



**INTERGOVERNMENTAL
AGREEMENT**

CONTRACT & BYLAWS

Amended December 4, 2007

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INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT IS ENTERED INTO by and between the units of local government or public agencies as defined in the Statutes of the State of Illinois and pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and 5 ILCS 220/.01, et seq of the Illinois Compiled Statutes (2000 State Bar Edition).

In order to accomplish certain goals and aims of the various members, the following hereafter is the contract and by-laws for the public agency to be established under the name of Northeastern Illinois Public Safety Training Academy (NIPSTA), which will set forth the obligations and responsibilities of the cooperating units of government and other members as hereinafter specified and further, shall be organized and governed as stipulated in this contract and bylaws.

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements to be performed by the parties, the Contract and Bylaws of NIPSTA are as follows:

CONTRACT & BYLAWS

Northeastern Illinois Public Safety Training Academy

ARTICLE I: PURPOSE AND SCOPE

The Northeastern Illinois Public Safety Training Academy (NIPSTA) is a cooperative venture voluntarily established by contracting units of local government. The general purpose is to provide for an organization of geographically related municipalities and public safety agencies in the area of metropolitan Chicago through which the participants may jointly and cooperatively provide for the establishment, operation and maintenance of a public safety training facility to provide instructional, training and research programs of mutual concern for the use and benefit of the participants and others.

In order to keep this objective, the Northeastern Illinois Public Safety Training Academy will provide for its autonomous members a forum through which they may jointly study and solve mutual and instructional problems; exchange viewpoints and experiences in matters of public safety interest; further intergovernmental cooperation; and, whenever deemed necessary, develop a strategy and plan of action for the purpose of achieving common goals.

ARTICLE II: NAME

The name of the organization is the Northeastern Illinois Public Safety Training Academy (NIPSTA), hereinafter referred to as the "Academy."

ARTICLE III: DEFINITIONS

Academy	The Academy shall mean the Northeastern Illinois Public Safety Training Academy (NIPSTA), which is an intergovernmental agency as a result of the acceptance by the member jurisdictions having executed the appropriate Intergovernmental Agreement.
Board of Directors	The Academy Board of Directors shall be the governing board and shall be comprised of designated representatives (delegates) or alternates from voting members, as is provided for in Article V, Section 1.C. The Board of Directors shall elect all NIPSTA officers.
Chief Executive Officer (C.E.O.)	The President of the Board of Directors shall be the Chief Executive Officer of the Academy.
Executive Committee	A committee comprised of all Elected Officers of the Academy, along with the Immediate Past President, the Chairpersons from each of the Standing Committees, and one Board Member at-large.
Executive Director	An employee of the Academy who shall be the Chief Administrative Officer of the Academy and shall be responsible for the daily operation of the Academy under the direction of the President.
Member	A Member shall be a municipality or fire protection district whose governing board has adopted the model or similar resolution authorizing participation in NIPSTA; and has further executed the necessary Intergovernmental Agreement, including the Contract and Bylaws, to facilitate membership; and has paid the necessary dues assessments to remain an active Member of NIPSTA. Member municipalities and fire protection districts shall have membership alternatives as specified in Article IV of this document. Further, the Board of Directors may establish standards and criteria for non-municipal "affiliate" membership from time to time should a majority of the Board approve both the membership criteria and each affiliate application. Each approved Affiliate Member must pay dues and abide by all membership criteria approved by the Board of Directors.
Public Safety Department	A division within a municipality that provides public safety services, specifically, Police, Fire, Emergency Medical Services, Rescue, Public Works, or Emergency Management.
Standing Committee Chairperson	The individual selected to chair each of the Standing Committees identified in these Bylaws.

Training Council	The Training Council shall be comprised of the chairpersons of the committees on Fire/Emergency Medical Services Training, Police/Law Enforcement Training, Public Works Training, and Private Industry Training; and shall be chaired by the Vice-President of the Board of Directors who shall also be known as the Training Council Coordinator when acting in this capacity.
Training Council Coordinator	The Vice-President of the Board of Directors shall be the Training Council Coordinator, who shall chair all Training Council meetings and coordinate all Council activities.

ARTICLE IV: PARTICIPATION

Section 1 - Voting Members

All cities, villages, and fire protection districts within the Chicago metropolitan area that provide public safety services are eligible for participation as “voting members.”

Participation shall be contingent upon the adoption of the enabling resolution authorizing membership in the Academy, the execution of the Contract and Bylaws of the Academy, and the payment of such sums and under such conditions as are set forth by the Board of Directors. New participants shall be admitted upon the recommendation of a majority vote of the Executive Committee and approved by majority vote of the Board of Directors.

Section 2 - Non-Voting Affiliate Members

School districts, park districts or other governmental units or bodies, joint action agencies, public utilities, and other interested companies or organizations are eligible to become non-voting affiliate members. Such non-voting members shall be entitled to attend and participate in all meetings, receive Academy reports and publications and participate in training activities at the same cost as full Academy Members but shall not be entitled to vote. Non-voting affiliate members must be agencies or organizations whose boundaries or service areas are generally consistent with those of the existing membership and who, upon the recommendation of a majority vote of the Executive Committee, are approved by a majority vote of the Board of Directors.

Section 3 - Membership and Withdrawal or Expulsion

- A. Academy Membership. Academy membership shall be for (1) one-year periods that coincide with calendar years, provided, however, that initial membership may begin in the middle of a year, with first-year dues (as provided in Article VII) prorated accordingly. Withdrawal of membership can be accomplished by notification from the withdrawing entity to the Board of Directors, such

notification to be made no later than one (1) year prior to the start of the calendar year that the withdrawal is to become effective, and such membership withdrawal shall become effective on January 1st of that calendar year. Withdrawal of an entity does not remove or eliminate the responsibility of the withdrawing entity for any long-term indebtedness encumbered during its period of membership, if any, provided however that a Member who has provided notice of withdrawal shall not be required to accept any responsibility for any indebtedness incurred by the Academy following the date of notification of pending withdrawal. Members withdrawing membership waive all dues paid prior to the withdrawal date and all other assessments, fees, charges or equity paid or earned prior to their withdrawal date. Members shall fall into one of the following categories:

1. Municipal Member. A Municipal Member may join with one or more Public Safety Departments, and shall be assessed dues for each such Public Safety Department according to a schedule as may be adopted in the annual budget approved by the Board of Directors. If a municipality is a Member with all Public Safety Departments (Police, Fire/EMS, Public Works), then all other employees of the municipality may attend training at, or sponsored by, NIPSTA at the NIPSTA member tuition rates.

2. Fire Protection District Member. A fire protection district shall be assessed membership dues according to a schedule as may be adopted in the annual budget approved by the Board of Directors. All employees of a fire protection district shall be eligible to participate in NIPSTA-sponsored training activities at the NIPSTA member rate.

3. Affiliate Member. The Board of Directors may from time to time establish such standards and criteria, including a dues structure, as a majority of the Board may deem appropriate for non-voting affiliate members. Affiliate Members may include other governmental entities, joint action agencies, public utilities, private corporations, or educational institutions that may from time to time be approved for affiliate membership upon the affirmative vote of a majority of the Board of Directors.

B. Expulsion of Members. The Academy membership may, by a vote of two-thirds ($\frac{2}{3}$) of the membership of the Board of Directors, expel any Member of the Academy. Such expulsion shall take effect at the beginning of the next fiscal year, unless determined otherwise by the Board of Directors, and may be carried out for one or more of the following reasons:

1. Failure to pay any and all dues and assessments levied by the Academy.
2. Failure to carry out any obligation, condition or requirement of the Academy pursuant to the Contract and Bylaws or other written intergovernmental agreements or Academy policies enacted by majority vote of the Board of Directors.

No Member may be expelled except after notice from the Board of Directors to the defaulting Member of the alleged failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board of Directors prior to any decision regarding expulsion. The President shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure the default has passed. A decision by the Board of Directors to expel a Member after notice and hearing and failure to cure the alleged defect shall be final. After expulsion, the former Member shall continue to be fully obligated, as required in Paragraph A of this Article IV, Section 3.

ARTICLE V: GOVERNANCE & ORGANIZATION

Section 1 - Board of Directors

- A. Board Established. The Board of Directors is hereby established as the Governing Board for the Academy.
- B. Intent and Purpose. The purpose of the Board of Directors is to serve as the governing Board that makes all final policy decisions, sets goals and objectives, and is responsible for the governance of the Academy.
- C. Membership, Term of Office and Voting. Each voting member of the Academy shall have one (1) delegate and up to two (2) alternate delegates on the Board of Directors, all of whom shall be selected as determined most appropriate by such Member, and officially designated by resolution adopted by the Corporate Authorities of such Member. Each Member shall have one (1) vote, which may be cast by the delegate or alternate member provided, however, a roll call vote will be required to show the affirmative vote of at least two-thirds ($\frac{2}{3}$) of the Board of Directors in order to adopt the annual budget, establish membership dues, authorize special assessments, authorize indebtedness, amend this Contract and Bylaws, or hire/remove an executive director; and a roll call vote will be required to show the affirmative vote of at least three-quarters ($\frac{3}{4}$) of the Board of Directors in order to dissolve the Academy, pursuant to Article XI. All other actions of the Board of Directors will require a simple majority of the Members present and voting, except as provided elsewhere in this Contract and Bylaws. Voice votes will normally be used to conduct

Academy business provided, however, a roll call vote may be requested by any Board Member in attendance at a meeting for any other item of business not specified in this section. Both the delegate and alternate shall be permitted to attend all Board meetings and participate in Academy activities; however each Member shall have only one (1) vote at such meetings.

D. Duties and Authority. As the Governing Board, the Board of Directors shall have the final authority to set policy and to govern the overall operations of the Academy, except as specifically delegated elsewhere in this Contract and Bylaws document or as delegated by the Board of Directors. Those powers and duties shall include:

1. Setting overall goals and objectives to accomplish the Academy's mission as a public safety training facility.
2. Developing plans and authorizing financing for the necessary build-out of the site and maintaining responsibility for the continuing care and development of the facility.
3. Reviewing and approving the annual budget and overseeing the financial operations of the Academy.
4. Making appointments to standing and ad hoc committees and task forces.
5. Approving written rules and policies, and authorizing contracts with Member communities, other governmental jurisdictions, and private business enterprises.
6. Hiring an Executive Director, developing and, from time to time, approving changes in personnel policies and rules and regulations as may be necessary for recruiting and maintaining adequate staff to meet Academy objectives.
7. Appointing a Nominating Committee, when required, who shall be selected from among Members of the Board of Directors to review qualifications and prepare a proposed slate of officers for the Academy.
8. Adopting and maintaining procurement and purchasing policies for the Academy consistent with State laws governing purchasing and procurement by the Member public agencies of the Academy.
9. Taking such other actions and making policy decisions regarding the operation of the Academy as may be necessary from time to time.

E. Meetings. Regular and special meetings of the Board of Directors shall be scheduled and procedures followed as stipulated in Article VIII, "Meetings and Procedures," of this Contract and Bylaws.

Section 2 - Elected Officers

- A. Offices Created. There shall be a President, Vice-President, Secretary and Treasurer nominated and elected by the Board of Directors, who shall constitute the elected officers of the Academy.
- B. Intent and Purpose. The elected officers shall form the nucleus of the Executive Committee and each shall fulfill the powers and duties granted in this Section of the Contract and Bylaws.
- C. Membership and Term of Office. The President, Vice-President and Secretary shall be selected from among the members of the Board of Directors; however, the Treasurer who shall also be elected by the Board, need not be a member of the Board of Directors. All officers will be elected for two-year terms and will serve until their successors are elected and take office.
- D. Duties and Authority. The officers of the Academy shall have the duties and authority as stipulated:
1. President. The President shall be the Chief Executive Officer of the Academy and shall preside at all meetings of the Board of Directors and the Executive Committee. The President shall also sign all resolutions and other policy statements adopted by the Board of Directors and shall also execute contracts entered into by the Academy with other jurisdictions or private business enterprises.
 2. Vice-President. The Vice-President shall serve as presiding officer in the absence of the President and shall represent the Academy as directed by the President or in the President's absence. The Vice-President shall also chair the Training Council and serve as Council Coordinator.
 3. Secretary. The Secretary shall be responsible for keeping all the official records of the Academy, taking minutes of all Board of Directors meetings, being the custodian of the Corporate Seal, and shall attest the signature of corporate officials as required on necessary legal documents.
 4. Treasurer. The Treasurer shall be responsible for overseeing all financial operations of the Academy, including accounting for all revenues and expenditures, preparation of the annual budget and the authorization of all warrants for payment of all goods and services acquired by the Academy. The Treasurer shall also cause an annual audit to be completed by an independent Certified Public Accountant (CPA).

Section 3 - Executive Committee

- A. Committee Established. There is hereby established an Executive Committee of the Board of Directors, comprised of all Elected Officers, the Immediate Past President, the Chairpersons of all Standing Committees, and one Board Member at-large.
- B. Intent and Purpose. The Executive Committee shall be responsible for overseeing the Academy's day-to-day operations, which will be under the control of an appointed Executive Director, and shall insure the implementation of all policies established by the Board of Directors.
- C. Membership. The Executive Committee shall be comprised of the President, Vice-President, Secretary, Treasurer, Immediate Past President, Chairpersons of all Standing Committees, and one Board Member at-large. In addition, the Executive Committee may authorize a representative from a non-voting member to be appointed as an ex-officio member of the Executive Committee, however each such appointment will be reviewed annually.
- D. Duties and Authorities.
1. Insure all policies approved by the Board of Directors are fully implemented by the Executive Director and his/her staff.
 2. Establish the criteria, and serve as a screening committee, for the selection of an Executive Director and for subsequent replacements whenever a vacancy occurs in that position. The Executive Committee's final recommendation shall be forwarded to the Board of Directors for confirmation of the appointment.
 3. Recommend the establishment of personnel policies and rules and regulations, including salary schedules and fringe benefit packages, as may be needed from time to time to insure the Academy's ability to recruit and retain qualified staff.
 4. Develop and recommend to the Board of Directors draft operating rules, regulations, policies, and other guidelines which the Executive Committee may from time to time deem necessary to insure the competent and efficient operation of the Academy.
 5. Review each annual budget prepared by the Treasurer and the Finance and Administration Committee prior to submittal to the Board of Directors for adoption.
 6. Exercise such authority and conduct business as may be delegated to it from time to time by the Board of Directors.

Section 4 - Standing Committees

- A. The Academy shall have six (6) standing committees.
1. Finance and Administration
 2. Fire/Emergency Medical Services Training
 3. Police/Law Enforcement Training
 4. Public Works Training
 5. Private Industry Training
 6. Facilities and Grounds
- B. A chairperson will be appointed by the President, with the approval of the Board of Directors, for each standing committee. Each chairperson will either be a member of the Board of Directors or an elected or appointed officer of a Member jurisdiction having at least the rank of Department Director or Deputy/Assistant Director.
- C. Committee members shall be appointed from among the elected officials and employees of Member jurisdictions and shall serve two-year terms provided, however, that committee members may be re-appointed. At least annually, the President, with the approval of the Executive Committee, shall appoint all committee members.
- D. Each committee shall be comprised of volunteer members, one of whom shall be the chairperson. The NIPSTA Treasurer shall be a member of the Finance and Administration Committee.
- E. Duties and Authority.
1. Standing Committee Chairpersons.
 - a. Chair all committee meetings.
 - b. Develop and implement rules and guidelines to facilitate Committee operations, including the provisions for vice-chairmen and secretaries, or other persons to act in the place of the chairpersons in their absences.
 - c. Lead the Committee in developing NIPSTA programs and training related to the Committee's area of focus.
 - d. Oversee Committee issues, prepare agendas, and facilitate Committee activities.
 - e. Present Committee decisions and policy recommendations to the Executive Committee, the Training Council or, when relevant, to the Board of Directors.
 2. Committee on Finance and Administration.
 - a. Establish Academy accounting and budgeting policies and procedures, and oversee the preparation of the annual budget and the annual financial report.

- b. Periodically review revenue, funding, and financial policies of the Academy.
- c. Recommend a final budget to the Executive Committee and the Board of Directors.
- d. Recommend an assessment/dues schedule for membership as required to meet anticipated funding needs.
- e. Review and present to the Executive Committee a regular list of expenditures and a monthly budget report.
- f. Review quarterly and other financial statements and reports, and present those to the Board of Directors with any appropriate explanatory notes.
- g. Review the audit report and management letter prepared by the auditors each year.
- h. Review and establish all insurance limits and requirements of the Academy and its membership.
- i. Review and recommend the establishment of personnel policies and rules and regulations, including the establishment of salary schedules and benefit programs, along with other management controls and administrative policies as may become necessary to facilitate Academy operations.
- j. Develop and recommend for Board approval public procurement policies and guidelines for the Academy's use which conform to State laws for procurement by governmental bodies.
- k. Conduct any other business that may not be covered in this Contract and Bylaws or in any other Academy rules, regulations, policies or procedures, but which pertain to the Academy's administration and financial operations, or which may be referred to the Committee from time to time by the Board of Directors or the Executive Committee.

3. Fire/Emergency Medical Services Training Committee.

- a. Identify, research and make recommendations related to the management and operation of fire suppression or prevention, E.M.S., disaster or emergency management., special rescue or recovery, hazardous materials incident response, and emergency mitigation activities to meet regional and individual fire service training needs.
- b. Conduct any other business that may not be covered in this Contract and Bylaws or any other Academy rules, regulations, policies, or guidelines, but which pertains to

fire/emergency medical services training, or as may be directed from time to time by the Board of Directors or the Executive Committee.

4. Police/Law Enforcement Training Committee.

- a. Identify, research and make recommendations related to law enforcement functions, management, special operations, evidence, emergency management, tactical needs, and community-oriented policing to meet the training needs of police departments and other law enforcement agencies individually and collectively.
- b. Conduct any other business that may not be covered in this Contract and Bylaws or in any other Academy rules, regulations, policies or guidelines, but which pertains to police or law enforcement training, or which may be referred to the Committee from time to time by the Board of Directors or the Executive Committee.

5. Public Works Training Committee.

- a. Identify, research and make recommendations related to water, sewers, streets, other infrastructure, and other training needs for public works services.
- b. Conduct any other business that may not be covered in this Contract and Bylaws or any other Academy rules, regulations, policies or guidelines, but which pertains to public works training, or as may be directed from time to time by the Board of Directors or the Executive Committee.

6. Private Industry Training Committee.

- a. Identify, research, and make recommendations associated with assistance to or from local governments to or from the private sector in terms of developing mutually beneficial training programs and activities.
- b. Conduct any other business that may not be covered in this Contract and Bylaws or in any other Academy rules, regulations, policies or guidelines, but which pertains to private industry training, or as directed from time to time by the Board of Directors or the Executive Committee.

7. Facilities and Grounds Committee.

- a. Oversee the management of all buildings, equipment and grounds.
- b. Oversee the development of plans and specifications, and the building-out of the Academy.
- c. Recommend maintenance and repair contracts and services.

- d. Conduct any other business that may not be covered in this Contract and Bylaws or in any other Academy rules, regulations, policies or guidelines, but which pertains to facilities and grounds, or as directed from time to time by the Board of Directors or the Executive Committee.
- F. In addition to the six Standing Committees, the Board of Directors or the Executive Committee may appoint special committees or task forces as needed from time to time to deal with specific issues or problems coming before the Academy, and such committees or task forces shall report to their appointing bodies as requested.

Section 5 - Training Council

- A. There is hereby established a Training Council, which shall be engaged in the planning and oversight of training activities, and which shall be chaired by the Vice-President of the Academy.
- B. The intent and purpose of the Training Council is to facilitate ongoing communication and coordination between the Committee chairpersons of those committees that are involved in developing policies and programs related to the various training activities to be offered by the Academy.
 - 1. The Training Council Coordinator shall be responsible for the following activities:
 - a. Chair all Training Council meetings;
 - b. Develop and implement rules and guidelines for Council operations;
 - c. Oversee Council discussions, prepare agendas, and facilitate Council activities;
 - d. Coordinate with the Executive Director with regard to those aspects of Academy operations related to the establishment of training classes/programs and the scheduling of facilities for training purposes.
 - 2. Membership. The Training Council shall be chaired by the Vice-President of the Academy, who shall be the Council Coordinator, and the Council shall be comprised of the chairpersons from the following committees:
 - a. Fire/Emergency Medical Services Training
 - b. Police/Law Enforcement Training
 - c. Public Works Training
 - d. Private Industry Training

Section 6 - Compensation and Reimbursement

- A. All members of the Board of Directors, the Executive Committee, all Standing Committees and any special committees and task forces that may be created from time to time shall serve without salary.
- B. The Executive Committee may authorize reimbursement of necessary expenses incurred by elected officers or Board or committee members in connection with Academy business.

ARTICLE VI: STAFF

Section 1 - Executive Director

- A. Position Established. The Executive Director shall be the Chief Administrative Officer of the Academy. The position may either be a full-time or a part-time position depending upon the needs of the Academy and the direction of the Board of Directors.
- B. Appointment/Removal. The Executive Director shall be appointed by a two-thirds ($\frac{2}{3}$) affirmative vote of the full Board of Directors following receipt of an appointment recommendation from the Executive Committee. The Executive Director may also be removed by a two-thirds ($\frac{2}{3}$) affirmative vote of the full Board of Directors, as authorized by this Contract and Bylaws, for cause, or without cause upon thirty (30) days written notice.
- C. Duties and Functions of the Executive Director.
 - 1. The Chief Administrative Officer, working under the supervision of the President and coordinating with the Training Council and committee chairpersons, shall be responsible for carrying out all policies and mandates of the Board of Directors and Executive Committee consistent with this Contract and Bylaws, Academy policies, procedures and guidelines, and general or specific assignments received from the President.
 - 2. Oversee the daily operations of the Academy, including care and use of the facilities and equipment, scheduling of events, and all daily activities.
 - 3. Appoint, supervise and, when necessary, discipline and discharge other employees, including adjunct instructors who may be authorized from time to time by the Board of Directors.
 - 4. Coordinate and administer all programs, services, and activities of the Academy, including training and instructional services, long range planning and capital planning, as well as asset management.

5. To the extent possible, attend all meetings of the Board of Directors, the Executive Committee, and the Training Council.
6. Represent the Academy in dealing with the public, other governmental agencies, private businesses, and any other party with whom the Academy may have a mutual interest.
7. Perform other duties and responsibilities as may be authorized by the Executive Committee and assigned by the President.

ARTICLE VII: FINANCE

Section 1 - Fiscal Year

The fiscal year for the Academy shall be the calendar year.

Section 2 - Annual Dues and Special Assessments

- A. Each Municipal Member and Fire Protection District Member shall pay to the Academy an annual dues assessment pursuant to a schedule as may be adopted in the annual budget approved by the Board of Directors, which schedule shall be based upon a formula utilizing each Public Safety Department's or Fire Protection District's total number of authorized personnel; provided, however, that for Law Enforcement and Fire/EMS Departments, and for Fire Protection District Members, only sworn personnel shall be considered. The Board of Directors shall authorize and, from time to time, adjust dues for Affiliate Members. Personnel counts will be as of November 1 of the year preceding the year for which dues are being assessed. The Board of Directors may also determine a minimum and maximum dues contribution for each Member.
- B. There shall be no special assessments to cover normal Academy operating expenses or debt service costs. Special assessments shall only be considered should the Academy be facing a casualty loss or other unanticipated problem or crisis which could not have been foreseen and provided for through the Academy's normal financial management and budgeting processes.

Section 3 - Budget

The Finance and Administration Committee shall research and recommend a fiscal year operating budget, including the amount of dues and/or other assessments for such year, for review by the Executive Committee no later than October 15. The Board of Directors shall review and approve the final budget and all dues assessments.

Section 4-Indebtedness

The Finance and Administration Committee shall review any request from any Member, the Executive Committee, or the Board of Directors to incur indebtedness, and shall make recommendations thereon to the Executive Committee and the full Board of Directors. Any Academy indebtedness, or request to Members to sponsor Academy indebtedness, shall only be approved by the Board of Directors following a thirty (30) day advanced written notice and an affirmative vote of at least two-thirds ($\frac{2}{3}$) of all voting members of the Board of Directors. Notwithstanding any such vote, no individual Member shall be required to sponsor or underwrite any debt issue without the concurrence and approval of that Member's corporate authorities.

Section 5 - Audit

The Finance and Administration Committee shall see that a yearly independent audit is performed, with the results of the audit reported to the Executive Committee and Board of Directors.

ARTICLE VIII: MEETINGS AND PROCEDURES

Section 1 - Regular Meetings

- A. The Board of Directors shall meet at least quarterly at a time and place which a majority of the Board members shall determine is reasonably convenient, or at such other times as the Board shall deem necessary, to transact Academy business.
- B. The Executive Committee shall meet at least monthly, or such other times as the President may deem as necessary, to transact Executive Committee business.
- C. The Training Council shall meet at least quarterly, or at such other times as the Council Coordinator shall deem necessary to transact Council business.
- D. The dates and times of all regular meetings for any calendar year shall be scheduled and posted prior to December 15 of the preceding calendar year.
- E. All meetings of the Board of Directors and of all Committees, Councils, or any other subcommittee or subsidiary body of the Academy shall be publicly noticed and conducted in the manner provided in the Illinois Open Meetings Act (5 ILCS 120/1, *et seq.*, as amended).

Section 2 - Special Meetings

Special meetings of the Board of Directors or Executive Committee may be called by the President, and of the Training Council by the Council Coordinator, by notifying Board, Executive

Committee, or Council members (as applicable) of the time, date, and location at least forty-eight (48) hours prior to the meeting, and shall be publicly noticed and conducted in the manner provided in the Illinois Open Meetings Act (5 ILCS 120/1, *et seq.*, as amended). In addition, any five (5) members of the Board of Directors or three (3) members of the Executive Committee or two (2) members of the Training Council may independently call a special meeting of their respective body, again, provided that written notice is made to all Board, Committee, or Council members at least forty-eight (48) hours prior to the meeting and that the meeting shall be publicly noticed and conducted in the manner provided in the Illinois Open Meetings Act (5 ILCS 120/1, *et seq.*, as amended). All special meetings shall be called for a time, date, and location which is reasonably convenient and for which it can be anticipated that a quorum will be present.

Section 3 - Quorum

- | | | |
|----|---------------------|---|
| A. | Board of Directors | A quorum shall be a majority of the members of the Board of Directors. |
| B. | Executive Committee | A quorum shall be a majority of the members of the Executive Committee. |
| C. | Training Council | A quorum shall be a majority of the members of the Training Council. |
| D. | Standing Committee | A quorum shall be a majority of the members of the Standing Committee. |

Section 4 - Rules of Order

A participatory conference-type atmosphere is desired at all meetings. However, when orderly procedure is required, or when these Contract and Bylaws are silent, then Robert's Rules of Order will be operative.

Section 5 - Voting Procedure

Ordinary business of the Board of Directors, the Executive Committee, and the Finance and Administration Committee may be decided by a majority vote of the members present at a meeting at which there is a quorum. All the members share equal voting rights and there shall be no voting "in absentia" or by proxy, except as allowed by the Illinois Open Meetings Act (5 ILCS 120/1, *et seq.*, as amended). Roll call votes shall be required only in matters requiring an extraordinary majority vote, including approving the annual budget and membership dues and special assessments, authorizing

indebtedness, hiring or removal of an executive director, amending this Contract and Bylaws, and voting to consider dissolution of the Academy. Additionally, any member of the Board of Directors may request a roll call vote in place of a voice vote.

Section 6 - Amendments

- A. To amend this Contract and Bylaws shall require thirty (30) days advance written notice of a meeting for that purpose to all voting members and shall require, in order to be approved, the consent of two-thirds ($\frac{2}{3}$) of all voting members by roll call vote.
- B. There shall be no voting "in absentia" or by proxy, except as allowed by the Illinois Open Meetings Act (5 ILCS 120/1, *et seq.*, as amended).

ARTICLE IX: PROPERTY AND EQUIPMENT

Section 1 - Owned/Loaned Property

- A. All property and equipment acquired by the Academy shall be owned by the Academy.
- B. Property or equipment loaned to the Academy shall remain the property of the loaning party and be insured pursuant to an agreement between the parties.
- C. The Board of Directors shall make all decisions regarding the withdrawal or replacement of property and equipment.

ARTICLE X: LIABILITY AND INDEMNIFICATION

Section 1

Except to the extent of the limited financial contributions to the Academy agreed to herein, or such additional obligations as may be agreed upon by the Board of Directors, no Member agrees or contracts herein to be responsible for any claims in tort or contract made against any other Member. Each Member assumes all risks of injury or damage to its own employees and personal property when such participate in activities or programs hosted by, or held at, the Academy; or when such employees serve the Academy as officers, delegates, or alternate delegates; or when such employees participate as voting or non-voting members of one of the Academy's boards (e.g., Board of Directors) or committees (e.g., Executive Committee). Each Member agrees to accept liability to the extent required by the Illinois Workers' Compensation Act (820 ILCS 305/1, *et. seq.*) for personal injuries or death occurring to its employees while they are engaged in Academy activities or programs. Each Member, at its cost, agrees to continue to maintain and insure any personal property that its employees use while serving the Academy.

Section 2

Each and every party to this Agreement (“Indemnitor”) shall indemnify, defend, save and keep harmless the other parties; their boards; commissions; trustees; officers; employees; agents; past, current, and future appointed and elected officials; and volunteers (collectively the “Indemnitees”) from and against any and all claims, actions, suits, costs, (including reasonable attorney's fees) losses, liabilities, damages to real and personal property, and injuries/illnesses to or death suffered by persons, (collectively “claims”) arising out of, or caused directly or indirectly by, any act or omission of the Indemnitor or the Indemnitor’s boards, commissions, trustees, officers, employees, and agents (except to the extent caused by the negligence or willful act of the Indemnitee) taken pursuant to activities provided for in this Agreement.

Each party agrees to be responsible for damage to its property occasioned while operating under this Agreement, and specifically waives the right of subrogation for property damage against the other.

Section 3

On behalf of the Academy, the Executive Director shall procure and maintain during the term of this Contract and Bylaws, and any extension thereof, insurance to cover all liability risks, public officials liability coverage and the replacement value of all Academy-owned property, equipment and supplies (as well as those owned by others for which the Academy is responsible pursuant to contracts between the Academy and those others) whether located on the Academy site or located off-site. The amount and types of such insurance shall be as recommended by the Finance and Administration Committee following consultation with the Academy’s insurance consultant and consideration of program and site/facility changes that have occurred, as well as budgetary constraints.

Section 4

In connection with the obligation of the Members undertaken in Section 2 hereunder, each Member hereby represents and warrants that it presently procures and will continue to procure a comprehensive commercial general liability insurance coverage naming the Academy, including its employees, volunteers, appointed and elected officers and officials, representatives and agents, and Members as an additional insured, including coverage for contractual liabilities. Such policy or policies shall provide comprehensive commercial liability coverage in an amount not less than \$2,000,000.00 combined-single limit per occurrence with a \$4,000,000.00 general aggregate. Participation in self-

insurance pools or individual self-insurance programs shall be deemed sufficient for compliance with this section. The Academy's insurance is primary coverage for the Academy's activities, and the Members' insurance policies are secondary and contributory on a pro-rata basis to the extent that the Academy's insurance coverage for a particular judgment or settlement of a claim or occurrence is exhausted or found to not cover the judgment, claim, or occurrence.

In addition, each Member shall provide a certificate of insurance documenting that workers' compensation coverage at statutory limits is in place; and further, each Member agrees to handle its own worker's compensation claims which may arise from Academy-sponsored training activities conducted on-site or off-site.

Section 5

Each Member shall take all action necessary to keep such insurance coverage or coverages, or other comparable coverage or coverages, in full force and effect during the period that the Member is covered under the terms of this Contract and Bylaws.

Section 6

Failure by any Member to so keep such insurance coverage in continuing effect shall result in an automatic suspension of the rights of that Member to:

1. Participate in any training activities or programs conducted at, or by, the Academy, and
2. Use the Academy's facilities and equipment.

While such rights are suspended, the Member is still obligated to pay or reimburse the Academy for its pro-rata share of any liabilities, including membership dues, that arise during the time period that the Member failed to procure the required insurance coverage.

Section 7

Prior to the effective date of this Agreement, each Member shall deliver or cause to be delivered to the Academy a satisfactory and current certificate or certificates of insurance showing the required coverage and the effective dates for such coverage, which certificate or certificates shall contain a limitation that the insurance coverage may not be modified, revoked or canceled except after ten (10) days prior written notice served on the Academy. In each subsequent year, a certificate or certificates evidencing renewal or replacement of the policy or policies required above shall be delivered by each Member of the Academy not later than the date of expiration of the then current certificate or certificates.

ARTICLE XI: DISSOLUTION

Section 1

If, at any regular or special meeting called for the purpose of dissolution upon thirty (30) days advance written notice to all Members of the Academy, three-fourths (3/4) of the Board of Directors affirmatively vote in favor of dissolution of the Academy by a roll call vote, then the Academy shall be dissolved within one hundred eighty (180) days of such vote without further action.

Section 2

Immediately after a vote favoring dissolution, the Board of Directors shall proceed to settle or resolve any financial obligations pending and to dispose of all property held by the Academy. If, upon dissolution, there are deficits remaining, such deficits shall be charged to, and paid by, the voting members and former voting members on a pro-rata basis based on the amount of membership dues paid by each voting member over the last two years as a percentage of total dues paid to the Academy over the last two years preceding the date of dissolution.

Section 3

Upon dissolution, any property of the Academy shall be disposed of and liquidated by public auction, sealed bid auction, or such other method permitted by law for the disposal of public property, as determined by the Board of Directors.

Section 4

All Academy funds remaining after the payment of all bills, settlement of debts, and any other liabilities shall be distributed by the Board to the Academy voting members and former voting members who were in good standing within two years preceding the date of dissolution on a pro rata basis based on the amount of membership dues paid by each voting member over the last two years as a percentage of total dues paid to the Academy over the last two years preceding the date of dissolution.

ARTICLE XII: RATIFICATION AND SEPARABILITY

Section 1

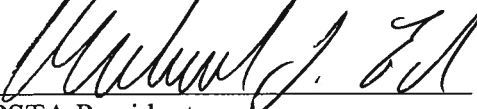
This Contract and Bylaws are considered in force, and the agreement applicable to those members whose Board of Trustees/City Councils have adopted by resolution the intent and concomitant conditions of membership. A copy of this Intergovernmental Agreement, Contract, and Bylaws shall be affixed to the resolution approving this Contract and Bylaws.

Section 2

Each article, section, paragraph, sentence, clause, and provision of this Contract and Bylaws is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Contract and Bylaws nor any part thereof other than that part affected by such decision.


IT IS HEREBY ATTESTED THAT THIS AMENDED INTERGOVERNMENTAL AGREEMENT, CONTRACT & BYLAWS WAS ADOPTED BY UNANIMOUS CONSENT OF THE MEMBERS ON DECEMBER 4, 2007, AND BECAME EFFECTIVE FOR ALL SUCH MEMBERS ON THAT DATE, PURSUANT TO THE PROVISIONS OF ARTICLE VIII, SECTION 6 OF THE ORIGINAL NIPSTA AGREEMENT, CONTRACT & BYLAWS. FUTURE MEMBERS SHALL ADOPT THIS AMENDED INTERGOVERNMENTAL AGREEMENT, CONTRACT & BYLAWS PURSUANT TO THE PROVISIONS OF ARTICLE XIII ON THE FOLLOWING PAGE.

Dated this 4 th Day of December, 2007



NIPSTA President

ATTESTED:



NIPSTA Secretary

ARTICLE XIII: CONTRACTUAL OBLIGATION

This Contract and Bylaws may be executed in duplicate originals, and its passage by each unit of local government or Affiliate Member governing board shall be evidenced by a certified copy of a resolution passed by a majority of the corporate authorities, or other comparable documentation.

This Contract and Bylaws shall be in full force and effect from and after its approval by the Board of Directors.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hands and seals by their designated agents as determined by the dates of the attached resolutions. It is understood that each individual Member will execute a separate copy of this Contract and Bylaws authorizing membership in the Academy, however, the document itself will not go into effect until ratified by the Board of Directors following each Member’s governing body’s approval.

Member (Municipality or Fire Protection District)

Approved by Resolution No. _____

Adopted by the Member Governing Board on _____, 200_

Mayor/President/Board Chairperson

ATTESTED

Clerk (SEAL)