, email or in writing of the matter to be placed on the Agenda no later than 45 days preceding the meeting or Special Meeting. No matter shall be considered unless it has been placed on the Agenda or unless the matter is to be declared an “emergency matter” as here in after provided for in Paragraph 3.15

- **3.14 Order of Business:**

- **3.14.1 Annual Meetings:**

The order of business at each Annual Meeting shall be as follows:

1. Invocation I Pledge
2. Roll call of Board of Directors
3. Posting for Approval of minutes.
4. Reading of minutes (if not mailed) of the previous meeting and action thereon
5. Report of President
6. Report of Officers
7. Report of Committees
8. Election of Officers (when applicable)
9. Election of Board of Directors (when applicable)
10. Miscellaneous business placed on the Agenda by Board Members
11. Old Business
12. New Business
13. Date, place and time for next meeting
14. Adjourn

- **3.14.2 Special Meetings:**

The order of business at each Special Meeting shall be as follows:

1. Roll Call
 2. Election of Board Members or Officers (when applicable)
 3. Report of President
 4. Report of Committees
 5. Discussions and actions, when applicable, on the foregoing reports
 6. Miscellaneous business placed on the agenda by Board members
 7. Old Business
 8. New Business
 9. Adjourn
- **3.15 Emergency Matters:**

The Board may declare that any item of business required to be set forth in writing on the agenda of a meeting constitutes an “emergency matter” and the Board can thereby waive the requirement that such matter be included on the agenda or in the notice of a special meeting. To declare a matter an “emergency” shall require two-thirds vote of the members of the Board present, so long as a quorum is present.

Article IV

Board of Directors

- **4.1 Number and Term of Board of Directors:**

The direction and management of the affairs of the Association and the control and disposition of its properties and funds shall be vested in a Board of Directors which shall consist of Eight (8) Area Directors, all elected officers of the Association and the immediate past President of the Association. The Area Directors of the Board shall consist of two (2) members from each U.S. Main Land Time Zone, to be elected every two years by the majority vote of the members present and voting at the Annual General Membership Meeting during the even-numbered year. The term for which the Board Members shall serve on the Board shall be two (2) years, beginning on July 1 of the same year following the election. No individual can serve more than two (2) consecutive terms in the same position.

- **4.2 Conduct of Meetings:**

Robert’s Rules of Order, Newly Revised, will be the parliamentary authority for all legislative procedures not specifically covered by the Bylaws of this Association,

- **4.3 Vacancies:**

Each Board Member shall serve for a two-year term of office until a successor is duly elected and qualified. A vacancy shall be declared in any seat on the Board, upon the death or resignation of the occupant, disability of any occupant rendering him or her permanently incapable of participating in the management and affairs of the Association, or by vote of the Board of Directors. The President shall appoint a temporary Board Member to fill the vacancy until the next annual meeting of the members at which an election is held as per section 3.11 of the Bylaws.

- **4.4 Eligibility:**

The Members of the Board of Directors must qualify under 3.1, who have consented, prior to their nomination and election, to serve on the Board. Officers elected at the same annual meeting, salaried employees of the Association, practicing attorneys and employees of similar Associations may not be nominated to serve on the Board of Directors. No nomination for the position of Director of the Association shall be accepted, unless nominated by a current member of the Association.

- **4.5 Quorum for transacting business:**

A majority of the current Board, including a Board Member from at least two (2) regions shall constitute a quorum for the transaction of business at all meetings convened according to these Bylaws. No business shall be conducted by the Board unless a quorum is present. A board member present by proxy shall not be counted to establish a quorum. The act of the majority of the Board Members present at a meeting at which a quorum is present shall be the act of the Board.

- **4.6 Removal of Board Member and Board Disagreements:**

- A. The Board may, by majority vote, remove a Director from office if such Director is no longer eligible to serve or has two (2) unexcused or three (3) consecutive excused or unexcused absences from meeting. The Board shall notify such Director and replace that member for the remainder of his or her term of office with nomination from the President, presented for Board Approval, at the next regular meeting.
- B. Leave of Absence. For sufficient reason, such as illness or vacation, a member may request a leave of absence.
- C. Resignation. A written resignation shall be acted upon at the next regular meeting of the Board

- **4.7 Special Meetings of the Board of Directors:**

Special meetings of the Board of Directors shall be held when the President or Vice President calls the meeting, giving each member of the Board ten days notice, to transact business as may lawfully come before the Board. An Agenda for the meeting shall be prepared by members of the executive committee to be submitted to the Secretary and who will distribute to each member of the Board by mailing or otherwise delivering same to each member. The Agenda must be received by each member of the Board one week prior to the Special Meeting. Board meetings and special meetings of the Board of Directors may be held by any electronic conferencing.

- **4.8 Written Action:**

Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting and by order of the President, Vice President, or when signed by the number of directors that would be required to take the same action at a meeting of the Board of Directors at which all directors are present. Between meetings of the Board of Directors, any questions may be submitted by the President, Vice President, or to the

Board for ballot by mail, facsimile, e-mail, or other method decided by the board of directors as occasion arises, unless otherwise provided in the Bylaws or act of the Board of Directors. Distribution of ballot requires the same vote as would be required to take the same action at a meeting.

Article V Officers

- **5.1 Election:**

The officers of the Association shall be the President, Vice President, Secretary, Treasurer, and such other officers as may be determined by the Board. The members shall elect the officers at the Annual General Meeting during the even-numbered years. The officers so elected shall hold office for a period of two years until their successors are elected and qualify. If a person is elected as an officer, he or she may not be nominated or elected as a director at the same Annual meeting. In order to qualify for election as an Officer, a person must meet the eligibility requirements of Section 4.5 of these Bylaws as a director or officer of the association unless written valid excuse is offered an approved by the Board of Directors at least 90 days prior to the election.

- **5.2 Duties:**

The principal duties of the several officers are as follows:

- **A. President:** The President shall preside at all meetings of the members of the Association. S/he shall be the Chief Executive Officer of the Association and, subject to the control of the Board, shall have general charge and supervision of the administration of the affairs and business of the Association. S/he shall see that all orders and resolutions of the Board are carried into effect. S/he shall sign and execute all legal documents and instruments in the name of the Association when authorized to do so by the Board and shall perform such duties as may be assigned from time to time by the Board. The President shall submit to the Board plans and suggestions for the work of the Association, shall direct its general correspondence, and shall present recommendations in each case to the Board of Directors for decision. S/he shall also submit a report of the activities and business affairs of the Association at each Annual Meeting and at other times when called upon to do so by the Board.
- **B. Vice-President:** The Vice-President shall discharge the duties of the President in the event of absence or disability of any cause whatsoever, and shall perform such additional duties as may be prescribed by the President.
- **C. Secretary:** The Secretary shall have charge of the records and correspondence of the Association under the direction of the President. The Secretary shall give notice of and attend all meetings of the Board. The Secretary shall discharge such other duties as shall be assigned by the President. In case of the absence or disability of the Secretary, the President may appoint an Acting Secretary to perform the duties of the Secretary during such absence or disability. In case of the absence or disability other than a vacancy of the President and Vice President,

the Secretary shall call the meeting to order and preside until the election or appointment of an acting President.

- **D. Treasurer:** The Treasurer shall keep account of all monies, credits and property of the Association which shall come into his or her hands, and keep an accurate account of all monies received and discharged. Except as otherwise ordered by the Board, the Treasurer shall have the custody of all the funds and securities of the Association and shall deposit the same in such banks or depositories as the Board shall designate. The Treasurer shall keep proper books of account and other books showing at all times the amount of funds and other property belonging to the Association, all of which books shall be open at all general membership meetings for the inspection of full members of the Association. The Treasurer shall also submit a report of the accounts and financial condition of the Association, at each Annual General Meeting, and at such other times as directed by the Board. The Treasurer shall, under the direction of the Board, disburse monies and sign instruments drawn on or payable out of the funds of the Association. All checks shall require two signatures, unless otherwise directed by the Board of Directors. The Treasurer will be responsible for preparing and filing all tax matters for the organization with the approval of the board.

The Treasurer shall also make such transfers and alterations in the securities of the Association as may be ordered by the Board. In general, the Treasurer shall perform all the duties which are incident to the office of the Treasurer, subject to directions of the Board and shall perform such additional duties as may be prescribed from time to time by the Board. In case of absence or disability of the Treasurer, the President may appoint an Acting Treasurer to perform the duties of the Treasurer during such absence or disability. The Association shall purchase Blanket Fidelity bonds on all officers, employees and Directors in an amount to be determined by the Board.

- **E. Parliamentarian:** The Parliamentarian shall keep order at meetings of the Association and Board, make sure meetings are conducted in accordance with the Robert's Rules of Order, Newly Revised, and take Roll Call.

- **5.3 Vacancies:**

Whenever a vacancy shall occur in any office, such vacancy shall be filled by an appointee of the Executive Committee who is eligible under section 5.1 and confirmed by a simple majority vote of the Board, The new Officer shall hold office until the next election.

Article VI Committees

- **6.1 Standing Committees:**

The following may be the Standing Committees of the Board:

1. Executive Committee – which shall consist of President, Vice-President, Secretary, Treasurer

2. Education / Training
3. Legislation/Government
4. PR/Marketing
5. Ethics/Grievances
6. Finance/Budget
7. Special Activities/Awards
8. Membership

Each Standing Committee shall consist of a Chairperson appointed by the President. The President may at any time, and for the benefit of the Association, replace the Chairperson of any Standing Committee. Each Standing Committee shall have a minimum of three (3) members. The Chair of said committee will appoint the members of all Standing Committees, and shall keep minutes of their meetings and report their activities to the President when directed by the President or Vice-President. Appointments to Standing Committees shall be until Election Meeting takes place or until such time as they are dissolved by the President

- **6.2 Special Committees:**

The President shall appoint such Special Committees as are deemed necessary by the President, and will appoint the Chair. The President may at any time and for the benefit of the Association replace the Chairperson of any Special Committee. Special Committees shall consist of such members as are selected by the chair of such committee. Special Committee appointments and the life of the Special Committee shall be for the duration of time set forth in the appointment thereof, but in any event, not to extend beyond the end of the year in which such appointments are made, or until such times as they are dissolved by the President.

- **6.3 Recommendations of Committees:**

Standing committees and Special Committees shall be advisory only and recommendations and action of such committees shall not be binding upon the President or the Board.

Article VII

Indemnification of Directors, Officers, Employees and Other Agents

- **7.1 Agents, Proceedings, and Expenses:**

For the purposes of this Article, “agent” means any person who is or was a Director, officer, employee, or other agent of this Association, or is or was serving at the request of this Association as a Director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, “proceeding” means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative; and “expense” includes, without limitation, attorneys’ fees and any expenses of establishing a right to indemnification under Sections 7.4 or 7.5(c) of this Article VII.

- **7.2 Actions Other Than By the Corporation:**

This Corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this Association to procure a judgment in its favor) by reason of the fact that such person is or was an agent of this Association, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of this Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The termination of any 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 the person reasonably believed to be in the best interests of this Association or that the person had reasonable cause to believe that the person's conduct was unlawful.

- **7.3 Actions by the Association:**

This Association shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this Association to procure a judgment in its favor by reason of the fact that person is or was an agent of this Association, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of that action if that person acted in good faith, in a manner that person believed to be in the best interests of this Association and its shareholders. No indemnification shall be made under this Section 7.3 for any of the following reasons:

- (a) In respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to this Association in the performance of that person's duty to this Association and its shareholders, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, that person is fairly and reasonably entitled to indemnity for the expenses and then only to the extent that the court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a pending action without court approval; or
- (c) Of expenses incurred in defending a pending action which is settled or otherwise disposed of without court approval.

- **7.4 Successful Defense By Agent**

To the extent that an agent of this Association has been successful on the merits in defense of any proceeding referred to in Sections 7.2 or 7.3 of this Article VII, or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection there with.

- **7.5 Required Approval**

Except as provided in Section 7.4 of this Article VII, any indemnification under this Article VII shall be made by this Association only if authorized in the specific case on a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 7.2 or 7.3 of this Article VII, by any of the following:

- (a) A majority vote of a quorum of Directors;
 - (b) If such a quorum of Directors is not obtainable, by independent legal counsel in written opinion; or
 - (c) Approval by the affirmative vote of a majority of the members of this Association entitled to vote represented at a duly held meeting at which a quorum is present; or
 - (d) The court in which the proceeding is or was pending, on application made by this Association or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this Association.
- **7.6 Advance of Expenses:**

Expenses incurred in defending any proceeding may be advanced by this Association before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount of the advance if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article VII.

- **7.7 Other Contractual Rights:**

The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of members or disinterested directors, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, to the extent such additional rights to indemnification are authorized in the Articles of Incorporation. The rights to indemnify under this Article VIII 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 right to indemnification to which persons other than Directors and officers of this Association or any subsidiary hereof may be entitled by contract or otherwise.

- **7.8 Limitations:**

No indemnification or advance shall be made under this Article VII, except as provided in Sections 7.4 or 7.5(c), in any circumstance where it appears:

- (a) That it would be inconsistent with a provision of the articles, a resolution of the Corporation, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification.
- (b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

- **7.9 Specific Indemnification of Directors:**

Notwithstanding any provision in this Article VII to the contrary, Directors who are parties to, or threatened to be made a party of, any proceeding shall be indemnified against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding, including, but not limited to, the defense or settlement of such proceeding; provided, however, that such Director's personal liability does not arise out of such person's (i) acts or omissions that involve intentional misconduct or knowing and culpable violation of the law; (ii) acts or omissions that such Director believed to be contrary to the best interests of this Association or its members or that involve the absence of good faith on the part of the Director; (iii) any transaction from which a Director derived an improper personal benefit; (iv) acts or omissions that show a reckless disregard for the should have been aware, in the ordinary course of performing the Director's duties, of a risk of serious injury to this Association or its members; (v) acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of the Director's duty to this Association or its members. This Section 7.9 shall not be construed to eliminate or limit the liability of an officer of this Association for any act or omission as an officer, notwithstanding that such officer is also a Director or that such officer's actions, if negligent or improper, have been ratified by the Board of Directors.

- **7.10 Insurance Section:**

Upon and in the event of a determination by the Board of Directors of this Association to purchase such insurance, this Association shall purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this Association would have the power to indemnify the agent against that liability under the provisions of this Article VII.

- **7.11 Fiduciaries of Association Employee Benefit Plan**

This Article VII does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may also be an agent of the Association as defined in Section 7.1 of this Article VII. This Association shall have power to indemnify such a trustee, investment manager or other fiduciary to the extent permitted by applicable law.

Article VIII

Fiscal Year

The Fiscal Year of the Association shall begin on the first (1st) day of July in each calendar year and end on the 30th (thirtieth) day of June of the next calendar year.

Article IX

Waiver of Notice

Whenever any notice is required to be given to any member of the Board of Directors of the Association, 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 X
Amendment**

**APPROVED BY NABBI CHARTER MEMBERS AND BOARD OF DIRECTORS
MARCH 19, 2012
ST LOUIS, MISSOURI**