

**BY-LAWS  
FOR  
EAST CENTRAL DISPATCH CENTER**

ARTICLE I

PURPOSE

The East Central Dispatch Center, hereinafter referred to as ECDC, is a co-operative agreement agency voluntarily established by its members for the purpose of providing the hardware, software, services and other items necessary and appropriate for the establishment, operation and maintenance of a joint police, fire and other emergency communications center system for the mutual benefit of its members; to provide such on a contract basis to other units; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding communications, information systems, and statistical matters within St. Louis County, Missouri.

ARTICLE II

POWERS

- A. To enter into contracts in its own name;
- B. To employ agents and employees;
- C. To acquire, lease, lend, hold and dispose of property, both real and personal;
- D. To incur debts, liabilities or obligations necessary for the accomplishment of its purpose;
- E. To sue and be sued in its corporate name and to have and use a corporate seal;
- F. To employ necessary personnel for the operation and maintenance of a system adequately designed to handle citizens' calls for police, fire and emergency medical services as well as the dispatch of members' field units, and;
- G. To exercise all powers necessary and incidental to carrying out the purposes set forth in Article I of these By-Laws.

### ARTICLE III

#### MEMBERSHIP

- A. Any municipality or other unit within the practical operating sphere of the ECDC headquarters is eligible for membership in ECDC, provided that seventy-five percent (75%) of the parties to the existing Agreement agree and sign an amended ECDC participation agreement.
- B. Continued membership in ECDC shall be contingent upon the payment by each member of an annual assessment and any additional fees that may be determined by the Board of Directors consistent with the financing procedures set forth in Article VII.
- C. Upon becoming a member, any new member shall become subject to all existing debts and liabilities of ECDC on a proportionate basis to the same extent as all other members.
- D. In addition, any new member shall be liable for all costs of adding or modifying hardware and/or software necessary to effectively accommodate the operational needs of the new member, and of insuring that there is no degradation of existing capability due to the new member's needs. Each new member shall be expected to pay a proportionate share of the normal, continuing operating expenses of the ECDC as well as its proportionate share of any special assessment which may be approved by the members. The new member shall also be subject to a one-time initiation fee to be determined by the Board of Directors.

### ARTICLE IV

#### BOARD OF DIRECTORS

##### A. Purpose

There is hereby established a Board of Directors which shall consist of the City Manager, City Administrator or other non-elected appointed executive officer (such person shall be referred to hereinafter as City Manager) of each member, each whom shall serve without salary, but each may be reimbursed for necessary expenses incurred in connection with ECDC business.

- 1. The Board of Directors shall determine general policy of ECDC, and shall have the responsibility for the hiring of an General Manager and auditors; approval of amendments of the By-Laws; approval of the acceptance of new members; approval of contracting and purchasing procedures; and approval of the annual budget of ECDC.
- 2. The General Manager may be removed by the Board of Directors whenever in its judgment the best interests of the ECDC would be served thereby.

B. Organization

1. Each member of ECDC shall be entitled to one seat on the Board of Directors and hence shall be entitled to one vote thereon.
  - a. Such vote may be cast only by the City Manager in physical attendance;
  - b. If any such City Manager ceases to be an official of the member municipality appointing him, such seat on the Board of Directors shall be vacant until a successor is appointed by such member municipality.

C. Meetings

1. Regular meetings of the Board of Directors shall be held in the ECDC offices or at a mutually agreeable site, at least four (4) times a year.
  - a. At least five (5) days prior to each such meeting, the Chairman of the Board of Directors or his or her designee shall forward an agenda for such meeting to each of the other Directors and to each member of the Executive Committee.
2. A special meeting of the Board of Directors may be called by its Chairman, or by any two members of the Board of Directors as follows:
  - a. Two days written notice of special meetings shall be given to each member of the Board of Directors in a form which shall include an agenda specifying the subjects of such special meeting;
  - b. Business conducted at said special meeting shall be limited to those items specified in the agenda.
3. Unless otherwise specified in these By-Laws, a quorum for the transaction of all business by such Board of Directors shall consist of a majority of the Directors then holding office.
4. To the extent not contrary to these By-Laws, Robert's Rules of Order shall govern all meetings of the Board of Directors.

D. Officers of the Board of Directors

Officers of the Board of Directors shall consist of a Chairman, a Vice Chairman, and a Secretary. The ECDC General Manager may serve as Secretary if another person is not so appointed by the Board of Directors. The Chairman and Vice Chairman shall hold office for a period of two years. The Chairmanship and the Vice Chairmanship shall normally be rotated among the member communities on an alphabetical community name basis. The Vice Chairman shall normally be from the member next in line to hold the Chairmanship. The rotation pattern may be altered by a majority vote of the Board of Directors.

1. Chairman

The Chairman shall:

- a. Conduct meetings of the Board of Directors;
- b. Sign, with the General Manager any instrument that the Board of Directors has authorized to be executed, or otherwise authorized by previously approved ECDC procedural rules of operation;
- c. Perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time provided that such actions are consistent with these By-Laws.

2. Vice Chairman

In the event of the absence of the Chairman, or in the event of his inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman.

3. Chairman Pro-Tem

In the event of the absence of the Chairman and the Vice-Chairman, or in the event of their inability or refusal to act, the remaining members of the Board of Directors shall elect from among themselves a Chairman Pro-Tem who shall perform the duties of Chairman.

4. Secretary

The Secretary shall:

- a. Keep the minutes of the Board of Directors and of the Operations Committees;

- b. See that all notices are duly made, given and/or published in accordance with the provisions of these By-Laws or as required by law;
- c. Act as custodian of the records of ECDC;
- d. Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Operations Committee or by the Board of Directors.

## ARTICLE V

### OPERATIONS COMMITTEES

#### A. Organization

There shall be and there is hereby established a Fire Operations Committee and a Police Operations Committee of ECDC, the members of which shall serve without salary and shall take responsibility for the day-to-day operations and functions of ECDC hereinafter set forth.

#### B. Purpose

The daily operations of ECDC shall be conducted under the direction and supervision of the Operations Committees, subject to the policy limitations established by the Board of Directors from time to time.

1. Subject to the policies established by the Board of Directors and within the limits fixed by the budget approved by the Board of Directors, the Operations Committees shall oversee the conduct of the daily operating affairs of ECDC. Any conflict between the Operations Committees will be submitted to the Board of Directors for a resolution.
2. No obligations shall be incurred which exceed the amount of the approved budget without the prior consent of the Board of Directors.
3. The Operations Committees shall have the right to review all day-to-day administrative decisions concerning personnel, development efforts, operations, cost-sharing, expenditures approval, utilization of personnel and equipment, and decisions made by the General Manager.

C. Procedure

Each member or unit that is a member of ECDC shall have one seat on the Fire Operations Committee and one seat on the Police Operations Committee. Only the Chief of Police, the Fire Chief, or his or her designee may serve on the Operations Committees. A designee may not occupy more than one seat. Each seat is entitled to one vote. Each member shall serve without salary, but each may be reimbursed for necessary expenses incurred in connection with ECDC business.

1. Only the Chief of Police and Chief of the Fire Department of each member municipality (or their appointed designees) shall vote as the official representative of the member to the Operations Committees.
2. No proxy votes or absentee voting shall be permitted, except as provided in these By-Laws.
3. A quorum for the transaction of all business by the Operations Committees shall consist of a majority of the official representatives of the members.
4. In the event that there is a Public Safety Director, in lieu of Chiefs of Police or Fire, the Director of Public Safety and one additional designee may act instead of a Chief of Police and Fire.

D. Rules

The Committee may establish rules for its own procedures and shall have such express or implied authority as is not inconsistent with or contrary to the Statutes of the State of Missouri, these By-Laws, or the East Central Dispatch Center Participation Agreement.

E. Meetings

1. Meetings of the Operations Committees shall be held monthly. The chairman of each Operations Committee shall meet monthly to coordinate activities..
2. The Chairman shall cause to be forwarded to each Committee Member a meeting notice and agenda at least five (5) days in advance of the meeting.
3. Special meetings of the Operations Committees may be called by its Chairman, or any four official representatives to the Operations Committees acting in concert—provided that notice of such special meeting shall be in writing and signed by such four official representatives; shall contain the time, date, and location of such special meeting; and shall be forwarded along with an agenda to each official representative to the Operations Committees. Said notice must be circulated at least two (2) days in advance of the meeting.
4. Business conducted at special meetings shall be limited to items specified on the agenda.

F. Officers of the Operations Committees

Officers of the Operations Committees shall consist of a Chairman and a Vice-Chairman. They shall be chosen by members of their respective committees. The Chairman and Vice-Chairman shall serve one (1) year terms. The Chairman cannot be chosen for consecutive terms.

1. Chairman

The Chairman shall conduct meetings of the Operations Committees and shall serve as the liaison between the Board of Directors and the Operations Committees.

- a. The Chairman may sign, with the General Manager, any instruments which the Operations Committees, acting as a Committee, has authorized to be executed or otherwise authorized by previously approved ECDC procedural rules of operation;
- b. The Chairman shall also perform all duties incident to the Office of Chairman and such other duties as may be prescribed by the Operations Committees from time to time provided that such actions are consistent with these By-Laws.

2. Vice Chairman

In the absence of the Chairman or in the event of the Chairman's inability or refusal to act, the Vice Chairman shall perform the duties of Chairman. The Vice Chairman shall perform such other duties as may be requested by the Chairman.

3. Chairman Pro-Tem

In the absence of the Chairman and the Vice Chairman or in the event of their inability or refusal to act, the remaining members of the Operations Committees shall elect from among themselves a Chairman Pro-Tern who shall perform the duties of the Chairman.

## ARTICLE VI

### THE GENERAL MANAGER

#### A. The General Manager

1. The General Manager shall be the administrative head of ECDC and shall be directly responsible to the Operations Committees for the administration of ECDC.
  - a. The General Manager shall be appointed by and shall serve at the pleasure of the Board of Directors;
  - b. The General Manager shall be chosen on the basis of administrative and executive qualifications with special reference to actual experience in or knowledge of accepted practice with respect to the duties of the office hereinafter set forth.
2. No person shall be appointed General Manager while that person is employed by or serves as an official of a member municipality.
3. Any vacancy in the office of the General Manager shall be filled as soon as possible after the effective date of such vacancy, and, in the case of absence or disability of the General Manager, the Board of Directors may designate any other qualified employee of ECDC or any other qualified employee of any member municipality to perform the duties of the General Manager during such absence or disability.
4. The General Manager may be removed by the Board of Directors by a majority vote of the entire Board.
5. The powers and duties of the General Manager shall be:
  - a. To attend all meetings of the Operations Committees and the Board of Directors, unless excused therefrom:
    - (1) The General Manager shall have the right to take part in the discussion of all matters coming before the Operations Committees and the Board of Directors, but shall have no vote thereon;
    - (2) The General Manager shall be entitled to and given notice of all meetings, regular and special, of the Operations Committees and the Board of Directors.
  - b. To appoint, evaluate, promote, demote or remove employees of ECDC pursuant to the approved ECDC budget and in accord with the policies and procedures of the agency;
  - c. To recommend to the Operations Committees for adoption of such measures as may be deemed necessary or expedient for the efficient operation of ECDC;

- d. To enforce, to administer, and to make operative the policies of ECDC as established by the Board of Directors and Operations Committees;
  - e. To prepare a monthly report of ECDC activities and to submit it to the Board of Directors and the Operations Committees;
  - f. To prepare a proposed annual budget as well as a report of estimated revenues in order to determine the estimated funds necessary to defray the expenses of ECDC for the fiscal year — and to present same to the Operations Committees in the manner set forth under Article VII herein;
  - g. To perform such other duties as may be delegated from time to time by the Board of Directors or by the Operations Committees.
6. The General Manager shall give bond in the amount of \$250,000.00 for the faithful discharge of his duties, with such surety or sureties as the Board of Directors shall determine. ECDC shall pay the bond premium.
  7. The Operations Committees will devise a process whereby all Committee members are afforded input on an evaluation of the General Manager the results of which will be administered to the General Manager by the Chairman of the two Committees. The Board of Directors shall review the evaluation before it is presented to the General Manager. The evaluation of the two Operations Committees of the General Manager must be presented to the Board of Directors at their meeting in November.
  8. Compensation for the General Manager shall be set by the Board of Directors.

## ARTICLE VII

### BUDGET

- A. The fiscal year of ECDC shall commence July 1 and end on June 30.
- B. An annual budget shall be adopted by the Board of Directors at its April meeting each year.
  1. The General Manager of ECDC shall prepare a proposed annual budget for the Operations Committees.
    - a. Not later than March 1 each year, the Operations Committees shall review the proposed annual budget and make such modifications as it deems proper;
    - b. Following approval by the Operations Committees, the proposed budget shall be submitted to the Board of Directors.
- C. Upon approval of the annual budget, the Board of Directors shall have the authority to fix cost-sharing charges for all participants in ECDC of an amount sufficient to provide the funds required by the current annual budget.

1. Billing shall commence July 1 of each year (and shall continue on not less than a quarterly basis). Any participating member whose charges have not been paid within forty-five (45) days after billing shall be assessed interest on the delinquent payment(s) at a rate of twelve percent (12%) A.P.R. The member shall not be entitled to further voting privileges on the Board of Directors or the Operations Committees nor shall any representative hold any office until such time as all delinquent payments and interest have been paid.
  
  2. All activities of ECDC will be cost shared by the members. Each member's share shall be based on a weighted percentage formula approved by the Board of Directors. Each member's cost share shall be approved by the Board of Directors annually at the same time that the budget is approved. Such cost sharing determination shall be made not later than February 1<sup>st</sup> of each year based upon statistical information for the preceding calendar year submitted to the Board of Directors in January.
- D. Each member shall take all required actions to authorize the funds necessary to meet its obligations under these By-Laws.
- E. Purchases and/or letting contracts shall be done in accordance with procedural guidelines established by resolution of the Board of Directors.
- F. After adoption of the annual budget by the Board of Directors, the General Manager and the Operations Committees shall make all expenditures in accordance with such budget.
1. The General Manager of ECDC shall have the power to transfer funds within the total budget amount in order to meet unanticipated needs or to meet changed situations.
  2. Such action of the General Manager shall be reported to the Board of Directors and the Operations Committees in the Director's next monthly report. The Board of Directors and/or the Operations Committees may establish procedures and limitations as may be necessary to preserve the integrity and purpose of the approved budget.

## ARTICLE VIII

### AUDIT

- A. The Board of Directors shall call for an annual audit of the financial affairs of ECDC, to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted auditing principles.
- B. An original copy of the annual audit report shall be delivered to each member.

## ARTICLE IX

### WITHDRAWAL, TERMINATION AND DISSOLUTION

- A. Signatories to this Agreement will remain members for three (3) years. Any member municipality may withdraw from ECDC subject to the provisions of this article.
  - 1. Such withdrawing member may not withdraw before the end of an ECDC budget year. Notice must be received no later than April 1 of the year the member is withdrawing. The written notice of withdrawal must be in the form of a certified copy of a resolution passed by its corporate authority, a copy of which must be sent to the General Manager of ECDC as well as the Chairman of the Operations Committees and the Chairman of the Board of Directors.
  - 2. Prior ninety (90) day notice to any member of its non-payment of cost-sharing charges as set forth herein, and/or the refusal or declination of any member municipality to be bound by any obligation of ECDC, shall also constitute notice of withdrawal of such municipality, which withdrawal shall become effective on the 30<sup>th</sup> day after mailing of said notice.
  - 3. Withdrawal of a member shall also constitute withdrawal of its members to the Board of Directors and to the Operations Committees and to each of the Committees.
  - 4. The withdrawing member shall forfeit any and all interest, right and title to ECDC property and assets of any type whatsoever.
  - 5. The withdrawing member shall be liable for all costs incurred by ECDC as a result of the member's separation and withdrawal. This may include, but is not necessarily limited to, legal fees, court costs and interest on late payment of obligations.
- B. Upon any such notice of withdrawal:
  - 1. Withdrawal shall not take effect for a period of ninety (90) days from date of such written notification;
  - 2. Upon withdrawal, the withdrawing member shall continue to be responsible for:

- a. One hundred percent (100%) of its pro-rata share of any unpaid obligations for the balance of the fiscal year;
  - b. One hundred percent (100%) of its pro-rata share of any contractual or lease obligations of ECDC which were incurred during the period the municipality was a member or which were assumed during its membership;
  - c. For any contractual obligations it has separately signed with ECDC.
- C. Upon adoption of an Ordinance by a majority of the participating members to dissolve, the ECDC Participation Agreement and ECDC shall be terminated and dissolved in accord with the provisions hereof.
- 1. Upon such termination and dissolution, (and after payment of all debts) all individual files and documentation shall be distributed to the member community which has jurisdiction of the subject matter of the file or documentation without charge or offset.

The fixed assets of ECDC shall be sold by sealed bid after prior thirty (30) days public notice. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all liabilities, shall be divided among the members in proportion to their average respective regular and special assessment payments for the preceding three (3) fiscal years. If liabilities exceed all assets, the difference shall be made up by contributions by all members on a proportionate basis according to the then prevailing annual budget assessment formula.

## ARTICLE X

### INDEMNIFICATION AND INSURANCE

- A. Each member which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such member's personnel in responding to, or providing emergency services pursuant to a dispatch via the system (hereinafter "Claim") shall, at such member's sole expense, indemnify, defend and hold harmless any other member, and its officers, employees and agents from any cost, expense, attorney fees, judgment or liability of any nature when any other member is/are subject to the same claim solely as a consequence of such other member being a member of this ECDC.

Additionally, in the event ECDC and/or its directors, officers, employees and agents are subject to a Claim of any nature which arises as a consequence of the acts or omissions of a member's personnel in responding to or providing emergency services pursuant to a dispatch by ECDC, such member shall at its sole expense, indemnify, defend and hold harmless from any cost, expense, attorney fees, judgments or liability of any nature ECDC and its officers, directors, employees and agents unless it is determined that the officers, directors, employees

and/or agents of the ECDC acted in a willful and wanton manner in connection with dispatching the personnel of the member.

- B. In the event that any member municipality should file suit or an action against ECDC, all representatives of that member shall be prohibited from attending any meetings or discussions or having access to the results of such meetings related to the defense of the suit or action. The member's representatives shall have no direct access to any written communication concerning the matter except by legal process; and no representative of the member shall be allowed to vote on any issue related to the suit or action.
- C. The ECDC shall keep and maintain insurance as deemed necessary for the activities of the ECDC. All losses in excess of applicable limits of insurance shall be borne by the members of the ECDC in accordance with the cost sharing as determined herein. Nothing contained in these BY-LAWS shall be construed as any waiver of sovereign immunity except to the extent covered by valid and collectable insurance.

## ARTICLE XI

### AMENDMENTS TO BY-LAWS

- A. Amendments to these By-Laws may be proposed by any member of the Board of Directors or by any member of the Operations Committees. No amendment, however, shall be in conflict with nor change in any way the East Central Dispatch Center Participation Agreement.
  - 1. The amendment shall be submitted to the Board of Directors at least thirty (30) days prior to the meeting of the Board of Directors at which such amendment is to be considered.
  - 2. The proposed amendment and the reason therefore shall be considered by the Board of Directors, along with the recommendations of the Executive Committee and any officer of ECDC.
- B. A three-fourths (3/4th) vote of the Board of Directors shall be required to adopt any amendment to these By-Laws. The Chairman shall not have the authority to cast more than one (1) vote on a motion to amend these By-Laws. By-Laws may not be amended with less than four (4) yes votes.

## ARTICLE XII

### EFFECTIVE DATE

These By-Laws shall go into effect immediately upon adoption by the Board of Directors.