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December, 2014

The following pages contain the Bylaws of the Illinois Law Enforcement Alarm System (ILEAS), adopted by the ILEAS Governing Board on December 11, 2014, and effective immediately.

Law enforcement throughout Illinois always looks for ways to improve and to adapt to a constantly changing environment. We recognize that ILEAS must constantly review its operation and make improvements to remain relevant and to better serve its member agencies over the long term.

ILEAS has been in existence for over ten years. Over the last two years, the Board has reviewed operations, foundational documents and financial figures. We worked to improve the mutual aid agreement that underlies all that ILEAS does, creating a new stronger, agreement. With the adoption of that new agreement by law enforcement agencies across the state, we have turned our attention to the Bylaws of ILEAS.

These new Bylaws conform to the new Mutual Aid Agreement, provide more specificity on the operations of the Governing Board, and empower ILEAS to be a strong part of law enforcement mutual aid in Illinois. It is our hope and belief that ILEAS will be there when we are needed.

David Snyders
Sheriff, Stephenson County
President

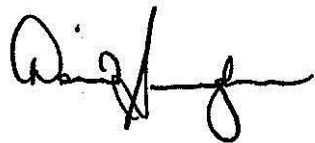


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The Table of Contents, article numbers and paragraph numbers used in this copy of the Bylaws are supplied for convenience and are not part of the Bylaws adopted 12/11/14.

BYLAWS OF THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

ARTICLE I. ESTABLISHMENT

- 1.1** **Name:** The name is established as ILLINOIS LAW ENFORCEMENT ALARM SYSTEM herein referred to as ILEAS.
- 1.2** **Location:** The location of the principal office of ILEAS shall be in the city of Urbana in the County of Champaign and the State of Illinois. In addition, ILEAS may maintain other offices and facilities whether within or without the State of Illinois as determined by the ILEAS Governing Board from time to time. The Governing Board may change the address of ILEAS' principal office by duly adopted resolution.
- 1.3** **Purpose and Powers:** ILEAS is organized to provide a lawful, effective and efficient system of law enforcement mutual aid among the participating law enforcement agencies. This mutual aid purpose includes, but is not limited to:
- To coordinate the deployment of resources with various local, state and federal agencies and/or municipalities.
 - To manage and administer various grants and equitably, operationally and strategically assign resources obtained through grants and other funding sources.
 - To manage the affairs of ILEAS.
 - To set ILEAS guidelines, policies and standards.
 - To function as an intergovernmental agency in accordance with state statutes.
 - To represent member agencies to the State and Federal government on issues regarding homeland security and strategic interagency coordinative activities.
- 1.4** **Authority:** ILEAS' authority is derived from the Law Enforcement Mutual Aid Agreement (LEMAA) as adopted by the signatory agencies and executed in multiple counterparts, having initial signatories in 2014. The LEMAA has been established based on the Constitution of the State of Illinois (Article 7 Section 10), Illinois Intergovernmental Cooperation Act (5 ILCS 220/1), the Local government and government employee Tort Immunity Act (745 ILCS 10/7-101) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1). System Membership is in full force and effect with the passage and approval of a companion ordinance, resolution or other legally binding document by a participating agency in the manner provided by law and executive by a representative of a participating law enforcement agency who has the legal authority to sign and enter into the LEMAA on behalf of his/her law enforcement agency.
- 1.5** **Mission:** The mission of ILEAS is to provide emergency response and capability coordinative support to member law enforcement agencies when lives and property are at risk or where an articulable reason exists to believe that lives and property are potentially at risk. ILEAS also seeks to identify, coordinate and implement activities which promote notions of inter-governmental cooperation with regard to public safety both inter- and intra-state. ILEAS meets the needs of law enforcement throughout the State of Illinois in matters of mutual aid, emergency response and the combining of resources to enhance public safety. The Motto and Guiding Principle of ILEAS is, "Strength Through Cooperation."
- 1.6** **Limitations:** ILEAS shall not participate in, or intervene in (including the publishing or distribution of statements and materials) any political campaign on behalf of (or in opposition to) any candidate for public office.

1.7 **Compliance:** ILEAS shall comply with all State statutes that govern public agencies. This specifically includes the Open Meetings Act and the Freedom of Information Act.

1.8 **Effective Date:** These bylaws are effective upon adoption. ILEAS has six months after said adoption to execute resolutions, policies and other actions required by these by-laws.

BYLAWS OF THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

ARTICLE 2. MEMBERSHIP

- 2.1** **Participation:** Participation in ILEAS is limited to Public Agencies as defined in the Illinois Intergovernmental Cooperation Act that have adopted and signed either the LEMAA or the Prior ILEAS Mutual Aid Agreement from 2002. For purposes of these Bylaws, the term “membership” or “Member Agency” will apply to those Public Agencies.
- 2.2** **Membership:** A local public agency becomes a participating member upon proper execution of the LEMAA. A non-public agency that meets the standards as established in the LEMAA becomes a Non-member Affiliate by signing the Governing Board approved Non-member Affiliate Agreement. An agency that has signed the LEMAA or the Prior ILEAS Mutual Aid Agreement from 2002 remains a participating member until such time as its membership is terminated as described in these Bylaws.
- 2.3** **Non-Member Affiliate Approval:** In order to be approved, the Non-member Affiliate submits a signed Non-member Affiliate Agreement and submits it to the Executive Director. If it is determined that the agency meets the standards as established in the LEMAA as a Non-member Affiliate, and no reason exists to prevent the agency from being a Non-member Affiliate, the Executive Director may sign the Agreement. The Executive Director shall inform the Governing Board of the adoption of each Non-member Affiliate Agreement at the next regularly scheduled Governing Board meeting.
- 2.4** **Voting Privileges:** Starting in March of 2015, the privilege of holding elective office and voting for Governing Board representatives is limited to Signatory Public Agencies that have signed the LEMAA. Each Agency will have one vote. The Agency chief executive, or his/her designee, shall have the authority to cast a vote on behalf of the Agency.
- 2.5** **Voluntary Termination Of Membership:** Any Member Agency has the right to terminate its participation in ILEAS upon ninety (90) days’ notice to ILEAS. ILEAS shall notify remaining member agencies of the notice of termination.
- 2.6** **Involuntary Termination of Membership:** The participation of any member agency may be terminated for failure to meet its obligations in accordance with the terms of the LEMAA, these bylaws, or are found to be responsible for any behavior detrimental to ILEAS.
- Any Member Agency may allege that another Member Agency has conducted itself in such a manner that its membership in ILEAS should be involuntarily terminated.
 - A Member Agency making such a claim shall submit the allegation, a summary of the facts, and supporting documentation in writing to the ILEAS Executive Director.
 - The Executive Director shall file a written report with the ILEAS Governing Board regarding the allegation. The Executive Director may make any reasonable inquiries into the allegation, facts and documentation, and the Executive Director may request the service of ILEAS employees or others, as reasonable, to conduct the inquiries. The Executive Director’s Report shall include the allegation, summary of facts and supporting documentation; it may include a recommendation from the Executive Director. The Executive Director shall file his

report by including it in the material regularly prepared for the ILEAS Board in anticipation of the first ILEAS Board meeting held on or after the date 45 days after the receipt of the allegation, summary of facts and supporting documentation.

- Both the Member Agency making the allegation and the Member Agency about which the allegation is made shall be provided a copy of the Executive Director's report and notified of the Governing Board consideration of the matter.
- A representative of the Member Agency against which the allegation is made may attend the Governing Board meeting and address the Board as to the allegation.
- The Governing Board may vote to:
 - Involuntarily terminate the membership of the agency in question effective 30 days after the vote upon a two thirds vote of the Board.
 - Send the issue back to the Executive Director for the collection of more information and a report at the next regularly scheduled meeting.
 - Not involuntarily terminate the membership of the agency in question and take no further action on the allegation.
- The Executive Director of ILEAS shall report in writing the decision of the Governing Board to both the involved Member Agencies.
- If involuntarily terminated, the Member Agency against which the allegation is made may initiate an appeal to the entire membership by the following process.
 - The Chief Executive of the agency in question shall file, in writing with Executive Director, the intent to appeal the decision of the Governing Board to the Signatory Agencies membership within 30 days of the Board's decision.
 - In not less than 30 days after receipt, the Executive Director shall communicate a summary of the process and decision to all then-current Signatory Public Agencies to the LEMAA together with the date and time by which the Signatory Public Agencies must cast their vote to support or oppose the Governing Board's decision.
 - Each then-current Signatory Public Agency is entitled to one vote. The vote of the Signatory Public Agency should be sent to the Executive Director within 14 days.
 - The vote can be sent by letter, fax or email but may not be communicated orally (in person or by telephone).
 - The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged.
 - The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted. All votes shall be tallied within one day after the date when the voting was terminated.
 - The termination shall stand if the votes in favor of the Governing Board's decision constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the Governing Board's decision constitute less than or equal to fifty percent (50%) of the total votes cast.
 - If the Governing Board's decision to terminate carries, the membership in the LEMAA of the agency in question will then be terminated.
 - The President of the Governing Board shall notify the agency in question in writing within 24 hours of the close of the vote as to the outcome.
 - The President of the Governing Board shall notify all Signatory Agencies within 24 hours of the close of the vote as to the outcome.
 - For the purposes of notifying the membership, "in writing" may be an email sent to the address identified by each Signatory Public Agency.

BYLAWS OF THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

ARTICLE 3. GOVERNANCE

- 3.1** **Governance And Authority:** ILEAS is governed by a Governing Board which derives its authority through its establishment in the LEMAA as adopted by the Signatory Public Agencies. The responsibility of the Governing Board is to establish policy and to implement the provisions as described in the LEMAA such as the development of a statewide mutual aid plan.
- 3.2** **Governing Board:** The Governing Board of ILEAS shall consist of 16 members representing the Co-Chairs of the eight ILEAS regions as established in the LEMAA. Each region shall have one elected Sheriff and one elected Chief of Police from Signatory Public Agencies representing them. Permanent Governing Board membership shall be granted to the following agencies: the Director of the Illinois State Police or designee, President of the Illinois Association of Chiefs of Police or designee, President of the Illinois Sheriffs' Association or designee. The Superintendent of the Chicago Police Department will also appoint two persons to the Governing Board.
- 3.3** **Compensation:** All Governing Board members serve without compensation from ILEAS.
- 3.4** **Delegates:** Elected Regional Co-Chair Governing Board members may appoint a delegate to officially represent the Governing Board member during his/her term. This appointment shall be made by notifying the ILEAS President in writing on Signatory Public Agency letterhead of the appointment. Delegate appointments do not survive elections and must be re-appointed after each election.
- 3.5** **Vacancies:** In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his election or is otherwise unwilling or unable to serve the balance of his/her term, then a replacement Governing Board member from that Region may be appointed by the surviving Co-Chair following the procedures outlined in the LEMAA.
- 3.6** **Term:** For the elected members of the Governing Board, once elected, they will serve until the next election. Regular Governing Board elections shall be held every two years as outlined in the LEMAA.
- 3.7** **Elections of Governing Board:** Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a Governing Board member vote result in a tie between candidates, the two or more candidates with

the same highest number of votes shall participate in a “coin toss” selection process to determine who shall fill that Governing Board member position.

3.8 **Quorum:** The quorum of the ILEAS Governing Board is 11 Board members present.

3.9 **Meetings:** The ILEAS Governing Board will meet throughout each year to approve policies, adopt budgets and conduct the business of ILEAS as provided in the LEMAA. ILEAS Governing Board meetings will be conducted in compliance with Illinois Open Meetings Act. The responsibility for establishing the ILEAS meeting schedule and ensuring compliance and notice is that of the President. There are three categories of Governing Board meetings:

- **Annual Membership Meeting** – This meeting will be held once a year at the ILEAS Annual Conference and is open to any ILEAS Member Agency. General Governing Board elections are conducted at the Annual Membership meeting. The Governing Board establishes the schedule for the Annual Membership Meeting.
- **Regular Meetings** – The schedule of the regular meetings of the ILEAS Governing Board is established by the President with advice and consent of the Governing Board. There shall be no less than four regular meetings throughout each year in addition to the Annual Meeting. This meeting schedule shall be posted in January for each calendar year.
- **Special Meetings** – From time to time, there may be a need for the Governing Board to meet to address an emergency or issue that cannot wait for a regularly scheduled meeting. The President may call a special meeting of the Governing Board as necessary but must comply with the Open Meetings Act notice requirements. Any five members of the Governing Board may also call a special meeting by providing written notice to the ILEAS Executive Director specifying the date, time, location and reason for the meeting. The Executive Director will ensure compliance with the Open Meetings Act and notify the Governing Board as a whole.

Cancelations – the President may cancel a regularly scheduled meeting; however, he may not cancel a special meeting called by the Governing Board as described above or the Annual Membership Meeting.

3.10 **Attendance:** Failure of an elected Governing Board member or his/her delegate to attend at least 50% of Governing Board meetings held within any twelve month period will be considered a forfeiture of office by being “otherwise unwilling or unable to serve the balance of that member’s term” as described in Section 3.a.1.d of the LEMAA, thereby creating a vacancy to be filled in the manner provided in the LEMAA.

3.11 **Waiver of Notice:** Any Governing Board member may waive notice of any meeting, and attendance of such member at any meeting will constitute a waiver of notice of such meeting.

3.12 **Conflicts of Interest:** Whenever a Governing Board member has reason to believe that he has a conflict of interest, as defined in Federal or State law, rules or regulations, or any interest, bias or prejudice that may prevent him from being fair and impartial, the Governing Board member shall disclose the conflict, interest, bias or prejudice and recuse himself from any related debate or vote.

- 3.13** **Committees and Advisory Bodies:** The Governing Board may from time to time establish or appoint one or more committees or one or more advisory bodies. A majority of the membership of any committee or advisory body shall be voting members of the Governing Board. Non-Board members of committees and advisory bodies shall serve at the pleasure of the Governing Board.
- 3.14** **Resignation & Removal:** A Governing Board member may resign at any time upon written notice to the Governing Board, with the resignation to take effect at the time specified in the notice and, if not specified, then at the next meeting of the Board. A Governing Board member may be removed with cause, by a vote of a majority of the Governing Board. Written notice of the proposed removal of any Governing Board member shall be provided to all Governing Board members at least one week in advance of the Board meeting where removal is to be considered.
- 3.15** **Roberts Rules of Order:** The rules contained in the current edition of “Robert’s Rules of Order” shall govern the procedural conduct of the Governing Board and its committees and advisory bodies in all cases to which they are applicable and in which they are not inconsistent with these Bylaws. Additionally, the Board may adopt its own rules of procedure, which shall not be inconsistent with these bylaws.
- 3.16** **Books:** The Governing Board shall cause a system to be established where accurate and complete books of Board minutes, agendas and documents shall be kept in compliance with the current law governing such documents.
- 3.17** **Executive Officers:** The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board. The Executive Officers shall be elected from members of the Governing Board who shall have been Governing Board members for at least one year.
- 3.18** **Executive Officer Term:** The Executive Officers shall hold office for a term of two years or until their successors have been duly elected, providing they continue to qualify for active membership during their term of office. All officers may be reelected or appointed for additional terms of office. The President, subject to advice and consent of the Governing Board, will fill vacancies to complete the terms of Executive Officers until the next election.
- 3.19** **Nominating Committee:** The President shall appoint a Nominating Committee consisting of three members of the Governing Board. It shall be the duty of the Nominating Committee to provide a slate of qualified candidates to be Executive Officers. The current officers shall not serve as Nominating Committee members.
- 3.20** **Election Procedures:** Election shall be by ballot. If there is but one nominee for each office, the President shall cast one vote for each nominee to office. A majority of the members present shall elect on the first ballot. In the event no candidate receives a majority vote, a second ballot shall be taken between the two candidates receiving the highest number of votes. Should the vote result in a tie between candidates, the

candidates with the same highest number of votes shall participate in a “coin toss” selection process to determine who shall fill that Executive Officer position. Elected officers shall assume their duties of office upon election.

- 3.21** **President:** Subject to the control of the Governing Board, the President shall be the principal executive officer of ILEAS in that he/she will supervise and control all of its business and affairs. Additionally, the President:
- Shall, when present, preside at all meetings of the Governing Board.
 - may sign, with the Secretary or any other proper officers of ILEAS any deeds, mortgages, bonds, contracts, or other instruments which the Governing Board has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by the Governing Board to some other officer or agent or shall be required by law to be otherwise signed or executed.
 - Shall perform all duties incident to the office of President and such other duties as may be prescribed by the Governing Board from time to time.
 - Shall establish Governing Board meeting dates, times and locations within the guidelines established in these bylaws.
 - Shall make all committee and ex-officio Governing Board appointments with the advice and consent of the Governing Board.
- 3.22** **Vice President:** The Vice President shall serve as an assistant to the President and may perform such other duties as from time to time may be assigned to him by the President or the Governing Board.
- 3.23** **Secretary:** The Secretary, under the supervision of the President and the Governing Board, shall be responsible to ensure that the official records of ILEAS are kept. Responsibilities include that the Secretary ensure that:
- Minutes of the meetings of the Board are prepared and sent to each of the Governing Board members.
 - Minutes are made available to all the ILEAS Member Agencies.
 - A register of the name and post office address of each Member Agency of ILEAS is kept, updated and available to the Governing Board and the other Member Agencies
 - Functional staff maintains an updated website where pertinent documents and databases reside to make documents and information about ILEAS available to both the public and to Member Agencies.
 - He/she performs all such duties as are incident to the office of a Secretary
- 3.24** **The Treasurer:** The Treasurer shall have general oversight over all funds and financial processes of ILEAS. His/her responsibilities include:
- Being authorized to endorse, or cause to be endorsed in his name, on behalf of ILEAS, all checks, notes or other obligations and evidence of the payment of money paid by ILEAS coming into his or her possession, or other officers or employees.
 - ensuring that all funds received by or on behalf of ILEAS are promptly deposited in such banks or trust companies as may be selected as depositories of ILEAS by the Board, and shall also see that all securities are placed in safe-keeping in the manner directed by the Board.
 - Overseeing the system of accounts, audits and reports as provided by the staff.
 - Ensuring that audits are completed and submitted to the Governing Board.
 - Performing all duties, which are incident to the office of Treasurer, however, at all times subject to the direction and control of the Board.
- Reviewing the expenditures as presented by the staff, the source of which is grant funded.

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

3.26 **Succession:** In the absence of the President or in the event of his/her death, inability or refusal to act, or no longer meeting the qualifications to be a Board member, another officer of ILEAS shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the limitations upon the President's powers. Given those circumstances, the succession order shall be:

1. Vice President
2. Secretary
3. Treasurer
4. Sergeant at Arms

3.27 **Action Without Meeting:** If a matter of immediate and critical need shall arise requiring action of the Governing Board as required by policy and it is impracticable to convene a regular or special meeting, the matter may be managed by the Executive Director after consultation with the elected Officers of the Governing Board. The Executive Director shall submit a complete report on the situation and resolution to the Governing Board as soon as practical at a regular or special meeting called for that purpose.

BYLAWS OF THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

ARTICLE 4. ADMINISTRATION

4.1 **Designation of Administrative Officers:** The ILEAS Governing Board may utilize either or both staff or contracts to administer ILEAS business. The Governing Board shall designate titles, appointment, discharges, duties, responsibilities and compensation of such staff as it deems necessary. Administrative staff shall not be members of the Governing Board and shall hold their position for such term and perform such duties as shall be determined from time to time by the Governing Board.

4.2 **Executive Director:** The Board shall hire an Executive Director by majority vote. The Executive Director shall not be a member of the Governing Board. The Executive Director's duties and responsibilities shall include, but are not limited to:

1. Oversight of the daily operations of ILEAS including supervision, hiring and firing any staff.
2. Carrying out the mission of ILEAS and implementing the Governing Board's policies.
3. Scheduling or overseeing the scheduling of all ILEAS programs, projects and activities.
4. Coordinating relations and representing ILEAS with the State of Illinois, local governmental and other appropriate organizations.
5. Overseeing the budgetary and fiscal processes of ILEAS.
6. Preparing documents and support for the Governing Board meetings to include:
 - a. Board packets
 - b. Agendas
 - c. Financial statements
 - d. Supporting documents and reports
7. Representing ILEAS on Boards and Task Forces as necessary and required.
8. Signing and executing contracts and documents necessary for the operation of ILEAS. This includes contracts and documents necessary for the operation of ILEAS, as set forth in the Purchasing and Signatory Authority Policy as adopted by the Governing Board.
9. Ensuring the proper maintenance of files, documents, equipment and other property of ILEAS

With approval of the Governing Board, the Executive Director may employ staff, engage contractors and delegate responsibilities to fulfill the aforementioned duties and responsibilities.

The Executive Director shall meet with the elected Officers of the Governing Board on an annual basis to discuss goals for the coming year and to review progress for the past year.

4.3 **Policies and Procedures:** From time to time, the Governing Board shall adopt operating policies and procedures as necessary. These policies and procedures shall govern the processes used by ILEAS to conduct ILEAS business.

BYLAWS OF THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

ARTICLE 5. FISCAL AUTHORITY

- 5.1** Fiscal Year: The ILEAS Fiscal Year shall commence on the first day of July in each year and terminate on the 30th day of June of the following year.
- 5.2** Audits: ILEAS shall conduct a financial audit annually in accordance with auditing standards and accounting principles generally accepted in the United States of America using an independent auditing firm.
- 5.3** Finances: ILEAS assets and funds shall be managed according to policies and procedures adopted by the Governing Board. Fiscal records shall be maintained in such a manner as to comply with established standards and in compliance with all the appropriate State and Federal statutes. The Executive Director shall report to the Governing Board at every regular meeting the status of all grants, accounts and funds managed by ILEAS. This report shall include the current status of each of the grants and accounts managed by ILEAS, including a summary of all income and expenses incurred, along with a comparison to budget.
- 5.4** Budget: The Executive Director shall submit to the Governing Board a proposed annual budget for its consideration and approval prior to the beginning of each fiscal year. From time to time as it deems necessary, the Governing Board may alter or amend the budget as fund availability changes.
- 5.5** Contracts: The Governing Board may authorize any officer or agent of ILEAS, in addition to those so authorized by these by-laws, to enter into any contract or sign any instrument for ILEAS, and such authority may be general or confined to specific instances.
- 5.6** Borrowing: No loan shall be contracted on behalf of ILEAS and no evidence of indebtedness shall be issued unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.
- 5.7** Checks and Drafts: All checks drawn on ILEAS accounts must be signed and countersigned. All checks, drafts or other orders for the payment of money, notes or other evidences of ILEAS indebtedness shall be signed by such officers or agents of ILEAS as shall from time to time be determined by the Board by Resolution. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President.
- 5.8** Depositories : All ILEAS funds shall be deposited in such banks, trust companies or other depositories as the Governing Board may select.
- 5.9** Gifts: The Governing Board may accept on behalf of ILEAS any contribution, gift, bequest or *devise* for general purposes or for any special purpose of the Corporation.

5.10

Dues and Fees: Dues will be determined by the Governing Board. The amount of dues shall be reviewed and established annually by the Governing Board. Dues shall be collected annually at the beginning of the Fiscal year in July. Dues are payable by September 1 each year. The Governing Board shall establish any fees that it may determine to be necessary both in terms of amount and method of collection.

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ARTICLE 6.

AUTHORITY TO ENTER CONTRACTS

- 6.1** Authority: The ILEAS Governing Board has the authority, right and power to enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS. That authority will be exercised in accordance with these bylaws and policies adopted in furtherance of these bylaws.
- 6.2** Signatory Agencies: No signatory agency, or its representative(s), may bind ILEAS to any form of agreement of any sort or kind.
- 6.3** Non-Member Affiliates: No non-member affiliate, or its representative(s), may bind ILEAS to any form of agreement of any sort or kind.
- 6.4** Agreements With Non-Member Affiliates: Application for non-member affiliate status may be made in any form acceptable to the Executive Director, including the signing of a form "Non-Member Affiliate Agreement." Upon receipt of any such application, the Executive Director shall determine whether the application is made by an appropriate law enforcement agency and shall report to the President of ILEAS. Upon verbal or written approval by the President, the Executive Director has the authority, right and power to sign a "Non-Member Affiliate Agreement" on behalf of ILEAS.
- 6.5** Intergovernmental Agreements: In the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements, to wit, the Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act. Any contract or other agreement between ILEAS and another governmental agency will conform to those provisions. The substance of any such contract or agreement shall be approved by the Governing Board and the contract shall be signed by the President or Executive Director.
- 6.6** Memoranda of Understanding: The ILEAS Governing Board, its officers, and / or the Executive Director have the authority, right and power to sign documents which are not enforceable contracts and are commonly called Memoranda of Understanding. The provisions of this paragraph do not apply to any document that has the legal effect of a contract, even if the document is entitled "memorandum of understanding" or "mou." Memoranda of Understanding may be made between ILEAS and other governmental or non-governmental bodies. The substance of any such memorandum shall be consistent with previous directives of the Governing Board or shall be approved by the Governing Board and the memorandum shall be signed by the President or Executive Director.
- 6.7** Contracts Under \$100,000: All purchases or contracts under \$100,000 must be signed by the Executive Director or his designee. All contracts under \$100,000 will otherwise comply with the ILEAS Purchasing Policy.
- 6.8** Contracts Over \$100,000: All purchases or contracts of \$100,000 or over must be signed by two officers of

the Governing Board, or the Executive Director and one officer of the Governing Board. All contracts of \$100,000 or over will otherwise comply with the ILEAS Purchasing Policy.

6.9

Other Authorization by Governing Board: The Governing Board may authorize any officer or agent of ILEAS, in addition to those so authorized by these by-laws, to enter into any contract or sign any instrument for ILEAS, and such authority may be general or confined to specific instances.

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ARTICLE 7. INSURANCE AND INDEMNIFICATION

7.1 **Insurance:** ILEAS shall have the authority, right and power to obtain the following types of insurance in amounts and under terms deemed appropriate by the Executive Director:

a. Indemnity, casualty, employment, liability, excess/umbrella and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Executive Director. Insureds under said policies may include ILEAS and any person (and/or their heirs, executors or administrators) or entity (including successors and predecessors) that is, was or will be:

1. a member of the Governing Board;
2. an employee of ILEAS;
3. an agent or apparent agent of ILEAS,
4. an independent contractor which the Governing Board deems important to insure for identified interests of ILEAS, or;
5. is otherwise determined by the Executive Director as being appropriate to add as an Additional Insured.

Said policies may insure against any liability or claim of liability asserted against any such entity or person relative to any act, omission or status associated with the business of ILEAS.

b. Property and casualty, terrorism/vandalism and nuclear damage insurance as to any interest in any property ILEAS holds.

7.2 **Indemnification:** ILEAS shall have the authority, right and power to indemnify, for any time period, any person (and/or their heirs, executors or administrators) or entity (including successors and predecessors) against any claim, or prospective potential claim, of any sort, kind or nature, whether:

- a. civil,
- b. criminal,
- c. administrative, or
- d. investigative relative to a potential claim

In nature and so long as it is associated with the indemnitee's affiliation with ILEAS. Such indemnification may be as to:

- a. expenses (including attorneys' fees and costs),
- b. judgments and costs,
- c. fines and/or amounts paid in settlement,

Actually and reasonably incurred by the indemnitee in connection with such claim, or prospective potential claim, so long as the indemnitee acted or failed to act:

- a. in good faith, and
- b. in a manner the indemnitee reasonably believed to be in, or not opposed to, the best interests of ILEAS, and
- c. had no reasonable cause to believe was unlawful.

Indemnification shall only be granted if such indemnification is permitted by Illinois law and is either done to promote the interests of ILEAS in obtaining agents or entities to work for or with ILEAS or to promote the goals and needs of ILEAS.

Where there is no pending claim or threat of claim against the proposed indemnitee(s), the terms and conditions of such indemnification shall be established by the Executive Director.

Where there is a pending claim or threat of claim against the proposed indemnitee(s) and a quorum of Governing Board members are disinterested in the pending or threatened claim, the terms and conditions of such indemnification shall be established by the Governing Board. Where there is a pending claim or threat of claim against the proposed indemnitee(s) but the number of Governing Board members disinterested in the pending or threatened claim is too few to make a quorum, the terms and conditions of such indemnification shall be established by the Governing Board, but only upon receipt of an opinion from legal counsel that the granting of such indemnification would not violate Illinois law.

7.3

Actions and Defenses by ILEAS: As determined by the Governing Board, ILEAS shall have the authority, right and power to initiate such claims and suits of any sort or kind as it deems necessary to effect the goals and purposes of ILEAS and to defend against claims and suits of any sort or kind brought as against ILEAS, either by name or as against one or more officers or directors in relation to ILEAS. As determined by the Governing Board, ILEAS shall also have the authority, right and power, but not the obligation, to provide a defense for employees, agents, officers and Governing Board members of ILEAS where such a defense is requested by the named defendant and would not be in conflict with the interests or representation of ILEAS. Further, ILEAS shall have the authority, right and power to retain and compensate counsel for fees, costs and expenses associated with any of the foregoing.

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ARTICLE 8. AMENDMENTS

- 8.1** **Bylaw Amendments:** The By-Laws of ILEAS may be repealed, modified, altered, or amended at any meeting of the Governing Board, by a majority vote of the Board provided, however, that no repeal, modification, alteration or amendment may be adopted at the regular or special meeting where introduced unless the Secretary, at least sixty (60) days before such meeting, shall have mailed to each member of the Board a copy of such proposed amendment. Said copy may be physically mailed or provided electronically.
- 8.2** **Law Enforcement Mutual Aid Agreement (LEMAA) Amendments:** The LEMAA, which was initiated in 2014, establishes a specific process for its amendment. If a need arises to amend the LEMAA, the Governing Board shall follow the procedures as outlined in the LEMAA.