



# Agenda Cover Memorandum

Meeting Date: August 12, 2013

Meeting Type:  COW (Committee of the Whole)  City Council  Budget Workshop

Item Title: Resolution Authorizing the City of Park Ridge to enter into an Intergovernmental Agreement to participate in a centralized fire communications center known as the Regional Emergency Dispatch Center.

Action Requested:

Approval

For discussion

Feedback requested

For your information

Staff Contact: Michael A. Zywanski, Fire Chief

Phone Number: 847-318-5259

Email Address: mzywansk@parkridgefd.org

## Background:

The Fire Department is seeking to improve service and reduce costs for dispatching by joining the Regional Emergency Dispatch (RED) Center.

The Fire Department previously received emergency and non-emergency dispatching services from the North Suburban Emergency Communication Center (NSECC), located in the second floor of Des Plaines City Hall. With the dissolution of NSECC and the Joint Emergency Telephone System Board (JETS) pursuant to Illinois Commerce Commission order, fire department dispatching services are now being performed by the Des Plaines Emergency Communications Center (DPECC). Park Ridge Police and Fire Departments are customers of Des Plaines under a two-year intergovernmental agreement. The agreement provides that both Park Ridge and Des Plaines fire departments must remain in DPECC or move elsewhere for dispatching services together. It is not operationally or financially feasible for either fire department to remain in DPECC as the sole fire department. Further, Des Plaines has recently indicated that it will not be financially feasible for their City to continue as an emergency dispatch center for the long term.

There is a state-of-the-art fire department dispatching facility located in Northbrook that currently provides call-taking, emergency medical pre-arrival instructions, and fire department dispatching services to the Fire Departments of Highwood, Lincolnwood, Morton Grove, Niles, Northbrook, Northfield, Wheeling, Wilmette, and Winnetka/Kenilworth, and also the Deerfield-Bannockburn, Lincolnshire-Riverwoods, Long Grove, North Maine, and Prospect Heights Fire Protection Districts. RED Center is the premier fire department dispatching center in the State of Illinois. As such, it also serves as the regional dispatch center for the Mutual Aid Box Alarm System (MABAS) Division 3 (Park Ridge Fire Department is a member of MABAS Division 3) and the primary dispatch center under the Illinois MABAS Statewide (interstate and intrastate) Fire Department Mutual Aid Plan. More information regarding RED Center, and a brief organizational history, may be found at [www.mabas3.org/red\\_center.html](http://www.mabas3.org/red_center.html).

The Park Ridge Fire Department seeks to join RED Center for the following reasons. The Des Plaines Fire Department is also seeking to join RED Center for similar reasons.

1. Improvement in service to the Department and to the citizens related to fire department services. Fire department dispatching is all RED Center does – thus, it has developed processes and systems that are most efficient and effective. The dispatchers are “keyed-in” to the needs of the



# Agenda Cover Memorandum

departments and resource requirements during large and small incidents alike. They are also adept at assessing conditions and obtaining required resources.

2. Cost effectiveness. Utilizing the services of RED Center will provide an annual cost savings to the City, as shown in the following table:

| <b>Annualized Savings with PRFD Going to RED</b>  |                    |
|---|--------------------|
| <b><u>(Costs and salaries as of 1/1/2014)</u></b> |                    |
| <b><u>Current Configuration</u></b>               |                    |
| Current PR Cost of Dispatch Services (PD & FD):   | \$1,250,000        |
| <b><u>Proposed Configuration</u></b>              |                    |
| Park Ridge PD Dispatch Cost (FD to RED Center):   | \$927,736          |
| <u>RED Center Cost:</u>                           | <u>\$268,361</u>   |
| <u>Total Cost of Dispatch Services:</u>           | <u>\$1,196,097</u> |
| <b>Savings (Annualized):</b>                      | <b>\$53,903</b>    |

Additionally, being a multi-jurisdictional agency, many grants have been received by RED Center for equipment which benefit the member fire departments. RED Center has a robust capital improvement program which is included in the annual fees paid by the member fire departments. There are no additional fees or special assessments in order to fund the capital improvement program. If the Fire Department were to remain in DPECC, many costly dispatch equipment upgrades will be required in the future. There was no capital equipment planning or funding in NSECC, and thus there are no such funds slated for DPECC.

3. Improved ability for regionalized responses. Membership in RED Center would place the Park Ridge Fire Department in the same dispatch center as most of the adjacent fire departments. This will allow for the development of functional consolidation systems to provide closest unit responses to incidents regardless of municipal borders. Currently, this cannot be accomplished in a timely and efficient manner because there is a delay in the requesting and processing of mutual aid resources between different dispatch centers.

## Other Related Information and Frequently Asked Questions

- Q. How long has RED Center been in operation?
- A. RED Center was formed in 1977 by the Glenbrook Fire District (subsequently merged with Glenview), Glenview Fire Department, Morton Grove Fire Department, Niles Fire Department, and North Maine Fire District. The dispatch center was originally located in the Niles Fire Department, was moved to Glenview in 1981 for more space, and then grew again to a larger and further-expandable facility in Northbrook in 2001. This current facility is owned by RED Center. RED Center currently provides fire/rescue/medical dispatching services to fourteen fire departments and fire protection districts in the north and northwest suburbs, as listed above. In 2012, RED Center dispatched over 37,000 fire, rescue, and emergency medical calls for its member agencies, plus 23 large-scale regional responses (multiple-alarm incidents).
- Q. What is the governance structure of RED Center?



# Agenda Cover Memorandum

- A. The RED Center Board of Directors consists of one city council or board of trustees member from each of the participants. Thus, if s were to join, one of the members of the City Council would be appointed as the RED Center Board member. An alternate representative from the City council may also be appointed. The RED Center Board of Directors selects a chairman from among the Board members annually. The Board adopts the annual budget and is the policy-making group. There is also a "Joint Chief's Authority" that serves to provide operational oversight and policy-direction, while making recommendations to the Board of Directors where appropriate. There is an Executive Director that provides liaison to the Board of Directors and Joint Chiefs Authority, and who serves as the chief operating officer of the organization.
- Q. How does a call to 9-1-1 get to RED Center for fire department dispatch?
- A. When someone calls 9-1-1 from a location in Park Ridge, it is routed to a primary Public Safety Answering Point (PSAP). The current Park Ridge PSAP is DPECC. Once the 9-1-1 call is identified as a request for the fire department, the call is transferred to RED Center. This transfer only takes seconds.
- Q. Is there a start-up cost to join RED Center?
- A. There is no "equity buy-in," however there are implementation costs associated with Park Ridge and Des Plaines memberships. The addition of Park Ridge and Des Plaines will require additional dispatch equipment in RED Center to accommodate the added workload. The fire departments' two-way radios and computers will need to be reprogrammed, and new in-vehicle modems will be required. Base stations and receiver sites also will require reprogramming and modifications. Federal Communications Commission (FCC) radio licenses will need to be modified. Fire station alerting systems will require re-programming. Dispatching software will need to be purchased and uploaded for the vehicles. RED Center's dispatching software will need to be reprogrammed to add all the information, deployment plans, vehicles, responses, etc. for the new members. The estimated implementation costs are as follows:

| <b>Park Ridge Fire Department</b>                                  |                  |
|--|------------------|
| <b><u>RED Center Initial (One-Time) Implementation Costs</u></b>   |                  |
| RED Center Equipment   | \$52,464         |
| RED Reprogramming (CAD, Radios, Phone Circuits, RMS, etc.)         | \$3,291          |
| Park Ridge Vehicle Equipment & Software (CAD, AVL, modems etc.)    | \$36,000         |
| Park Ridge Station Equipment, Software, Circuits (radio, alerting) | \$21,182         |
| Park Ridge Reprogramming (receiver/base sites)                     | \$9,736          |
| Federal Communications Commission (FCC) Licenses                   | \$357            |
| Allowance for Miscellaneous Associated Expenses                    | \$3,000          |
| <b>Total:</b>  | <b>\$126,030</b> |

Given these implementation costs, and the initial annualized savings of \$53,903 shown on page 2 of this memo, the implementation costs would be offset by the savings of going to RED Center in approximately 2.4 years. The City could request to pay approximately \$89,313 of these initial implementation costs over a two year period (interest-free); such would require approval of the RED Center Board of Directors by a 2/3-vote. The City will not begin to be billed for dispatch services, or implementation costs until the transition is completed and Park Ridge is fully integrated into RED Center and receiving dispatch services.

- Q. How is the annual membership fee determined?
- A. At the end of each calendar year, each member's percentage of the total number of calls is calculated. The Board of Directors approves a budget during the first quarter of the following year for the agency's fiscal year starting on May 1<sup>st</sup>. Each member's annual contribution starting May 1<sup>st</sup> is the percentage of the total budget that is equivalent to that member's previous calendar year's percentage of total calls. The Park Ridge projected 1/1/2014 annualized cost of \$268,361



# Agenda Cover Memorandum

in Paragraph 2 above is based on a 1/1/2014 RED Center estimated budget (including Des Plaines and Park Ridge Fire Departments as members) of \$3,314,223 and the Park Ridge call volume being 8.1% of the total RED Center call volume (based on the actual 2012 call volumes). The annual fee is divided by twelve to accommodate monthly payments by each member.

- Q. RED Center's workload will increase nearly 30% - is RED Center sure it can handle Des Plaines and Park Ridge joining?
- A. RED Center contracted with an independent consultant, Emergency Services Consulting International to perform a feasibility study to see if RED Center could accept the Park Ridge and Des Plaines Fire Departments. The Study was performed to determine what equipment, staff, processes, and other resources or changes would be needed in order for RED Center to continue to function without a degradation of service to the current members and yet continue to move forward toward the goals identified in the RED Center strategic plan. This study was completed in January, 2013. The study showed that the addition of Des Plaines and Park Ridge Fire Departments is very feasible, with some additional staff and equipment, and with modifications to some of RED Center's operational processes due to the increased workload associated with the new members. RED Center is currently starting to plan for implementation of the identified changes, pending determination of whether the Park Ridge and Des Plaines Fire Departments will be joining the agency.
- Q. What needs to be done for the Fire Departments to join RED Center, and how long will the transition to RED Center take?
- A. The following are the required steps:
- The Park Ridge and Des Plaines City Councils approve resolutions authorizing execution of the "Joint Fire Department Communications System Agreement." This essentially approves membership in RED Center. The Resolution for the Des Plaines Fire Department will be on the Des Plaines City Council Agenda for the August 19<sup>th</sup> meeting.
  - The RED Center Board of Directors considers membership by Park Ridge and Des Plaines at their September 2013 Board Meeting. A 2/3 vote of approval of all RED Center members is required (10 of the 14 members). It is anticipated that the RED Center Board will approve the membership of Park Ridge and Des Plaines.

If approved, RED Center staff and technical consultants will work in collaboration with staffs of both cities to purchase required equipment, hire necessary employees, implement necessary changes and policies, test all systems, assure redundancy, and train staff members of all three agencies (RED Center and the two fire departments). The switch-over to RED Center is anticipated by summer, 2014.

Based upon City Council consensus, Staff would recommend that this item be brought back to the City Council at a Special Public Safety Committee of the Whole on August 26, 2013, for approval to move on to the regular City Council meeting to be held on September 3<sup>rd</sup>. These steps will allow the approval process to continue to move forward in conjunction with the City of Des Plaines.

Recommendation:

Authorize the City Attorney to draft a resolution so that the City of Park Ridge can enter into an Intergovernmental Agreement to participate in a centralized fire communications center known as the Regional Emergency Dispatch Center.

Budget Implications:

Does Action Require an Expenditure of Funds:  Yes  No

If Yes, Total Cost:

If Yes, is this a Budgeted Item:

Yes  No  Requires Budget Transfer

If Budgeted, Budget Code (Fund, Dept, Object)

Attachments:

- Resolution Authorizing the City to enter into an IGA with RED Center
- RED Center By-Laws

**JOINT FIRE DEPARTMENT COMMUNICATIONS SYSTEM AGREEMENT**

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the units of local government signatory hereto (and also those which may hereinafter become signatory hereto):

W I T N E S S E T H

WHEREAS, the signatories hereto have determined that there is a need by local governments within Northeastern Illinois for a centralized fire department communications system; and

WHEREAS, the City of Highwood, the Village of Morton Grove, the Village of Niles, the Village of Northbrook, the Village of Winnetka, the North Maine Fire Protection District and the Prospect Heights Fire Protection District have previously formed a consolidated fire dispatch center known as the Regional Emergency Dispatch Center (R.E.D. CENTER) which has served their needs;

WHEREAS, it has been determined by such signatories that fire department communications is of value on an individual and mutual basis; and

WHEREAS, a centralized fire department communications system has adequately served the needs of all of such signatories; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et.seq. authorizes the joint exercise by two or more units of local government of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to jointly provide for and continue a centralized fire department communications system for their mutual advantage and protection; and

WHEREAS, the parties to this Agreement jointly desire to continue the operation of R.E.D. CENTER and to reformulate the agreement and by-laws by which it operates;

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Venture Established. Pursuant to the joint powers authorization of the Illinois Constitution and the Intergovernmental Cooperation Act, the undersigned do hereby join together in a cooperative venture for the joint and mutual operation of a centralized public safety communications system, to be known as "The Regional Emergency Dispatch Center" (hereinafter designated as R.E.D. CENTER) which shall consist of all of the units of local government signatory hereto (and also those units of local government which may hereinafter become signatory hereto).
2. By-Laws. R.E.D. CENTER shall be subject to and shall be governed by certain By-Laws, a copy of which is attached hereto as Exhibit "A" and by this reference made a part of this agreement, together with any amendments which may be made to said By-Laws in the manner and means therein set forth.
3. R.E.D. CENTER. Each unit of local government which is a party to the joint fire department communications system (and each unit of local government which may hereafter sign, after approval as required by the By-Laws, provided such units of local government are eligible to participate pursuant to said By-Laws) is a member of R.E.D. CENTER and is entitled to the rights and privileges and is subject to the obligations of membership, all as provided in said By-Laws.
4. Termination. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in R.E.D. CENTER in the manner and means set forth in said By-Laws.

5. Powers of the System. R.E.D. CENTER shall have the power in its own name, to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, but no such contract, employment, purchase, debt, liability, or obligation shall be binding upon or obligate any member except as authorized by the attached By-Laws. R.E.D. CENTER shall not have the power of eminent domain or the power to levy taxes.
6. Amendment. This Agreement may not be amended, except by written agreement and resolution of all the then parties to it, provided, however, the By-Laws attached hereto as Exhibit "A" may be amended from time to time by the affirmative vote of two-thirds (2/3) of the members of R.E.D. Center.
7. Duration. This Agreement and R.E.D. CENTER shall continue in effect until rescinded by consent of two-thirds of the then parties or until terminated in the manner provided in said By-Laws. Upon such termination, the assets remaining shall be disposed of in the manner set forth in said By-Laws.
8. Resolution Authorizing. Prior to execution of this Agreement, each member shall deliver to all other members a certified copy of a Resolution authorizing and directing the execution of this Agreement.
9. Effective Date. This Agreement shall become effective when signed by the last of the Village of Highwood, the Village of Morton Grove, the City of Niles, the Village of Northbrook, the Village of Winnetka, the North Maine Fire Protection District, and the Prospect Heights Fire Protection District.

IN WITNESS WHEREOF, the undersigned representatives of the member units of local government have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF HIGHWOOD

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF MORTON GROVE

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF NILES

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF NORTHBROOK

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF WINNETKA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

NORTH MAINE FIRE PROTECTION  
DISTRICT

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

PROSPECT HEIGHTS FIRE PROTECTION  
DISTRICT

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**JOINT FIRE DEPARTMENT COMMUNICATIONS SYSTEM AGREEMENT**

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the undersigned representatives of the Village of \_\_\_\_\_ (of \_\_\_\_\_ Fire Protection District) have set their signatures on the respective dates set forth below.

Village of \_\_\_\_\_  
(or \_\_\_\_\_ Fire Protection District)

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_, 2010.

**BY-LAWS**  
**Of the**  
**REGIONAL EMERGENCY DISPATCH CENTER**

**Article I – Purpose and Definitions**

The Regional Emergency Dispatch Center (R.E.D. Center) is a cooperative venture voluntarily established by contracting units of local government by intergovernmental agreement as defined in Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/5) for the purpose of:

- providing the equipment, services and other items necessary and appropriate for the establishment, operation, and maintenance of a centralized communications center.
- providing for automatic aid response to emergency medical and fire emergency alarms by the closest unit to the emergency in accordance with established agreements between the R.E.D. Center participants, regardless of jurisdiction.
- providing a forum for discussion, study and implementation of other forms of intergovernmental agreement and cooperation between the respective fire departments.

Definitions

As used in this agreement, the following terms have the meaning hereinafter set out:

UNIT OF LOCAL GOVERNMENT – Shall include cities, villages, and fire protection districts providing fire protection and emergency medical services.

BOARD OF DIRECTORS – Shall be the Board of Directors of the Regional Emergency Dispatch Center.

CORPORATE AUTHORITIES – Units of local government participating in R.E.D.

JOINT CHIEFS AUTHORITY -- The board made up of the chief officer or his alternate of each member agency of R.E.D. Center

## **Article II – Membership**

- A. All cities, villages, fire protection districts and other units of local government within Division 3 of the Mutual Aid Box Alarm System, or adjacent to such units of Division 3 which are members of the R.E.D. Center and which provide fire protection and emergency medical services are eligible for participation.
  
- B. Participation by a unit of local government shall be contingent upon:
  - 1. Its execution of the Joint Public Safety Communications Systems Agreement creating and establishing R.E.D. Center;
  - 2. Its delivery to R.E.D. Center of a certified copy of its ordinance or resolution authorizing its execution of the Joint Public Safety Communication System Agreement;
  - 3. Its payment of an initial entry fee as determined and agreed to by it and R.E.D. Center's then members;
  - 4. Its continuing payment of all annual and other fees and compliance with R.E.D. Center's By-Laws; and
  - 5. Such other conditions as determined from time to time by the Board of Directors.
  
- C. New member participants shall be admitted on a two-thirds (2/3) vote of the members of the Board of Directors. All new members shall become liable for payment of existing debts and liabilities of R.E.D. Center to the same extent as all then existing members. The payment of the fee required in this paragraph shall be made within sixty (60) days after the new member's admission to R.E.D. Center unless deferred payment is approved by a two-thirds (2/3) vote of the Board of Directors.

## **Article III – Organizations**

- A. Board of Directors

The powers of the Board of Directors, or their alternate shall be those necessary and incidental in carrying out the purposes set forth in Article I of these By-Laws.

- 1. Membership

Membership shall consist of one person from each participating unit of local government who shall be selected by the City Council or the Board of Trustees of the unit of local government and shall serve a term of one year or until a successor is appointed.

The person designated to serve on the Board of Directors must be an elected or appointed member of the Board of Trustees or City Council of the unit of local government. Any alternate representative should also be a member of the respective member's Board or Council and function as a member of the R.E.D. Board of Directors in the event the initial representative is unable to carry out his or her duties. At its annual meeting the Board of Directors shall elect one of its members to serve as Chairman of the Board for one year.

2. Meetings

- a) The Board of Directors shall meet at least once each year. The time, date, and place of such meeting shall be determined by the Chairman. Thirty days notice of the annual meeting shall be given to members of the Board of Directors including an agenda. Additional items may be added to the agenda at the request of any member of the Board of Directors.
- b) Special meetings may be held at the (a) call of the Chairman, (b) at the request of two (2) or more members of the Board of Directors, (c) by the Joint Chiefs Authority upon its own motion, or (d) called by the Joint Chiefs Authority upon written request of a majority of its members. The time, date and place of such meeting shall be approved by the Chairman of the Board of Directors. Ten days written notice shall be given to the Board of Directors, including an agenda for the meeting. Only those items appearing on the agenda may be considered at the meeting.
- c) Except to the extent that these By-Laws or any rules adopted by the Board of Directors impose a stricter requirement, all meetings of the Board of Directors and Joint Chief's Authority shall comply with the requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 et seq.
- d) Unless inconsistent with these By-Laws, Robert's Rules of Order shall govern the conduct of all meetings of the Board of Directors and Joint Chief's Authority.
- e) R.E.D. Center shall maintain and distribute copies of all minutes of the Board of Directors and Joint Chief's Authority to each of the member agencies.

3. Voting

- a) A quorum shall be a majority of the members of the Board of Directors.
- b) Each member in attendance shall have one vote.
- c) Proxy votes will not be allowed.

4. Duties

- a) Determine the general policy of R.E.D. Center.
- b) Approve new members in accordance with established procedure.
- c) Appoint and remove the Director of Communications.
- d) Adopt the annual budget of R.E.D. Center after approval by their respective corporate authorities.
- e) Select an auditor as required by Article IV of these By-Laws.
- f) Authorize any officer or agent to enter into any contract or execute and deliver any instrument within the purpose of R.E.D. Center in the name of and on behalf of R.E.D. Center. Such authority may be general or confined to specific instances.
- g) Authorize any officer or agent to sign checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of R.E.D. Center.
- h) Select banks and other financial institutions that may be used as depositories of R.E.D. Center funds and securities.
- i) Serve without compensation from R.E.D. Center.

B. JOINT CHIEFS AUTHORITY

The Joint Chiefs Authority shall be responsible for the daily operation of R.E.D. Center, subject to the policy directions and limitations established by the Board of Directors.

- 1. Membership shall be given to each Fire Chief of an agency or organization with full membership status in R.E.D. Center. Each Chief shall designate in writing alternates who may serve on the Joint Chiefs Authority in the absence of such Chief. Agencies receiving services as a customer, partner

or on contractual basis will not have a member on the Joint Chiefs Authority and will be assigned a liaison or a liaison team, for the purpose of communication, by the Chairman of the Joint Chief's Authority.

2. A Chairman shall be elected from among the member Chiefs at the first meeting of the fiscal year, which shall be in January, and such Chairman shall serve a term of one year. No person may serve as Chairman of the Joint Chiefs Authority for more than two consecutive full one-year terms. The duties of the Chairman shall be as follows:

- a) Shall administer all the business and affairs of R.E.D. Center.
- b) May sign any instruments as authorized by the Board of Directors.
- c) Shall perform all duties incidental to the role of chairman and those as may be prescribed by the Board of Directors.
- d) Shall serve as liaison between the Board of Directors, Joint Chiefs Authority and operating personnel.
- e) In the absence of the Chairman, the members of the Joint Chiefs Authority shall select a Chairman pro-tem.
- f) A vacancy shall immediately occur in the office of Chairman upon the resignation or death of such person or upon his ceasing to be the Fire Chief of a member. The Joint Chiefs Authority shall elect a successor to fill the vacancy.

3. Meetings

- a) Regular meetings shall be held as needed but no fewer than four (4) times per year. The time, place and date of such meetings shall be determined by the Chairman. Fourteen days notice shall be given to each member unless the date shall have been established at the last regular meeting and have appeared in the minutes.
- b) Special meetings may be held at the call of the Chairman, by the Joint Chiefs Authority upon its own motion or called by the Chairman upon written request of a majority of the Chief officers or their alternates. Time, place and date shall be determined by the Chairman. Ten days written notice of the meeting shall be given to each member of the Joint Chiefs Authority including an agenda. Only those items appearing on the agenda may be considered at such meeting.

4. Voting

- a) A quorum shall be a majority of the Chief Officers or designated alternates of each participant.
- b) Each member in attendance shall have one vote.
- c) Proxy votes will not be allowed.

5. Duties

- a) Shall make all administrative decisions concerning development, efforts, operation, cost sharing, expenditure approval, utilization of personnel and equipment subject to the purpose of R.E.D. Center, the policies established by the Board of Directors and the limits fixed by the approved budget.
- b) Shall have the power to approve the emergency over expenditure of a line item in the budget not to exceed 10%. Such action shall be reported promptly to the Board of Directors. Any additional over expenditures shall be submitted to the Board of Directors for approval, consistent with established budget procedures contained herein and requiring approval of the corporate authorities.
- c) Shall control all expenditures within the approved budget. The Joint Chief's Authority shall approve all expenditures over \$10,000.00.
- d) Shall present a full report of its activities at the annual meeting of the Board of Directors.
- e) Shall submit to the Board of Directors a proposed budget approved by the Joint Chiefs Authority at least thirty (30) days before the annual meeting of the Board of Directors.
- f) Shall set personnel procedures governing the hiring, firing, benefits and rules and regulations of R.E.D. Center personnel.
- g) Shall recommend the employment of a R.E.D. Center Director of Communications to the Board of Directors.
- h) Explore for the good of the organization, governmentally oriented opportunities for service enhancement, bring appropriate issues and concepts to the R.E.D. Center Board of Directors.
- i) Shall serve without compensation from R.E.D. Center.

C. DIRECTOR OF COMMUNICATIONS

The Director of Communications shall perform the duties delegated to that person by the Board of Directors and the Joint Chief's Authority including:

1. Hiring, supervising, disciplining and firing of the employees of R.E.D. Center;
2. Plans, directs and reviews activities of R.E.D. Center personnel with regard to the operation and maintenance of the organization and assists the personnel with benefit support.
3. Prepares, reviews and maintains records and reports; attends meetings as appropriate to the position, and works to insure the organization is functioning as the best possible emergency communications center using the latest methods with cost-effectiveness and efficiency in mind.
4. Preparation of the proposed annual budget for the Joint Chief's Authority;
5. Attending all Board of Directors and Joint Chief's Authority meetings and advising them on technical matters.
6. All other duties assigned by the Board of Directors and Joint Chief's Authority and as stated in R.E.D. Center's Policy and Procedures.
7. Approve any budgeted expenditure under \$10,000. Any expenditure of more than \$10,000.00 and less than the budgeted amount must be approved by the Joint Chief's Authority.
8. Review and recommend contracts with other agencies for the use of R.E.D. Center facilities for action by the Board of Directors.
9. The Director of Communications serves in an exempt-at-will capacity, subject to emergency re-call.

**Article IV – Finances**

A. Fiscal Year

The fiscal year of R.E.D. Center shall begin May 1<sup>st</sup> of each year and end on April 30<sup>th</sup> of the same year.

B. Budget

An annual budget shall be adopted by the Board of Directors at the annual meeting. There shall be no expenditure of funds except as set forth in the annual budget and as specifically authorized by the Board of Directors. The annual budget may be amended at any time or from time to time in the same manner as provided for passage of the annual budget.

- C. Payment of charges established in Paragraph D of this Article shall be made to R.E.D. Center on a monthly basis. Notice of such payment due shall be given at least thirty (30) days prior to due date. Any member whose charges have not been paid within thirty (30) days after the date due shall not be entitled to further voting privileges until payment is made.

D. Cost

The cost of installation, maintenance and operation of R.E.D. Center shall be pro-rated among the members according to the following formula, which percentage shall be determined annually by the Board of Directors for the fiscal year beginning May 1 through April 30.

$$\text{Percent} = \text{Each Dept. \# of alarms divided by total \# of alarms} \\ (\text{January 1 through December 31})$$

Each Member's annual contribution shall be established by R.E.D. Center's budget and may not be increased without specific approval of the Board of Directors. The Joint Chiefs Authority may recommend to the Board of Directors an adjustment in an agency's or agencies' annual alarm total based on catastrophic or disaster oriented alarm activity. This adjustment would be applied to the cost for service in the year of occurrence and to the percentage calculation formula for the budgeting purpose.

E. Books and Records; Notice

1. R.E.D. Center shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors and the Joint Chiefs Authority, and shall keep at the R.E.D. Center office a record giving names and addresses of the Chief Executive Officer of each member, and Board of Directors member and the Fire Chief. All books and records of R.E.D. Center may be inspected by the corporate authorities of any Member or the agent or attorney of any Member for any proper purpose at any reasonable time.
2. Any required written notice shall be deemed to have been properly given on the date of mailing if sent by registered or certified mail, return receipt

requested, to the address of the Member as maintained on file at the R.E.D. Center offices.

### **Article V – Personnel**

The number and job descriptions of persons employed on behalf of R.E.D. Center shall be determined by the Board of Directors upon recommendation of the Joint Chiefs Authority. All such persons will be employees of R.E.D. Center in accordance with the personnel procedures adopted by the Joint Chief's Authority. The Director of Communications, in cooperation with the Joint Chief's Authority, shall prepare a personnel manual for approval by the Board of Directors.

### **Article VI – Obligations**

In addition to duties and responsibilities specified in other sections of this agreement, the Members of R.E.D. Center hereto expressly and mutually agree as follows:

- A. R.E.D. Center shall provide continuous communications and dispatching services to the members for all fire emergency and emergency medical operations in the manner determined by the Joint Chiefs Authority.
- B. R.E.D. Members
  - 1. Once R.E.D. Center has made the dispatch, each member shall be responsible for responding to the fire and/or medical emergency service call. R.E.D. Center's alarm responsibilities are exclusively dispatch functions.
  - 2. Each member of R.E.D. Center, subject to the approval of their respective corporate authorities, and consistent with procedures contained herein, agrees to appropriate for, budget for, and where necessary, to levy for, and to promptly pay all annual or other payments to the R.E.D. Center at such times and in such amounts as shall be established by the Board of Directors within the scope of this agreement.
  - 3. Members shall provide and maintain accurate mapping and related fire protection information necessary for efficient fire dispatching. This information and all subsequent information shall be the responsibility of the Members and all changes shall be sent to the R.E.D. Center.

## Article VII – Liability and Property

### A. Liability

1. Except to the extent of the limit of the financial contributions to R.E.D. Center 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.
2. Each Member agrees to indemnify and hold the other participating Members, and each and every one of them, harmless against any claim or claims meritorious or otherwise for any loss, personal injury, death or damages that may arise in connection with or result from or alleged to arise in connection with or result from the act or failure to act of one or more employees or officials of the indemnifying participating Member insofar as such act or failure to act occurs in connection with or results from the operation of the joint and cooperative communication systems contemplated herein, including all cases of such loss, personal injury, death or damages for which either the indemnifying participating Member or the indemnified participating member or members, jointly or severally, may or shall be liable.
3. R.E.D. Center shall procure and maintain, during the term of these By-Laws and any extension thereof, sufficient insurance to cover the replacement value of the R.E.D. Center equipment wherever located and provide liability insurance for the employees, officers and agents of R.E.D. Center.
4. In connection with the obligation of the Members undertaken in Paragraph 2 hereunder, each Member hereby represents and warrants that it presently possesses and will continue to possess a comprehensive general liability insurance policy, including coverage for contractual liabilities, and a blanket excess insurance policy, such policy or policies providing comprehensive liability coverage in an aggregate amount not less than \$3,000,000.00. Each Member shall take all actions necessary to keep such insurance policy or policies, or another comparable policy or policies, in full force and effect from time to time during the period in which such participating municipality receives communications services from R.E.D. Center. A failure by any Member to so keep such insurance coverage in continuing effect shall result in an automatic suspension of the right of that Member to receive communications services from R.E.D. Center. Such suspension shall be automatically lifted when insurance is in effect. Not later than fifteen (15) days after the effective date of this agreement, each Member shall deliver or cause to be delivered to R.E.D. Center a

satisfactory and current certificate or certificates of insurance showing the required coverages and the effective dates for such coverages, which certificate or certificates shall contain a limitation that the insurance coverage may not be modified, revoked or cancelled except after ten (10) days prior written notice served on R.E.D. Center. In all subsequent years a certificate or certificates evidencing renewal or replacement of the policy or policies required above shall be delivered by each of the Members to R.E.D. Center no later than the date of expiration of the then current certificate or certificates.

**B. Property and Equipment**

1. R.E.D. Center may purchase, own, rent or lease, such real and personal property, including, land, buildings, equipment, furniture and fixtures, that are necessary or convenient for it to fulfill its purpose.
2. All property, real and personal, acquired by R.E.D. Center shall be owned in common by the parties to the Joint Public Safety Communications Systems Agreement unless otherwise specified in a writing signed by all members.
3. Unless otherwise provided by individual contracts, each member participant of R.E.D. Center shall be liable for the debts and liabilities of R.E.D. Center only to the extent of the authorized charges then owed by that member participant. Persons or companies contracting with R.E.D. Center cannot rely upon the assets of any member participant beyond the charges or single current annual contribution amount previously agreed to by that member participant under the then current budget.
4. Each member of the Board of Directors and Joint Chief's Authority serves in that capacity as an agent for the member unit of local government.
5. R.E.D. Center has the power to purchase and maintain a policy of insurance, containing coverage commonly known as Errors and Omissions, on behalf of any person who is an employee or agent of R.E.D. Center, so long as such insurance is available and is economically feasible.

**Article VIII – Withdrawal, Expulsion, Dissolution**

**A. Voluntary Withdrawal**

Any Member may give written notice of withdrawal by resolution of the Corporate Authorities of the Member at the conclusion of the second full year of participation or at the conclusion of any fiscal year thereafter. Such notice shall be given to the Board of Directors at their annual meeting and shall be effective no less than one year prior to the date of actual termination.

Any Member voluntarily withdrawing from R.E.D. Center shall be entitled to a pro-rata share of the value of the property of R.E.D. Center according to the method of valuation and distribution established by the Joint Chief Authority and approved by the Board of Directors.

B. Expulsion of Members

By a vote of two-thirds (2/3) of the entire membership of the Board of Directors, any member may be expelled. Such expulsion, which shall take effect at the beginning of the next fiscal year, may be carried out for one or more of the following reasons:

1. Failure to make any payments due R.E.D. Center.
2. Failure to provide any of the services described in Article VI to any Member(s) of R.E.D. Center.
3. Failure to carry out any obligation of a member which impairs the ability of R.E.D. Center to carry out its purpose or powers.

No Member may be expelled except after notice from the Board of Directors 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 before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. A decision by the Board to expel a Member after notice and hearing and failure to cure the alleged defect shall be final unless the Board shall be found by a Court to have committed a gross abuse of discretion. After expulsion, the former Member shall continue to be fully obligated for its proportionate share of the costs of R.E.D. Center for a twelve (12) month period.

C. Dissolution

On withdrawal or expulsion of a Member or Members so as to reduce the number of continuing Members to less than that required to keep R.E.D. Center operational, and/or upon the action of two-thirds (2/3) of the entire Board of Directors to dissolve, then these By-Laws and R.E.D. Center shall be terminated and dissolved.

Upon such dissolution (and after payment of all debts) all assets or liabilities of R.E.D. Center shall be distributed among the Members who had participated in R.E.D. Center for more than one (1) year prior to such mandatory dissolution, in proportion to their respective payments for the preceding three (3) years.

**Article IX – Amendments**

These By-Laws may be amended at a meeting of the Board of Directors by a two-thirds (2/3) vote of all directors if the proposed amendment was submitted in writing to all directors at least thirty (30) days before the meeting at which the proposed amendment is considered.

**Article X – Effective Date**

The effective date of these By-Laws and the commencement of the R.E.D. Center operations as set forth in these By-Laws shall be \_\_\_\_\_.

Dated: \_\_\_\_\_

ACCEPTED:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Agency

Adopted Date:      March 7, 2001  
Amendment Date:    April 28, 2004

**Amendment Signature Page**

Amendment approved at the April 28, 2004 Board of Directors Meeting to eliminate the line “No person may serve as Chairman of the Board for more than two consecutive full one-year terms.” From Article III, Section A, Number 1.

Dated: \_\_\_\_\_

ACCEPTED:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Agency