

Agendum
Oakland University
Board of Trustees Formal Session
June 28, 2024

OAKLAND COUNTY TACTICAL CONSORTIUM AGREEMENT
A Recommendation

1. **Division and Department:** Finance and Administration, Police Department

2. **Introduction:** In 2012, the Oakland University Police Department (OUPD) entered into an Interlocal Agreement with other Oakland County first responder agencies. This agreement formally established the Oakland County Tactical Training Consortium (OAK-TAC). Members include law enforcement agencies, other governmental entities, and non-governmental entities who share a common interest in the goals of OAK-TAC.

The purpose of OAK-TAC is to coordinate members who share common interest in coordinating and standardizing training, communication, policies, and tactical response and recovery techniques.

It is the goal of OAK-TAC to amend and replace the original agreement by executing a new agreement.

3. **Previous Board Action:** None.

4. **Budget Implications:** None.

5. **Educational Implications:** None.

6. **Personnel Implications:** None.

7. **University Reviews/Approvals:** This recommendation was prepared by the OUPD Chief of Police and reviewed by the Vice President of Finance and Administration and University President.

8. **Recommendation:**

WHEREAS, the Oakland University Police Department (OUPD) previously entered into an Interlocal Agreement with the Oakland County Tactical Training Consortium (OAK-TAC); and

WHEREAS, the OUPD wishes to continue its membership in the OAK-TAC consortium; now, therefore, be it

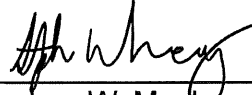
**Oakland County Tactical Consortium Agreement
Oakland University
Board of Trustees Formal Session
June 28, 2024**

RESOLVED, that the Board of Trustees authorizes the President, the Vice President for Finance and Administration, and their respective designees, to perform all acts and deeds and to execute and deliver all contracts, instruments and documents required by this agreement that are necessary, expedient and proper; and, be it further

RESOLVED, that said contracts, instruments and documents shall be reviewed by and be in a form acceptable to the Vice President for Legal Affairs and General Counsel prior to execution, and be in compliance with the law and with University policies and regulations and conform to the legal standards of the Vice President for Legal Affairs and General Counsel.

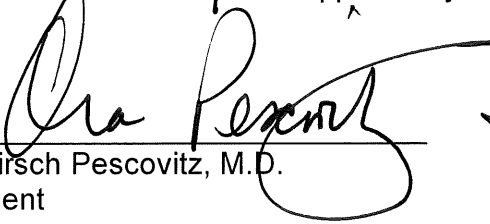
9. Attachments: Oakland County Tactical Consortium Agreement.

Submitted to the President
on 6/18, 2024 by



Stephen W. Mackey
Vice President for Finance and Administration
and Treasurer to the Board of Trustees

Recommended on 6/18, 2024
to the Board of Trustees for Approval by



Ora Hirsch Pescovitz, M.D.
President

Reviewed by:



Joshua D. Merchant, Ph.D.
Chief of Staff and
Secretary to the Board of Trustees

OAKLAND COUNTY TACTICAL CONSORTIUM AGREEMENT

This Agreement is made and entered into by and among the undersigned entities, which are collectively referred to in this Agreement as the "Members" or individually as a "Member".

In 2012, certain Members entered into an Interlocal Agreement Formally Establishing the Oakland County Tactical Training Consortium (OAK-TAC), and they now wish to amend and replace the existing agreement by executing this Agreement.

Members may include law enforcement agencies, other governmental entities, and non-governmental entities who share a common interest in the goals of OAK-TAC.

The purpose of this Agreement is to establish and document an organizational framework of collaboration and cooperation for OAK-TAC and its Members, who have a common interest in coordinating and standardizing training, communication, policies, and tactical response and recovery techniques.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Members agree to the following:

1. **DEFINITIONS** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
 - b. **Board** means OAK-TAC's Board of Directors.
 - c. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Member, or for which a Member may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Fiduciary Member** means a Non-Voting or Voting Member appointed by the Board.
 - f. **Non-Voting Member** means an OAK-TAC Member that signs this Agreement and is not a law enforcement agency in Oakland County.
 - g. **Voting Member** means an OAK-TAC Member that signs this Agreement and is a law enforcement agency in Oakland County.
2. **AGREEMENT EXHIBITS** The attached Exhibit A, Oakland County Tactical Consortium Bylaws ("Bylaws"), and any amendments thereto, are incorporated into and part of this Agreement.

3. **PURPOSE & OBJECTIVES OF OAK-TAC** The purpose and objectives of OAK-TAC are as follows:
 - a. to provide professional training and leadership to law enforcement personnel;
 - b. to establish and implement cooperative programs and activities for training and response in small squad tactics and use of weapons, such as, but not limited to, hostage situations, events requiring use of special weapons and tactics ("SWAT"), Mobile Field Force, active assailant and terrorist situations, and Homeland Security Defense;
 - c. to promote education and safety in the use of special tactics;
 - d. to establish a forum for the free exchange of ideas regarding training by various law enforcement personnel; and
 - e. to establish coordinated response and recovery protocols, policy recommendations, and training for significant events requiring a multi-agency law enforcement response, as permitted in the Mutual Aid Agreement implemented by the Oakland County Chiefs of Police organization.
4. **POWERS OF THE BOARD** The Board of Directors shall have the power and duty to establish policies and procedures for meetings; to determine topics of training; to implement training programs; to select training instructors and personnel; to provide for equipment, protective gear and venues for training; to schedule dates and times for training; to establish criteria for those eligible for specific trainings; to establish communication protocol between multiple agencies; to resolve disputes between or among Members; and to call for investigations of incidents involving the Members. The Board shall also have any other power or duty that has not been delegated to the Members in this Agreement and in the Bylaws.
5. **NON-EXCLUSIVE TRAINING** No Member is obligated by this Agreement to use OAK-TAC exclusively for training and is expressly allowed to train internally or participate in other training programs.
6. **FUNDING** OAK-TAC and its Board of Directors are not legal entities, so the Board shall appoint a Fiduciary Member, according to the process herein. The Fiduciary Member shall receive any income generated by OAK-TAC through its Members' dues and training events. The Fiduciary Member shall not decide the allocation of funds. The allocation of OAK-TAC funds shall be decided by the Board.
7. **NEW MEMBERSHIP** An entity that wishes to become a Member of OAK-TAC must make its request to the Board Secretary. Membership shall be approved upon a two-thirds (2/3) vote of the Voting Members. If approved, that entity must become a signatory and execute this Agreement within 6 months of approval by the Board to become a Member of OAK-TAC.
8. **DUES** All Members shall be responsible for annual dues. Different rates will be set for Non-Voting and Voting Members. The rates shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.
9. **COMPENSATION** No Members, including Board Members, shall receive any compensation from OAK-TAC for the performance of their duties. However, a Member may be reimbursed for costs that Member incurred as a result of business meetings or other expenses directly related to OAK-TAC activities, if such costs are approved by the Board.
10. **MEMBER INSURANCE REQUIREMENTS** Each Member shall have adequate insurance or self-insurance coverage to protect it from any Claims arising under or related to this Agreement and its participation in OAK-TAC.

11. **REMOVAL OF MEMBERS** A Member may be removed upon a two-thirds (2/3) vote of the Voting-Members. The removed Member shall not receive any refund or compensation from OAK-TAC.

12. **DURATION OF AGREEMENT**

- a. This Agreement and any amendments hereto shall be effective when executed by the Members. Voting and Non-Voting Members that are governmental entities must also have resolutions passed by their governing bodies, and this Agreement and any amendment must be filed in accordance with MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered into the official minutes of each governmental entities' governing bodies.
- b. This Agreement shall remain in effect for so long as two or more Voting Members remain and the Agreement is not terminated in accordance with Section 13.b.

13. **TERMINATION OR CANCELLATION OF AGREEMENT**

- a. Any Member may terminate their participation in OAK-TAC and withdraw from OAK-TAC for any reason upon a minimum of 30 days written notice before the effective date of termination or cancellation. The written notice must be sent to all of the Board Members, and the effective date for termination or cancellation shall be clearly stated in the notice. The terminating Member shall not receive any refund or compensation from OAK-TAC.
- b. This Agreement shall be terminated upon a unanimous vote of all Voting Members.

14. **ASSETS UPON TERMINATION** Upon termination of this Agreement, any expenses or outstanding liabilities shall be paid with OAK-TAC funds. Any remaining funds shall be distributed to the existing Members on an equitable basis, as determined by the Board.

15. **AGREEMENT MODIFICATION OR AMENDMENT** Any modifications, amendments, restatements of this Agreement, rescissions, waivers, or releases to this Agreement must be in writing and agreed to by all Members. Unless otherwise agreed, the modification, amendment, reinstatement, rescission, waiver, or release shall be signed by the same persons who signed the Agreement or other persons authorized by law. Notwithstanding the language herein, an amendment to add an additional member pursuant to Section 7 shall only require the additional member to become a signatory to this Agreement and they must forward their signature page to the Board.

16. **NO EMPLOYER-EMPLOYEE RELATIONSHIP** This Agreement does not establish an employer-employee relationship between the Members (including the Board). No liability, right, or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or the services or training performed pursuant to this Agreement.

17. **LIABILITY FOR MEMBER EMPLOYEES** Each Member shall be responsible and liable for any disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for its own employees.

18. **COMPLIANCE WITH LAWS** Each Member shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

19. **PERMITS AND LICENSES** Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this

Agreement. Upon request by the Board, a Member shall furnish copies of any permit, license, certificate, or governmental authorization to the Board.

20. **ASSURANCES**

- a. **Responsibility for Claims** Each Member shall be responsible for any Claims made against that Member by a third party, and for its own acts and the acts of its employees, agents, and subcontractors arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs** In any Claim that may arise from the performance of this Agreement, each Member shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification** No Member shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by any other Member or any of its agents in connection with any Claim.
- d. **Authorization and Completion of Agreement** Members have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Member have legal authority to sign this Agreement and bind the Members to the terms and conditions contained herein.

21. **DISCRIMINATION** Members shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
22. **DELEGATION OR ASSIGNMENT** No Member shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Members.
23. **RESERVATION OF RIGHTS** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Members. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any Member.
24. **NO THIRD-PARTY BENEFICIARIES** Except as provided for the benefit of the Members, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
25. **NO IMPLIED WAIVER** Absent a written waiver, no act, failure, or delay by a Member to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any Member shall subsequently affect its right to require strict performance of this Agreement.
26. **SEVERABILITY** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

27. **CAPTIONS** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
28. **NOTICE** Any written notice required or permitted under this Agreement shall be considered delivered to a Member as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service, or the next business day with a written response or receipt of confirmation, if sent by e-mail. Each Member is responsible for ensuring the Board has its updated physical and email addresses for notice under this Agreement. The Board will maintain this list and provide it to a Member upon request.
29. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
30. **SURVIVAL OF TERMS** Members understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
31. **COUNTERPARTS & ELECTRONIC SIGNATURE** This Agreement, including any amendments, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, and any amendments, it shall not be necessary to produce or account for more than one such counterpart executed by the Member against whom enforcement of this Agreement is sought. Signature to this Agreement transmitted by facsimile transmission, by electronic mail in portable format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.
32. **ENTIRE AGREEMENT** This Agreement represents the entire agreement and understanding between the Members and supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Members. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Member.

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE:


WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE:


OAKLAND COUNTY SHERIFF'S OFFICE

By: _____
Print Name: Michael J. Bouchard
Title: Sheriff
Date:

IN WITNESS WHEREOF, Stephen W. Mackey, Vice President of Finance and Administration, hereby acknowledges that he/she has been authorized by a resolution of the Oakland University Board of Trustees, a certified copy of which is attached, to execute this Agreement on behalf of Oakland University and hereby accepts and binds Oakland University to the terms and conditions of this Agreement.

EXECUTED:  _____
Stephen W. Mackey
Vice President of Finance and Administration, Oakland University

DATE:

WITNESSED:  _____
Penny Vigneau
Senior Business Manager

DATE:

By: Oakland University Police Department
Print Name: Mark B. Gordon
Title: Chief of Police
Date: 6/27/2024

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EXHIBIT A

BYLAWS OF OAKLAND COUNTY TACTICAL CONSORTIUM

ARTICLE I

Name, Purpose, and Definitions

- 1.1. **Name** The name of this Consortium shall be the "Oakland County Tactical Consortium", also referred to as "OAK-TAC".
- 1.2. **Purpose and Objectives** The purpose and objectives of OAK-TAC are as follows:
 - a. to provide professional training and leadership to law enforcement personnel;
 - b. to establish and implement cooperative programs and activities for training and response in small squad tactics and use of weapons, such as, but not limited to, hostage situations, events requiring use of special weapons and tactics ("SWAT"), Mobile Field Force, active assailant and terrorist situations, and Homeland Security Defense;
 - c. to promote education and safety in the use of special tactics;
 - d. to establish a forum for the free exchange of ideas regarding training by various law enforcement personnel; and
 - e. to establish coordinated response and recovery protocols, policy recommendations, and training for significant events requiring a multi-agency law enforcement response, as permitted in the Mutual Aid Agreement implemented by the Oakland County Chiefs of Police organizations.
- 1.3. **Definitions** Any words or expressions defined in the Oakland County Tactical Consortium Agreement shall have the same meaning in these Bylaws.

ARTICLE II

Membership

- 2.1. **Request for Membership** Any political subdivision in Oakland County that has law enforcement personnel and provides law enforcement services may be eligible to become a Voting Member of OAK-TAC. This includes colleges and universities in Oakland County that provide public safety coverage through the use of sworn police personnel. Any other legal entity whose membership would benefit OAK-TAC through training, partnerships, or other supporting functions, may be eligible to become a Non-Voting Member of OAK-TAC.

All requests for membership shall be made in writing to the Secretary of OAK-TAC stating the prospective member's ability to meet all of the requirements set forth in the Agreement. The request must be made by an authorized signer from the prospective member.

- 2.2. Receipt of Membership Request The Secretary shall send a copy of the request for membership to each Voting Member. The request shall appear on the agenda for discussion at the first regular or special meeting held after receipt of the request.
- 2.3. Approval Membership approval shall be granted upon a two-thirds (2/3) vote of the Voting Members. Upon approval, the prospective member can execute the Agreement in accordance with the terms therein to become a Member.
- 2.4. Removal A Member may be removed upon a two-thirds (2/3) vote of the Voting-Members. The removed Member shall not receive any refund or compensation from OAK-TAC.
- 2.5. Withdrawal Any Member may terminate their participation in OAK-TAC and withdraw from OAK-TAC for any reason upon a minimum of 30 days written notice before the effective date of termination or cancellation. The written notice must be sent to all of the Board Members, and the effective date for termination or cancellation shall be clearly stated in the notice. The terminating Member shall not receive any refund or compensation from OAK-TAC.
- 2.6. Representation Each Voting Member shall be represented by its Sheriff, Chief of Police, Director of Public Safety, Chief Executive Officer, or a designee of the Sheriff, Chief of Police, Director of Public Safety, or Chief Executive Officer.
- 2.7. Voting Each Voting Member, or designated representative, present at a meeting, shall have one (1) vote on all items brought before the Board for Voting Members and must be present in person at the meeting to cast their vote.
- 2.8. No Compensation No Members, including Board Members, shall receive any compensation from OAK-TAC for the performance of their duties. However, a Member may be reimbursed for costs that Member incurred as a result of business meetings or other expenses directly related to OAK-TAC activities, if such costs are approved by the Board.

ARTICLE III

The Board, the Officers, and the Fiduciary Member

- 3.1. Officers The Board shall consist of the following Officers: President, Vice President, Secretary, Treasurer, and three Trustees.
- 3.2. Terms of Office Each Officer's term of office shall be from January 1 to December 31 of each year, until such successor is duly elected.
- 3.3. Election of Officers The election of Officers shall be conducted at the first regularly scheduled meeting where a quorum is present after September 30 of each year. Officers elected before January 1 shall take office on January 1. If there is not a quorum at a regularly scheduled meeting between September 30 and December 31 of any year, the Officers of OAK-TAC shall be elected at the first regularly scheduled meeting when a quorum is present after January 1, and the Officers shall commence their terms immediately. Officers shall be elected by a majority vote of the Voting Members present and voting at a duly constituted meeting.

- 3.4. Vacancies If an Officer vacates their position mid-term for any reason, nominations shall be made and voted on at the next regularly scheduled meeting or at a special meeting called by the President, or, in the President's absence, the Vice President of OAK-TAC.
- 3.5. Removal An Officer may be removed from the Board with or without cause upon a two-thirds (2/3) vote of the Voting Members.
- 3.6. Duties of Officers The President shall be the chief Officer of OAK-TAC. The President shall preside over all meetings of OAK-TAC and set the meeting agenda. The President shall call meetings as necessary, as requested by a majority of the Voting Members, or on an emergency basis. The President shall also have the power to appoint an at-large member or members to assist the Board with special projects or assignments during their term in office.

The Vice President shall assume the duties of the President if the President is absent or unavailable for any reason.

The Secretary shall assume the duties of the President if the President and the Vice President are absent or unavailable. The Secretary shall keep the records and minutes of OAK-TAC and shall provide each Member of OAK-TAC with a copy of the meeting minutes from the last meeting in advance of the next regularly scheduled meeting. The Secretary shall also maintain a roster of Members (with physical and email addresses), the Agreement, these Bylaws, and all other OAK-TAC documentation. It shall be the Secretary's duty to receive and acknowledge all communications of OAK-TAC, and perform such duties as assigned by the President.

The Treasurer will be responsible for the management and oversight of the financial affairs, including facilitating the adoption of an annual budget, completing invoices, as well as reviewing and approving the payment of expenses by the Fiduciary Member.

The Trustees shall only have the power to vote.

- 3.7. Powers of the Board The Board of Directors shall have the power and duty to establish policies and procedures for meetings; to determine topics of training; to implement training programs; to select training instructors and personnel; to provide for equipment, protective gear and venues for training; to schedule dates and times for training; to establish criteria for those eligible for specific trainings; to establish communication protocol between multiple agencies; to resolve disputes between or among Members; to call for investigations of incidents involving the Members. and to perform any other function stated in the Agreement and these Bylaws. The Board shall also have any other power or duty that has not been delegated to the Members in the Agreement and in these Bylaws.
- 3.8. Fiduciary Member The Fiduciary Member of OAK-TAC shall be appointed upon a two-thirds (2/3) vote of the Board. The Fiduciary Member shall be the custodian and sole depositor of OAK-TAC's funds and shall disburse such funds as herein authorized or upon approval of the Board. The Fiduciary Member shall render a complete summary of any income, disbursements, and balances, whenever requested by the Board, and to the Members at each regularly scheduled meeting. A written copy of the same shall be made available to any Member upon request.

ARTICLE IV

Meetings

- 4.1. Regular Meetings Regular meetings of OAK-TAC shall be held on dates approved by the Board that shall allow the majority of Voting Members to attend.
- 4.2. Special Meetings Special meetings of OAK-TAC may be called by the President, or by a majority vote of the Voting Members. The place and time shall be determined by the President. Members must receive at least five (5) days notice with the place and time of the special meeting stated in the notice.
- 4.3. Rules of Order The most recently published version of Robert's Rules of Order shall be the parliamentary authority of the Board and shall govern proceedings of the Board and its Committees. Bylaws adopted by the Board that conflict with Robert's Rules of Order shall supersede any conflicting rules.
- 4.4. Motions Requiring Special Procedures All proposed motions for termination of OAK-TAC or decisions regarding assessments and/or dues to each Member must be announced at a meeting at least one month prior to the meeting where a vote on such a motion is scheduled.
- 4.5. Quorum Unless otherwise stated herein, a quorum shall be required for the conduct of any business at regular or special meetings. A quorum for an action of the Voting Members shall be the minimum number of Voting Members required to pass that item. A quorum for an action of the Board shall be five (5) Officers; however, unless otherwise stated herein, approval of any item before the Board shall only require a majority vote of the Board.
- 4.6. Attendance Any Voting Member whose designated representative fails to attend three (3) consecutive meetings of OAK-TAC within one calendar year should be notified of such absences by the Secretary.
- 4.7. Fiduciary Duties Members are under a fiduciary duty to conduct the activities and affairs of OAK-TAC in the best interests of OAK-TAC. The Members shall discharge this duty in good faith. In the event that any Members of OAK-TAC, including the Board, are faced with a conflict of interest between their fiduciary duty to OAK-TAC and the duty owed to their organization, those Members should refrain from voting on the issue that presents a conflict of interest.

ARTICLE V

Dues, Fees, and Other Charges

- 5.1. Dues All Members will be responsible for annual dues. Different rates will be set for Non-Voting and Voting Members. The rates and due dates shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.

- 5.2. Fees and Other Charges Fees or other charges assessed by OAK-TAC, including any conditions of payment (i.e., due dates), shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.
- 5.3. Failure to Pay The failure of any Member to pay dues, fees, or other charges within ninety (90) days of the due date may result in that Member's forfeiture from OAK-TAC without a vote. Reinstatement shall be granted upon a two-thirds (2/3) vote of the Voting Members and payment of all arrears.
- 5.4. Annual Dues will not be Prorated If new prospective members are accepted for Membership after the annual dues have been assessed for that year, they will not be responsible for the annual dues that year. The new Members will be responsible for annual dues starting the following year.

ARTICLE VI

Committees

Special Committees and Sub-Committees The Board may establish such committees and sub-committees as necessary to conduct the OAK-TAC's business. Ad hoc committees may be established by a majority vote of the Board for short-term purposes; however, any committee whose active work continues for greater than one (1) year shall be considered a standing committee, except by majority vote of the Board. Standing committees may be established by a majority vote of the Board.

ARTICLE VII

Amendments

- 7.1. Requirements These Bylaws may be amended at any regular or special meetings of the Board by a two-third (2/3) vote of the Voting members and in the following manner:
 - a. Any Voting Member in good standing at a regular meeting may propose an amendment, alteration, revision, or addition to these Bylaws.
 - b. A written copy of the proposed amendment, alteration, revision, or addition shall be filed with the Secretary.
 - c. The Secretary shall include the proposed amendment, alteration, revision, or addition in the minutes, and read the proposal at two successive meeting, and it shall be voted upon at the second successive meeting.
- 7.2. Effective Date Amendments to these Bylaws shall be effective thirty (30) days after they are approved; unless a longer period of time is designated by a majority vote of the Board.