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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 10/14/15.

- 1.7 **Compliance:** AIR-ONE 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. AIR-ONE has six months after said adoption to execute resolutions, policies and other actions required by these Bylaws.

BYLAWS OF AIR-ONE

ARTICLE 2. MEMBERSHIP

- 2.1 Participation: Participation in AIR-ONE is limited to Public Agencies as defined in the Illinois Intergovernmental Cooperation Act that have adopted and signed the ASMM. For purposes of these Bylaws, the term "membership" or "Member Agency" will apply to those SPA.
- 2.2 Membership: A local public agency becomes a participating member upon proper execution of the ASMAA. A non-public agency that meets the standards as established in the ASMAA becomes a Non-member Affiliate by signing the Governing Board approved Non-member Affiliate Agreement. An agency that has signed the ASMAA remains a participating member until such time as its membership is terminated as described in these Bylaws. The Governing Board may issue certificates of membership to each SPA.
- 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 ASMAA 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; The privilege of holding elective office and voting for Governing Board representatives is limited to SPAs that have signed the ASMAA. 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 AIR-ONE upon ninety (90) days' written notice to AIR-ONE. AIR-ONE 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 ASMAA, these Bylaws, or are found to be responsible for any behavior detrimental to AIR-ONE. The Governing Board shall establish the procedures for involuntary termination of membership.

BYLAWS OF AIR-ONE

ARTICLE 3. GOVERNANCE

- 3.1 Governing Board And Authority: AIR-ONE is governed by a Governing Board which derives its authority through its establishment in the ASMAA as adopted by the SPA. The responsibility of the Governing Board is to establish policy and to implement the provisions as described in the ASMAA, including the development of an air support mutual aid plan.
- 3.2 Governing Board: The Governing Board of AIR-ONE shall consist of seven (7) members selected by vote of the SPA. The terms of the Board members shall be staggered and the initial Governing Board shall establish three positions to serve for two (2) years and four (4) positions for one (1) year, but each successive term shall be for two (2) years.
- 3.3 Compensation: All Governing Board members serve without compensation from AIR-ONE.
- 3.4 Delegate: Any elected Board member may appoint a delegate from his/her SPA to attend meetings and to exercise his/her vote on all matters.
- 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 SPA may be appointed by that SPA to complete the term.
- 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 year for the Board positions expiring that year.
- 3.7 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," thereby creating a vacancy to be filled.
- 3.8 Elections of Governing Board: Each SPA to this ASMAA shall have one (1) vote for members to the Board. Those candidates who receive the greatest number of votes will be deemed elected for each of the open positions up for election. Election shall be by ballot. 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.
- 3.9 Quorum: The quorum of the AIR-ONE Governing Board is five (5) Board members present.
- 3.10 Meetings: The AIR-ONE Governing Board will meet throughout each year to approve policies, adopt budgets and conduct the business of AIR-ONE as provided in the ASMAA. AIR-ONE Governing Board meetings will be conducted in compliance with Illinois Open Meetings Act. The responsibility for establishing the AIR-ONE 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 location designated by the Governing Board and is open to any SPA Election of Governing Board members shall be conducted at the Annual Membership Meeting. The Governing Board shall establish the date and schedule for the Annual Membership Meeting.

Regular Meetings – The schedule of the regular meetings of the AIR-ONE 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. The meeting dates will be scheduled by notice at least thirty (30) days in advance.

Special Meetings – From time to time, there may be a need for the Governing Board to meet to address an emergency or other issues prior to 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 (5) members of the Governing Board may also call a special meeting by providing written notice to the AIR-ONE 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 at least five (5) days in advance of the scheduled special meeting.

Cancellations - 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 and, if canceled, the meeting can be reinstated by agreement of at least three (3) Board members.

- 3.11 Waiver of Notice: Any Governing Board member may waive notice of any meeting, and attendance of such member, without objection, 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 on that issue to be decided.
- 3.13 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 at least two-thirds (2/3) of the total members 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.
- 3.14 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.

3.15

Books: The Governing Board shall keep accurate and complete books of Board minutes, agendas and documents in accordance with the law, regulations and rules.

BYLAWS OF AIR-ONE

ARTICLE 4. OFFICERS, COMMITTEES AND ADMINISTRATION

- 4.1 Executive Officers: The Public Agency AIR-ONE shall have a President, Vice President(s), Secretary and Treasurer who shall be elected by and from the Governing Board of AIR-ONE. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of AIR-ONE as the Bylaws are established and may be amended from time to time by the Governing Board.
- 4.2 Executive Officer Tenn: The Executive Officers shall hold office for a term of two (2) 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.
- 4.3 President: Subject to the control of the Governing Board, the President shall be the principal executive officer of AIR-ONE 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 AIR-ONE, 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.
- 4.4 Vice President: The Vice President(s) shall serve as an assistant to the President and may perform such other duties as from time to time may be assigned to him/her by the President or the Governing Board. The First Vice President shall preside over meetings in the absence of the President and shall perform all duties of the President during those times when the President is unable to serve.
- 4.1.i Secretary: The Secretary, under the supervision of the President and the Governing Board, shall be responsible to ensure that the official records of AIR-ONE 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 AIR-ONE Member Agencies.
 - A register of the name and post office address of each Member Agency of AIR-ONE 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 AIR-ONE available to both the public and to Member Agencies.

He/she performs all such duties as are incident to the office of a Secretary.

- 4.6 The Treasurer: The Treasurer shall have general oversight over all funds and financial processes of AIR-ONE. His/her responsibilities include:
- Being authorized to endorse, or cause to be endorsed, in his/her name, on behalf of AIR-ONE, all checks, notes or other obligations and evidence of the payment of money paid by AIR-ONE coming into his/her possession, or other officers or employees.
Ensuring that all funds received by or on behalf of AIR-ONE are promptly deposited in such banks or trust companies as may be selected as depositories of AIR-ONE 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.
- 4.7 Executive Committee: There shall be an Executive Committee consisting of the Officers which shall have the authority to act for the board during times between regular meetings of the Board. The affirmative vote of a majority of the Executive Committee members shall be required. Minutes of the Executive Committee meetings and actions shall be submitted for review by the entire Board.
- 4.8 Other Committees: 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.
- Nominating Committee: The President shall appoint a Nominating Committee consisting of three (3) 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.
- 4.9 Designation of Administrative Officers: The AIR-ONE Governing Board may utilize either or both staff or outside contracted persons or entities to administer AIR-ONE 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.
- 4.10 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 AIR-ONE, including supervision, hiring and firing any staff.
 2. Carrying out the mission of AIR-ONE and implementing the Governing Board's policies.
 3. Scheduling or overseeing the scheduling of all AIR-ONE programs, projects and activities.

4. Coordinating relations and representing AIR-ONE with the State of Illinois, local governmental and other appropriate organizations.
5. Overseeing the budgetary and fiscal processes of AIR-ONE.
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 AIR-ONE on Boards and Task Forces as necessary and required.
8. Signing and executing contracts and documents necessary for the operation of AIR-ONE. This includes contracts and documents necessary for the operation of AIR-ONE, 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 AIR-ONE.

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 attend all meetings of the Governing Board and Executive Committee and shall meet with the Governing Board on an annual basis to discuss goals for the coming year and to review progress for the past year.

4,11

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 AIR-ONE to conduct AIR-ONE business.

BYLAWS OF AIR-ONE

ARTICLE S. FISCAL RESPONSIBILITY

- 5.1 Fiscal Year: The AIR-ONE 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: AIR-ONE 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: AIR-ONE 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 AIR-ONE. This report shall include the current status of each of the grants and accounts managed by AIR-ONE, 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 Borrowing: No loan shall be contracted on behalf of AIR-ONE and no evidence of indebtedness shall be issued unless authorized by the Board. Such authority may be general or confined to specific instances.
- 5.6 Checks and Drafts: All checks, drafts or other orders for the payment of money, notes or other evidences of AIR-ONE indebtedness shall be signed by an officer, the Executive Director or agents of AIR-ONE as shall from time to time be set by the Board. 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.
- 5.7 Depositories: All AIR-ONE funds shall be deposited in such banks, trust companies or other depositories as the Governing Board may select.
- 5.8 Gifts: The Governing Board may accept on behalf of AIR-ONE any contribution, gift, bequest or devise for general purposes or for any special purpose of AIR-ONE.
- 5.9 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.

BYLAWS OF AIR-ONE

ARTICLE 6. AUTHORITY TO ENTER INTO CONTRACTS

- 6.1 Authority for Contracts: The AIR-ONE Governing Board has the authority, right and power to enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of AIR-ONE. That authority will be exercised in accordance with these Bylaws and policies adopted in furtherance of these Bylaws. The Governing Board may authorize any officer or agent of AIR-ONE, in addition to those so authorized by these Bylaws, to enter into any contract or sign any instrument for AIR-ONE, and such authority may be general or confined to specific instances.
- 6.2 Signatory Agencies: No signatory agency, or its representative(s), may bind AIR-ONE 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 AIR-ONE 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 AIR-ONE. 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 AIR-ONE.
- 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 AIR-ONE 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 AIR-ONE 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 AIR-ONE 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 AIR-ONE 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 AIR-ONE Purchasing Policy.

BYLAWS OF AIR-ONE

ARTICLE 7. INSURANCE AND INDEMNIFICATION

7.1 **Insurance:** AIR-ONE 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 AIR-ONE in amounts and under terms deemed appropriate by the Board. Insured under said policies may include AIR-ONE 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 AIR-ONE;
 3. an agent or apparent agent of AIR-ONE,
 4. an independent contractor which the Governing Board deems important to insure for identified interests of AIR-ONE; or
 5. is otherwise determined by the Board 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 AIR-ONE.

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

7.2 **Indemnification:** AIR-ONE 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 AIR-ONE.

Such indemnification may be as to:

- e. expenses (including attorneys' fees and costs),
 - f. judgments and costs,
 - g. 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:
- h. in good faith, and
 - i. in a manner the indemnitee reasonably believed to be in, or not opposed to, the best interests of AIR-ONE, and
 - j. 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 AIR-ONE in obtaining agents or entities to work for or with AIR-ONE or to promote the goals and needs of AIR-ONE.

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 Board.

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 AIR-ONE: As determined by the Governing Board, AIR-ONE 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 AIR-ONE and to defend against claims and suits of any sort or kind brought as against AIR-ONE, either by name or as against one or more officers or directors in relation to AIR-ONE. As determined by the Governing Board, AIR-ONE 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 AIR-ONE where such a defense is requested by the named defendant and would not be in conflict with the interests or representation of AIR-ONE. Further, AIR-ONE shall have the authority, right and power to retain and compensate counsel for fees, costs and expenses associated with any of the foregoing.

BYLAWS OF AIR-ONE

ARTICLE 8. AMENDMENTS

- 8.1 **Bylaw Amendments:** The By-Laws of AIR-ONE may be repealed, modified, altered, or amended at any meeting of the Governing Board, by an affirmative vote of at least two-thirds (2/3) 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 thirty (30) 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. The amendment shall be effective immediately unless another effective date is adopted in the amendment.
- 8.2 **Air Support Mutual Aid Agreement:** The ASMAA establishes a specific process for its amendment. If a need arises to amend the ASMAA, the Governing Board shall follow the procedures as outlined in the ASMAA.