



TRI-COM BOARD OF DIRECTORS REGULAR MEETING
Regular Meeting Agenda
Wednesday, September 22, 2021

Location: Tri-Com Training Room

Time: 8:00 A.M.

Call Meeting to Order: Roll Call

Old Business:

- 1) Consent Agenda.
 - A) Approve the Minutes from the Following:
June 30, 2021 Regular Board Meeting
 - B) Approve the Financial Reports from the Following:
June 30, 2021
July 31, 2021
- 2) Update on COVID-19
- 3) Update on StarCom 21
 - Process for Radio Programming/Firmware
 - 10th Street Tower Project
- 4) Update on Staffing
- 5) Update on Basement/Generator Project

Public Comment:

CLOSED SESSION:

- 1) For the purpose of discussing:
 - a. the appointment, employment, compensation, discipline, performance, or dismissal of a specific employee or legal counsel for the public body;
 - b. collective negotiating matters or deliberations concerning salary schedules for one or more classes of employees;**
 - c. discipline or removal of an occupant of a public office or appointment of an individual to fill a vacant public office;
 - d. the purchase of lease of real property by the public body;
 - e. the setting of a price for sale or lease of property owned by the public body;
 - f. pending or probable litigation against, affecting, or on behalf of the public body;
 - g. discussion of the minutes of a meeting that was lawfully closed under the Open Meetings Act.

New Business:

- 1) Approval of Collective Bargaining Agreement between Metropolitan Alliance of Police Tri-Com Central Dispatch Chapter #531 and Tri-Com Central Dispatch
- 2) Authorize the Board Chairman to Sign the Certificate of Substantial Completion for the Basement Water Mitigation Project
- 3) Approval of Basement Water Mitigation Close Out and Authorize Final Payment
- 4) 10th Street Tower Project – Change Order #2 – Electrical Work
- 5) Approval of Addendum to the Radio Management Subscription Services Agreement
- 6) Approval of Purchase and Installation of Thirty-Five (35) APX 6500 Mobile Radios
- 7) Approval of Memo of Understanding with North Aurora Police
- 8) Approval of StarCom Change Order #8 for Purchase of Genesis Software
- 9) Approval of the CAD Fire Occupancy Interface Proposal
- 10) Authorize Approval of Resolution 2021-003: Authorizing Declaration of Surplus Property

Adjournment:

Next Regular Meeting: Wednesday, November 10, 2021 at 8:00 A.M.



Tri-Com Central Dispatch
BOARD OF DIRECTORS

Regular Meeting Minutes from June 30, 2021

Chairman Eul called the meeting to order at 8:00 A.M. at Tri-Com Central Dispatch.

Roll Call:

Members Present:

St. Charles: Chief James Keegan, Chief Scott Swanson; Alderman Ronald Silkaitis
Geneva: Chief Eric Passarelli, Chief Mike Antenore
Batavia: Chief Dan Eul, Chief Randy Deicke, Alderman Mike Russotto
South Elgin: Chief Jerry Krawczyk
Contracted Agencies: Chief Pat Rollins

Members Absent:

St. Charles: Chief James Keegan
Geneva: None
Batavia: None
South Elgin: None
Contracted Agencies: None

Others Present:

John Plavsic, Motorola Solutions
Chief Nick Sikora, Elburn Police
Deputy Chief Erik Mahan, St. Charles Police
Assistant Chief Mike Huneke, Elburn Fire
Sergeant Jeff Wold, Waubensee CC Police
Rita Kruse, Finance Director, City of Geneva
Joe Schelstreet, Director, Tri-Com
LaToya Marz, Deputy Director, Tri-Com
Shevon Sherod-Ramirez, Administrative Assistant, Tri-Com

OLD BUSINESS

Consent Agenda:

Motion to approve the Board Meeting Minutes from the May 12, 2021 Regular Board Meeting and the April 30, 2021 and May 31, 2021 Financial Reports was made by Alderman Silkaitis and seconded by Chief Krawczyk.

The motion passed unanimously by roll call vote with two absent.

Update on COVID-19:

Director Schelstreet stated that Tri-Com is following the City of Geneva policy. Vendors and visitors are required to sign in and wear a mask. The screening questions have changed. They are only be asked if the call involves difficulty breathing.

Update on StarCom:

Director Schelstreet stated the 10th Street Tower construction work is about 85% complete. The SCADA system for the water tower needs to be moved.

The radio management kick off was completed. The Wi-Fi systems are Tri-Com and Batavia are ready. Testing will be done. Flash upgrades have not been received yet.

Motorola will be hosing the server. They need server names from everyone. Motorola APX6500 will not take the flash upgrades. It is \$100,000 to upgrade those radios.

John Plavsic from Motorola stated that the radio management contract was signed in March. Motorola missed additional costs. Thirty-five 6500 radios and fourteen 4500 radios are not Wi-Fi capable. The cost for these upgrades would be \$248,727. Motorola is discounting this 50-65% for a total of \$138,248. Motorola paging Wi-Fi antennas are \$23,900. Motorola will also extend a 37% loyalty discount for one year.

Director Schelstreet stated that he, Deputy Director Marz, and Mark Marzetta have been trained and could update radios that are not Wi-Fi capable. All the radios will work, but will not be updated by Wi-Fi. For programming, a laptop, desktop, or computer stick will be needed.

Mr. Plavsic stated that radios on different firmware should be able to talk to each other. They will be able to communicate. A talk group change could make a difference.

There is no longer the option to not do Wi-Fi programming. Mr. Plavsic recommends that everyone go to Wi-Fi programming. He has customers that have both.

Chief Eul stated that mobile units are backups for portables. Deputy Chief Mahan asked if this was a swap out of radios or if we are keeping all radios. Mr. Plavsic stated that this is not an exchange and everyone will keep radios.

Rita Kruse stated that the fund balance is at 53%. The requirement is 25%. Director Schelstreet stated that there is money available in ETSB funds and reserves.

Chief Sikora asked how this would affect Kenwood radios. Alderman Bruno asked about market value of radios. Chief Passarelli stated that it would be labor intensive to program manually.

Chief Antenore asked that we verify that we are keeping the old radios, check on their values, and verify that we are receiving a 37% discount off the state bid package for one year. Licensing was about \$6000 of the \$8300. See if licensing could be transferred.

Update on Staffing:

Director Schelstreet reported that Melissa is call taking on her first shift. Laura and Brenna will be off the first part of training this summer. Caiti will be completely trained by mid-July.

There has been a Memo of Understanding so Andrew and Tammy choose overtime last.

Changing the training program has helped with staffing. Call reviews are being done for larger incidents. There are many new staff. Incident reviews are valuable for them.

Update on Basement/Generator Project:

Director Schelstreet reported that the project passed the final inspection. The exit lights need to have emergency lighting. Replacement stair treads are done. Tiles should be in by end of August. May be using different tile for remaining areas.

There was some seepage from above during storms. Sump pumps worked. FGM came out to check on it. Will not be signing off until this issue is taken care of.

Landscaping is doing okay. Reef Contractors will be reseeding some areas. Drywall and painting around doorway needs to be redone. The generator is working.

PUBLIC COMMENT

None

NEW BUSINESS

Approval of the Lease for the 10th Street Tower:

Motion to Approve the Lease for the 10th Street Tower was made by Chief Antenore and seconded by Alderman Bruno.

Director Schelstreet stated that the lease was reviewed and approved by Attorney Chuck Radovich. The City of St. Charles originally requested a lease fee. Chief Swanson assisted in getting the fee waived. This will go to the St. Charles City Council for approval.

Motion passed unanimously by roll call vote with Deputy Chief Mahan proxy voting for Chief Keegan.

Approval of Quote for Additional Fiber Installation Work at the 10th Street Water Tower:

Motion to the quote for additional fiber installation work at the 10th Street water tower was made by Alderman Bruno and seconded by Chief Krawczyk.

Director Schelstreet stated that they tried to use the AT&T access to the water tower for the fiber. It was not big enough. St. Charles will pay for the parts and Tri-Com will pay for the trench work.

Motion passed unanimously by roll call vote with Deputy Chief Mahan proxy voting for Chief Keegan.

Authorize the Purchase of Thirteen (13) APX 4500 Radios:

Amended motion to authorize the purchase of fourteen (14) APX 4500 radios was made by Chief Antenore and seconded by Chief Swanson.

Director Schelstreet stated that the APX radios are tied to station alerting. The cost is \$41,689.62 and \$1,610.00 for digital signaling from Tri-Com. The funds are being requested from the ETSB.

Motion passed unanimously by roll call vote with Deputy Chief Mahan proxy voting for Chief Keegan.

Authorize Approval of Overnight Travel:

Motion to the authorize approval of overnight travel for Deputy Director Marz to attend the IPSTA and APCO conferences was made by Chief Passarelli and seconded by Alderman Bruno.

Director Schelstreet stated that the Board must approve overnight travel. The IPSTA Conference (\$944.60) is reimbursable from the ETSB and is a separate line item. The APCO Conference (\$2,245.00) may be reimbursable from the ETSB.

Motion passed unanimously by roll call vote with Deputy Chief Mahan proxy voting for Chief Keegan

Discussion on Mental Health Bill HB2784:

Director Schelstreet stated that the Mental Health Bill HB2784 makes changes to how suspected mental health issues are handled. It mandates that PSAPs must coordinate with state groups to determine proper directives for call handling. It prohibits dispatching police unless there is an imminent threat to self or others or a violation of criminal law. This forces dispatchers to diagnosis caller for mental health.

Both APCO and NENA are working on this. If anyone is discussing this, please let us know. There is an issue of who bears the liability on these calls. It does not prohibit fire from requesting police. A history of violence or guns in the house does not qualify police dispatch.

Closed Session:

A motion was made by Alderman Silkaitis and seconded by Alderman Russotto to enter into closed session for the purpose of discussing collective negotiating matters or deliberations concerning salary schedules for one or more classes of employees 5 ILCS 120/2(c)(1).

Motion passed unanimously with Deputy Chief Mahan proxy voting for Chief Keegan. The Board entered into closed session at 9:25 A.M. Board Members present: Antenore, Bruno, Deicke, Eul, Krawczyk, Passarelli, Rollins, Russotto, Silkaitis, and Swanson. Absent: Keegan. Also present: Kruse, Sikora.

A motion was made by Chief Eul and seconded by Chief Passarelli to return to open session. Motion passed unanimously with two absent. Board returned to open session at 9:43 A.M.

Adjournment:

With no further business to discuss, Chief Antenore motioned to adjourn the meeting. Chief Swanson seconded the motion, which then passed by unanimous roll call vote. The meeting was adjourned at 9:44 A.M.

Next Meeting:

The next regular meeting of the Tri-Com Board of Directors is scheduled for Wednesday, September 8, 2021 at 8:00 A.M. at Tri-Com, 3823 Karl Madsen Dr. in St. Charles.

Respectfully submitted,

Shevon Sherod-Ramirez
Tri-Com Administrative Assistant



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	June 30, 2021 Monthly Financial Reports		
Presenter & Title:	Shevon Sherod-Ramirez, Administrative Assistant		
Date:	September 22, 2021		
<i>Please Check Appropriate Box:</i>			
<input checked="" type="checkbox"/>	Regular Meeting	<input type="checkbox"/>	Special Meeting _____
<input type="checkbox"/>	Other -	<input type="checkbox"/>	
Estimated Cost: N/A		Budgeted?	YES
			NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
Financial reports for Tri-Com Central Dispatch for Fiscal Year 2022 through June 30, 2021 including Comments on the Financial Statements are presented.			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Comments on the Financial Statements • June 30, 2021 Financial Report • Investment Schedule at June 30, 2021 • Accounts Payable by G/L Distribution Report for June 2021 • Wireless 911 Revenue Graphs 			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff recommends acceptance of the June 2021 Financial Reports as presented.			



MEMO

Date: September 22, 2021

To: Tri-Com Board of Directors

From: Shevon Sherod-Ramirez, Administrative Assistant

Re: Financial Statement Analysis – June 30, 2021

We are currently 16% through the fiscal year.

Revenue Analysis:

As of the period ending June 30, 2021, \$840,211 has been received. This accounts for approximately 18% of the Fiscal Year 2022 revenue budget.

Wireless 911: Total receipts for the fiscal year are \$353,446 or 18% of the budget has been received. Due to Kane ETSB allocation coupled with the 100% increase in 911 fees paid by phone subscribers, the monthly fee averages \$176,723.

Dispatch Services: The second of four quarterly payments was billed in April. Two quarters have been billed and all members have paid on-time.

Other Revenues: Total receipts in June was \$32 in Other Revenues. This category consists of Interest Income, Reimbursed Expenditures, and Sale of Capital Assets.

Expenditure Analysis – General Fund:

As of June 30, expenditures totaled \$377,424 or 10% of the approved budget of \$4,568,500. Please see the attached Income Statement report for the detail by division. Personnel Services accounts for 80% of the total budget and is within the budgeted amounts.



Balance Sheet

Through 06/30/21
Detail Listing
Exclude Rollup Account

Account Description	Current YTD Balance
Fund Category Governmental Funds	
Fund Type Special Revenue Funds	
Fund 236 - Tri-Com	
ASSETS	
<i>Current Assets</i>	
Cash Fifth Third Bank Main	1,141,652.99
Money Market Fifth Third Securities	67,767.14
Money Market IPRIME	1,304,591.87
Certificates of Deposit	934,712.31
Prepaid Items Other	670.45
<i>Current Assets Totals</i>	\$3,449,394.76
<i>Current Receivables</i>	
Accounts Receivable Invoicing	102.00
Other Receivables Grants Receivable	(360.00)
Accrued Interest Receivable	1,051.70
<i>Current Receivables Totals</i>	\$793.70
<i>Intergovernmental Receivables</i>	
Intergovernmental Receivables 911 Fees	177,643.36
<i>Intergovernmental Receivables Totals</i>	\$177,643.36
ASSETS TOTALS	\$3,627,831.82
LIABILITIES AND FUND EQUITY	
LIABILITIES	
<i>Current Liabilities</i>	
Accounts Payable Accounts Payable	72,049.72
Accounts Payable Retainage	61,390.85
Deferred Revenue State/Local Grants	22,597.33
Deferred Revenue Other	212,045.00
Compensated Absences Current	234,796.56
<i>Current Liabilities Totals</i>	\$602,879.46
LIABILITIES TOTALS	\$602,879.46
FUND EQUITY	
<i>Fund Balance</i>	
Fund Balance	2,647,753.33
<i>Fund Balance Totals</i>	2,647,753.33

Tri-Com Central Dispatch
Income Statement
For the period ending June 30, 2021

Account Description	Annual Budget Amount	MTD Actual	YTD Actual Amount	Budget Less YTD Actual	% of Budget
REVENUE					
<i>Intergovernmental Revenues</i>					
Wireless 911	2,000,000	175,803	353,446	1,646,554	18%
<i>Intergovernmental Revenues Totals</i>	2,000,000	175,803	353,446	1,646,554	18%
<i>Service Charges</i>					
Dispatch Services	1,958,890	102	489,727	1,469,163	25%
<i>Service Charges Totals</i>	1,958,890	102	489,727	1,469,163	25%
<i>Other Revenues</i>					
Interest Income	25,000	32	(5,002)	30,002	-20%
Reimbursed Expenditures	335,000	0	2,040	332,960	1%
<i>Other Revenues Totals</i>	360,000	32	(2,962)	362,962	(1%)
<i>Other Financing Sources</i>					
Reappropriation	249,610	0	0	249,610	0%
<i>Other Financing Sources Totals</i>	249,610	0	0	249,610	0%
REVENUE TOTALS	4,568,500	175,937	840,211	3,728,289	18%
EXPENSE					
<i>Administration</i>					
Personnel Services	599,981	46,148	71,776	528,205	12%
Contractual Services	113,695	19,493	21,352	92,343	19%
Commodities	24,695	320	430	24,265	2%
Total	738,371	65,961	93,557	644,814	13%
<i>Operations</i>					
Personnel Services	2,387,219	169,835	274,319	2,112,900	11%
Contractual Services	338,885	3,061	4,527	334,358	1%
Commodities	462,880	30,118	32,966	429,914	7%
Other Expenditures	1,750	0	0	1,750	0%
Total	3,190,734	203,015	311,812	2,878,922	10%
<i>Debt Service</i>					
Principal	211,015	44,292	44,292	166,723	21%
Debt Service	57,980	15,708	15,708	42,272	27%
Total	268,995	60,000	60,000	208,995	22%
<i>Capital Expenditures</i>					
Capital Outlay	370,400	(2,582)	(2,582)	372,982	-1%
Total	370,400	(2,582)	(2,582)	372,982	-1%
EXPENSE TOTALS	4,568,500	326,393	462,787	4,105,713	10%
Fund 100 - General Fund Totals					
REVENUE TOTALS	4,568,500	175,937	840,211	3,728,289	18%
EXPENSE TOTALS	4,568,500	326,393	462,787	4,105,713	10%
Fund 100 - General Fund Net Gain (Loss)	0	(150,457)	377,424	377,424	0%

City of Geneva
Investments - Tri-Com
June 30, 2021

Purchase Date	CUSIP	Maturity Date	Description	Rate/ Yield	Cost	Fair Value/Market	Par Value/Face
<u>Certificates of Deposit</u>							
10/3/2019	45023	10/4/2021	CD - Morgan Stanley Bank	1.850%	247,000.00	248,185.35	247,000.00
2/1/2021	288016-1	8/15/2022	CD - CIBC Bank USA	0.250%	249,400.00	249,400.00	249,979.60
2/5/2020	38149MPK3	2/7/2022	CD - Golman Sachs	1.650%	250,000.00	252,417.50	250,000.00
5/4/2021	61690UNY2	11/21/2022	CD - Morgan Stanley	1.850%	188,312.31	186,337.06	186,577.81
					\$ 934,712.31	\$ 936,339.91	\$ 933,557.41
<u>U.S. Treasury</u>							
					\$ -	\$ -	\$ -
<u>U.S. Agencies</u>							
					\$ -	\$ -	\$ -
					\$ 934,712.31	\$ 936,339.91	\$ 933,557.41



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 06/01/21 - 06/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 41 - Administration											
Program 00 - General											
Account 521.10 - Group Insurance FSA Administration											
5062 - ISOLVED BENEFIT SERVICES	I109310133	FSA Monthly Admin Fee - April 2021	Paid by EFT # 19364		05/10/2021	06/07/2021	04/30/2021	05/13/2021	06/09/2021	15.00	
5062 - ISOLVED BENEFIT SERVICES	I109919052	FBA Monthly Admin Fee - May 2021	Paid by EFT # 19543		06/09/2021	06/21/2021	06/23/2021	06/09/2021	06/23/2021	15.00	
									Account 521.10 - Group Insurance FSA Administration Totals	Invoice Transactions 2	<u>\$30.00</u>
Account 521.25 - Group Insurance Life											
1062 - STANDARD INSURANCE COMPANY	52721	Life Insurance Premium - June 2021	Paid by EFT # 19305		05/27/2021	06/07/2021	05/25/2021	05/27/2021	05/25/2021	54.74	
									Account 521.25 - Group Insurance Life Totals	Invoice Transactions 1	<u>\$54.74</u>
Account 541 - Accounting & Auditing Service											
4493 - BAKER TILLY VIRCHOW KRAUSE LLP	BT1835129	Auditing Services	Paid by EFT # 19518		05/25/2021	06/21/2021	06/23/2021	06/01/2021	06/23/2021	2,000.00	
									Account 541 - Accounting & Auditing Service Totals	Invoice Transactions 1	<u>\$2,000.00</u>
Account 543 - Legal Service											
1013 - CLARK BAIRD SMITH LLP	13945	Legal Services	Paid by Check # 158068		04/30/2021	06/07/2021	04/30/2021	05/13/2021	06/09/2021	1,275.00	
									Account 543 - Legal Service Totals	Invoice Transactions 1	<u>\$1,275.00</u>
Account 562 - Telephone											
1039 - KANE COUNTY GOVERNMENT	FY2021-098	Administrative Phone Lines	Paid by Check # 158179		06/04/2021	06/21/2021	06/23/2021	06/04/2021	06/23/2021	160.95	
									Account 562 - Telephone Totals	Invoice Transactions 1	<u>\$160.95</u>
Account 572 - Travel & Meals											
4871 - JOSEPH SCHELSTREET	SCHE043021	Reimbursement - Mileage & Supplies	Paid by EFT # 19391		04/30/2021	06/07/2021	04/30/2021	04/30/2021	06/09/2021	72.80	
4871 - JOSEPH SCHELSTREET	SCHE060821	Reimbursement - Mileage & Supplies	Paid by EFT # 19569		06/08/2021	06/21/2021	06/23/2021	06/08/2021	06/23/2021	30.80	
2243 - SHEVON SHEROD-RAMIREZ	52821	Reimbursement - Mileage & Laminating	Paid by EFT # 19571		05/28/2021	06/21/2021	06/23/2021	06/09/2021	06/23/2021	10.64	
									Account 572 - Travel & Meals Totals	Invoice Transactions 3	<u>\$114.24</u>
Account 591 - Liability Insurance											
4461 - ILLINOIS PUBLIC RISK FUND	40388	Insurance - Building	Paid by EFT # 19363		05/04/2021	06/07/2021	06/09/2021	05/04/2021	06/09/2021	17,135.00	
									Account 591 - Liability Insurance Totals	Invoice Transactions 1	<u>\$17,135.00</u>
Account 595.05 - Rentals Copier											
1169 - GORDON FLESCH CO INC	IN13298684	Copier Maintenance - 05/21	Paid by EFT # 19360		04/20/2021	06/07/2021	06/09/2021	04/26/2021	06/09/2021	179.00	
1169 - GORDON FLESCH CO INC	IN13334451	Copier Maintenance - 06/21	Paid by EFT # 19360		05/21/2021	06/07/2021	06/09/2021	05/27/2021	06/09/2021	179.00	
									Account 595.05 - Rentals Copier Totals	Invoice Transactions 2	<u>\$358.00</u>



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 06/01/21 - 06/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 41 - Administration											
Program 00 - General											
Account 599 - Other Contractual Services											
1304 - CITY OF GENEVA	2022-08008002	COG General Fund Wages Chargeable to Tri-Com	Paid by EFT # 19308		05/03/2021	06/07/2021	04/30/2021	05/10/2021	05/10/2021	3,434.66	
1304 - CITY OF GENEVA	2022-08008003	COG General Fund Wages Chargeable to Tri-Com	Paid by EFT # 19426		06/07/2021	06/21/2021	05/31/2021	06/15/2021	06/15/2021	1,858.55	
								Account 599 - Other Contractual Services Totals		Invoice Transactions 2	\$5,293.21
								Program 00 - General Totals		Invoice Transactions 14	\$26,421.14
								Division 41 - Administration Totals		Invoice Transactions 14	\$26,421.14
Division 86 - Operations											
Program 00 - General											
Account 521.10 - Group Insurance FSA Administration											
5062 - ISOLVED BENEFIT SERVICES	I109310133	FSA Monthly Admin Fee - April 2021	Paid by EFT # 19364		05/10/2021	06/07/2021	04/30/2021	05/13/2021	06/09/2021	40.00	
5062 - ISOLVED BENEFIT SERVICES	I109919052	FBA Monthly Admin Fee - May 2021	Paid by EFT # 19543		06/09/2021	06/21/2021	06/23/2021	06/09/2021	06/23/2021	40.00	
								Account 521.10 - Group Insurance FSA Administration Totals		Invoice Transactions 2	\$80.00
Account 521.25 - Group Insurance Life											
1062 - STANDARD INSURANCE COMPANY	52721	Life Insurance Premium - June 2021	Paid by EFT # 19305		05/27/2021	06/07/2021	05/25/2021	05/27/2021	05/25/2021	240.04	
								Account 521.25 - Group Insurance Life Totals		Invoice Transactions 1	\$240.04
Account 531.05 - Maintenance Service Building											
1120 - ALL AMERICAN FLAG COMPANY	5601	Flag Swivel Snaps	Paid by Check # 158057		04/29/2021	06/07/2021	04/30/2021	04/29/2021	06/09/2021	7.60	
4044 - GOOD CALL PLUMBING	14377	Plumbing Repair	Paid by EFT # 19359		05/18/2021	06/07/2021	06/09/2021	05/18/2021	06/09/2021	325.00	
1252 - LOWE'S	911605	Building Supplies	Paid by Check # 158098		04/08/2021	06/07/2021	04/30/2021	05/07/2021	06/09/2021	9.21	
1531 - SKIRMONT MECHANICAL CONTRACTORS INC	210123	Sump Pump Maintenance	Paid by Check # 158118		05/06/2021	06/07/2021	04/30/2021	05/06/2021	06/09/2021	680.00	
1005 - CITY OF ST CHARLES	PRRN20210009 2	10th St Tower Permit	Paid by EFT # 19481		05/05/2021	06/21/2021	06/21/2021	05/27/2021	06/21/2021	80.00	
4871 - JOSEPH SCHELSTREET	SCHE060821	Reimbursement Mileage & Supplies	Paid by EFT # 19569		06/08/2021	06/21/2021	06/23/2021	06/08/2021	06/23/2021	26.92	
4044 - GOOD CALL PLUMBING	14498	Repair Restroom Plumbing	Paid by EFT # 19541		06/03/2021	06/21/2021	06/23/2021	06/03/2021	06/23/2021	250.00	
4625 - FOX VALLEY ENVIRONMENTAL PEST CONTROL	57356-06/21	Pest Control Service - 3823 Karl Madsen	Paid by EFT # 19537		06/04/2021	06/21/2021	06/23/2021	06/04/2021	06/23/2021	575.00	
								Account 531.05 - Maintenance Service Building Totals		Invoice Transactions 8	\$1,953.73



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 06/01/21 - 06/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 00 - General											
Account 531.10 - Maintenance Service Equipment											
1124 - CHICAGO COMMUNICATIONS, LLC	327200	Repair Orchard Site	Paid by EFT # 19524		06/04/2021	06/21/2021	06/23/2021	06/08/2021	06/23/2021	260.00	
								Account 531.10 - Maintenance Service Equipment Totals		Invoice Transactions 1	<u>\$260.00</u>
Account 531.40 - Maintenance Service Computer Software											
3153 - SENDGRID	INV07674452	Email Relay Service	Paid by EFT # 19280		04/01/2021	06/07/2021	04/30/2021	04/29/2021	05/24/2021	29.95	
3153 - SENDGRID	INV07840166	Email Relay Service	Paid by EFT # 19478		05/01/2021	06/21/2021	06/21/2021	05/27/2021	06/21/2021	29.95	
								Account 531.40 - Maintenance Service Computer Software Totals		Invoice Transactions 2	<u>\$59.90</u>
Account 546 - Janitorial Service											
3346 - CITYWIDE BUILDING MAINTENANCE	39650	Cleaning Services - June 2021	Paid by Check # 158148		06/01/2021	06/21/2021	06/23/2021	06/09/2021	06/23/2021	1,465.55	
								Account 546 - Janitorial Service Totals		Invoice Transactions 1	<u>\$1,465.55</u>
Account 559 - Other Professional Services											
3277 - FASTSPRING TYPING MASTER	TYP210524982 1191	Applicant Testing	Paid by EFT # 19484		05/24/2021	06/21/2021	06/21/2021	05/27/2021	06/21/2021	49.00	
								Account 559 - Other Professional Services Totals		Invoice Transactions 1	<u>\$49.00</u>
Account 562 - Telephone											
1004 - CALL ONE	403762	Phone Service	Paid by Check # 158063		05/15/2021	06/07/2021	06/09/2021	05/24/2021	06/09/2021	12,483.26	
1039 - KANE COUNTY GOVERNMENT	FY2021-098	Administrative Phone Lines	Paid by Check # 158179		06/04/2021	06/21/2021	06/23/2021	06/04/2021	06/23/2021	114.95	
								Account 562 - Telephone Totals		Invoice Transactions 2	<u>\$12,598.21</u>
Account 565 - Internet											
4227 - TECHNOLOGY MANAGEMENT REV FUND	T2125321	LEADS & Internet Service	Paid by Check # 158123		05/10/2021	06/07/2021	04/30/2021	05/24/2021	06/09/2021	1,027.71	
								Account 565 - Internet Totals		Invoice Transactions 1	<u>\$1,027.71</u>
Account 572 - Travel & Meals											
1779 - BUFFALO WILD WINGS	2021033012531 0	CPR Training Lunch	Paid by EFT # 19278		03/30/2021	06/07/2021	04/30/2021	04/29/2021	05/24/2021	59.82	
3149 - CHIPOTLE	3SQ-4A6	New Employee Luncheon	Paid by EFT # 19279		04/05/2021	06/07/2021	04/30/2021	04/29/2021	05/24/2021	68.49	
5151 - MELISSA COLNAR	52821	Training	Paid by Check # 158152		05/28/2021	06/21/2021	06/23/2021	06/09/2021	06/23/2021	26.05	
1613 - JIMMY JOHN'S	1979327779	Construction Day Lunch	Paid by EFT # 19473		05/04/2021	06/21/2021	06/21/2021	05/27/2021	06/21/2021	178.70	
5152 - BRENNIA PLONIS	52821	Training	Paid by Check # 158187		05/28/2021	06/21/2021	06/23/2021	06/09/2021	06/23/2021	23.51	



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 06/01/21 - 06/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 00 - General											
Account 572 - Travel & Meals											
3715 - TAMMY KLEVENO	KLEV052821	Reimbursement Meal	Paid by EFT # 19547		05/28/2021	06/21/2021	06/23/2021	05/28/2021	06/23/2021	27.12	
5061 - SHELLEY PARAT	PARA052821	Reimbursement Mileage & Meal	Paid by EFT # 19556		05/28/2021	06/21/2021	06/23/2021	05/28/2021	06/23/2021	23.78	
4321 - CHARLIE FOX'S PIZZA	39419210	Construction Day Lunch	Paid by EFT # 19474		05/03/2021	06/21/2021	06/21/2021	05/27/2021	06/21/2021	74.76	
4321 - CHARLIE FOX'S PIZZA	1-5621	Construction Day Lunch	Paid by EFT # 19475		05/06/2021	06/21/2021	06/21/2021	05/27/2021	06/21/2021	71.74	
								Account 572 - Travel & Meals Totals		Invoice Transactions 9	<u>\$553.97</u>
Account 573 - Training & Professional Development											
1605 - APCO INTERNATIONAL	786493	FSC Manuals	Paid by EFT # 19477		04/27/2021	06/21/2021	04/30/2021	05/27/2021	04/30/2021	423.72	
1605 - APCO INTERNATIONAL	787649	CTO Certification	Paid by EFT # 19482		05/10/2021	06/21/2021	06/21/2021	05/27/2021	06/21/2021	464.00	
3281 - ILLINOIS DEPARTMENT OF PUBLIC HEALTH	0948	EMD License	Paid by EFT # 19476		05/07/2021	06/21/2021	06/21/2021	05/27/2021	06/21/2021	31.00	
								Account 573 - Training & Professional Development Totals		Invoice Transactions 3	<u>\$918.72</u>
Account 581.05 - Utilities Electric											
1005 - CITY OF ST CHARLES	Tricom051721	Utilities - Electric & Sewer	Paid by Check # 158067		05/17/2021	06/07/2021	04/30/2021	05/17/2021	06/09/2021	2,364.95	
								Account 581.05 - Utilities Electric Totals		Invoice Transactions 1	<u>\$2,364.95</u>
Account 581.10 - Utilities Natural Gas											
1373 - NICOR GAS 0632	9305123193/0421	Gas Services - 3823 Karl Madsen	Paid by Check # 158108		04/27/2021	06/07/2021	04/30/2021	05/04/2021	06/09/2021	167.28	
1373 - NICOR GAS 0632	8152828017/0521	Gas Services - 1850 South St	Paid by Check # 158108		05/21/2021	06/07/2021	06/09/2021	05/27/2021	06/09/2021	43.04	
1373 - NICOR GAS 0632	9799006059/0521	Gas Services - 75 Railroad	Paid by Check # 158108		05/19/2021	06/07/2021	06/09/2021	05/26/2021	06/09/2021	44.63	
1373 - NICOR GAS 0632	9305123193/0521	Gas Services - 3823 Karl Madsen	Paid by Check # 158184		05/26/2021	06/21/2021	06/23/2021	06/08/2021	06/23/2021	159.17	
								Account 581.10 - Utilities Natural Gas Totals		Invoice Transactions 4	<u>\$414.12</u>
Account 581.20 - Utilities Water/Sewer											
1005 - CITY OF ST CHARLES	Tricom051721	Utilities - Electric & Sewer	Paid by Check # 158067		05/17/2021	06/07/2021	04/30/2021	05/17/2021	06/09/2021	58.79	
								Account 581.20 - Utilities Water/Sewer Totals		Invoice Transactions 1	<u>\$58.79</u>
Account 581.25 - Utilities Cable/Dish											
4135 - DIRECTV	014880277X210426	Satellite TV Service -	Paid by Check # 158075		04/26/2021	06/07/2021	06/09/2021	05/04/2021	06/09/2021	88.24	



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 06/01/21 - 06/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 236 - Tri-Com										
Department 85 - Dispatch Services										
Division 86 - Operations										
Program 00 - General										
Account 581.25 - Utilities Cable/Dish										
4135 - DIRECTV	014880277X210526	Satellite TV Service - 05/21	Paid by Check # 158159		05/26/2021	06/21/2021	06/23/2021	06/01/2021	06/23/2021	81.99
								Account 581.25 - Utilities Cable/Dish Totals Invoice Transactions 2		<u>\$170.23</u>
Account 595.95 - Rentals Miscellaneous										
4227 - TECHNOLOGY MANAGEMENT REV FUND	T2125321	LEADS & Internet Service	Paid by Check # 158123		05/10/2021	06/07/2021	04/30/2021	05/24/2021	06/09/2021	580.00
								Account 595.95 - Rentals Miscellaneous Totals Invoice Transactions 1		<u>\$580.00</u>
Account 621 - Office Supplies										
1597 - AMAZON	13JD-L43H-7PDJ	Misc Supplies & Tools for City Depts	Paid by EFT # 19330		05/01/2021	06/07/2021	04/30/2021	06/03/2021	06/09/2021	29.97
1031 - OFFICE DEPOT	163345371-001	Office Supplies	Paid by EFT # 19282		04/15/2021	06/07/2021	04/30/2021	04/29/2021	05/24/2021	11.18
1031 - OFFICE DEPOT	162996296-001	Office Supplies	Paid by EFT # 19283		04/15/2021	06/07/2021	04/30/2021	04/29/2021	05/24/2021	17.01
1031 - OFFICE DEPOT	163345394-001	Office Supplies	Paid by EFT # 19284		04/15/2021	06/07/2021	04/30/2021	04/29/2021	05/24/2021	61.94
1031 - OFFICE DEPOT	163345494-001	Office Supplies	Paid by EFT # 19285		04/15/2021	06/07/2021	04/30/2021	04/29/2021	05/24/2021	173.00
1031 - OFFICE DEPOT	163345551-001	Office Supplies	Paid by EFT # 19286		04/15/2021	06/07/2021	04/30/2021	04/29/2021	05/24/2021	45.98
1031 - OFFICE DEPOT	171845370-001	Credit	Paid by EFT # 19479		05/04/2021	06/21/2021	06/21/2021	05/27/2021	06/21/2021	(11.18)
1031 - OFFICE DEPOT	171815682-001	Bankers Box	Paid by EFT # 19480		05/04/2021	06/21/2021	06/21/2021	05/27/2021	06/21/2021	11.63
2243 - SHEVON SHEROD-RAMIREZ	52821	Reimbursement - Mileage & Laminating	Paid by EFT # 19571		05/28/2021	06/21/2021	06/23/2021	06/09/2021	06/23/2021	4.49
								Account 621 - Office Supplies Totals Invoice Transactions 9		<u>\$344.02</u>
Account 624.95 - Operating Supplies Other Operating Supplies										
1597 - AMAZON	13JD-L43H-7PDJ	Misc Supplies & Tools for City Depts	Paid by EFT # 19330		05/01/2021	06/07/2021	04/30/2021	06/03/2021	06/09/2021	40.13
1775 - SOS TECHNOLOGIES	78299	AED Battery	Paid by EFT # 19281		04/12/2021	06/07/2021	04/30/2021	04/29/2021	05/24/2021	161.61
3994 - CENTURY SPRINGS	2671503	Water Service	Paid by Check # 158065		04/09/2021	06/07/2021	04/30/2021	05/07/2021	06/09/2021	72.50
3994 - CENTURY SPRINGS	2678022	Water Service	Paid by Check # 158065		04/23/2021	06/07/2021	04/30/2021	05/07/2021	06/09/2021	79.45
4871 - JOSEPH SCHELSTREET	SCHE043021	Reimbursement - Mileage & Supplies	Paid by EFT # 19391		04/30/2021	06/07/2021	04/30/2021	04/30/2021	06/09/2021	24.34



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 06/01/21 - 06/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 00 - General											
Account 624.95 - Operating Supplies Other Operating Supplies											
4871 - JOSEPH SCHELSTREET	SCHE060821	Reimbursement	Paid by EFT #		06/08/2021	06/21/2021	06/23/2021	06/08/2021	06/23/2021	149.43	
		Mileage & Supplies	19569								
3994 - CENTURY SPRINGS	2685743	Water Service	Paid by Check		05/07/2021	06/21/2021	06/23/2021	06/01/2021	06/23/2021	72.50	
			# 158146								
3994 - CENTURY SPRINGS	2692353	Water Service	Paid by Check		05/21/2021	06/21/2021	06/23/2021	06/01/2021	06/23/2021	83.19	
			# 158146								
									Account 624.95 - Operating Supplies Other Operating Supplies Totals	Invoice Transactions 8	<u>\$683.15</u>
Account 626 - Janitorial Supplies											
4871 - JOSEPH SCHELSTREET	SCHE043021	Reimbursement -	Paid by EFT #		04/30/2021	06/07/2021	04/30/2021	04/30/2021	06/09/2021	69.65	
		Mileage & Supplies	19391								
									Account 626 - Janitorial Supplies Totals	Invoice Transactions 1	<u>\$69.65</u>
Account 631.05 - Clothing Allowance											
1392 - KOHL'S	5010704	Uniform Allowance	Paid by Check		04/29/2021	06/07/2021	04/30/2021	04/29/2021	06/09/2021	13.00	
			# 158094								
1197 - LANDS END BUSINESS OUTFITTERS	SIN9158403	Uniform Order	Paid by EFT #		04/29/2021	06/07/2021	04/30/2021	05/13/2021	06/09/2021	50.95	
			19370								
									Account 631.05 - Clothing Allowance Totals	Invoice Transactions 2	<u>\$63.95</u>
Account 663 - Computer Software											
3068 - TRANSUNION RISK AND	5872631-	TLO Subscription -	Paid by Check		05/01/2021	06/07/2021	04/30/2021	05/01/2021	06/09/2021	125.00	
ALTERNATIVE	202104-1	04/21	# 158125								
3068 - TRANSUNION RISK AND	5872631-	TLO Subscription -	Paid by Check		06/01/2021	06/21/2021	06/23/2021	06/02/2021	06/23/2021	125.00	
ALTERNATIVE	202105-1	05/21	# 158198								
1821 - GODADDY.COM	1870336280	SSL Certificate	Paid by EFT #		05/15/2021	06/21/2021	06/21/2021	05/27/2021	06/21/2021	94.99	
			19483								
									Account 663 - Computer Software Totals	Invoice Transactions 3	<u>\$344.99</u>
Account 663.10 - Computer Software Subscriptions											
4972 - LOGMEIN INC	299481992	Toll Free Monthly	Paid by EFT #		04/23/2021	06/07/2021	04/30/2021	04/29/2021	05/24/2021	144.00	
		Charge	19287								
									Account 663.10 - Computer Software Subscriptions Totals	Invoice Transactions 1	<u>\$144.00</u>
Account 917 - Employee Awards											
1348 - POSITIVE PROMOTIONS INC	25230885	Telecommunicator's	Paid by EFT #		03/29/2021	06/07/2021	04/30/2021	04/29/2021	05/24/2021	280.98	
		Employee Awards	19277								
		Week									
1247 - EAGLE ENGRAVING	2021-2147	Engraving Name Plates	Paid by EFT #		04/27/2021	06/07/2021	04/30/2021	05/26/2021	06/09/2021	24.00	
			19350								
4871 - JOSEPH SCHELSTREET	SCHE043021	Reimbursement -	Paid by EFT #		04/30/2021	06/07/2021	04/30/2021	04/30/2021	06/09/2021	105.95	
		Mileage & Supplies	19391								
									Account 917 - Employee Awards Totals	Invoice Transactions 3	<u>\$410.93</u>
									Program 00 - General Totals	Invoice Transactions 67	<u>\$24,855.61</u>



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 06/01/21 - 06/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 95 - Capital Outlay											
Account 810 - Buildings & Improvements											
5135 - KELLENBERGER ELECTRIC INC	2253-02	Console Project - Electrical	Paid by Check # 158093		05/19/2021	06/07/2021	04/30/2021	05/19/2021	06/09/2021	9,189.00	
5131 - XYBIX SYSTEMS INC	40846	Console Project - Furniture	Paid by Check # 158132		04/28/2021	06/07/2021	04/30/2021	05/04/2021	06/09/2021	209,455.21	
5131 - XYBIX SYSTEMS INC	40847	Console Project - Data Package	Paid by Check # 158132		04/27/2021	06/07/2021	04/30/2021	05/04/2021	06/09/2021	3,280.32	
2984 - AMD INTERIORS INC	1076	Raised Floor Panels	Paid by Check # 158058		05/07/2021	06/07/2021	06/09/2021	05/13/2021	06/09/2021	120.00	
2312 - DIXON ENGINEERING INC	21-7967	10th Street Water Tower Project	Paid by EFT # 19347		05/11/2021	06/07/2021	06/09/2021	05/11/2021	06/09/2021	600.00	
4980 - FGM ARCHITECTS	20-2962.01-5A	Basement Generator Project	Paid by EFT # 19534		05/27/2021	06/21/2021	04/30/2021	05/27/2021	06/23/2021	15,000.00	
4980 - FGM ARCHITECTS	20-2962.01-5B	Basement Generator Project	Paid by EFT # 19534		05/27/2021	06/21/2021	06/23/2021	05/27/2021	06/23/2021	102,812.00	
									Account 810 - Buildings & Improvements Totals	Invoice Transactions 7	<u>\$340,456.53</u>
Account 820 - Machinery & Equipment											
1124 - CHICAGO COMMUNICATIONS, LLC	326670	Console Project - Furniture	Paid by EFT # 19342		05/13/2021	06/07/2021	04/30/2021	05/17/2021	06/09/2021	21,260.47	
1774 - MOTOROLA SOLUTIONS INC	8230321850	StarCom Radio Management	Paid by Check # 158104		04/29/2021	06/07/2021	04/30/2021	04/29/2021	06/09/2021	18,934.00	
1124 - CHICAGO COMMUNICATIONS, LLC	327098	StarCom Fire Station Alerting	Paid by EFT # 19524		05/27/2021	06/21/2021	06/23/2021	06/01/2021	06/23/2021	3,318.00	
1124 - CHICAGO COMMUNICATIONS, LLC	327099	StarCom Fire Station Alerting	Paid by EFT # 19524		05/27/2021	06/21/2021	06/23/2021	06/01/2021	06/23/2021	1,659.00	
5149 - LEXJET LLC	SOLJUSDS0286018	Printer	Paid by EFT # 19485		05/05/2021	06/21/2021	06/21/2021	05/27/2021	06/21/2021	609.00	
									Account 820 - Machinery & Equipment Totals	Invoice Transactions 5	<u>\$45,780.47</u>
Account 835 - Computer Equipment											
3365 - CMS COMMUNICATIONS INC	1742379	Computer Hardware	Paid by EFT # 19343		05/03/2021	06/07/2021	06/09/2021	05/11/2021	06/09/2021	4,470.00	
3615 - SHI INTERNATIONAL CORP	B13456769	Keyboards	Paid by EFT # 19396		05/12/2021	06/07/2021	06/09/2021	05/17/2021	06/09/2021	595.00	
3615 - SHI INTERNATIONAL CORP	B13460560	Computer Mouse	Paid by EFT # 19396		05/13/2021	06/07/2021	06/09/2021	05/24/2021	06/09/2021	35.00	
1022 - CDW GOVERNMENT	D764933	Computer Memory	Paid by Check # 158145		05/27/2021	06/21/2021	06/23/2021	06/08/2021	06/23/2021	529.28	
1022 - CDW GOVERNMENT	D870157	Computer Printer	Paid by Check # 158145		05/28/2021	06/21/2021	06/23/2021	06/08/2021	06/23/2021	482.78	
									Account 835 - Computer Equipment Totals	Invoice Transactions 5	<u>\$6,112.06</u>



Accounts Payable by G/L Distribution Report

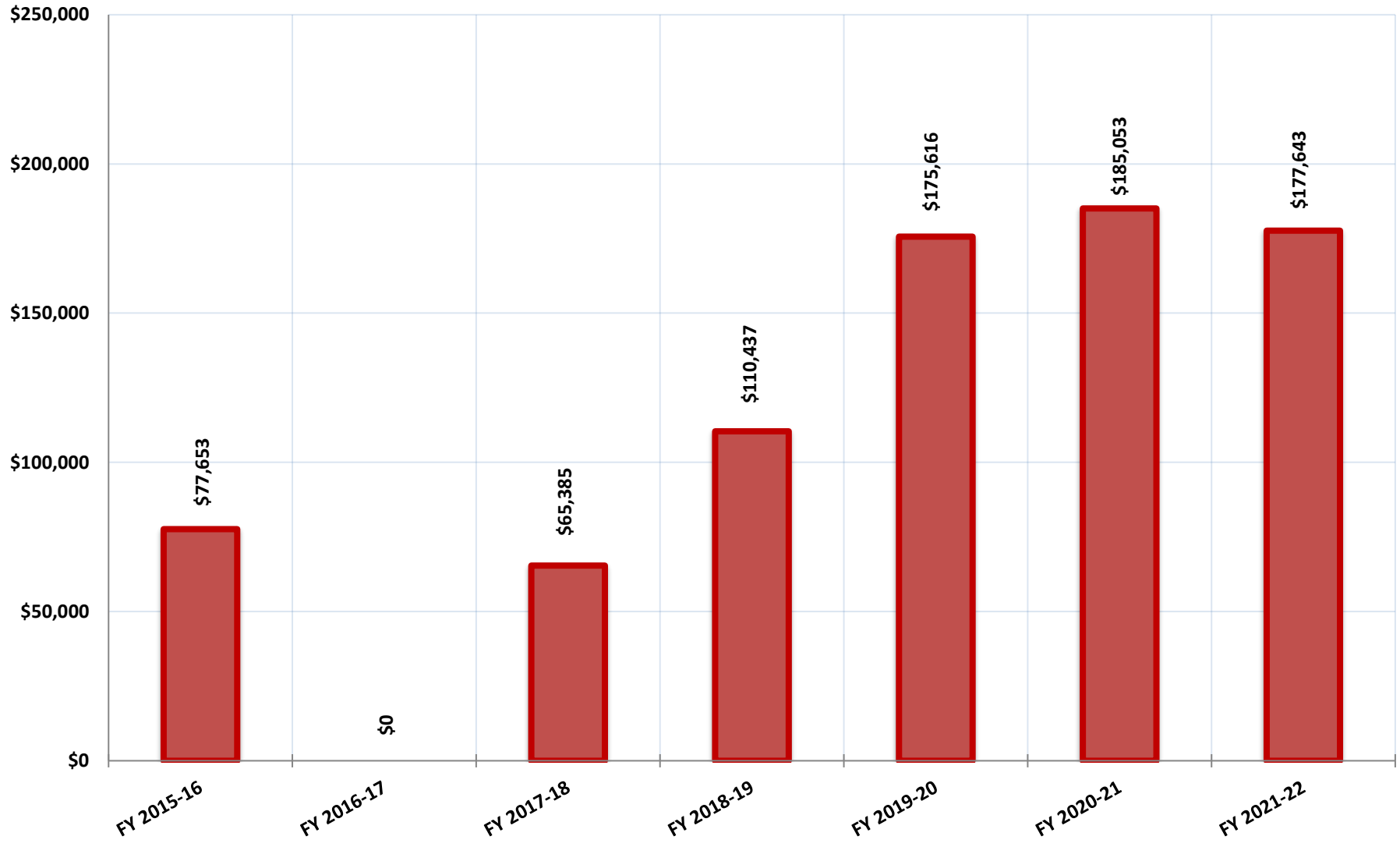
Invoice Due Date Range 06/01/21 - 06/30/21

Vendor Invoice No. Invoice Description Status Held Reason Invoice Date Due Date G/L Date Received Date Payment Date Invoice Amount

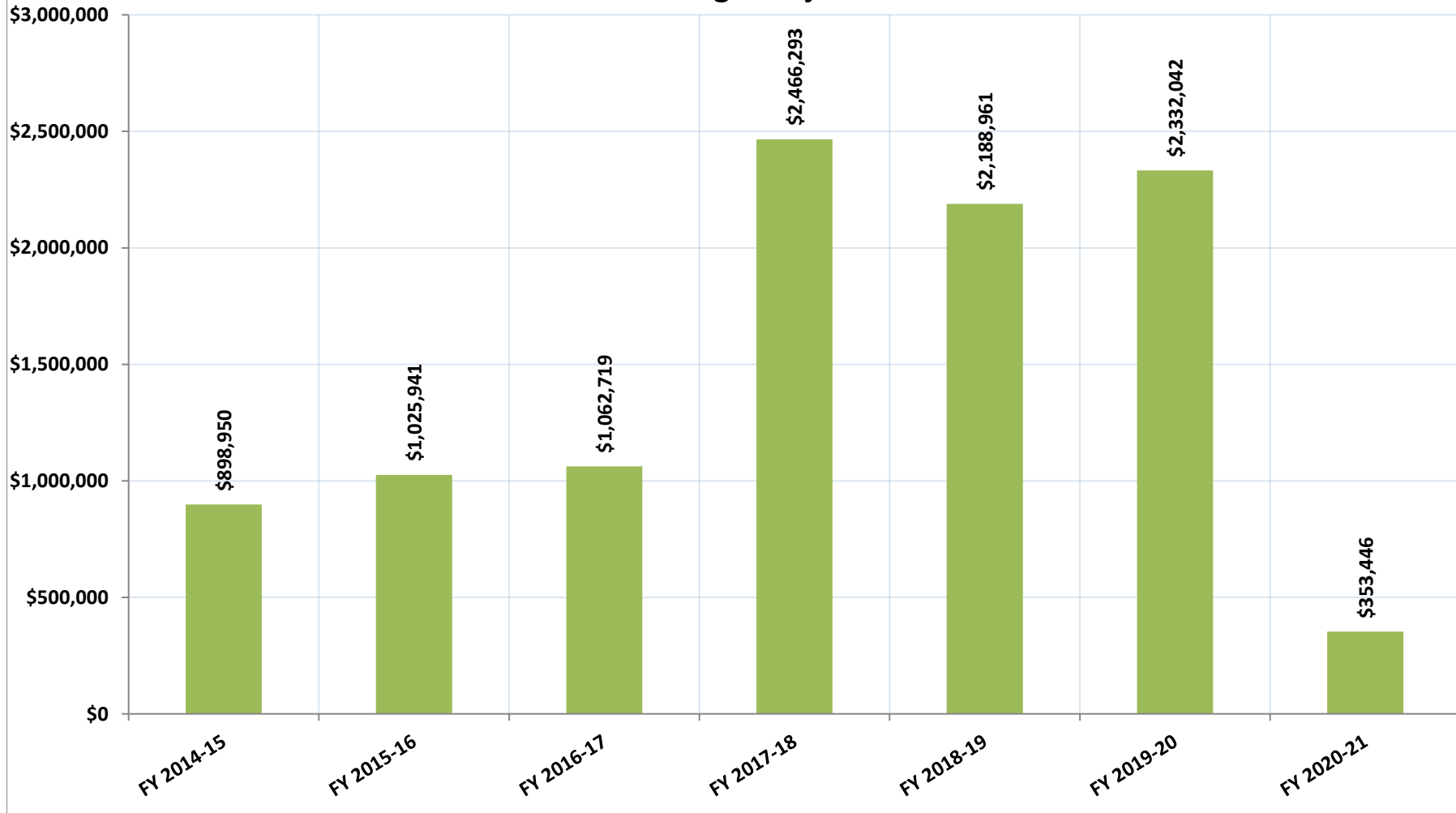
Fund **236 - Tri-Com**
 Department **85 - Dispatch Services**
 Division **86 - Operations**

Program 95 - Capital Outlay Totals	Invoice Transactions 17	<u>\$392,349.06</u>
Division 86 - Operations Totals	Invoice Transactions 84	<u>\$417,204.67</u>
Department 85 - Dispatch Services Totals	Invoice Transactions 98	<u>\$443,625.81</u>
Fund 236 - Tri-Com Totals	Invoice Transactions 98	<u>\$443,625.81</u>
Grand Totals	Invoice Transactions 98	<u>\$443,625.81</u>

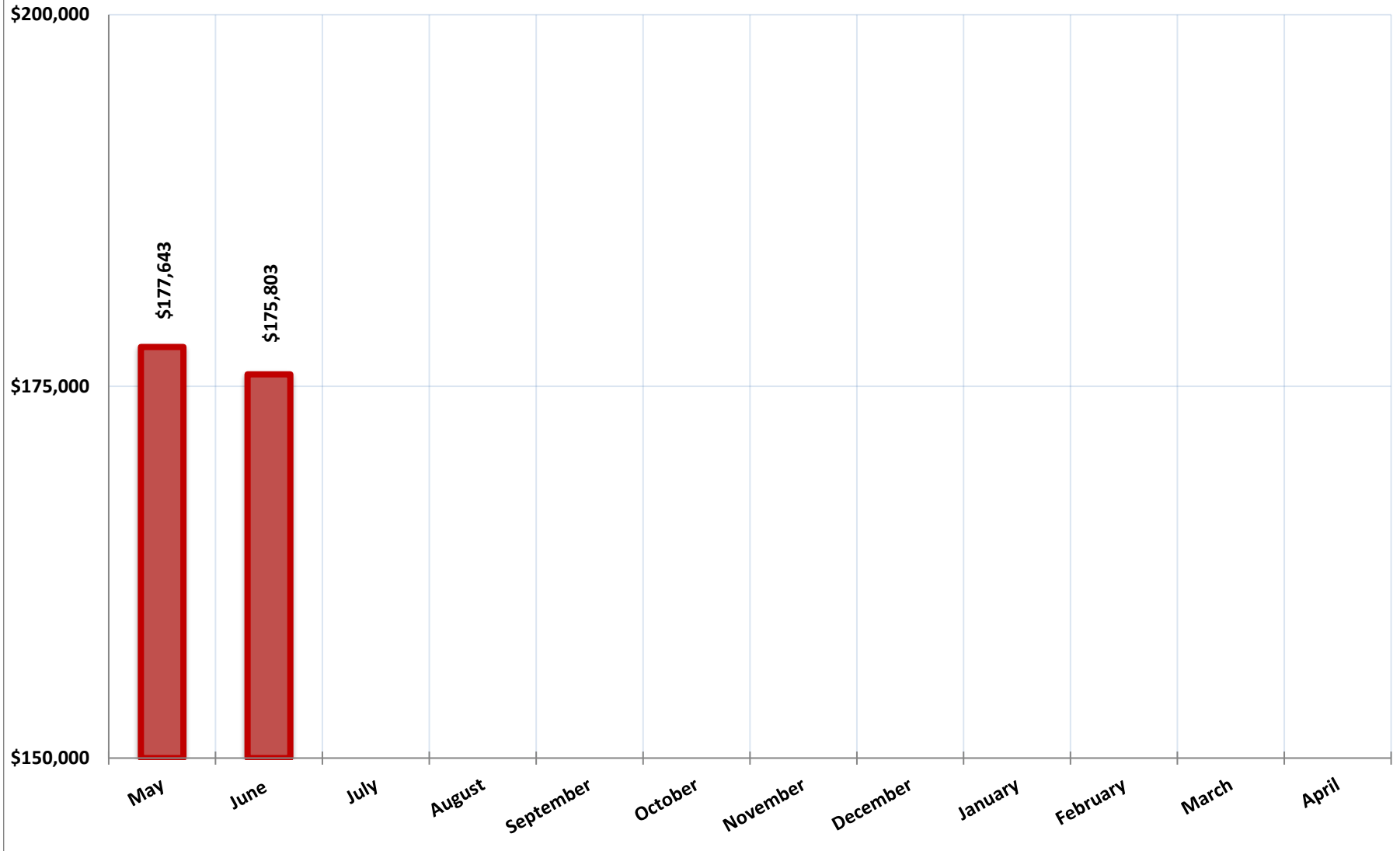
**Tri-Com Central Dispatch
Wireless 911 Revenue
Monthly Comparison for June
FY 2014-15 Through FY 2021-22**



**Tri-Com Central Dispatch
Wireless 911 Revenue
Annual Comparison
FY 2014-15 Through Projected FY 2021-22**



**Tri-Com Central Dispatch
Wireless 911 Revenue
Monthly Revenue
FY 2021-22**





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	July 31, 2021 Monthly Financial Reports		
Presenter & Title:	Shevon Sherod-Ramirez, Administrative Assistant		
Date:	September 22, 2021		
<i>Please Check Appropriate Box:</i>			
<input checked="" type="checkbox"/>	Regular Meeting	<input type="checkbox"/>	Special Meeting _____
<input type="checkbox"/>	Other -	<input type="checkbox"/>	
Estimated Cost: N/A		Budgeted?	YES
			NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
Financial reports for Tri-Com Central Dispatch for Fiscal Year 2022 through July 31, 2021 including Comments on the Financial Statements are presented.			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Comments on the Financial Statements • July 31, 2021 Financial Report • Investment Schedule at July 31, 2021 • Accounts Payable by G/L Distribution Report for July 2021 • Wireless 911 Revenue Graphs 			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff recommends acceptance of the July 2021 Financial Reports as presented.			



MEMO

Date: September 22, 2021

To: Tri-Com Board of Directors

From: Shevon Sherod-Ramirez, Administrative Assistant

Re: Financial Statement Analysis – July 31, 2021

We are currently 25% through the fiscal year.

Revenue Analysis:

As of the period ending July 31, 2021, \$1,008,415 has been received. This accounts for approximately 22% of the Fiscal Year 2022 revenue budget.

Wireless 911: Total receipts for the fiscal year are \$520,417 or 26% of the budget has been received. Due to Kane ETSB allocation coupled with the 100% increase in 911 fees paid by phone subscribers, the monthly fee averages \$173,472.

Dispatch Services: The second of four quarterly payments was billed in April. Two quarters have been billed and all members have paid on-time.

Other Revenues: Total receipts in June was \$1,233 in Other Revenues. This category consists of Interest Income, Reimbursed Expenditures, and Sale of Capital Assets.

Expenditure Analysis – General Fund:

As of July 31, expenditures totaled \$1,018,431 or 22% of the approved budget of \$4,568,500. Please see the attached Income Statement report for the detail by division. Personnel Services accounts for 80% of the total budget and is within the budgeted amounts.



Balance Sheet

Through 07/31/21
Detail Listing
Exclude Rollup Account

Account Description	Current YTD Balance
Fund Category Governmental Funds	
Fund Type Special Revenue Funds	
Fund 236 - Tri-Com	
ASSETS	
<i>Current Assets</i>	
Cash Fifth Third Bank Main	620,841.17
Money Market Fifth Third Securities	67,767.14
Money Market IPRIME	1,304,625.04
Certificates of Deposit	934,712.31
Prepaid Items Other	670.45
<i>Current Assets Totals</i>	\$2,928,616.11
<i>Current Receivables</i>	
Other Receivables Grants Receivable	(360.00)
Accrued Interest Receivable	1,051.70
<i>Current Receivables Totals</i>	\$691.70
<i>Intergovernmental Receivables</i>	
Intergovernmental Receivables 911 Fees	177,643.36
<i>Intergovernmental Receivables Totals</i>	\$177,643.36
ASSETS TOTALS	\$3,106,951.17
LIABILITIES AND FUND EQUITY	
LIABILITIES	
<i>Current Liabilities</i>	
Deferred Revenue State/Local Grants	22,597.33
Deferred Revenue Other	212,045.00
Compensated Absences Current	234,796.56
<i>Current Liabilities Totals</i>	\$469,438.89
LIABILITIES TOTALS	\$469,438.89
FUND EQUITY	
<i>Fund Balance</i>	
Fund Balance	2,647,753.33
<i>Fund Balance Totals</i>	2,647,753.33

Tri-Com Central Dispatch
Income Statement
For the period ending July 31, 2021

Account Description	Annual Budget Amount	MTD Actual	YTD Actual Amount	Budget Less YTD Actual	% of Budget
REVENUE					
<i>Intergovernmental Revenues</i>					
Wireless 911	2,000,000	166,971	520,417	1,479,583	26%
<i>Intergovernmental Revenues Totals</i>	2,000,000	166,971	520,417	1,479,583	26%
<i>Service Charges</i>					
Dispatch Services	1,958,890	0	489,727	1,469,163	25%
<i>Service Charges Totals</i>	1,958,890	0	489,727	1,469,163	25%
<i>Other Revenues</i>					
Interest Income	25,000	33	(4,969)	29,969	-20%
Reimbursed Expenditures	335,000	1,200	3,240	331,760	1%
<i>Other Revenues Totals</i>	360,000	1,233	(1,729)	361,729	(0%)
<i>Other Financing Sources</i>					
Reappropriation	249,610	0	0	249,610	0%
<i>Other Financing Sources Totals</i>	249,610	0	0	249,610	0%
REVENUE TOTALS	4,568,500	168,204	1,008,415	3,560,085	22%
EXPENSE					
<i>Administration</i>					
Personnel Services	599,981	67,113	138,889	461,092	23%
Contractual Services	113,695	4,344	25,696	87,999	23%
Commodities	24,695	210	641	24,054	3%
Total	738,371	71,667	165,225	573,146	22%
<i>Operations</i>					
Personnel Services	2,387,219	253,581	527,900	1,859,319	22%
Contractual Services	338,885	9,645	14,172	324,713	4%
Commodities	462,880	42,888	75,854	387,026	16%
Other Expenditures	1,750	25	25	1,725	0%
Total	3,190,734	306,140	617,952	2,572,782	19%

Tri-Com Central Dispatch
Income Statement
For the period ending July 31, 2021

Account Description	Annual Budget Amount	MTD Actual	YTD Actual Amount	Budget Less YTD Actual	% of Budget
Debt Service					
Principal	211,015	0	44,292	166,723	21%
Debt Service	57,980	0	15,708	42,272	27%
Total	268,995	0	60,000	208,995	22%
Capital Expenditures					
Capital Outlay	370,400	177,836	175,255	195,145	4636%
Total	370,400	177,836	175,255	195,145	47%
EXPENSE TOTALS	4,568,500	555,644	1,018,431	3,550,069	22%
Fund 100 - General Fund Totals					
REVENUE TOTALS	4,568,500	168,204	1,008,415	3,560,085	22%
EXPENSE TOTALS	4,568,500	555,644	1,018,431	3,550,069	22%
Fund 100 - General Fund Net Gain (Loss)	0	(387,440)	(10,016)	(10,016)	0%

City of Geneva
Investments - Tri-Com
July 31, 2021

Purchase Date	CUSIP	Maturity Date	Description	Rate/ Yield	Cost	Fair Value/Market	Par Value/Face
<u>Certificates of Deposit</u>							
10/3/2019	45023	10/4/2021	CD - Morgan Stanley Bank	1.850%	247,000.00	247,817.32	247,000.00
2/1/2021	288016-1	8/15/2022	CD - CIBC Bank USA	0.250%	249,400.00	249,400.00	249,979.60
2/5/2020	38149MPK3	2/7/2022	CD - Golman Sachs	1.650%	250,000.00	252,050.00	250,000.00
5/4/2021	61690UNY2	11/21/2022	CD - Morgan Stanley	1.850%	188,312.31	186,018.56	186,577.81
					\$ 934,712.31	\$ 935,285.88	\$ 933,557.41
<u>U.S. Treasury</u>							
					\$ -	\$ -	\$ -
<u>U.S. Agencies</u>							
					\$ -	\$ -	\$ -
					\$ 934,712.31	\$ 935,285.88	\$ 933,557.41



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 07/01/21 - 07/31/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Account 200.15 - Accounts Payable Retainage											
5032 - REEF CONTRACTORS INC	4-52721	Tri-Com Basement Seepage Project	Paid by EFT # 19681		05/27/2021	07/06/2021	07/08/2021	06/09/2021	07/08/2021	61,390.85	
								Account 200.15 - Accounts Payable Retainage Totals		Invoice Transactions 1	<u>\$61,390.85</u>
Department 85 - Dispatch Services											
Division 41 - Administration											
Program 00 - General											
Account 543 - Legal Service											
1013 - CLARK BAIRD SMITH LLP	14073	Legal Services	Paid by Check # 158227		05/31/2021	07/06/2021	07/08/2021	06/15/2021	07/08/2021	4,165.00	
								Account 543 - Legal Service Totals		Invoice Transactions 1	<u>\$4,165.00</u>
Account 562 - Telephone											
1233 - VERIZON WIRELESS	9882438267a	Wireless Phone - June 2021	Paid by EFT # 19759		06/21/2021	07/19/2021	06/25/2021	07/14/2021	06/25/2021	58.72	
								Account 562 - Telephone Totals		Invoice Transactions 1	<u>\$58.72</u>
Account 572 - Travel & Meals											
4871 - JOSEPH SCHELSTREET	SCHE070621	Reimbursement - Mileage & Supplies	Paid by EFT # 19821		07/06/2021	07/19/2021	07/21/2021	07/06/2021	07/21/2021	69.44	
								Account 572 - Travel & Meals Totals		Invoice Transactions 1	<u>\$69.44</u>
Account 595.05 - Rentals Copier											
1169 - GORDON FLESCH CO INC	IN13366948	Copier Maintenance - 06/21	Paid by EFT # 19662		06/21/2021	07/06/2021	07/08/2021	06/25/2021	07/08/2021	179.00	
								Account 595.05 - Rentals Copier Totals		Invoice Transactions 1	<u>\$179.00</u>
Account 631.05 - Clothing Allowance											
1197 - LANDS END BUSINESS OUTFITTERS	SIN9277886	Uniform Order	Paid by EFT # 19806		06/18/2021	07/19/2021	07/21/2021	07/01/2021	07/21/2021	140.85	
								Account 631.05 - Clothing Allowance Totals		Invoice Transactions 1	<u>\$140.85</u>
								Program 00 - General Totals		Invoice Transactions 5	<u>\$4,613.01</u>
								Division 41 - Administration Totals		Invoice Transactions 5	<u>\$4,613.01</u>
Division 86 - Operations											
Program 00 - General											
Account 531.05 - Maintenance Service Building											
1597 - AMAZON	19K4-HK9N-XM6M	Console Project & Office Supplies	Paid by EFT # 19629		06/01/2021	07/06/2021	07/08/2021	06/01/2021	07/08/2021	28.54	
4044 - GOOD CALL PLUMBING	14726	Repair Leak	Paid by EFT # 19795		07/02/2021	07/19/2021	07/21/2021	07/06/2021	07/21/2021	190.00	
1252 - LOWE'S	911053	Hose & Supplies	Paid by Check # 158335		06/10/2021	07/19/2021	07/21/2021	07/09/2021	07/21/2021	79.26	
1531 - SKIRMONT MECHANICAL CONTRACTORS INC	210294	Sump Pump Maintenance	Paid by Check # 158348		06/30/2021	07/19/2021	07/21/2021	07/06/2021	07/21/2021	680.00	
2021 - TEE JAY SERVICE COMPANY INC	179672	Door Repair	Paid by EFT # 19826		07/06/2021	07/19/2021	07/21/2021	07/06/2021	07/21/2021	511.00	



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 07/01/21 - 07/31/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 00 - General											
Account 531.05 - Maintenance Service Building											
1505 - VALLEY FIRE PROTECTION	175728	Backflow Test	Paid by EFT # 19834		06/29/2021	07/19/2021	07/21/2021	07/06/2021	07/21/2021	141.95	
4362 - WEATHERGUARD ROOFING COMPANY	8473	Roof Maintenance	Paid by Check # 158354		07/01/2021	07/19/2021	07/21/2021	07/01/2021	07/21/2021	300.00	
									Account 531.05 - Maintenance Service Building Totals	Invoice Transactions 7	\$1,930.75
Account 531.35 - Maintenance Service Landscape											
3488 - C & C MULCH AND MORE	Tricom061721	Landscape Material	Paid by Check # 158224		06/17/2021	07/06/2021	07/08/2021	06/17/2021	07/08/2021	730.00	
									Account 531.35 - Maintenance Service Landscape Totals	Invoice Transactions 1	\$730.00
Account 531.40 - Maintenance Service Computer Software											
5000 - ELEMENTOR PRO	61921	Intranet Software	Paid by EFT # 19758		06/19/2021	07/19/2021	07/21/2021	06/30/2021	07/23/2021	49.00	
3153 - SENDGRID	INV07982655	Email Relay Service	Paid by EFT # 19751		06/01/2021	07/19/2021	07/21/2021	06/30/2021	07/23/2021	29.95	
4488 - ESO SOLUTIONS INC	ESO-57454	FireHouse Software Support	Paid by Check # 158309		07/02/2021	07/19/2021	07/21/2021	07/09/2021	07/21/2021	259.92	
3615 - SHI INTERNATIONAL CORP	B13667753	NetMotion Maintenance	Paid by EFT # 19822		06/23/2021	07/19/2021	07/21/2021	07/06/2021	07/21/2021	4,287.00	
									Account 531.40 - Maintenance Service Computer Software Totals	Invoice Transactions 4	\$4,625.87
Account 544 - Medical Service											
1076 - TYLER MEDICAL SERVICES	427942	Pre-Employment Drug Screen & Physical	Paid by EFT # 19828		06/29/2021	07/19/2021	07/21/2021	07/06/2021	07/21/2021	134.00	
									Account 544 - Medical Service Totals	Invoice Transactions 1	\$134.00
Account 546 - Janitorial Service											
3346 - CITYWIDE BUILDING MAINTENANCE	39908	Cleaning Services - July 2021	Paid by Check # 158296		07/01/2021	07/19/2021	07/21/2021	07/07/2021	07/21/2021	1,465.55	
									Account 546 - Janitorial Service Totals	Invoice Transactions 1	\$1,465.55
Account 559 - Other Professional Services											
3277 - FASTSPRING TYPING MASTER	TYP2106241017691	Applicant Testing	Paid by EFT # 19754		06/24/2021	07/19/2021	07/21/2021	06/30/2021	07/23/2021	49.00	
2166 - CONRAD POLYGRAPH INC	4455	Pre-Employment Polygraph	Paid by EFT # 19780		07/01/2021	07/19/2021	07/21/2021	07/01/2021	07/21/2021	130.00	
									Account 559 - Other Professional Services Totals	Invoice Transactions 2	\$179.00
Account 562 - Telephone											
1004 - CALL ONE	414157	Phone Service	Paid by Check # 158225		06/15/2021	07/06/2021	07/08/2021	06/21/2021	07/08/2021	12,487.38	
									Account 562 - Telephone Totals	Invoice Transactions 1	\$12,487.38



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 07/01/21 - 07/31/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 00 - General											
Account 565 - Internet											
4227 - TECHNOLOGY MANAGEMENT REV FUND	T2128050	LEADS & Internet Service	Paid by Check # 158265		06/14/2021	07/06/2021	07/08/2021	06/28/2021	07/08/2021	1,027.71	
								Account 565 - Internet Totals		Invoice Transactions 1	\$1,027.71
Account 573 - Training & Professional Development											
1605 - APCO INTERNATIONAL	799351	PST Recertification	Paid by EFT # 19723		06/01/2021	07/19/2021	07/21/2021	06/30/2021	07/23/2021	30.00	
								Account 573 - Training & Professional Development Totals		Invoice Transactions 1	\$30.00
Account 581.05 - Utilities Electric											
1005 - CITY OF ST CHARLES	Tricom061521	Utilities - Electric & Sewer	Paid by Check # 158226		06/15/2021	07/06/2021	07/08/2021	06/15/2021	07/08/2021	2,476.15	
								Account 581.05 - Utilities Electric Totals		Invoice Transactions 1	\$2,476.15
Account 581.10 - Utilities Natural Gas											
1373 - NICOR GAS 0632	8152828017/0621	Gas Services - 1850 South St	Paid by Check # 158253		06/22/2021	07/06/2021	07/08/2021	06/28/2021	07/08/2021	44.08	
1373 - NICOR GAS 0632	9796006059/0621	Gas Services - 75 Railroad	Paid by Check # 158253		06/18/2021	07/06/2021	07/08/2021	06/23/2021	07/08/2021	3.19	
1373 - NICOR GAS 0632	9305123193/0621	Gas Services - 3823 Karl Madsen	Paid by Check # 158340		06/25/2021	07/19/2021	07/21/2021	06/29/2021	07/21/2021	165.66	
								Account 581.10 - Utilities Natural Gas Totals		Invoice Transactions 3	\$212.93
Account 581.20 - Utilities Water/Sewer											
1005 - CITY OF ST CHARLES	Tricom061521	Utilities - Electric & Sewer	Paid by Check # 158226		06/15/2021	07/06/2021	07/08/2021	06/15/2021	07/08/2021	58.79	
								Account 581.20 - Utilities Water/Sewer Totals		Invoice Transactions 1	\$58.79
Account 581.25 - Utilities Cable/Dish											
4135 - DIRECTV	014880277X210626	Satellite TV Service - 06/21	Paid by Check # 158306		06/26/2021	07/19/2021	07/21/2021	07/06/2021	07/21/2021	88.24	
								Account 581.25 - Utilities Cable/Dish Totals		Invoice Transactions 1	\$88.24
Account 595.95 - Rentals Miscellaneous											
4227 - TECHNOLOGY MANAGEMENT REV FUND	T2128050	LEADS & Internet Service	Paid by Check # 158265		06/14/2021	07/06/2021	07/08/2021	06/28/2021	07/08/2021	580.00	
								Account 595.95 - Rentals Miscellaneous Totals		Invoice Transactions 1	\$580.00
Account 621 - Office Supplies											
1597 - AMAZON	19K4-HK9N-XM6M	Console Project & Office Supplies	Paid by EFT # 19629		06/01/2021	07/06/2021	07/08/2021	06/01/2021	07/08/2021	26.55	
1597 - AMAZON	1R3P-3YC6-1RY6	Sound Bar & Misc Items	Paid by EFT # 19768		07/01/2021	07/19/2021	07/21/2021	07/01/2021	07/21/2021	43.98	
1031 - OFFICE DEPOT	178268370-001	Copy Paper	Paid by EFT # 19752		06/10/2021	07/19/2021	07/21/2021	06/30/2021	07/23/2021	63.02	



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 07/01/21 - 07/31/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 00 - General											
Account 621 - Office Supplies											
1031 - OFFICE DEPOT	178246237-001	Toner Cartridge	Paid by EFT # 19753		06/22/2021	07/19/2021	07/21/2021	06/30/2021	07/23/2021	141.39	
									Account 621 - Office Supplies Totals	Invoice Transactions 4	\$274.94
Account 623 - Office Furniture											
5153 - SEATWORKS LLC	HA165311-1DEMO	Dispatch Chair	Paid by Check # 158262		06/08/2021	07/06/2021	07/08/2021	06/18/2021	07/08/2021	2,124.91	
4694 - LAACKE & JOYS CO	110367	Dispatch Chair	Paid by Check # 158246		06/22/2021	07/06/2021	07/08/2021	06/24/2021	07/08/2021	1,799.00	
									Account 623 - Office Furniture Totals	Invoice Transactions 2	\$3,923.91
Account 624.95 - Operating Supplies Other Operating Supplies											
1597 - AMAZON	19K4-HK9N-XM6M	Console Project & Office Supplies	Paid by EFT # 19629		06/01/2021	07/06/2021	07/08/2021	06/01/2021	07/08/2021	19.99	
1597 - AMAZON	1R3P-3YC6-1RY6	Sound Bar & Misc Items	Paid by EFT # 19768		07/01/2021	07/19/2021	07/21/2021	07/01/2021	07/21/2021	65.29	
3994 - CENTURY SPRINGS	2699755	Water Service	Paid by Check # 158295		06/04/2021	07/19/2021	07/21/2021	07/01/2021	07/21/2021	75.90	
3994 - CENTURY SPRINGS	2706024	Water Service	Paid by Check # 158295		06/18/2021	07/19/2021	07/21/2021	07/01/2021	07/21/2021	90.48	
3994 - CENTURY SPRINGS	2713306	Water Service	Paid by Check # 158295		06/30/2021	07/19/2021	07/21/2021	07/01/2021	07/21/2021	28.50	
4871 - JOSEPH SCHELSTREET	SCHE070621	Reimbursement - Mileage & Supplies	Paid by EFT # 19821		07/06/2021	07/19/2021	07/21/2021	07/06/2021	07/21/2021	81.44	
5163 - FLAG & BANNER.COM	186943	Telecommunicator Flag	Paid by EFT # 19757		05/24/2021	07/19/2021	07/21/2021	06/30/2021	07/23/2021	79.39	
									Account 624.95 - Operating Supplies Other Operating Supplies Totals	Invoice Transactions 7	\$440.99
Account 626 - Janitorial Supplies											
1597 - AMAZON	19K4-HK9N-XM6M	Console Project & Office Supplies	Paid by EFT # 19629		06/01/2021	07/06/2021	07/08/2021	06/01/2021	07/08/2021	48.47	
1597 - AMAZON	1R3P-3YC6-1RY6	Sound Bar & Misc Items	Paid by EFT # 19768		07/01/2021	07/19/2021	07/21/2021	07/01/2021	07/21/2021	34.50	
4871 - JOSEPH SCHELSTREET	SCHE070621	Reimbursement - Mileage & Supplies	Paid by EFT # 19821		07/06/2021	07/19/2021	07/21/2021	07/06/2021	07/21/2021	56.27	
									Account 626 - Janitorial Supplies Totals	Invoice Transactions 3	\$139.24
Account 631.05 - Clothing Allowance											
1197 - LANDS END BUSINESS OUTFITTERS	SIN9256780	Uniform Order	Paid by EFT # 19667		06/09/2021	07/06/2021	07/08/2021	06/16/2021	07/08/2021	39.95	
1197 - LANDS END BUSINESS OUTFITTERS	SIN9277886	Uniform Order	Paid by EFT # 19806		06/18/2021	07/19/2021	07/21/2021	07/01/2021	07/21/2021	557.37	
									Account 631.05 - Clothing Allowance Totals	Invoice Transactions 2	\$597.32



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 07/01/21 - 07/31/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 00 - General											
Account 663 - Computer Software											
5161 - NOTEPAGE INC	6787-BEJXE-929	Pager Software	Paid by EFT # 19755		06/15/2021	07/19/2021	07/21/2021	06/30/2021	07/23/2021	300.00	
5158 - DESIGNPD LLC	INV-2923	Training Software	Paid by Check # 158304		05/31/2021	07/19/2021	07/21/2021	06/29/2021	07/21/2021	4,997.00	
3068 - TRANSUNION RISK AND ALTERNATIVE	5872631-202106-1	TLO Subscription - 06/21	Paid by Check # 158350		07/01/2021	07/19/2021	07/21/2021	07/06/2021	07/21/2021	125.00	
								Account 663 - Computer Software Totals		Invoice Transactions 3	\$5,422.00
Account 820 - Machinery & Equipment											
1774 - MOTOROLA SOLUTIONS INC	8281189426	StarCom Radio Batteries	Paid by Check # 158251		06/14/2021	07/06/2021	07/08/2021	06/16/2021	07/08/2021	426.32	
1774 - MOTOROLA SOLUTIONS INC	8281190174	StarCom Radio Chargers	Paid by Check # 158251		06/15/2021	07/06/2021	07/08/2021	06/16/2021	07/08/2021	409.53	
								Account 820 - Machinery & Equipment Totals		Invoice Transactions 2	\$835.85
Account 917 - Employee Awards											
5162 - COMMON CENTS EMS SUPPLY	CJ06022128673	Employee Recognition Pins	Paid by EFT # 19756		06/02/2021	07/19/2021	07/21/2021	06/30/2021	07/23/2021	24.95	
								Account 917 - Employee Awards Totals		Invoice Transactions 1	\$24.95
								Program 00 - General Totals		Invoice Transactions 50	\$37,685.57
Program 95 - Capital Outlay											
Account 810 - Buildings & Improvements											
2312 - DIXON ENGINEERING INC	21-8093	10th Street Water Tower Project	Paid by EFT # 19649		06/11/2021	07/06/2021	07/08/2021	06/11/2021	07/08/2021	750.00	
4980 - FGM ARCHITECTS	21-3067.02-1	10th Street Water Tower Project	Paid by EFT # 19654		06/14/2021	07/06/2021	07/08/2021	06/18/2021	07/08/2021	2,275.00	
5135 - KELLENBERGER ELECTRIC INC	2253-01	Console Project - Electrical	Paid by Check # 158244		04/29/2021	07/06/2021	04/30/2021	05/12/2021	07/08/2021	71,991.00	
5032 - REEF CONTRACTORS INC	1-52721	TriCom Central Dispatch Water Tower	Paid by EFT # 19681		05/27/2021	07/06/2021	07/08/2021	06/17/2021	07/08/2021	49,995.00	
5032 - REEF CONTRACTORS INC	2-61521	TriCom Central Dispatch Water Tower	Paid by EFT # 19681		06/15/2021	07/06/2021	07/08/2021	06/17/2021	07/08/2021	54,630.00	
5032 - REEF CONTRACTORS INC	4-52721	Tri-Com Basement Seepage Project	Paid by EFT # 19681		05/27/2021	07/06/2021	07/08/2021	06/09/2021	07/08/2021	56,421.15	
1001 - AT&T	212016	Engineering Downpayment - 10th St Tower	Paid by Check # 158282		07/14/2021	07/15/2021	07/15/2021	07/15/2021	07/15/2021	500.00	
								Account 810 - Buildings & Improvements Totals		Invoice Transactions 7	\$236,562.15
Account 820 - Machinery & Equipment											
1124 - CHICAGO COMMUNICATIONS, LLC	327423	Console Project - Data Package	Paid by EFT # 19642		06/10/2021	07/06/2021	07/08/2021	06/15/2021	07/08/2021	1,380.00	

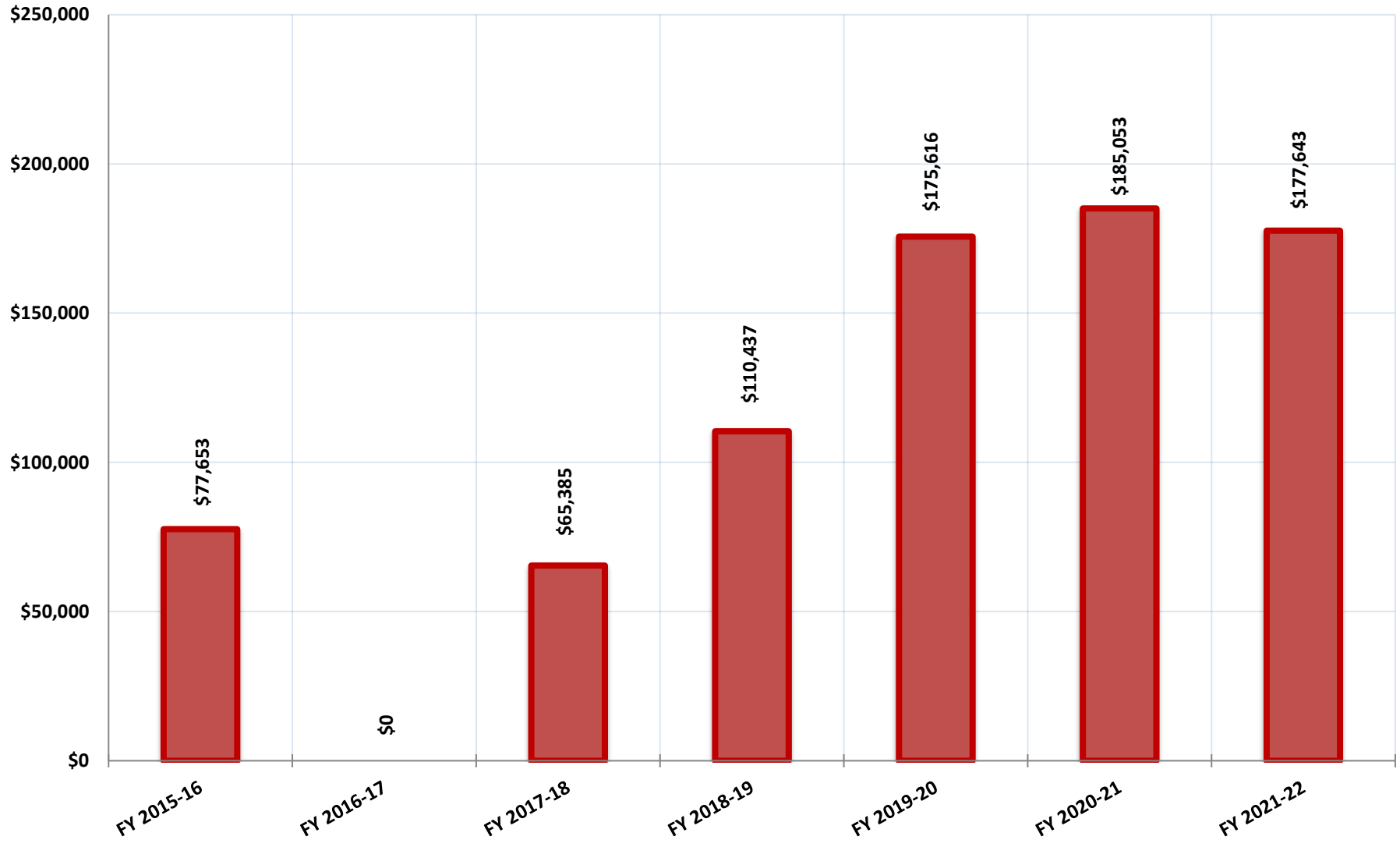


Accounts Payable by G/L Distribution Report

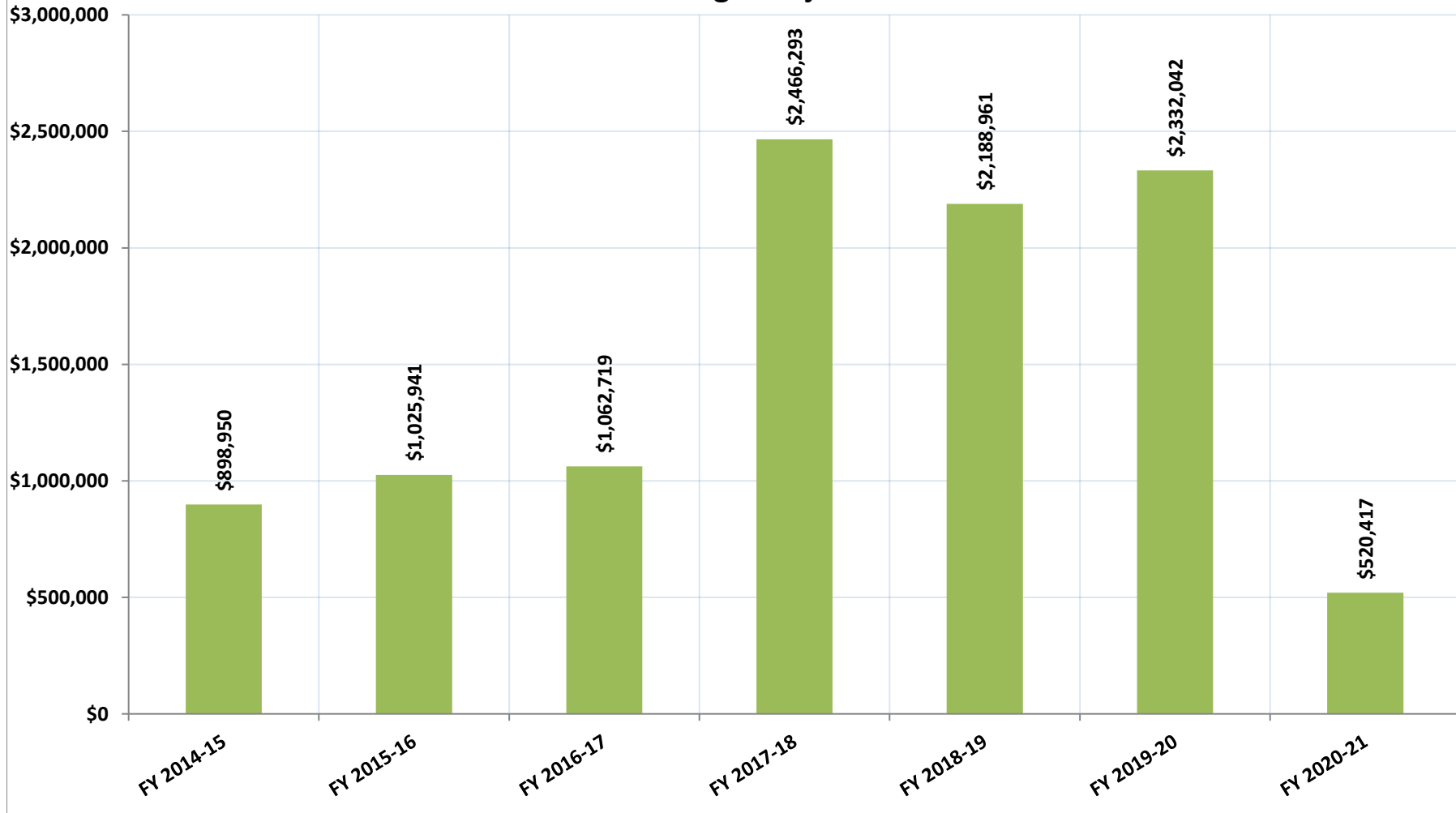
Invoice Due Date Range 07/01/21 - 07/31/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 95 - Capital Outlay											
Account 820 - Machinery & Equipment											
1774 - MOTOROLA SOLUTIONS INC	8281192683	APX6000 Radios	Paid by Check # 158251		06/17/2021	07/06/2021	07/08/2021	06/23/2021	07/08/2021	10,062.16	
									Account 820 - Machinery & Equipment Totals	Invoice Transactions 2	<u>\$11,442.16</u>
Account 835 - Computer Equipment											
1597 - AMAZON	19K4-HK9N-XM6M	Console Project & Office Supplies	Paid by EFT # 19629		06/01/2021	07/06/2021	07/08/2021	06/01/2021	07/08/2021	588.32	
1597 - AMAZON	1R3P-3YC6-1RY6	Sound Bar & Misc Items	Paid by EFT # 19768		07/01/2021	07/19/2021	07/21/2021	07/01/2021	07/21/2021	210.00	
3615 - SHI INTERNATIONAL CORP	B13658783	Radio Management - Router	Paid by EFT # 19822		06/22/2021	07/19/2021	07/21/2021	07/06/2021	07/21/2021	189.00	
									Account 835 - Computer Equipment Totals	Invoice Transactions 3	<u>\$987.32</u>
									Program 95 - Capital Outlay Totals	Invoice Transactions 12	<u>\$248,991.63</u>
									Division 86 - Operations Totals	Invoice Transactions 62	<u>\$286,677.20</u>
									Department 85 - Dispatch Services Totals	Invoice Transactions 67	<u>\$291,290.21</u>
									Fund 236 - Tri-Com Totals	Invoice Transactions 68	<u>\$352,681.06</u>
									Grand Totals	Invoice Transactions 68	<u>\$352,681.06</u>

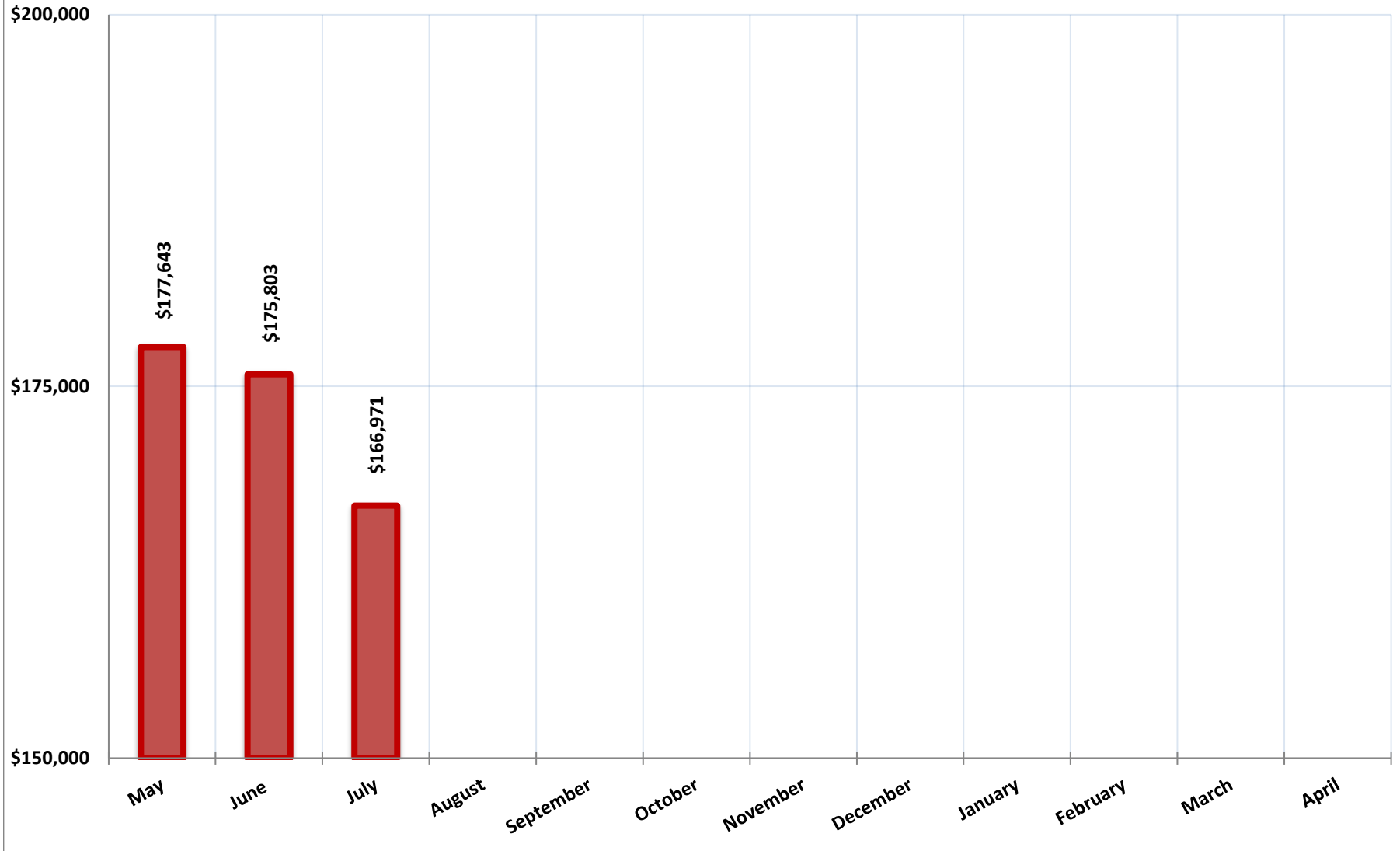
**Tri-Com Central Dispatch
Wireless 911 Revenue
Monthly Comparison for July
FY 2014-15 Through FY 2021-22**



**Tri-Com Central Dispatch
Wireless 911 Revenue
Annual Comparison
FY 2014-15 Through Projected FY 2021-22**



**Tri-Com Central Dispatch
Wireless 911 Revenue
Monthly Revenue
FY 2021-22**





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approval of the Collective Bargaining Agreement with MAP Local #531		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	September 22, 2021		
<i>Please Check Appropriate Box:</i>			
<input type="checkbox"/>	Regular Meeting	x	Special Meeting _____
<input type="checkbox"/>	Other -		
Estimated Cost: \$100,000		Budgeted?	YES X NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
<p>During our bargaining session on July 23, we were able to reach a tentative agreement on a new collective bargaining agreement (CBA). Since that time, we have been completing language clean up and clarifying terms. The Union advised that they had ratified the agreement 16-0 (two members did not vote) on September 16. During four bargaining sessions, we believe that we reached agreement while accomplishing our established goals of becoming more competitive in the local market for wages while controlling costs for PTO.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
Proposed CBA with MAP Local #531			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff requests approval of the proposed Collective Bargaining Agreement with MAP Local #531			

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**METROPOLITAN ALLIANCE OF POLICE,
TRI-COM CENTRAL DISPATCH CHAPTER #531**

AND

TRI-COM CENTRAL DISPATCH CENTER

MAY 1, 2021 - APRIL 30, 2024

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PREAMBLE

This Agreement is made and entered into by and between the Tri-Com Central Dispatch (hereinafter referred to as “Tri-Com”) and the Metropolitan Alliance of Police, Tri-Com Central Dispatch Chapter #531 (hereinafter collectively referred to as the “Union”).

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of Tri-Com; to encourage and improve efficiency and productivity; to maintain the highest standards of personal and professional integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I **RECOGNITION**

Section 1.01 Recognition.

Tri-Com recognizes the Union as the sole and exclusive bargaining representative with respect to all matters relating to wages, hours and other terms and conditions of employment as certified on June 23, 2009, pursuant to Illinois Labor Relations Board case number S-RC-09-137 for all full-time and probationary employees of Tri-Com Central Dispatch in the following titles or positions: Telecommunicator; CAD System Administrator; and Shift Supervisor, and excluding all other employees of Tri-Com Central Dispatch.

All persons covered by this Agreement, as certified by the Illinois State Labor Relations Board, shall herein after be referred to as “employees”, “employee”, “members”, "member" or “bargaining unit.”

Section 1.02 Union’s Exclusive Bargaining Rights.

Unless otherwise specifically provided herein, Tri-Com agrees not to negotiate over any mandatory subject of bargaining with any employee individually, any group of employees, or employees’ organization other than the Union provided, however, that nothing in this Section shall limit Tri-Com’s authority to negotiate with employees who are not covered by this Agreement.

Section 1.03 Definitions.

For purposes of calculating the hourly rate of pay under this Agreement, a full-time “employee” shall be defined as a bargaining unit employee who is regularly scheduled to work eighty (80) hours per two-week pay period.

Section 1.04 Gender of Words.

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 1.05 Chapter Officers.

For purpose of this Agreement, the term “Chapter Officers” shall refer to the Tri-Com employees who are the Chapter’s duly elected president, vice-president and stewards.

**ARTICLE II
NONDISCRIMINATION**

Neither Tri-Com nor the Union shall discriminate against employees because of membership or non-membership in the Union; because of participation or nonparticipation in Union activities, because of their race, sex, sexual orientation, national origin, religion, physical or mental disability, the perception of mental disability, age, marital status, veteran status, political affiliation or any other basis prohibited by applicable federal, state or local fair employment laws or regulations. Any claimed violation of this provision may be grieved through step two of the grievance procedure. The claimed violation is not be subject to arbitration but shall instead be subject to the enforcement in the applicable court, administrative agency, or other legal body. It is not a prerequisite for such legal action that a grievance be filed by the employee or employees.

**ARTICLE III
MANAGEMENT RIGHTS**

It is understood and agreed that Tri-Com possesses the sole right and authority to operate and direct the employees of Tri-Com and its various departments in all respects, including, but not limited to, all rights and authority exercised by Tri-Com prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, organization, operation, and budget of Tri-Com and to plan, direct, and control all Tri-Com operations, and set policies, goals, objectives, and all standards of service offered to the public by Tri-Com; to plan, schedule, direct, control and determine all the operations and services of Tri-Com; to determine the places, means, methods and number of personnel needed to carry out Tri-Com’s mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are to be provided by employees covered by this Agreement or by other employees or nonemployees not covered by this Agreement; to move, close or liquidate its operations in whole or in part; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge employees; to change or eliminate existing methods, equipment or facilities; to lay off employees;

to contract out for goods and services; and to evaluate performance and productivity and establish awards or sanctions for various levels of performance; to authorize promotions of employees and determine promotional procedures; to educate and train employees; and to take any and all actions that may be necessary to carry out the mission of the Employer declared by the Tri-Com Board of Directors or the Executive Director, provided that no right enumerated herein shall be exercised or enforced in a manner contrary or inconsistent with the provisions of this Agreement.

In the event of a civil emergency, which may include but is not limited to riots, civil disorders, tornado conditions, floods, or other emergencies as may be declared by the Tri-Com Board, the Director or their designees, Tri-Com may take any and all actions as may be necessary to carry out the mission of Tri-Com, which actions may include the suspension of the provisions of this Agreement regarding shift time, callback procedures, scheduling and leave time, provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing rights and powers by Tri-Com, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement. The exercise by Tri-Com of, or its waiver of, or its failure to exercise its full rights on any matter or occasion shall not be binding on Tri-Com and shall not be the subject or basis of any grievance.

ARTICLE IV

DUES CHECKOFF AND UNION RIGHTS

Section 4.01 M.A.P. President.

Although generally, Union business shall not be conducted during working time, the M.A.P. Chapter #531 President, and/or his one designee, shall be allowed a reasonable period of time to devote to official business of the Union, such time off from normal duties to be obtained with the prior approval of the Director of Tri-Com or designee, subject to the operational and scheduling needs of Tri-Com, which approval shall not be unreasonably withheld, and such time shall be compensated by Tri-Com, however overtime shall not be paid to conduct union business.

Section 4.02 Dues Checkoff.

Upon receipt of proper written authorization from a Member, the Employer shall deduct each month's Union dues in the amount certified by the Union from the pay of all members covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

Section 4.03 Bulletin Board and File Cabinet.

Tri-Com shall provide the Union with a bulletin board, which shall be no larger than 24 inches by 30 inches, in a designated location which is accessible to bargaining unit members, upon which the Union may post notices. The items posted shall not be political, partisan or defamatory in

nature. The Union will limit the posting of Union notices to such bulletin board. Notices posted in violation of this section shall be removed by Tri-Com.

Space permitting, Tri-Com shall allow the Chapter to maintain a locking file cabinet on Tri-Com premises for the Chapter's exclusive use, provided that Tri-Com shall have the right to require the Chapter to open the file cabinet for inspection so that Tri-Com can verify that it contains only papers, tapes and other records pertaining to Chapter business.

Section 4.04 Access to Premises by Union Representatives.

Non-employee Union representatives may have access to Tri-Com property in order to help resolve a dispute or problem. In order to receive access, the Union representatives must provide reasonable advance notice to the Director or his designee and make reasonable arrangements to minimize any disruption of the work of employees or non-bargaining unit employees on duty. The representative may visit with employees during their non-work time if such visit does not unduly disturb the work of any employees or non-bargaining unit employees who may otherwise be working.

Section 4.05 Union Representatives.

A written list of the Chapter Officers and MAP Representatives shall be furnished to Tri-Com. The Chapter will notify Tri-Com promptly of any changes. If requested by an employee, a Union Representative or Union attorney shall represent a bargaining unit member in any grievance, provided that the Union shall provide Tri-Com with three (3) days advanced written notice in the event a Union attorney will be present.

Section 4.06 Labor-Management Committee.

The Union and Tri-Com agree that, in the interest of efficient management and harmonious employee relations, regular meetings be held. Meetings will be held six times a year, every other month beginning in January on the second Wednesday of the month. Changes to the dates and frequency of the meetings may be mutually agreed upon. Meeting minutes for the previous meeting and the agenda for the next meeting will be provided by management at least a week before the meeting. Such meetings, locations, and times, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) giving representatives an opportunity to express their views;
- (d) safety issues; and
- (e) notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees.
- (f) Any other topic mutually agreed upon in advance of the meeting.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of adding to or altering any of the terms of this Agreement be carried on at such meetings. Such meetings are intended to improve communications and are advisory only.

Meetings will include radio coverage time for up to two union board members, as needed. Other members of the union may attend to observe only, voluntarily and without pay. In the event an employee's attendance is requested by management, they will be compensated for their time, if not already scheduled.

Section 4.07 Minutes of Tri-Com Operating Board.

Upon request, Tri-Com shall supply the Chapter President with a non-redacted copy of the minutes of the Operating Board with any attachments, within five business days after the minutes are approved. The minutes provided to the Chapter President shall not include minutes from any closed meetings, as that term is defined in the Open Meetings Act, 5 ILCS 120/1 *et seq.*

Section 4.08 Bargaining Unit Work.

For the duration of this agreement, and on a non-precedential basis, Tri-Com agrees not to subcontract any bargaining unit work, including the use of part-time Telecommunicators unless the part time Telecommunicator was a recent full-time Tri-Com Employee, trained in all 3 disciplines and off of probation.

Should Tri-Com face a staffing crisis because of employee turnover, Tri-Com will first attempt to fill vacancies with bargaining unit employees using the normal hiring process. If Tri-Com cannot alleviate the staffing crisis through the normal hiring process, then Tri-Com shall have the right to subcontract on a temporary basis until it is able to hire full-time, bargaining unit employees. The Union shall have the right to grieve whether there is a staffing crisis, or whether Tri-Com is diligently pursuing the replacement of subcontractors with bargaining unit employees. If the Union prevails in such a grievance, the parties agree that the sole remedy for the violation will be that Tri-Com shall cease and desist from the continued use of sub-contractors.

The parties agree that this Section 4.08 shall not be considered the "status quo" in any future impasse resolution proceedings.

ARTICLE V
GRIEVANCE PROCEDURE

Section 5.01 Definition.

For the purposes of this Agreement, a grievance is any claimed violation of the Agreement raised by an employee or the Chapter, in writing, against Tri-Com involving the meaning, interpretation or application of the provisions of this Agreement.

Section 5.02 Procedure.

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee and/or Chapter Representative within seven (7) calendar days after the occurrence of the event or within seven (7) calendar days of when the grievance could have been reasonably ascertained. Grievances involving the termination of employees shall be advanced directly to Arbitration.

STEP 1: The Chapter Representative and/or Grievant shall present the grievance in writing to the Tri-Com Director or designee, within seven (7) calendar days after the event that is the basis of the grievance, or seven (7) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the event that is the basis of the grievance.

STEP 2: The Chapter Representative and/or Grievant shall present the grievance in writing to the Tri-Com Board of Directors or designee, within seven (7) calendar days after denial of Step 1 of the grievance process, or failure to respond at Step 1.

The Tri-Com Board of Directors or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Tri-Com Board of Directors or designee shall provide a written answer to the Chapter Representative and the Grievant within seven (7) calendar days.

The Director or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Director or designee shall provide a written answer to the Chapter Representative and the Grievant within seven (7) calendar days of the discussion.

Section 5.03 Arbitration.

If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below, within fifteen (15) calendar days of receipt of the written response in Step One. The parties shall attempt to agree upon an arbitrator within fifteen (15) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said fifteen (15) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties agree to limit the panel to members of the National Academy of Arbitrators, from the “metropolitan” (within 125 miles) area, with a principal business office in the State of Illinois, and with an industry specialization of “police or fire” if available. Each party retains the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The party requesting arbitration shall strike the first name. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The party requesting arbitration shall strike the first name.

Section 5.04 Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws. The arbitrator shall have no authority to make a decision on any issues not so submitted or raised. The award of the arbitrator shall be final and binding on Tri-Com, the Union, and the grievant(s), to the extent provided by the Illinois Public Labor Relations Act and/or the Illinois Uniform Arbitration Act.

Section 5.05 Right to Request.

Tri-Com and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. Tri-Com and the Union retain the right to employ legal counsel.

Section 5.06 Thirty Day Limit.

The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

Section 5.07 Multiple Grievances

More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

Section 5.08 Union Participation.

Tri-Com acknowledges the right of the Union representative and/or Attorney to participate in the processing of a formal grievance at any level. In the event that a MAP attorney will be present for a grievance hearing, the Chapter agrees to provide three (3) days written notice to Tri-Com.

Section 5.09 Fees and Expenses.

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between Tri-Com and the Union. However, should only one party request a transcript, that party shall pay for the cost of the transcript; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If one party requests and is granted a postponement of a scheduled hearing, that party shall bear any fee charged by the arbitrator for the postponement.

Section 5.10 Grievance Withdrawal or Settlement.

A grievance may be withdrawn at any step without establishing a precedent. By mutual written agreement, a grievance may be settled at any step without establishing a precedent.

Section 5.11 No Reprisals.

No reprisals shall be taken by either Tri-Com or the Union against an employee because of the employee's participation or refusal to participate in a grievance.

Section 5.12 Representation Time.

A Member who is serving in a representative capacity during his scheduled working hours and who attends a meeting between the Union and Tri-Com for the purposes(s) of adjustments of grievances shall not suffer a loss in pay because of such attendance, provided that staffing levels permit.

Section 5.13 Miscellaneous.

No members of the bargaining unit shall have any authority to settle or respond on behalf of Tri-Com to a grievance as defined in Section 1. Moreover, no action, statement, settlement, or representation made by any member of the bargaining unit concerning the meaning, interpretation or application of any provision of the Agreement shall impose any obligation or duty or be considered as authorized or binding upon Tri-Com unless and until Tri-Com has agreed thereto in

writing.

ARTICLE VI **DISCIPLINE**

Section 6.01 Just Cause.

A non-probationary employee covered by this Agreement shall not be disciplined or dismissed without just cause. Probationary employees may be disciplined or dismissed without just cause. Covered employees who are discharged shall be paid for all accrued but unused leave within two weeks of the termination date.

Section 6.02 Disciplinary Measures.

Tri-Com agrees that disciplinary action shall generally be progressive in nature and intended as a corrective measure. Giving consideration to the severity of the infraction, disciplinary actions may include the following:

- Verbal Reprimand;
- Written Reprimand;
- Suspension;
- Discharge.

The Employer agrees to use its best efforts to follow the tenets of progressive discipline for probationary employees. However, nothing in this agreement shall be construed as limiting the Employer's right to summarily discharge or suspend an employee without warning for serious offenses. If Tri-Com has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Upon conclusion of an investigation and discipline is determined to be warranted, the employee will be issued the discipline within 15 calendar days, unless the employee is on an excused absence.

Section 6.03 Investigatory Interviews.

Where Tri-Com desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, Tri-Com will permit the employee reasonable time to obtain the presence of a Union representative. The Union may designate a member other than a Representative to accompany the employee at the interview. All investigatory interviews shall be conducted in accordance with *Weingarten* rights.

Section 6.04 Notice of Disciplinary Action.

Notice of disciplinary action, except for counseling, shall be in writing. Employees shall be permitted to write rebuttals to any disciplinary reprimands or suspensions they receive.

Section 6.05 Removal of Discipline.

Verbal and written reprimands will not serve as the basis for additional progressive discipline if no further action has been taken on the matter within 12 months of the date of the reprimand. All expired discipline will be sealed and opened only by the Director or the Board of Directors.

Section 6.06 Personnel Files.

The Employer agrees to comply with the provisions of the Illinois Personnel Record Review Act, 820 ILCS 40/1, *et. seq.*

ARTICLE VII
NO STRIKE – NO LOCKOUT

Section 7.01 No Strike.

Neither the Union nor any officers, agents or employees covered by this Agreement shall instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, concerted stoppage of work, concerted mass absenteeism, or any other concerted interruption or disruption of the operations of Tri-Com, regardless of the reason for doing so. No employee covered by this Agreement shall refuse to cross any pick line, wherever established. Each employee who holds the position of a Union Chapter Officer occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of this Section of this Article, the Union agrees to inform employees of their obligation under this Agreement and to direct them to return to work. This Section is not intended to limit the employees' right to strike after the expiration of this Agreement, as described in Section 17 of the Illinois Public Labor Relations Act.

Section 7.02 No Lockout.

Tri-Com will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union. This Section is not intended to limit the employer's right to lockout after the expiration of this Agreement, as described in Section 7 of the Illinois Public Labor Relations Act.

Section 7.03 Discipline of Strikers.

Any employee who violates the provision of Section 1 of this Article shall be subject to disciplinary action. Any disciplinary action taken by Tri-Com against any employee who participates in any action prohibited by Section 1 shall not be subject to the provisions of the grievance and arbitration procedure, except that the issue of whether an employee in fact engaged or participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 7.04 Judicial Restraint.

Nothing contained herein shall preclude Tri-Com or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VIII
SENIORITY, LAYOFF AND RECALL

Section 8.01 Seniority.

Full-time seniority shall be based on the length of time from the last date of beginning continuous

fulltime employment in any position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay (other than military leave) of thirty (30) days or more. If the length of time is equal, then the person who is listed higher on the eligibility list will be considered to have more seniority.

Section 8.02 Posting of Seniority List.

One month prior to the date for the submission of vacation requests, Tri-Com will provide to the Union a seniority list showing the seniority of active full-time employees, which sets forth the names of part-time and full-time employees who are covered by this Agreement, in order of seniority as defined in Section 8.01 of this Agreement. Tri-Com shall not be responsible for any errors in the aforementioned seniority list (or any other seniority list posted at various times throughout the year), unless such errors are brought, in writing, to the attention of Tri-Com by employees and/or the Union within twenty-one (21) calendar days after the list(s) is posted. The failure to challenge a seniority list during this twenty-one (21) calendar day challenge period does not preclude the Union and/or employees from challenging future seniority lists. The time line for filing a grievance regarding an employee's seniority shall begin on the day that Tri-Com responds to an employee or Union's challenge.

Section 8.03 Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires or is retired;
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence, in a way that conflicts with stated reasons for leave (as defined by Sections 10.01, 10.02, 10.03, 10.04, 10.05, 10.08 and 10.09) without prior written approval of Tri-Com;
- (e) fails to report for work within seventy-two (72) hours after the conclusion of an authorized leave of absence (as defined by Sections 10.01, 10.02, 10.03, 10.04, 10.05, 10.08 and 10.09);
- (f) is laid off and fails to notify Tri-Com of his intent to return to work within fifteen (15) calendar days after receipt of notice of recall;
- (g) is laid off for a period in excess of two (2) years; or
- (h) is unreasonably absent for three (3) consecutive working days without notifying Tri-Com.

Section 8.04 Layoffs.

In the event it becomes necessary to decrease the work force, the probationary employees shall be laid off first. Thereafter, employees with the least seniority in the affected job classification shall be laid off. The laid off employee(s) shall be entitled to bump the least senior employee in that classification whose job is in a lesser pay grade, provided that the senior employee has the ability to perform the work within that position. Except in an emergency, no layoff will occur without at least a thirty (30) day advance notice to the Union. Tri-Com agrees to consult with the Union, upon request, and afford the Union the opportunity within such thirty (30) day period to propose alternatives to the layoff. Employees who are laid off shall be placed on a lay-off and recall list.

Section 8.05 Effects of Layoff.

Any employee who is laid off as a result of Tri-Com's decision to implement a layoff shall, in addition to the recall rights set forth above:

- (a) Be paid for any earned but unused vacation, personal days and holidays. In the event that a laid off employee is recalled, he regains any accumulated sick time that existed prior to the layoff.
- (b) Be permitted to remain in Tri-Com's group insurance program at the employee's cost for a period of time not to exceed eighteen (18) months from the effective date of layoff by paying in advance each month the full applicable monthly premium. This provision is not intended to diminish rights otherwise provided under COBRA or similar legislation.

Section 8.06 Recall.

Employees who are laid off shall be recalled in inverse order of layoff for the first vacancy for which they are qualified. Notice of recall shall be made by a certified, return receipt letter with the obligation and responsibility of the employee to provide the Director or Director's designee with such employee's current mailing address. Employees returning from layoff shall have their seniority rights restored and shall be reinstated at the pay rate of the position classification that corresponds to their seniority. Recall rights expire after an employee has been on layoff for a period of twenty-four (24) months. Laid off employees will be recalled for a vacancy in inverse order of seniority, provided that the recalled employee is "qualified" to fill the vacancy. As used in this provision, "qualified" means: the recalled employee is able to perform the duties of the vacant position with acceptable quality with no more training than an outside applicant needs to perform such duties with acceptable quality.

Section 8.07 Probationary Period.

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of fifteen (15) months of work. The Director of Tri-Com will have the sole discretion to decrease the length of probation. The Director's decision to decrease probation may not be grieved. Probationary employees shall be entitled to all rights, privileges and benefits provided for in this Agreement, except those limited specifically to non-probationary employees. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of Tri-Com. Such probationary employee shall have no recourse to the grievance procedure to contest such a suspension, layoff or termination. Furthermore, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, a full-time employee shall acquire seniority which shall be retroactive to his last date of hire with Tri-Com in a position covered by this Agreement.

Section 8.08 Application of Seniority.

In all cases of promotions, filling job vacancies and changes of status, all as hereafter defined, seniority shall govern when "qualifications" are equal. "Qualifications" as used in this Article is defined as the reasonable consideration of the factors of experience, work record (including

attendance and disciplinary record), skill, ability, test scores and/or assessment centers when applicable, education, perception of the candidate's potential aptitude to perform the job duties of the new position, and such other factors as may be relevant at the time, such as but not limited to, the length of time the employee has been in the employee's current position and/or status as a full-time employee.

Section 8.09 Creation of New Bargaining Unit Positions.

"Promotion" as used herein, is solely defined as a move to a bargaining unit position having greater responsibility and pay than "Telecommunicator." In the event Tri-Com establishes a bargaining unit position or positions carrying such greater responsibility and pay, Tri-Com will post all such positions it deems vacant for a minimum of fourteen (14) calendar days. Non-probationary employees desiring promotion to such positions shall apply for such positions in writing using forms provided by Tri-Com. If Tri-Com desires to fill the vacancy, the position shall be awarded based upon the needs of Tri-Com and the factors set forth in Section 8.08. Non-probationary employees as defined in Section 8.07 shall be given preference over outside applicants when qualifications are relatively equal. Promoted employees shall serve a probationary period of six (6) months in the new position. Such employees who are not successful in their new position in the opinion of Tri-Com will be returned to their former position and applicable placement on the wage scale for telecommunicators, commensurate with their seniority and, if necessary, the least senior employee in such former position may be laid off or terminated to make room for such returning employee having more seniority. The demoted employee will reselect vacation from the available days.

Tri-Com initially shall establish the pay rate for such new position and will promptly meet with the Union in effects bargaining solely about such pay rate.

Section 8.10 Promotions.

Promoted employees shall receive a pay increase which:

1. provides an increase in pay to the minimum salary of the new grade; or
2. five percent (5%), whichever is greater

Section 8.11 Transfers.

Tri-Com will post all Telecommunicator positions it deems vacant in the Center for a minimum of fourteen (14) calendar days. Applications for transfers to such vacant position shall be awarded based on the needs of Tri-Com and considerations of seniority, provided that no employee shall be awarded a position for which he/she is not trained or not qualified. Non-probationary Tri-Com employees will be given preference over outside applicants for such positions for which such employee is qualified. Positions will be posted and filled on the shift on which the vacancy exists. Thereafter, shift bidding may occur as provided in Section 15.05. "Qualified," as used in this provision, includes considerations of experience, work record, skill and ability. If Tri-Com initiates the transfer of an employee to a different shift after the employee has selected vacation time, the employee may keep or reselect new vacation time from the available days.

After the vacant position is filled, the position vacated by the transferred employee shall not be subject to the posting requirements of this section. If Tri-Com elects to fill the vacancy, the

employee hired will work in the position vacated by the transferring employee until the shift bidding process in Section 15.05 occurs.

This section shall not restrict Tri-Com's ability to ensure that each shift is staffed with an adequate number of Supervisors and Telecommunicators in Charge.

Section 8.12 Probationary Period for Promotions.

Employees promoted to higher paid positions shall serve a probationary period of six (6) months in the new position. If the employee is not successful in the new position, in the opinion of Tri-Com, he/she will return to his/her former position and rate of pay.

Section 8.13 Residency.

There shall be no residency requirements for chapter members.

ARTICLE IX
SICK LEAVE

Section 9.01 Purpose.

Sick leave with pay is provided by Tri-Com to protect, to the extent provided herein, eligible employees from loss of earnings if such employee is unable to work by reason of such employee's own non-work related injury, illness or pregnancy (including up to two (2) days for an employee whose spouse has given birth, unless certification from a physician states that additional time is necessary for the care of the employee's spouse) or, by reason of the injury or illness of immediate family members (as defined from Public Act 99-0841), and for employee and dependent medical or dental appointments. Employees should notify the duty Shift Supervisor/Telecommunicator in charge within four (4) hours of their start time, whenever practicable.

Employees shall schedule doctor's appointments on non-duty time. When such scheduling is not possible the employee shall make every attempt to schedule the doctor's appointment at the beginning or end of his/her work day to minimize disruption. The employee will be required to provide a doctor's note for each occurrence. Employees will notify the duty shift supervisor more than 5-days in advance of non-emergency employee or dependent medical or dental appointments. Overtime will not be mandated to cover employees requesting time off for a non-emergency employee or dependent medical or dental appointment when the employee provides less than 5-days notice.

In the event an employee has three (3) occurrences (consecutive unscheduled sick days shall be counted as one (1) occurrence) of unscheduled sick time in a rolling six (6) month period, the employee will be required to provide a doctor's note for any occurrence after the 3rd.

If upon investigation, any employee is found to have abused the intent of the sick leave benefit, he or she shall be subject to disciplinary action as outlined in Article VI.

Section 9.02 Sick Leave Bank.

Unused sick leave days shall accumulate at a rate of 3.6923 per pay period equivalent to eight (8) hours per month), except in the case of unpaid leaves of absence and while on unpaid Family Medical Leave. Unused sick leave shall be allowed to accrue into the sick leave bank for each full time employee. Sick leave may be used in increments of fifteen (15) minutes or more. Any use of sick leave which is less than one fifteen (15) minutes will be rounded down to the nearest quarter hour. Employees who retire from Tri-Com after working for at least eight (8) years shall receive a lump-sum payout of up to 480 hours of sick leave, paid on the employee's last day of work. Additionally, retiring employees who are members of the Illinois Municipal Retirement Fund (IMRF), may add up to 480 hours of earned sick leave to their retirement date, in accordance with IMRF regulations.

Section 9.03 Sick Leave Accrual.

Sick leave may be accumulated from year to year with no maximum number of hours accrued.

**ARTICLE X
LEAVES**

Section 10.01 Funeral Leave.

Each employee shall be granted three (3) paid shift days without loss of pay for use in the event of a death in the employee's immediate family (defined for purposes of this provision only as the employee's spouse or civil union partner, child (natural, adopted, foster or stepchild), sister, brother, parent (natural, step or legal guardian), mother in law, father in law, daughter in law, son in law, sister in law, brother in law, aunt, uncle, niece, nephew, grandparent or grandchild.

At the Director's sole discretion, the Director may grant time off with pay up to three (3) days upon satisfactory proof of special relationships and special circumstances covered or not covered above. Such leave shall be taken within a two (2) week period from the first day of leave taken for such purposes. Upon request, the Director may authorize additional time off with pay through the deduction from the employee's vacation time or other earned time off bank, or may grant time off without pay, all at the Director's sole discretion, based upon special circumstances or relationships covered or not covered above. The Director may require proof of relationships or special circumstances, and of attendance at a funeral or memorial event when applicable, as a condition for providing this benefit. The Director's decision to grant or deny funeral leave for special circumstances, and the Director's decision to authorize or deny additional time off, may not be grieved.

Section 10.02 Military Leave.

Military Leave and benefits shall be granted in accordance with applicable law. Employees must apply for such leave as soon practicable after they are aware of the need for such leave.

Section 10.03 Jury Leave.

Any covered employee called to serve on a jury on any day when he/she would have otherwise been scheduled to work shall receive his/her contractual pay. Given that employees will continue

to be paid by Tri-Com, employees will be required to turn over any remuneration received for performing jury duty to Tri-Com.

Section 10.04 Voluntary Unpaid Leave.

Upon completion of one (1) year of continuous service an employee may request an unpaid leave of absence for a specified period of time. Such request shall be in writing, explain the reason(s) for the request, and be submitted to the Director.

The Director may approve such requests for leaves of thirty (30) calendar days or less in length, but leaves requested for more than thirty (30) calendar days require approval of the Tri-Com Board.

Sick leave, vacation and holiday benefits will not accrue during unpaid leaves of absence. Seniority shall not accrue for unpaid leaves of absence in excess of thirty (30) calendar days.

Health care coverage during a voluntary unpaid leave will continue for 60 days. Payment for the employee portion of this coverage should be received in the Human Resources office no later than the first of each month during the leave of absence.

Section 10.05 Disability Leave.

Employees with one or more years of service credit as an IMRF Member may be eligible for disability benefits. Employees have the option to use all available sick and vacation time before receiving the disability benefit or receive the benefit at the time they become eligible. If the benefit begins prior to using all of the employee's sick leave and vacation leave, accrual of these benefits will cease. Any unused sick and/or vacation leave will remain a credit to the employee in accordance with the Tri-Com policy after the disability period is over.

Section 10.06 Safety Day.

Employees who serve twelve (12) consecutive months without being involved in a work related accident, from May 1 – April 30 of each year, shall be granted 4 hours of Safety Day time. For purposes of newly hired, transferred and promoted employees, proportionately earned Safety Day time will be converted to Safety Day time in accordance with the current policy. For purposes of this provision only, a work related accident is defined as an injury at work which requires professional medical attention and the loss of time at work, or an accident resulting in damage to Tri-Com owned or private property amounting to a value in excess of \$500, while at work.

Section 10.07 Donated Leave.

Tri-Com permits employees to donate earned leave directly to other employees experiencing medical emergencies. The "Donated Leave Time Program" enables employees to voluntarily donate a portion of their earned sick, vacation, holiday or personal leave time to Tri-Com employees who have exhausted their own earned leave time (sick leave, compensatory time, personal days, holiday and vacation) and who are suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work; or in the event of a spouse or child (natural, step, or adopted) suffering a catastrophic illness or injury and certified by a physician. The determination to grant or deny such leave is at the sole discretion of the Director. The Director's decision to grant or deny donated leave may not be grieved.

Eligibility

Recipient:

An employee shall be eligible to receive donated sick, vacation, or personal leave time from other eligible Tri-Com employees provided they meet the following criteria and requirements:

1. Medical verification from a physician or other licensed health care provider describing the nature, severity, and the anticipated duration of the disability.
2. Exhaustion of all earned leave time including personal days, compensatory time, sick leave, holiday and vacation leave.
3. Authorized receipt of not less than eight (8) hours from one (1) or more qualified leave donors.
4. Employees may receive up to 160 hours of donated leave for each condition, if for spouse or child, or up to 240 hours if the condition is for the employee.

Donor:

An employee shall be eligible to donate sick, vacation, holiday or personal leave time to other eligible Tri-Com employees provided they must meet the following criteria and requirements:

1. Employment with Tri-Com of at least one (1) year of continuous service.
2. An irrevocable donation of not more than eighty (80) hours, or less than eight (8) hours to any one (1) recipient may be donated within a period of one (1) year, provided that the donor shall retain a remaining balance of not less than eighty (80) sick hours.
3. Donated time must be in increments of eight (8) hours.
4. Certification that no solicitation and/or acceptance of any money, credit, gift, gratuity, object of value or compensation of any kind has been provided, directly or indirectly, to the donor.

Section 10.08 School Visitation Rights Act.

In accordance with 820 ILCS 147, Public Act 87-1240, the School Visitation Rights Act, Tri-Com will allow eligible employees unpaid leave of up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours. No unpaid leave in accordance with this Act may be taken unless the employee has exhausted all vacation leave, personal leave and/or compensatory leave. Sick leave and disability leave may not be applied to school visitation leave

as described under this act. Upon completion of school visitation rights by a parent or guardian, the school administrator shall provide the parent or guardian documentation of the school visitation. The parent or guardian shall submit such verification to Tri-Com. Failure of a parent or guardian to submit the verification statement from the school to Tri-Com within two (2) working days of the school visitation will subject the employee to the disciplinary procedures as outlined in this manual for excused absences from work.

Section 10.09 FMLA Leave.

Tri-Com’s current policy regarding FMLA shall not be changed without bargaining with the Chapter. Tri-Com is permitted to change its policy to comply with the law.

Section 10.10 Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment.

ARTICLE XI
VACATION

Section 11.01 Accrual.

Covered Tri-Com employees are eligible for paid vacation time. Vacation time for full-time employees is earned on the employee’s anniversary date and is based on completed years of continuous service as follows:

After 1 year of employment	10 working days
After 2 years of employment	11 working days
After 4 years of employment	12 working days
After 6 years of employment	15 working days
After 10 years of employment	16 working days
After 11 years of employment	17 working days
After 12 years of employment	18 working days
After 13 years of employment	19 working days
After 14 years of employment	20 working days
After 17 years of employment	21 working days
After 20 years of employment	23 working days
After 23 years of employment	24 working days
After 24 years of employment	25 working days

Vacation time must be used during the 12-month period following the date on which it was earned unless the covered employee has been unable to utilize the vacation time due to shortage of manpower.

Section 11.02 Vacation Scheduling.

1. For the purposes of scheduling vacation picks, the following procedure shall be utilized:

- a) Beginning October 1, Supervisors and Telecommunicators may request Vacation, Holiday, Personal, Compensatory or Safety time off for the following year.
- b) Prior to the beginning of vacation picks, each employee will be issued a paid time off (PTO) balance sheet. This balance sheet will be issued on or about September 15. Employees understand this balance sheet will not reflect any time they use between the date the sheet was generated and the end of the year. Claims of any discrepancies as well as signing and returning the form are to be completed by September 30.
- c) There shall be four rounds of vacation picks, all in order of seniority, with the most senior Telecommunicator picking first.
 - 1. In the first round, each employee with fifteen (15) or more years of service at Tri-Com may pick up to fifteen (15) vacation days; each employee who has been released from training and who has fourteen (14) or less years of service at Tri-Com may pick up to ten (10) vacation days.
 - 2. In the second round, all employees (including those still in training) may schedule any remaining vacation days.
 - 3. In the third round, all employees (including those still in training) may schedule up to ten (10) days using any PTO .
 - 4. In the fourth round, all employees (including those still in training) may schedule any remaining PTO.
- d) Employees may only schedule accrued PTO, in any round, with the exception of vacation and personal time. Vacation and personal time may be scheduled when not accrued only on or after employee's anniversary date.
- e) Vacation picks shall be for a minimum of eight (8) hours, no partial shift vacation bids shall be permitted.
- f) For the purposes of Vacation Bidding the bidding year shall be the same as the shift bid year.
- g) Each employee shall have twenty-four (24) hours [i.e. one (1) calendar day] to choose their vacation picks for each round. This twenty-four (24) hour period will begin October 1, starting with the most senior and continuing in that fashion. If an employee is unable to provide vacation picks within that twenty-four (24) hour period, they shall be ineligible for vacation picks during that round. Failing to meet this twenty-four (24) hour requirement and the subsequent ineligibility that may result cannot be grieved.
- h) Requests for five (5) consecutive vacation days in either round, shall not receive priority over requests for less than five (5) consecutive days off, notwithstanding seniority.
- i) After each round is completed, approved requests may not be bumped by other requested time off for any reason.
- j) Employees who choose not to select paid time off during the annual selection period shall be permitted to use their paid time off when manpower permits, however there shall be no bumping for this paid time off.
- k) Only eighty (80) hours comp time may be used within the schedule year.

2.No employee will be allowed to submit time off as an additional person for a shift at minimal staffing If a day that was previously taken becomes available, it will be sent out in seniority order.

There shall be no blackout periods for the use of paid time off other than Christmas Eve, Christmas Day, and New Year's Eve. During these blackout days, paid time off may be granted for Christmas

Eve, Christmas Day and New Year's Eve, as long as the request does not create overtime or require the shift to fall below established minimums, with the understanding that management may require an increase to minimums as activity, or for perceived possibility of activity. Only Dayshift (0715-1515) is eligible for paid time off on New Year's Eve.

Time off for Christmas Eve, Christmas Day and New Year's Eve will be signed up for starting November 1st of the same year as the holiday and will be signed up for in four (4) hour blocks in order of seniority on each shift for those scheduled to work. Once all shifts have been signed up for or passed on taking time off, the second four (4) hour blocks will be offered up in the same manner. All requests for Christmas Eve, Christmas Day and New Year's Eve shall be completed by December 1st. The employee taking time off on Christmas Eve, Christmas Day and New Year's Eve must contact the on-duty Supervisor at Tri-Com two hours before the start of the shift requested off for final approval. The employee being granted time off will be required to leave a phone number where they can be reached and recalled in the unlikely event that someone calls off for their shift with less than 2 hours' notice. Employees recalled less than 2-hours before shift must report for duty no later than 1-hour after the start of the shift.

At least sixteen (16) hours of pre-scheduled leave time shall be permitted to be taken within a twenty-four (24) hour day. If the number of bargaining unit Telecommunicators and Supervisors who have completed training reaches sixteen (16), the number of hours of pre-scheduled leave time shall be increased to twenty (20) hours per day. Additional time beyond the predetermined hour limitation (16/20) shall be approved provided that it does not require Tri-Com to fall below the minimum staffing requirements. All paid time off requests that may result in dropping the shift(s) below minimum staffing levels, must be submitted at least ten (10) days prior to the time off being requested, unless the submitting employee finds their own overtime coverage using unscheduled overtime procedures set forth in 15.03, the hour limitation on time off is honored.

Other than the Vacation scheduling described above, Vacation, Holiday, Personal and Safety time leave with the exception of Compensatory Time, may be taken in one (1) hour blocks. However, coverage for any leave less than four (4) hours will not be subject to forced overtime and the requesting party will be solely responsible for finding coverage for this time off. This applies to vacation picks during Seniority Sign-up. The Director or designee will have the sole discretion to deny leave for blocks less than four (4) hours for any request with less than ten (10) days' notice. The Director or designee's decision to grant or deny the leave may not be grieved.

Section 11.03 Use of Vacation Pay.

Upon separation of employment, an employee with one (1) year or more of continuous service will be paid for his/her unused accumulation of vacation leave on a pro-rata basis determined by years of service. Employees with less than one (1) year of continuous service will not be paid for his/her unused accumulation of vacation leave.

ARTICLE XII **TRAINING, PROFESSIONAL DEVELOPMENT AND TRAVEL**

Section 12.01 Training and Tuition Reimbursement.

All required training and certification costs will be paid by Tri-Com. The following types of training are offered to employees:

- A. In-Service Training - Training conducted during working hours on an individual or group basis to improve skills, introduce new techniques, and/or keep abreast of developments in the telecommunications field. Employees will receive a two (2) hour minimum for off-hours training completed on duty days and a four (4) hour minimum payback for training completed on an employee's regular day off.
- B. Specialized Training - Attendance at vocational, technical or professional training programs directly related to Tri-Com functions.
- C. Academic Instruction - Completion, by correspondence, internet instruction or classroom attendance, of course work provided by an accredited educational institution beyond the high school level, must bear a relationship to Tri-Com functions and/or the improvement of the employee's job-related skills and abilities. Tri-Com will put out a list of approved curriculum and any courses not listed will be at the discretion of the Executive Director. For approved academic courses, the employee will be reimbursed 100% of the cost of tuition, registration fees, books and other fees incidental to the course, charged by the educational institution upon presentation of receipts for the reimbursable expenses.

Tri-Com shall have authority to decide whether or not to fund the tuition reimbursement program in each fiscal year. Tri-Com will announce whether the tuition reimbursement program will be funded no later than May 1 of each year. Employees are encouraged to let Tri-Com know by December 31 whether they plan to apply for the tuition reimbursement program in the following year to increase the chances that the program will be funded.

Section 12.02 Travel Reimbursement.

Tri-Com employees will be reimbursed for actual travel and related expenses while carrying out official duties or attending approved professional conferences and training courses.

- A. Mileage for the employee's personal vehicle shall be paid at the accepted per mile rate as determined annually by the IRS Reimbursement Rate.
- B. Per diem expenses are payable at the current Tri-Com rate.
- C. Expenses for overnight lodging must be pre-approved by the Director.
- D. Other necessary expenses such as parking, tolls, and taxis, at a reasonable and generally accepted rate will be reimbursed.

ARTICLE XIII
INSURANCE

Section 13.01 Health Insurance Plan.

During the term of this Agreement, Tri-Com shall continue to make available to non-retired full-time, employees and their eligible dependents the same medical insurance plan(s) as provided for regular, full-time non-contract employees.

Pursuant to the intergovernmental agreement which established Tri-Com, Tri-Com's insurance coverage must be provided by the City of Geneva. Tri-Com has no control over coverage levels, costs, identity of the providers or carrier, coverage continuation or any factors whatsoever connected with the benefits provided to employees pursuant to this provision. Tri-Com's commitment is to provide the benefits under the City of Geneva insurance plan. Tri-Com will promptly notify the Union in writing upon becoming aware that coverage has been changed by the City of Geneva. If the City of Geneva discontinues the HMO or PPO insurance benefit options, the Union can request bargaining over the effects of any such changes. The parties agree that if the Union requests bargaining over such changes, Tri-Com may implement the changes imposed by the City of Geneva pursuant to the City of Geneva's deadlines, and that any agreements that result from the effects bargaining will be retroactive to the date of such implementation. If the effects bargaining negotiations result in an impasse, the parties agree that either party may submit the issue to mediation and interest arbitration pursuant to Section 14 of the Illinois Labor Relations Act.

The premium contribution percentage rates in effect on May 1, 2010 will remain in effect for the duration of this Agreement. The amount of employee premium contributions required under this Section shall be deducted from the employee's regular paychecks.

Section 13.02 Life Insurance.

All bargaining unit employees will be covered for 100% of their annual wages at no cost to the employee. This coverage ends when employment with Tri-Com ends. If the City of Geneva discontinues life insurance benefit options, the Union can request bargaining over the effects of any such changes. The parties agree that if the Union requests bargaining over such changes, Tri-Com may implement the changes imposed by the City of Geneva pursuant to the City of Geneva's deadlines, and that any agreements that result from the effects bargaining will be retroactive to the date of such implementation. If the effects bargaining negotiations result in an impasse, the parties agree that either party may submit the issue to mediation and interest arbitration pursuant to Section 14 of the Illinois Labor Relations Act.

Section 13.03 Right to Maintain Coverage While on Unpaid Leave.

An employee who is on an approved unpaid leave of absence shall have the right to maintain medical, dental and life insurance coverage by paying in advance the full applicable monthly premium for the coverage the employee had prior to going on an unpaid leave of absence or being laid off. For such leaves of absence, Tri-Com will pay the employer's share of the insurance premium for the first sixty (60) days of the leave. After sixty (60) days, the employee shall be responsible for paying the full amount of the insurance premium. If an employee uses a personal leave of absence to extend his or her leave of absence under the Family and Medical Leave Act of 1993, the personal leave of absence will run concurrently with the leave of absence under the Family and Medical Leave Act, and the employee will be responsible for paying the full amount of the insurance premium at the conclusion of the leave under the Family and Medical Leave Act, or after 60 days, whichever occurs later.

Tri-Com may recover its share of health, dental, and life premiums for a period of unpaid leave from an employee if the employee fails to return to work after his or her leave entitlement has been exhausted, unless the reason the employee does not return is due to continuation, recurrence or

onset of a serious health condition which would entitle the employee to leave under the FMLA, or other circumstances beyond the employee's control.

Nothing in this Section is intended to affect an employee's rights under the Family and Medical Leave Act of 1993.

An employee is on layoff with recall rights shall have the right to maintain insurance coverage as outlined in Section 8.05 of this Agreement.

Section 13.04 Pension Benefits.

Those employees who meet the minimum hourly standard are required to participate in the Illinois Municipal Retirement Fund.

Section 13.05 Employee Assistance Program.

The Employee Assistance Program (EAP) is provided for all employees by Tri-Com through a contracted outside agency. Employee services available through the EAP include counseling regarding a broad range of issues. Tri-Com may refer employees to the EAP or employees may choose to contact the EAP at any time their services are deemed to be needed. EAP services are available for immediate family members of Tri-Com employees. The use of the Employee Assistance Program is confidential. Detailed information may be obtained from the Geneva Human Resources Office.

Section 13.06 Terms of Policies to Govern.

The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 13.07 Cost Containment.

Tri-Com reserves the right to maintain or institute cost containment measures relative to insurance coverage, as may be required by the City of Geneva insurance plans. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

ARTICLE XIV
UNIFORMS

Section 14.01 Uniform Allowance Credit.

During each fiscal year of Tri-Com, each employee covered by this Agreement shall be eligible to receive reimbursement from Tri-Com for the pre-approved purchase of clothing necessary to their employment by Tri-Com, for an amount not to exceed \$450 in the first year of employment and \$325 in each subsequent year. Tri-Com shall reimburse an employee for a pre-approved purchase

under this Section within thirty (30) days after the employee provides Tri-Com with proof of expenditure.

Items purchased using the Tri-Com Uniform Allowance Credit may only be worn for Tri-Com business purposes. Baseball type hats & knit type hats with the Tri-Com logo shall be made available, may be purchased using the Tri-Com Uniform Allowance Credit. Clothing items that bear the Tri-Com logo may not be worn off duty, with the exception of traveling to and from work and including reasonable stops made during that travel. Employee(s) receiving a uniform allowance or reimbursement shall be subject to IRS withholding regulations and rules.

ARTICLE XV **HOURS OF WORK**

Section 15.01 Shift Schedules.

If there are any vacancies on a shift between September 1st and August 31st of the subsequent year, then Tri-Com shall post the vacancies and allow employees to bid by seniority from the vacancy down.

The standard work week begins at 0715 on Sunday, and ends at 0714.59 on the following Sunday. The normal work week is a consecutive seven (7) day period. The normal workday is eight (8) consecutive hours.

Regular Dispatch shifts are as follows:

Dayshift	0715-1514.59
Evening	1515-2314.59
Midnight	2315-0714.59

Probationary Telecommunicator's shift assignment are as follows:

1. PM Power 1915-0314.59
2. AM Power 1115-1914.59
3. Evening 1515-2314.59
4. Dayshift 0715-1514.59

Tri-Com may also schedule:

1. Power shifts from 1115-1914.59 and from 1915-0314.59 may only be scheduled as probationary shifts. Once the number of bargaining unit Supervisors and Telecommunicators, who have completed training reaches twenty (20), this section will be reopened for review.
2. To avoid mandatory overtime, Tri-Com may ask employees to work a different shift or different day off schedule, the employee may deny the request. Tri-Com will not

impose discipline or any other type of sanction on an employee who declines a schedule change request.

Tri-Com and the Union may mutually agree to make additional modifications to Shift Schedules.

Section 15.02 Lunch and Breaks.

Employees will receive one (1) fifteen (15) minute, paid break for every four (4) consecutive hours worked. Employees working an eight (8) hour shift are also entitled to take a thirty (30) minute break period.

Section 15.03 Overtime.

An employee shall be paid one and a half times his regular straight time hourly rate of pay for all hours worked in excess of 40-hours in the employee's regular 7-day work cycle.

Overtime shall be received in 15-minute segments as provided by the Fair Labor Standards Act ("FLSA"). For purposes of this article, time worked shall include only that time spent on duty as provided by the FLSA, and shall include any periods for time which is compensated but not actually worked, including but not limited to: vacation, sick leave, funeral leave or any other leave of absence.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the Director or her designee.

Overtime worked on Sundays shall be paid at a double-time rate. Sunday shall be defined by the calendar day, 23:59-00:00 hours.

Employees will not be scheduled for more than twelve (12) consecutive hours unless mutually agreed upon, or in an emergency situation.

Employees in training are not eligible to sign up for scheduled or unscheduled overtime until they are released from the training program.

Employees impacted by the cancellation of scheduled overtime hours shall be notified via email. If the employee is off duty immediately preceding the change, they will be notified via phone.

If multiple overtime slots for the same time range are cancelled, it will be cancelled by reverse seniority.

Scheduled Overtime.

Scheduled overtime shall be defined as any overtime that is scheduled at least ten (10) days in advance of the time the overtime is scheduled to begin. Scheduled overtime shall be posted electronically for the purpose of allowing employees to sign up for available overtime hours.

Scheduled overtime shall be offered to employees by straight seniority. An electronic notification will be sent to all employees, in order of seniority, who have provided a cell phone number, when the overtime is posted.

If no one volunteers to work the scheduled overtime ten (10) days prior to when it will occur, the overtime shall be filled using the **Unscheduled Overtime** procedure.

An employee who signs up for an overtime shift is responsible for finding a replacement if they cannot make the shift. The employee must find coverage using the **Scheduled Overtime** procedure if more than 10 days prior to the scheduled overtime or the **Unscheduled Overtime** procedure if less than 10 days prior to the scheduled overtime. In both cases, the overtime will not be forced, except in cases of illness of the person who signed up for the overtime shift and now seeks to find replacement. In cases of illness, since employees may be forced, a doctor's note must be provided.

Employees signing up for eight (8) consecutive hours of overtime receive priority over employees taking less than 8 hours of overtime, notwithstanding seniority. To be eligible to receive priority a portion of the 8 hour slot must be available for the employee to take as long as some portion of the eight (8) hour shift is still unfilled.

Trades on **Scheduled Overtime** will be allowed up to 4 times annually (January 1st – December 31st). Trades will be tracked using a physical form filed in the Schedule Binder. This tracking system will be monitored and enforced by Supervisors.

Unscheduled Overtime.

The following overtime procedure for unscheduled overtime will be implemented upon ratification of this Agreement:

Should overtime work be necessary with less than ten (10) days' notice, the time shall first be offered in order of seniority, to the employees who are scheduled to work the hours immediately preceding and following the overtime hours. If the overtime is not filled by those employees, then remaining eligible employees will be offered the overtime in order of seniority.

Employees who are on Vacation, Holiday, Personal, Compensatory time or Safety time may be called and offered the overtime unless they have chosen to not be called during this time. An employee may decide to cancel his/her Vacation, Holiday, Personal, Compensatory time or safety time and work the overtime. The Vacation, Holiday, Personal, Compensatory time or Safety time can then be taken on a future occasion. If the overtime being covered is not created by an employee on vacation, said employee can voluntarily cover overtime on another shift while maintaining their used benefit time on their regularly scheduled shift. Calling an employee at home will be considered an offer of overtime even if the employee does not answer the telephone.

If no one voluntarily accepts the overtime, the Shift Supervisor/TIC shall then assign mandatory overtime using the forced overtime procedure. An inverse seniority list will be established and reset annually on January 1st. New employees will be placed at the top of the inverse seniority list once released from training. The forced overtime will be assigned to the first eligible employee that is working the hours immediately preceding or following the overtime using the inverse seniority list. If no such eligible employee exists, then the overtime will be assigned to the first

eligible employee on the inverse seniority list. Once forced, the Shift Supervisor/TIC will note the date and shift that was assigned. The following employees are not eligible to be forced for overtime:

1. The employee is on Vacation, Personal, Holiday, Compensatory or Safety time off of at least 8 consecutive hours. .
2. The employee is on their regularly scheduled day off in conjunction with 8 consecutive hours of paid time off.
3. The employee is off as part of a Shift Trade of at least 8 consecutive hours.
4. The overtime will cause the employee a double-back of less than eight (8) hours before or after the overtime.
5. The employee is already working or scheduled to work overtime or a trade/payback.

Forced Overtime can be traded amongst eligible employees without limit. Employees must arrange their own trades and obtain approval from the Deputy Director or designee.

Section 15.04 Shift Trades.

Employees must arrange shift trades themselves and notify the immediate supervisor or designee at least 2-hours prior to the trade for approval. Supervisors may only trade with dispatchers if the supervisor is paying back a trade on a shift with no scheduled supervisor. Responsibility for the coverage of the shift remains with the employee requesting the trade. In the event of a shift trade involving a holiday, the employee who actually works on the holiday is the employee entitled to the benefit of “holiday worked” pay. The employee who has committed to “taking” a shift trade but then is unable to work on a day of the trade is responsible for finding a replacement. This provision is intended to be cost-neutral to Tri-Com. In the event of a default, the defaulting employee will be required to use his accrued vacation, personal, holiday or compensatory time for the missed shift. Such situations will be evaluated on a case by case basis. Any employee who is off on shift trade of at least 8 consecutive hours shall not be subject to the forced overtime procedure.

Section 15.05 Shift Bidding.

Shift assignments shall be made based upon seniority between September 1st and September 30th of each year for all employees.

Each employee will have twenty-four (24) hours to make their shift selection. If their shift selection is not made within 24 hours, their selection will be moved to the lowest in seniority spot until all shifts are filled. The same process shall be repeated until all shifts for the entire year have been selected. Failing to meet this twenty-four (24) hour requirement and subsequent ineligibility that may result, cannot be grieved.

Bids for Shift Supervisors will be straight seniority in odd numbered years. For even numbered years, Shift Supervisors will bid for each trimester using the “Round-Robin” method. For Round-Robin, the most senior Shift Supervisor will bid for the first trimester they wish to work, followed by the next most senior Shift Supervisor, until all Shift Supervisors have made their first selection.

The same process shall be repeated until all trimesters for the entire year have been selected. Supervisors slots shall be as follows: Day shift - 1, evening shift - 2, midnight shift -1. Prior to open telecommunicator bids, supervisors shall bid by supervisor seniority, for their shift. A slot on each selected shift will then be blocked out for supervisors only. They will then be placed into the rotation with the telecommunicators. When picks reach them by employment seniority, the supervisor will select their days off on the previously selected shift.

Bids for Telecommunicators will be straight seniority for each trimester. Telecommunicators will choose from the available sets of days off based on staffing levels following the predetermined Appendix B Shift Template.

Employees are not eligible for shift bidding in any trimester in which they are still on probation. Prior to open bids, management will select a shift for each probationary employee released from training. A slot on the selected shift will then be blocked out for the probationary employee. The employee will be given remaining days off after all picks are completed.

Section 15.06 Posting of Work Schedule.

The Director or designee shall post the work schedule electronically at least thirty (30) calendar days in advance. Tri-Com reserves the right to make changes to the work schedule due to emergencies, unplanned changes in staffing levels, unforeseen leaves and/or changes in the workload.

Section 15.07 Court Time.

When an employee is required to present evidence or testify in court or attend a deposition for work-related reasons during non-duty hours, the employee shall receive a minimum of two (2) hours pay at the overtime rate. If the court appearance extends beyond two hours, the employee will be paid at the overtime rate for all hours spent in court.

Section 15.08 Call Out.

Employees called out for a work assignment or training shall be compensated for a minimum of two hours, or the actual time worked, whichever is greater, at the applicable rate of pay. The time worked shall be calculated in accordance with Section 15.03 of this Agreement and shall include all travel to work-related activities once the employee arrives at Tri-Com. Tri-Com reserves the right to require employees to work for the entire two (2) hours.

Section 15.09 Compensatory Time.

Tri-Com employees may earn compensatory time off in lieu of overtime payment at the same rate of pay at the employee's request.

The maximum number of compensatory time hours that can be accumulated by an employee is eighty (80) hours per schedule year. This is a non-refillable bucket of time. Once an employee has accrued eighty (80) hours in a schedule year, the employee cannot accrue any more compensatory time off, even if the employee uses some of the previously-accrued compensatory time. Employees are required to utilize their accrued compensatory time by the end of the fiscal year that follows the fiscal year in which the compensatory time is earned.

All compensatory time not used within time frame stated above will be paid to the employee at the appropriate rate of pay. Upon separation, any unused time shall be paid at the employee's final regular rate of pay or the rate required by FLSA, whichever is higher.

Employees have the option to cash out any portion of their compensatory time bank at any time. This will be included in the employee's next payroll check.

Compensatory time may be taken in fifteen (15) minute increments. The Director or designee shall respond to the compensatory time request as soon as possible after the request is submitted.

For schedule year 2021 only, any compensatory time requests approved prior to the signing of this Agreement which exceed the 80 hour limit shall be honored.

Section 15.10 Standby Pay.

Employees who are required by Tri-Com to be on standby for work on a day-off shall be compensated for an additional three (3) hours of pay per day at one-and-one-half (1 ½) times their regular pay rate. This compensation shall be an additional one (1) hour per day at one-and one-half (1 ½) time the regular pay rate for standby time before or after an employees' work hours on a work-day. If called for duty, the employee shall receive compensation for time worked.

Section 15.11 Work Duties.

Employees may not engage in activities during work hours which interfere with job duties and responsibilities.

Section 15.12 CAD Administrator Shift Schedule.

The CAD Administrator's days off shall be Saturday, Sunday, with the understanding that certain tasks may have to be completed on days off from home on mutual agreement between the CAD Administrator and the Director. Tri-Com and the CAD Administrator(s) may mutually agree to temporarily or permanently adjust the days-off schedule.

Section 15.13 CAD Administrator Hours of Work.

The CAD Administrator will have the ability to flex their hours by mutual agreement between the CAD Administrator and the Director.

Section 15.14 Non-Dispatch Personnel Completing Dispatch Work.

It is understood that in order to maintain proficiency with their job assignments, the CAD Administrator and Training Coordinator need to complete dispatch work occasionally, while not counting towards minimum staffing requirements. The Training Coordinator can be scheduled to work dispatch to maintain their skill, cover unplanned shift shortages until a bargaining unit employee is able to replace them, cover the schedule for agency training opportunities, or to assist with dispatch emergencies, including weather and major events, as their regular work schedule allows. Additionally, the Training Coordinator may work dispatch while training with a new employee, but will not be counted towards minimum staffing requirements.

For the duration of this agreement, and on a non-precedential basis, to avert a forced overtime situation, the CAD Administrator and/or the Training Coordinator may be utilized towards minimum staffing requirements. use of the CAD Administrator and/or the Training Coordinator for dispatch work without attempting to fill a dispatch position with a Telecommunicator using the Scheduled or Unscheduled Overtime procedure shall not be permissible.

ARTICLE XVI **WAGES**

Section 16.01 Wage Schedule.

Section 1. Salaries.

All employees shall be paid according to Appendix A.

Section 2. Placement on Step System.

Current employees will be placed in the step system on May 1, 2021 as shown in Appendix A.

New employees shall begin their employment at the minimum level of the pay range for their job classification. However, Tri-Com may place new employees with prior experience in a similar position at a rate in the appropriate pay range that is higher than the minimum (starting) rate. New employees may also start at a rate in the vacation accrual schedule (section 11.01) based on their prior work experience, but such place shall solely effect their rate of accrual, not their seniority for the purpose of selecting time off.

Section 3. Movement Through Step System.

On May 1, 2021, employees will advance to the appropriate step in the step system based on their seniority, as shown in Appendix A.

Promoted and new employees shall move through the step system annually on their anniversary date for their first year of service in the new position.

Telecommunicators shall move through the step system as follows:

Hire	0-1 years of service
Step 1	1-2 years of service
Step 2	2-3 years of service
Step 3	3-4 years of service
Step 4	4-5 years of service
Step 5	5-6 years of service
Step 6	6-7 years of service
Step 7	7+ years of service

Supervisors hired after May 1, 2017 shall move through the step system as follows:

Hire 0-1 years of service
Step 1 1-2 years of service
Step 2 2-3 years of service
Step 3 3-4 years of service
Step 4 4+ years of service

CAD Administrators shall move through the step system as follows:

Hire 0-1 years of service
Step 1 1-2 years of service
Step 3 2-3 years of service
Step 4 3-4 years of service
Step 5 5+ years of service

Section 4. Pay Day.

Employees shall be paid every other week on Friday and may be by direct deposit if requested by the employee. If a holiday falls on a payday, paychecks will be distributed on the previous workday, whenever possible.

Section 5. Retroactivity.

Wages shall be retroactive to May 1, 2021. This retroactive pay increase shall apply only to employees employed by Tri-Com on the date this Agreement is executed by both parties, and no other provision of this Agreement shall be applied retroactively, unless otherwise provided in this Agreement.

During the term of this Agreement, no employee shall suffer any loss of pay as a result of the negotiated salary schedule.

Section 16.02 Telecommunicator in Charge Pay.

A Telecommunicator in Charge will receive an additional \$2.50 per hour for all hours worked in such capacity. Employees are eligible to receive TIC pay and CTO pay if working in both capacities at the same time.

Section 16.03 Training. Communication Training Officers (CTOs) will be paid an additional \$5.00 per hour for all hours worked in such capacity.

Employees are eligible to receive TIC pay and CTO pay if working in both capacities at the same time.

Section 16.04 LEADS Agency Coordinator Compensation

When the Employer, in its discretion, decides to assign an employee to serve as LEADS Agency Coordinator (LAC) for Tri-Com, the employee will receive eight (8) hours of paid time for every three (3) months that the employee serves in that capacity. This paid time will be straight time at the employee's current hourly rate of pay. Such payments will be earned on the 1st of each

beginning calendar quarter (May 1st, August 1st, November 1st and February 1st) in which the employee has served as the LAC. Payments will be distributed on the employee's paycheck following the above dates.

Section 16.05 Longevity Award

Full-time employees shall receive a one-time lump sum longevity award (not added to their base wage rate) on the payroll following their anniversary date, according to the following schedule:

After the completion of ten (10) years	\$250
After the completion of fifteen (15) years	\$500
After the completion of twenty (20) years	\$750
After the completion of twenty-five (25) years	\$1000
After the completion of thirty (30) years	\$1250

Section 16.05 Working out of Classification

An employee who is temporarily assigned to a supervisory position will be compensated at the beginning pay rate for that position, or ten percent above the employee's base rate, whichever is higher. The pay increase will be effective on the first day of the temporary appointment. At the conclusion of the temporary appointment the employees rate of pay shall immediately revert back to the rate of pay commensurate with the employees placement in the prevailing step plan, and will include any step increases that the employee would have ordinarily been awarded in this or their permanent position.

Section 16.06 Deferred Compensation Contribution.

Tri-Com shall continue to provide an elective Internal Revenue Service approved Deferred Compensation Contribution savings Plan for employees through payroll deductions.

Section 16.07 Flexible Spending Account.

Tri-Com shall continue to provide to its covered employees a Section 125 Flexible Spending Plan in accordance with Internal Revenue Service guidelines through payroll deductions. The maximum contribution amount will be the same as the maximum contribution amount established by the City of Geneva.

ARTICLE XVII
HOLIDAYS AND PERSONAL LEAVE

Section 17.01 Holidays Observed.

The following holidays have been officially designated by Tri-Com as observed holidays. All full-time employees shall observe these days and shall receive regular pay:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Spring Holiday (Friday before Easter)

Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day After Thanksgiving
 Christmas Eve Day
 Christmas Day

Bargaining unit employees in the bargaining unit as of April 30, 2021, who work on a Tri-Com recognized holiday shall be compensated at the following hourly rate of pay. These employees also have the option of taking eight (8) hours of paid time-off on a future date in lieu of holiday pay. For major holidays, employees who work eight (8) hours and wish to take eight (8) hours of holiday time-off on a future date will receive four (4) hours of holiday pay.

Holiday pay may be accrued from year to year with no maximum number of hours accrued.

Major Holidays	Pay if 8 Hours Worked	Pay If Not Worked
New Year's Day	20 hours	8 hours
Memorial Day	20 hours	8 hours
Independence Day	20 hours	8 hours
Thanksgiving Day	20 hours	8 hours
Christmas Eve Day	20 hours	8 hours
Christmas Day	20 hours	8 hours
Other Holidays	Pay If 8 Hours Worked	Pay If Not Worked
Martin Luther King, Jr. Day	16 hours	8 hours
President's Day	16 hours	8 hours
Spring Holiday	16 hours	8 hours
Labor Day	16 hours	8 hours
Day After Thanksgiving	16 hours	8 hours

For Tri-Com employees hired on or after May 1, 2021, there shall be no accrual of holiday time in lieu of compensation. Instead, all holiday time shall be paid as monetary compensation as set forth in the chart above.

Section 17.02 Eligibility Requirements.

Employees shall work all holidays when scheduled as part of their normal work schedule. To be eligible to receive pay in recognition of a holiday, a full-time employee must work or have previously approved leave time on the full scheduled day before and after the holiday, in addition to the full holiday when scheduled as part of their normal work schedule.

Section 17.03 Personal Business Leave.

With prior approval of the immediate non-bargaining unit supervisor, if one is available, or to a bargaining unit supervisor if not, which shall not be unreasonably denied, full-time non-probationary employees may request to use up to three (3) 8-hour days per year for personal business. Probationary employees are not entitled to any personal days during their first year of employment. On their first anniversary date, probationary employees will receive one (1) personal

day. On their second anniversary date, probationary employees will receive three (3) personal days.

Personal business leave must be used by the end of the employees' anniversary year or it will be lost; it cannot be carried over from year to year and is not payable upon separation from employment. Requests for personal business leave shall be made as soon as possible, including unexpected family emergencies, in which case the employee will notify the supervisor as soon as possible. The Director or designee has discretion to approve or deny such requests.

ARTICLE XVIII

EMPLOYEE ALCOHOL AND DRUG TESTING

Section 18.01 Drug and Alcohol Testing.

In order to help provide a safe work environment and to protect the public by insuring that employees have the physical stamina and emotional stability to perform their assigned duties the Tri-Com may require employees to submit to urinalysis and/or other appropriate tests in the following situations: 1. post-employment offer; 2. post-accident or post-injury; or 3. where there are reasonable suspicions to believe the employee is in violation of the prohibitions set forth below:

- (a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any Tri-Com premises or job sites, including Tri-Com buildings, properties, vehicles and the employee's personal vehicle while engaged in Tri-Com business;
- (b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place; or
- (c) Possessing, using, selling, purchasing or delivering prescription drugs in an illegal manner.
- (d) Possessing, using, selling, purchasing, delivering, or being under the influence of marijuana while on duty and/or while on Tri-Com property.

Section 18.02 Test To Be Conducted.

In conducting the testing authorized by this Agreement, Tri-Com shall:

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing.
- (b) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for an initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.

- (c) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample.
- (d) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the Tri-Com within seventy-two hours of receiving the results of the test.
- (e) Require that the laboratory or hospital facility report to the Tri-Com that the blood or urine sample is positive only if both the initial screening and confirmation test are positive on a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Tri-Com inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Tri-Com will not use such information in any manner or form adverse to the employee's interests.
- (f) Provide each employee tested with a copy of all information and reports received by Tri-Com, in connection with the testing and the results.
- (g) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.

Section 18.03 Voluntary Requests for Assistance.

Tri-Com employees may seek confidential assistance for drug or alcohol problems through the EAP program.

**ARTICLE XIX
MISCELLANEOUS**

Section 19.01 Ratification and Amendment.

This Agreement shall become effective when ratified by the Union and Tri-Com Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 19.02 Physical Examinations.

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, Tri-Com may require, at its expense (to the extent not otherwise paid for by the employee's insurance), that the employee have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by Tri-Com. The employee specifically retains the right to challenge Tri-Com's unreasonable refusal to return an employee to work due to a fitness for duty examination.

Section 19.03 Outside Employment.

Employees shall not be employed by employers other than Tri-Com, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the prior written approval of the Director, which shall not be unreasonably denied. Employees wishing to hold outside jobs, including self-employment, which will not result in a conflict of interest or infringe on their ability to do their job for Tri-Com, shall apply in writing to the Director for approval on a form provided by Tri-Com. Such application shall be approved or denied within ten (10) working days after submission. If outside employment, including self-employment, has previously been approved or permitted by Tri-Com, and if it later is determined that such outside employment, including self-employment, may result in a conflict of interest or infringe on the ability of the employee to do his job for Tri-Com, or increase Tri-Com's exposure to legal liability, prior approval for such outside employment may be revoked. Such revocation remains subject to the grievance procedure.

Section 19.04 Americans with Disabilities Act.

The parties agree that Tri-Com has an affirmative obligation to be in compliance with the requirements of the Americans with Disabilities Act ("ADA"). The Union agrees to cooperate with Tri-Com in its compliance with the ADA and Tri-Com agrees to do so in a manner that is minimally invasive of the collective bargaining agreement wherever possible.

Section 19.05 No Smoking.

All employees are strongly encouraged to quit smoking. Any employees who do not quit smoking may be required by Tri-Com or department policy to confine their smoking to a designated area(s). Employees going to the smoking area shall be required to carry a portable radio.

ARTICLE XX
MAINTENANCE OF BENEFITS

All direct economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Chapter of its intention to change them. Upon such notification and if requested by the Chapter, the Employer shall meet and discuss such change before it is finally implemented by the Employer. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If those discussions result in impasse, Tri-Com shall have the right to implement its proposed changes. If the Chapter becomes aware of such a change and has not received notification from the Employer, the Chapter must notify the Employer within thirty (30) days of the date the Chapter became aware of such change and request discussions or such inaction shall act as a waiver of the right to participate in such discussions by the Chapter. If no agreement is reached within thirty (30) calendar days after discussions begin, Chapter shall have the right to refer the allegation that the Employer unilaterally implemented the change without bargaining to impasse to Arbitration pursuant to the grievance procedure of this Agreement; the parties agree that the Employer shall have the right to temporarily implement the change during the period of said bargaining and article of arbitration.

ARTICLE XXI
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon request of either party, the parties shall meet within ten (10) days of such notification and negotiate with respect to possible replacement language for the invalidated Article, section or portion of this Agreement. The provisions of Article VII (No-Strike; No Lockout) shall remain in effect during such negotiations.

ARTICLE XXII
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except that the Union shall have the right to effects bargaining as provided in the Illinois Public Labor Relations Act, and Tri-Com shall have the right to temporarily implement management decisions pending final resolution of any effects bargaining as timely requested by the Union, unless specifically provided otherwise in this Agreement.

ARTICLE XXIII
TERMINATION

This Agreement is effective May 1, 2021, and shall continue in full force and effect until April 30, 2024, and thereafter shall be continued for annual periods unless notice of termination is given in writing by registered or certified mail by either party no less than sixty (60) nor more than ninety (90) days prior to April 30, 2024, or the expiration of any extension hereof. In the event such notice has been served and negotiations for a new Agreement are not completed by the expiration of said sixty (60) days' notice or the above termination date, whichever occurs later, the parties shall nevertheless continue to observe the terms and conditions of this Agreement as signed or

until at least forty-eight (48) hours after either party gives the other written notice of its intent to terminate this Agreement or any extension thereof.

**METROPOLITAN ALLIANCE OF
POLICE**

**TRI-COM CENTRAL DISPATCH
CENTER**

Christopher McMeen
President, Metropolitan Alliance of Police
Tri-Com Dispatch Chapter #531

Joe Schelstreet
Director, Tri-Com Central Dispatch

Keith George
President, Metropolitan Alliance of Police

Date

Date

**APPENDIX A
WAGE SCHEDULE**

Telecommunicator		3.00%	3.00%	3.00%
Step	Current	1-May-21	1-May-22	1-May-23
Hire	\$51,482.35	\$54,352.49	\$55,983.07	\$57,662.56
1	\$52,769.41	\$59,264.62	\$61,042.56	\$62,873.84
2	\$57,538.47	\$60,746.24	\$62,568.63	\$64,445.68
3	\$58,976.93	\$62,264.90	\$64,132.85	\$66,056.83
4	\$60,451.36	\$68,621.94	\$70,680.60	\$72,801.01
5	\$66,623.24	\$70,337.48	\$72,447.61	\$74,621.04
6	\$68,288.82	\$74,860.96	\$77,106.78	\$79,419.99
7	\$72,680.54	\$76,920.96	\$79,228.58	\$81,605.44
Supervisor		3.00%	3.00%	3.00%
Step	Current	1-May-21	1-May-22	1-May-23
Hire	\$76,314.57	\$80,176.09	\$82,581.37	\$85,058.81
1	\$77,840.86	\$81,779.61	\$84,233.00	\$86,759.99
2	\$79,397.68	\$83,415.20	\$85,917.65	\$88,495.18
3	\$80,985.63	\$85,070.40	\$87,622.51	\$90,251.19
4	\$82,592.62	\$87,130.40	\$89,744.31	\$92,436.64
CAD Administrator		3.00%	3.00%	3.00%
Step	Current	1-May-21	1-May-22	1-May-23
Hire	\$69,813.15	\$73,705.23	\$75,916.39	\$78,193.88
1	\$71,558.48	\$80,366.48	\$82,777.48	\$85,260.80
2	\$78,025.71	\$84,597.76	\$87,135.70	\$89,749.77
3	\$82,133.75	\$86,712.70	\$89,314.08	\$91,993.51
4	\$84,187.09	\$88,827.83	\$91,492.66	\$94,237.44
5	\$86,240.61	\$90,887.83	\$93,614.46	\$96,422.90

APPENDIX B

SHIFT MATRIX

	SUN	MON	TUES	WED	THURS	FRI	SAT	
	DAYSHIFT							
1	OFF	OFF						
2			OFF	OFF				
3					OFF	OFF		
4						OFF	OFF	
5		OFF	OFF					STAFFING 14
6	OFF						OFF	STAFFING 17
	EVENING SHIFT							
7	OFF	OFF						
8			OFF	OFF				
9					OFF	OFF		
10	OFF						OFF	
11				OFF	OFF			STAFFING 13
12		OFF	OFF					STAFFING 16
	MIDNIGHT SHIFT							
13		OFF	OFF					
14			OFF	OFF				
15					OFF	OFF		
16	OFF						OFF	
17	OFF	OFF						STAFFING 15
18						OFF	OFF	STAFFING 18



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approval of the Certificate of Substantial Completion for the Basement Water Project		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	September 22, 2021		
<i>Please Check Appropriate Box:</i>			
<input type="checkbox"/>	Regular Meeting	x	Special Meeting _____
<input type="checkbox"/>	Other -		
Estimated Cost: N/A		Budgeted?	YES X NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
<p>The certificate of substantial completion was submitted this past June 23. Due to some water infiltration, the decision was made to delay signature until that issue was corrected. Follow up investigation was completed and the leak was found to be coming from a gap in a mortar joint and a seam along the patio. This has been remedied and the document is ready for approval.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: (please list)			
Certificate of Substantial Completion			
Recommendation / Suggested Action: (briefly explain)			
Staff requests approval of the Certificate of Substantial Completion for the Basement Water Project			

FGMA ARCHITECTS

June 23, 2021

Mario Diaz, President
Reef Contractors Inc.
239 Carolina St.
Bolingbrook, IL 60490
Sent via Email: mdiaz@reefcontractors.us

Subject: Tri-Com Dispatch Center Substantial Completion

Dear Mr. Diaz,

Enclosed please find the Certificate of Substantial Completion for the above project.

Please sign and forward to the Owner at JSchelstreet@tri-com911.org for their signature Please request the Owner to execute the Certificate, return one to your office, one to FGMA and retain a copy for their records.

Please contact me with any questions or if you need additional information.

Sincerely,



Jason Estes, AIA | Vice President
JasonE@fgmarchitects.com

Enclosure(s): G704-2017 Substantial Completion



AIA Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Tri-Com Central Dispatch Basement
Seepage Remediation
3823 Karl Madsen Dr.
St. Charles, IL 60175

CONTRACT INFORMATION:
Contract For: General Construction

Date: August 27, 2020

CERTIFICATE INFORMATION:
Certificate Number: 01

Date: June 23, 2021

OWNER: *(name and address)*
Tri-Com Dispatch Center
3823 Karl Madsen Dr.
St. Charles, IL 60175

ARCHITECT: *(name and address)*
FGM Architects Inc.
1211 W. 22nd St., Suite 700
Oak Brook, IL 60523

CONTRACTOR: *(name and address)*
Reef Contractors Inc.
239 Caroline St.
Bolingbrook, IL 60490

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)
Complete project

FGM Architects Inc.		Jason Estes, Vice President	June 18, 2021
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
N/a

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

N/a

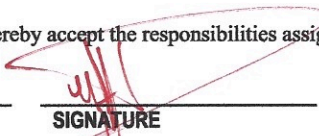
The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
N/a

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Reef Contractors Inc.		Mario Diaz/President	6-23-2021
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
Tri-Com Dispatch Center			
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approval of the Final Payment and Close out of the Basement Water Project		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	September 22, 2021		
<i>Please Check Appropriate Box:</i>			
X	Regular Meeting		Special Meeting _____
	Other -		
Estimated Cost: \$9,470		Budgeted?	YES X NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
<p>The basement water remediation project has been completed satisfactorily. I have reviewed the close out process and documents with both FGM, our architectural firm, and Chuck Radovich our attorney. Both are satisfied that the documents are in order according to the construction contract and that we can move forward with authorizing the final payment and close out of the project.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: (please list)			
Final Payment Application			
Recommendation / Suggested Action: (briefly explain)			
Staff requests approval of the Final Payment and Close Out of the Basement Water Project			



MBE/DBE General Contractors
1112 W Boughton Rd. #262. Bolingbrook IL 60440.
www.reefcontractors.us

Project: Tri Com Central Dispatch Seepage Remediation Project

Invoice: Tricom07.29.2021 (Final Payout – Pay app #5)

Owner's Representative: Joe Schelstreet

Date: 07/23/2021

Architect: FGM – Jason Estes

1.	Previous Payments	\$670,340.00
2.	This Payment	\$9,470.00
3.	Balance including retainage	\$0.00
Total	Payment due	\$9,470.00



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approval of Change Order #2 for the 10 th Street Tower Project		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	September 22, 2021		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Regular Meeting	<input type="checkbox"/>	Special Meeting _____
<input type="checkbox"/>	Other -	<input type="checkbox"/>	_____
Estimated Cost: \$2,860		Budgeted?	YES X NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
<p>The installation of the radio rack equipment of the 10th street tower requires specific electrical connections. This is necessary to ensure that the equipment remains connected to their power source. In order for the racks to fit in the room as drawn on the plan, they had to be rotated in order to not interfere with the access to City of St. Charles equipment. This rotation required the relocation of certain electrical connections and the need for this additional electric work. This expense is still within the budgeted amount for the project.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: (please list)			
Reef Change Order #2			
Recommendation / Suggested Action: (briefly explain)			
Staff requests approval of Change Order #2 for the 10 th Street Tower			



MBE/DBE General Contractors
1112 W Boughton Rd. #262. Bolingbrook IL 60440.
www.reefcontractors.us

Estimate: C/O #2 Additional electrical work

Client: Water Tower – City of Geneva

Date: 08/25/2021

Attention: Mr. Joe Schelstreet

1.	Procure and install additional electrical quad boxes (4), twist locks (3), Rewiring and removal of previously installed equipment	\$2,860.00
Total		\$2,860.00

*Estimate is valid for 10 days

** If accepted, please send signed proposal back to us.

Thank you.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approval of the Addendum to the Radio Management Subscription Services Agreement		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	September 22, 2021		
Please Check Appropriate Box:			
<input type="checkbox"/>	Regular Meeting	x	Special Meeting _____
<input type="checkbox"/>	Other -		
Estimated Cost: N/A		Budgeted?	YES X NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
<p>The BOD had requested follow up on the Radio Management Subscription Services Agreement in order to clarify two issues prior to authorizing the purchase of replacement radios. Those two items included verification that the legacy radios would be retained by the Tri-Com agencies and that our remaining radios that were contained within the original purchase can all accept the flash upgrade for WIFI programming. Both of these items have been confirmed by Motorola within the Amendment #1 document. This document was reviewed and approved by our attorney.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: (please list)			
Addendum to the Subscription Services Agreement			
Recommendation / Suggested Action: (briefly explain)			
Staff requests approval of the Addendum to the Radio Management Subscription Services Agreement			

**AMENDMENT NO. 1
TO THE SUBSCRIPTION SERVICES AGREEMENT
BETWEEN TRI-COM CENTRAL DISPATCH AND MOTOROLA SOLUTIONS, INC.**

This Amendment to the March 30, 2021, Subscription Services Agreement (“Agreement”) is made and entered into between Motorola Solutions, Inc. (“Motorola”) and Tri-Com Central Dispatch (“Customer”), a political subdivision of the State of Illinois, who now enter into this “Amendment”. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into the Agreement on March 30, 2021, for the purchase of device management services; and,

WHEREAS, pursuant to provision 16.15 of the Agreement, the Parties now wish to enter into this Amendment to provide for additional provisions relating to the flash upgrades.

NOW, THEREFORE, in consideration of the mutual promises and the good and valuable consideration thereof, the Parties hereby enter into this Amendment No. 1. All terms and conditions of the Agreement shall remain in full force and effect, except as modified herein solely for the purpose of the work being performed under this Amendment. If any conflicts arise due to this Amendment, this Amendment’s additional/supplemental terms and conditions shall prevail over the Agreement. The Parties agree that the following provisions are incorporated into this Amendment for the purposes of carrying out the work included in the Proposal:

1. Section 16.16 as set out below is hereby added to the Agreement:

16.16 **Flash Upgrades.** Motorola confirms that the following types of radios can accept the Wi-Fi flash upgrades as set out in the Statement of Work:

H91TGD9PW7 N APX 8000 ALL BAND PORTABLE MODEL 3.5
M37TSS9PW1 N APX8500 ALL BAND MP MOBILE
H98UCF9PW6BN APX6000 700/800 MODEL 2.5 PORTABLE

2. Section 16.17 as set out below is hereby added to the Agreement:

16.17 **Legacy Radios.** Motorola confirms that subject to the applicable Software License Agreement and any applicable Lease Agreement, radios purchased by the Customer from Motorola remain the property of Customer.

The Parties hereby enter into this Amendment as of the last date signed below:

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agenda Item:	Approval of the Purchase, Installation and Required Programming of 35 APX 6500 Radios		
Presenter & Title:	Executive Director Joe Schelstreet		
Date:	September 22, 2021		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Regular Meeting	<input type="checkbox"/>	Special Meeting
<input type="checkbox"/>	Other -	<input type="checkbox"/>	
Estimated Cost: \$ 100,624.30		Budgeted? ETSB	YES <input checked="" type="checkbox"/> NO
<i>If NO, please explain how the item will be funded:</i>			
Executive Summary:			
<p>In order to implement the Radio Management Program, the current APX 6500 radios contained within the fleet must be upgraded so that they may include WIFI programming capability. The inability to receive this feature was not identified by Motorola during the negotiations over the radio management program so they are offering significant discounts as identified in the quote contained in the packet. Previously, the Board had discussed this upgrade purchase and identified ETSB reserve monies as the possible source of project funding. The ETSB resolutions have been prepared and will be voted on during their November 18 meeting. The total quote for 35 APX 6500 radios is \$96,599.30. The required switching out and programming of the new radios by Chicago Communications is \$4,025. The project total is \$100,624.30.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • APX 6500 Radio Purchase Quote 			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff requests that the Board of Directors approve the purchase, installation and required programming of 35 APX 6500 radios.			

Tri-Com
Attn: Joe Schelstreet
3823 Karl Madsen Drive
St Charles, Illinois 60175

Project: APX6500 swap existing radios and program

Swap out and program 35 existing APX6500's for the enhanced APX6500's mobiles located in vehicles for St. Charles PD, Batavia PD, Batavia PD, and Waubensee Community College.

Total: \$4,025.00

Thank you
Todd Niccum
Government Account Executive
Chicago Communications, LLC
(o) 630-993-4265
(c) 630-280-7738
tniccum@chicomm.com



TRI-COM CENTRAL DISPATCH

06/22/2021

06/22/2021

TRI-COM CENTRAL DISPATCH
3823 KARL MADSEN DR
SAINT CHARLES, IL 60175

Dear ,

Motorola Solutions is pleased to present TRI-COM CENTRAL DISPATCH with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide TRI-COM CENTRAL DISPATCH with the best products and services available in the communications industry. Please direct any questions to John Plavsic at John.Plavsic@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

John Plavsic

Billing Address:
 TRI-COM CENTRAL DISPATCH
 3823 KARL MADSEN DR
 SAINT CHARLES, IL 60175
 US

Quote Date:06/22/2021
 Expiration Date:09/20/2021
 Quote Created By:
 John Plavsic
 John.Plavsic@
 motorolasolutions.com

End Customer:
 TRI-COM CENTRAL DISPATCH

INCO Terms:CIF
 Freight Terms:FREIGHT PREPAID
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	35	\$2,738.00	\$958.30	\$33,540.50
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	35	\$5.00	\$1.28	\$44.80
1b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	35	\$334.95	\$334.95	\$11,723.25
1c	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	35	\$0.00	\$0.00	\$0.00
1d	G66BF	ADD: DASH MOUNT O2 APXM	35	\$125.00	\$43.75	\$1,531.25
1e	GA00580AA	ADD: TDMA OPERATION	35	\$450.00	\$157.50	\$5,512.50
1f	G51AU	ENH: SMARTZONE OPERATION APX6500	35	\$1,200.00	\$420.00	\$14,700.00
1g	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	35	\$0.00	\$0.00	\$0.00
1h	GA09001AA	ADD: WI-FI CAPABILITY	35	\$300.00	\$105.00	\$3,675.00
1i	G843AH	ADD: AES ENCRYPTION AND ADP	35	\$475.00	\$166.25	\$5,818.75
1j	GA00804AA	ADD: APX O2 CH (GREY)	35	\$492.00	\$172.20	\$6,027.00
1k	G89AC	ADD: NO RF ANTENNA NEEDED	35	\$0.00	\$0.00	\$0.00



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	35	\$0.00	\$0.00	\$0.00
1m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	35	\$515.00	\$180.25	\$6,308.75
1n	W969BG	ADD: MULTIKEY OPERATION	35	\$330.00	\$115.50	\$4,042.50
1o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	35	\$300.00	\$105.00	\$3,675.00
1p	G142AD	ADD: NO SPEAKER APX	35	\$0.00	\$0.00	\$0.00
1q	G90AC	ADD: NO MICROPHONE NEEDED APX	35	\$0.00	\$0.00	\$0.00

Product Services

Grand Total
\$96,599.30(USD)

Notes:



Communications Products Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"
Exhibit B Motorola Proposal/Quote dated _____

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.2. "Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.
- 2.3. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.4. "Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.
- 2.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.6. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.7. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.8. "Non-Motorola Software" means Software that another party owns.
- 2.9. "Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.10. "Products" mean the Equipment and Software provided by Motorola under this Agreement.

2.11. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so,

identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a “Priced Options” exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is _____, due and payable upon Acceptance.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products and for services when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier’s check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer’s reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

5.5.

The Equipment will be shipped to the Customer at the final, following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Products.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

10.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Florida. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

Section 12 INDEMNIFICATION

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All Deliverables will be deemed to be Motorola's Confidential Information. Subject to Florida Chapter 119, and during the term of this agreement and for a period of three (3) years from the expiration or termination of this agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this agreement; and (vi) only use the Confidential Information as needed to fulfill this agreement.

14.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this agreement.

14.1.3. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain

one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 WAIVER. Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right

or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

The Parties hereby enter into this Agreement as of the Effective Date. This Agreement may be executed by each of the Parties hereto in separate counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software,

the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the

Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the

transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

Motorola Proposal dated _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approval of StarCom Talk Group MOU's with the Village of North Aurora		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	September 22, 2021		
<i>Please Check Appropriate Box:</i>			
<input type="checkbox"/>	Regular Meeting	x	Special Meeting _____
<input type="checkbox"/>	Other -		
Estimated Cost: N/A		Budgeted? N/A	YES
			NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
<p>During the February 10, 2021 BOD Meeting, the Board approved an MOU with the City of Aurora that allowed their access (including the North Aurora Police Department) to several of our talk groups. At this time, the North Aurora Police Department has signed an agreement with Starcom and obtained their own fleetmap and talk groups and they would like to give us access to those. They have also requested that the Board authorize the Village of North Aurora specifically to have access to the same talk groups as are contained within the Aurora MOU. The North Aurora Police and Fire Departments would experience an immediate enhancement as they could communicate on the same platform. This MOU utilizes our standard format, which has been approved by our attorney.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
Proposed StarCom Talk Group MOU's with the Village of North Aurora			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff requests approval of the proposed StarCom Talk Group MOU's with the Village of North Aurora.			

TALKGROUP ACCESS AGREEMENT

This agreement is hereby made and entered into this 20th day of JULY, 2021 by and between the North Aurora Police Department (hereinafter referred to as "Agency") and Tri-Com Central Dispatch, (hereinafter referred to as "Tri-Com") and.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Grant of Access. Agency hereby authorizes Tri-Com and only those personnel members whose names Tri-Com provides to the Agency to access the following (hereinafter referred to collectively as "Talkgroups"):

NAPD MAIN, NAPD2-3, NAPD TAC, NAPD TAC 2, NAURORAOEM, NAUROROEM-2

Scope of Use. Recognizing the need to control the use of these Talkgroups and in accordance with the State of Illinois Starcom21 policies and procedures, Tri-Com agrees to limit the use of the Talkgroups to Emergency Notifications (serious incidents, serious traffic crashes, and active fires), Coordination of Joint Operations and Mutual Aide Responses (Natural and Man-Made Disasters, Mass Casualty Incidents, Police, Fire, EMS, HAZMAT, Rescue Operations, and Training).

Tri-Com shall, at all times, ensure that its personnel utilize its access to Talkgroups in strict conformance with the provisions of this agreement, its application to the Agency, and such rules and policies as the Agency or its subordinate entities may from time to time establish. Tri-Com shall not permit its personnel to utilize Tri-Com access to Talkgroups in any manner that exceeds this scope of use or in violation of law.

Termination. Tri-Com may terminate its access to Talkgroups at any time by providing written notice to the Agency. The Agency may terminate Tri-Com access to Talkgroups at any time for any reason with or without written notice.

Indemnification.

(a) Tri-Com shall, at all times, fully indemnify, hold harmless, and defend the Agency and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of use of Talkgroup by Tri-Com and its employees, or because of any act or omission, neglect or misconduct of Tri-Com, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for Tri-Com's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). The foregoing obligation of Tri-Com to indemnify shall not be limited by reason of insurance or immunity.

(b) Nothing contained herein shall be construed as prohibiting the Agency and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. Tri-Com shall likewise be liable for the costs, fees and expenses incurred in defense of any such claims, actions, or suits.

(c) Tri-Com shall be liable for any damages incurred as a result of its errors, omissions or negligent acts.

Duty to Contract for Access, Costs. Tri-Com shall contract with the applicable entity for access to the system on which the Talkgroup operates. Tri-Com shall be solely responsible for all costs associated with its access to the Talkgroup. Tri-Com shall be solely responsible for the acquisition of any equipment it requires to access Talkgroup.

Notices. All notices required to be given pursuant to this agreement shall be in writing and addressed to the parties at their respective addresses set forth below:

If to Tri-Com:
Joe Schelstreet: Executive Director
Tri-Com Central Dispatch
3823 Karl Madsen
St. Charles, IL 60175

If to the North Aurora Police Department
Chief David Fisher
200 S. Lincolnway
North Aurora, IL 60542

Covenant Not to Sue. In consideration of the Agency's grant of access to Talkgroups, Tri-Com covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the Agency, its Board of Directors, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this agreement to the extent authorized by law. In no event shall the Agency be liable to Tri-Com for monetary damages for any reason whatsoever.

Representations. Tri-Com represents that it has the authority to enter into this agreement and undertake the duties and obligations contemplated by this agreement and that it has taken or caused to be taken all necessary action to authorize the execution. Further, Tri-Com represents that the signatory of this agreement has the authority to bind Tri-Com to all obligations herein contained.

Survival. Tri-Com's obligations pursuant to the sections herein under the headings entitled "Indemnification" and "Covenant Not to Sue" shall survive the termination of this agreement.

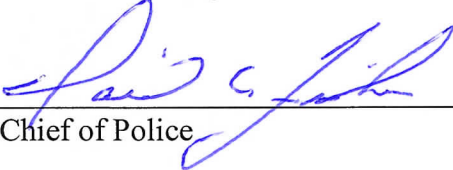
Assignment. Neither Tri-Com nor any of its personnel may assign or transfer any rights afforded to it under this agreement to any third party for any purpose without the express written permission of the Agency.

Venue. This agreement shall be subject to the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in the Circuit Court of Kane County, Illinois.

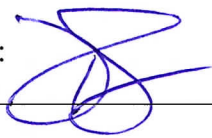
Severability. The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise enforceable for any reason, the remainder of this agreement shall remain in full force and effect.

North Aurora Police Department:

Tri-Com Central Dispatch:

By: 
Chief of Police

By: _____

Attest: 

Name/Print: _____

Title: _____

Title: P. W. CYKO SERGEANT

TALKGROUP ACCESS AGREEMENT

This agreement is hereby made and entered into this 28th day of July, 2021 by and between Tri Com Central Dispatch, an Illinois Intergovernmental Cooperation Agency of the Cities of St. Charles, Batavia and Geneva, Illinois (hereinafter referred to as "Agency") and the Village of North Aurora, Illinois, a municipal corporation (hereinafter referred to as "Village").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Grant of Access. The Agency hereby authorizes the Village and only those personnel members whose names the Village provides to the Agency to access the following (hereinafter referred to collectively as "Talkgroups"):

PD 1, PD 2, Fire Main, Fire South, North Aurora OPS, Investigations 1-4, Events 1-6, Train 1-2

Scope of Use. Recognizing the need to control the use of these Talkgroups and in accordance with the State of Illinois Starcom21 policies and procedures, the Village agrees to limit the use of the Talkgroups to Emergency Notifications (serious incidents, serious traffic crashes, and active fires), Coordination of Joint Operations and Mutual Aide Responses (Natural and Man-Made Disasters, Civil Disturbance, Mass Casualty Incidents, Police, Fire, EMS, HAZMAT, Rescue Operations, and Training).

The Village shall, at all times, ensure that its personnel utilize its access to Talkgroups in strict conformance with the provisions of this agreement, its application to the Agency, and such rules and policies as the Agency or its subordinate entities may from time to time establish. The Village shall not permit its personnel to utilize the Village's access to Talkgroups in any manner that exceeds this scope of use or in violation of law.

Termination. The Village may terminate its access to Talkgroups at any time by providing written notice to the Agency. The Agency may terminate the Village's access to Talkgroups at any time for any reason with or without written notice.

Indemnification.

(a) The Village shall, at all times, fully indemnify, hold harmless, and defend the Agency and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of use of Talkgroup by the Village and its employees, or because of any act or omission, neglect or misconduct of the Village, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Village's violation of

the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). The foregoing obligation of the Village to indemnify shall not be limited by reason of insurance or immunity.

(b) Nothing contained herein shall be construed as prohibiting the Agency and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Village shall likewise be liable for the costs, fees and expenses incurred in defense of any such claims, actions, or suits.

(c) The Village shall be liable for any damages incurred as a result of its errors, omissions or negligent acts.

Duty to Contract for Access, Costs. The Village shall contract with the applicable entity for access to the system on which the Talkgroup operates. The Village shall be solely responsible for all costs associated with its access to the Talkgroup. The Village shall be solely responsible for the acquisition of any equipment it requires to access Talkgroup.

Notices. All notices required to be given pursuant to this agreement shall be in writing and addressed to the parties at their respective addresses set forth below:

If to the Village:
Chief David Fisher
North Aurora Police Department
200 S. Lincolnway
North Aurora, Illinois 60542

If to the Agency:
Joe Schelstreet, Executive Director
Tri Com Central Dispatch
3823 Karl Madsen
St. Charles, IL 60175

Covenant Not to Sue. In consideration of the Agency's grant of access to Talkgroups, the Village covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the Agency, its council members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this agreement to the extent authorized by law. In no event shall the Agency be liable to the Village for monetary damages for any reason whatsoever.

Representations. The Village represents that it has the authority to enter into this agreement and undertake the duties and obligations contemplated by this agreement and that it has taken or caused to be taken all necessary action to authorize the execution. Further, the Village represents that the signatory of this agreement has the authority to bind the Village to all obligations herein contained.

Survival. The Village's obligations pursuant to the sections herein under the headings entitled "Indemnification" and "Covenant Not to Sue" shall survive the termination of this agreement.

Assignment. Neither the Village nor any of its personnel may assign or transfer any rights afforded to it under this agreement to any third party for any purpose without the express written permission of the Agency.

Venue. This agreement shall be subject to the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois.

Severability. The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise enforceable for any reason, the remainder of this agreement shall remain in full force and effect.

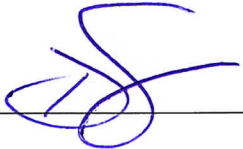
VILLAGE OF NORTH AURORA:

AGENCY:

By: 
Chief of Police

By: _____

Name/Print: _____

Attest: 

Title: _____

Title: SERGEANT



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approval of Starcom Project Change Order #8 and the Purchase of the Genesis Multi Select Manger Software		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	September 22, 2021		
<i>Please Check Appropriate Box:</i>			
<input type="checkbox"/>	Regular Meeting	x	Special Meeting _____
<input type="checkbox"/>	Other -		_____
Estimated Cost: \$44,555		Budgeted?	YES NO X
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
<p>The Fire agencies have indicated that they are interested in making the simulcasting of radio dispatches on both Starcom and VHF permanent. In order to reduce the steps needed, and diminish the opportunity for mistakes, Motorola has provided a quote for Genesis Multi Select Manger Software. The Multi-Select Manager application detects Page Queue events and automatically creates a multi-select containing the set of resources that were paged as part of the Page Queue. This multi-select is opened at the end of the page queue event, allowing the dispatcher to communicate to the group. The software can also automatically close this multi-select after a configurable amount of time with no console transmissions. Acceptance of Change Order #8 will provide for the purchase of the software and move out the final project acceptance date to December 17 of this year.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: (please list)			
Starcom Change Order #8			
Recommendation / Suggested Action: (briefly explain)			
Staff requests approval of Starcom Project Change Order #8 and the Purchase of the Genesis Multi Select Manger Software			

Change Order No. 8
Date: June 28, 2021
Project Name: STARCOM21 Conversion Project
Customer Name: TRI-COM Central Dispatch
Customer Project Mgr: Joe Schelstreet

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Addition of TRICOM Genesis Multi Select Manager software.

The Page Multi-Select Manager application detects Page Queue events and automatically creates a multi-select containing the set of resources that were paged as part of the Page Queue. This multi-select is opened at the end of the page queue event, allowing the dispatcher to communicate to the group. The software can also automatically close this multi-select after a configurable amount of time with no console transmissions. This multi-select can then be used later to do a follow up transmission to the page group after the initial transmission ends. The dispatcher can use the Elite multi-select interface to do this, or our software can provide a custom on screen button to perform this action.

In addition, the software can also automate playing an alert tone out on the page group prior to the dispatcher's making their voice transmission.

Extend final acceptance date from July 16, 2021 to December 17, 2021

Contract # The Communications System and Services Agreement between Motorola Solutions, Inc. and Tri-Com Central Dispatch dated September 25, 2018
Contract Date: September 25, 2018

In accordance with the terms and conditions of the contract identified above between TRI-COM Central Dispatch and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$3,830,383
Previous Change Order amounts for Change Order [] number [] \$	\$ 241,316
This Change Order:	\$ 45,555
New Contract Value:	\$4,117,254

Completion Date Adjustments

Original Completion Date:	August 31, 2019
Current Completion Date prior to this Change Order:	July 16, 2021
New Completion Date:	December 17, 2021

Changes in Equipment: *(additions, deletions or modifications)* **Include attachments if needed**

No Change

Changes in Services: *(additions, deletions or modifications)* **Include attachments if needed**

Addition of TRICOM Genesis Multi Select Manager software.

The Page Multi-Select Manager application detects Page Queue events and automatically creates a multi-select containing the set of resources that were paged as part of the Page Queue. This multi-select is opened at the end of the page queue event, allowing the dispatcher to communicate to the group. The software can also automatically close this multi-select after a configurable amount of time with no console transmissions. This multi-select can then be used later to do a follow up transmission to the page group after the initial transmission ends. The dispatcher can use the Elite multi-select interface to do this, or our software can provide a custom on screen button to perform this action.

In addition, the software can also automate playing an alert tone out on the page group prior to the dispatcher's making their voice transmission.

Schedule Changes: *(describe change or N/A)*

Extend final acceptance date from July 16, 2021 to December 17, 2021

Pricing Changes: *(describe change or N/A)*

Total contract increase of \$45,555 to \$ 4,117,254

Customer Responsibilities: *(describe change or N/A)*

Provide the equipment and access to the MCC7500 operator positions and system the Genesis Multi Select Manager software will be installed on.

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

100% of this Change Order will be invoiced upon acceptance of this change order. Due Net 30 days



CHANGE ORDER

TRI-COM Central Dispatch CO8

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions,
Inc.**

Customer

By: _____
Printed Name: Jennifer Klein
Title: Field Resource Manager
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Reviewed by: Debra L Brown
Motorola Solutions Project Manager

Date: _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approval of the CAD Fire Occupancy Interface Proposal		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	September 22, 2021		
<i>Please Check Appropriate Box:</i>			
<input type="checkbox"/>	Regular Meeting	x	Special Meeting _____
<input type="checkbox"/>	Other -		
Estimated Cost: \$26,735		Budgeted?	YES NO X
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
<p>Tri-Com currently maintains an interface with the Firehouse software that our Fire Agencies utilize as their current RMS. This interface allows for the updating of a significant amount of data and is key to the maintenance of emergency contact lists that are utilized by both the fire and police agencies. As Firehouse has reached its end of life and is being replaced with ESO software, the fire agencies have made the decision to migrate to ESO. Since ESO does not currently offer an inter-face, or the API to develop an interface with our CAD, an innovative solution is called for. This solution requires the purchase of new software, as well as additional licensing, to allow for the temporary ability to access the information currently available as well as for the ability of each fire agency to keep it current.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
Memorandum of Explanation of the CAD Fire Occupancy Interface			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff requests approval of the CAD Fire Occupancy Interface Proposal			



TRI-COM CENTRAL DISPATCH

CAD Fire Occupancy Interface Proposal

Date: August 2, 2021

Objective

Procure a consistent and reliable alternative to update Tri-Com's FireHouse Occupancy database while member Fire Departments complete the switch from FireHouse Software to ESO Fire Software over the next twelve to eighteen months. As of August 1, 2021, two member agencies will be transitioned to ESO Fire with two more departments tentatively completing the conversion by January 1, 2022.

Background and Relevance

The Central Square OneSolution CAD system's FIRE button is a key component to the CAD that supports emergency communications and field unit operations. The FIRE button allows for access of critical data available in the fire department's commercial occupancy database relevant to each call for service; this includes phone numbers, emergency contacts, building plans, needed fire flow, and hazardous materials. The FireHouse data accessed through the FIRE button in CAD currently serves as an essential information hub for Emergency Communications staff, Police officers and Fire fighters alike.

The Central Square OneSolution CAD system that Tri-Com utilizes has a two-way query interface to occupancy data in ESO's FireHouse Software. When fire occupancy data is present at a valid call for service, the FIRE button on the CAD Window, MCT and Freedom turns red. This alerts the user that occupancy information is available. As mentioned, this information is viewable in the ECC in via CAD, as well as in the field by both responding police and fire units via MCT or Freedom. Seven fire departments currently share their FireHouse Occupancy data with Tri-Com through a copy of their database and a weekly export/import process to the occupancy data.

The OneSolution CAD currently has two-way interface capabilities to ZOLL Fire, FireHouse, FireWorks or Emergency Reporting's fire software. CAD can only utilize one fire interface connection at a time; therefore agencies utilizing an alternate software, such as ESO Fire or Image Trend, will not be able to share their occupancy information with other Tri-Com member agencies.

ESO's FireHouse software has been deemed End of Life and Tri-Com's member fire agencies have made the decision to migrate to ESO's Fire Software program. Currently, our CAD vendor does not have an interface available for occupancy data from ESO Fire Software. ESO cannot yet tell us when an API (Application Programming Interface) will be available, therefore Central Square is unable to quote a cost to develop one for our needs. Presently, Tri-Com stores a copy of the South Elgin Fire Department's FireHouse occupancy data that is utilized by the South Elgin Police Department for emergency contact and other building information. Any Tri-Com agencies assisting South Elgin Fire as mutual aid are also able to see the occupancy data while en route or on scene at an incident in South Elgin. We will likely lose this information for South Elgin Police because South Elgin Fire is moving their RMS to Image Trend.

Tri-Com has had a FireHouse database and the CAD interface has been in service since October 2016. However, there are limitations to utilizing a copy of data from seven agencies that can create inconsistencies. We have struggled through these limitations and this process has never been 100% accurate.

When changes are made to the fire department's database, an export of those changes is delivered to Tri-Com's network and manually uploaded into Tri-Com's occupancy database. This procedure is not a complete record overwrite; it is a comparison of the records where new data is added, not always overwritten, if there is not an exact match to a contact. With this limitation, it is not impossible for Tri-Com to have old data in our database along with new. Inconsistent data is not useful and adds extra time and effort in relaying correct data to responding agencies and in maintaining the database.

When all member agency fire departments move to the ESO Fire Software, the following will happen:

- ESO Fire does not have the means to export data out of their system like FireHouse does. Therefore the weekly export/import to update information will no longer be possible.
- Until ESO's API is available and Central Square can quote a cost for developing an interface to suit our needs the FIRE Button in CAD:
 - Tri-Com will no longer utilize any emergency contact information in the FIRE button after December 31, 2021.
 - Battalion Chiefs or Command on an incident will be responsible for notifying emergency contacts through their access to Emergency Reporting. Tri-Com will only be able to make contact with keyholders provided by an Alarm Company, if available.
 - The FIRE button will be disabled (grayed out) completely for the Police. The FIRE button will remain available for the Fire units only to access building drawings – personnel will be advised to disregard any other information in the FIRE button as it may not be current.
 - Tri-Com's FireHouse license is valid until August 31, 2022.

As previously mentioned the member fire departments have been sharing this information with each other for over five years. It has been a useful and reliable tool for first-in units and well as mutual aid companies that may be the first to arrive on scene. With a button click, they can see where utility shut offs are located, access codes to make entrance to a building, any fire hazard or other caution pertaining to a structure or a patient, along with keyholders, hazardous materials and needed fire flow. Losing this information in the field will likely affect operations and increase first responder safety concerns.

Previous Actions

September 2020: Tri-Com requested information from Central Square, to see if there were any plans to create a new query interface to the preplan and occupancy data in ESO Fire software.

April 2021: Tri-Com requested a formal quote and scope of work to develop a custom query interface to the ESO Fire software. However, without an API available, Central Square is unable to quote the work needed for our request. The quote and scope have been tabled until the API is available.

May 2021: Tri-Com requested a formal quote from Central Square for data conversion to reformat and import occupancy data from member agencies into CAD tables. The timeline for available project staff, management and hours needed would have pushed the beginning of this project to end of 2021.

- Conversion and upload of the vetted and validated FireHouse occupancy contacts and preplan drawings for each of its six member agencies into the CAD contacts and attachments database in CAD has been quoted by Central Square at the cost of approximately \$19,000. This is a one-time conversion and any maintenance thereafter to that would be a manual process. Continued maintenance of these entries would be manual through removal and update of each record change reported. This will add an undetermined amount of maintenance hours to the CAD system currently managed by one person.

July 2021: ESO announced its acquisition of Emergency Reporting in the hopes of merging the two systems into a best-of-both-worlds platform. This announcement could mean the API availability could be delayed further. More information on the roadmap and transition will be forthcoming in the weeks ahead.

Alternative (Interim) Proposal

Licensing

- Tri-Com purchases licensing for and implements the Fire Prevention Package for Emergency Reporting.
Software and Services Total: \$22,850
- Queries would be run from FireHouse to retrieve the data necessary from FireHouse, which would be formatted and uploaded to Tri-Com's database by Emergency Reporting.
- Additionally, Tri-Com would purchase a license for the Emergency Reporting Occupancy Query Interface and implement this in CAD in place of the current FireHouse Query Interface.
Software, Services and API Access Total: \$3,885

The Emergency Reporting interface would then visually provide the same essential information seen today in the FIRE button through FireHouse and would continue to be available in CAD, MCT and Freedom for CAD, and all first responders.

Content Maintenance

- Tri-com will give access to designees at each Fire agency (Including South Elgin) to maintain upkeep of the contacts and occupancy information in Emergency Reporting.
- These entries will be done in addition to the updates done in ESO Fire by the FDs.
- User instructions and workflow will be created by Tri-Com so that the information and formatting is consistent across the departments.

Fiscal Impact

License and implementation costs for Emergency Reporting Fire Prevention Package: **\$3885**

License and Implementation costs for Emergency Reporting Occupancy Query Interface for CAD and Mobile through Central Square: **\$22,850**

Total Implementation Cost: \$26,735

Follow-On Annual Maintenance Costs:

Central Square: **\$3400/annually**
Emergency Reporting: **\$2,790/annually**

Current Follow-On Annual Maintenance Costs:

Central Square: **\$2080/annually**
ESO Firehouse: **\$520/annually**

Conclusion

This proposed alternative will allow functionality in CAD, MCT and Mobile to continue almost seamlessly until ESO completes the API needed to develop the custom interface allowing access directly to each agencies existing ESO information. As previously mentioned, a \$19,000 one-time upload of contacts and attachments into our CAD was not ideal and the countless hours for ongoing maintenance are not practical. Removing the information would impact not only the fire agencies but also the police, and put a burden of making emergency contacts on the fire departments; this is also not a practical option.

Tri-Com's mission has always been to get the right resources to the right location and to protect the lives, property and safety of our communities and our first responders. If Tri-Com implements the Emergency Reporting interface and database, we will continue to achieve our mission for our fire and police agencies and provide accurate information available in real-time. Our goal is not to step backwards in functionality in the ECC and certainly not on the scene.

Thank you for your time and consideration. If I can answer any questions or provide any additional information, please let me know.

Respectfully Submitted,

Tammy Kleveno
Tri-Com CAD Systems Administrator

Exhibit A – Emergency Reporting FIRE screens in OSMCT

Dispatch 19000057 (Ref #770)

Event

Ref: **35-DEAD ANIMAL IN THE ROAD**

Street: **2000 HEMPSTEAD; EMD**

Add. St:

X St 1:

X St 2:

Busi:

Rpt #:

Name:

Phone:

Units: **231, 232**

Radio Ch: **None**

Notes [+ Add Note](#)

No Items

Map

Map Satellite

Map data ©2019 Google Terms of Use Report a map

Unit: 231 User: PSMITH (SCSO): TX | Dispatched at 2010 HEMPSTEAD - [Ref# 770] | Day/Night Toggle | Log Out | Online

Main tab

Chevron Nevada City

Name: **Chevron Nevada City** Address: **301 Sacramento ST**

Main Site Info Chemicals Access Contacts

Occupancy Category: **Mercantile / Mercantile**

Building Status: **Occupied and operating**

Construction Type: **Fire Resistive**

Roof Type/Material:

Floors: **1** Basement Present **NO**

Height: Length: **0.0** Width: Sq. Ft.: **1500.0** Needed Fire Flow: **232.355762872** Fire Load: **0.6665999999999999**

Occupancy Notes: **301 Sacramento St**

Exit

Site Info (information) tab

Chevron Nevada City

Name: **Chevron Nevada City** Address: **301 Sacramento ST**

Main | **Site Info** | Chemicals | Access | Contacts

Description	Comments
SPRINKLERS AVAILABLE	1
YEAR BUILT	1978

Notes: **1**

Exit

Unit: 231 User: PSMITH (SCSO) | TX | Out of Service at 301 SACRAMENTO ST | Day/Night Toggle | Log Out | Online

Chemicals tab

Chevron Nevada City

Name: **Chevron Nevada City** Address: **301 Sacramento ST**

Main | Site Info | **Chemicals** | Access | Contacts

Name	Qty	Units	Location
PROPANE	1	GALLONS	BACK

Storage

Location: **Back** Quantity: **1**

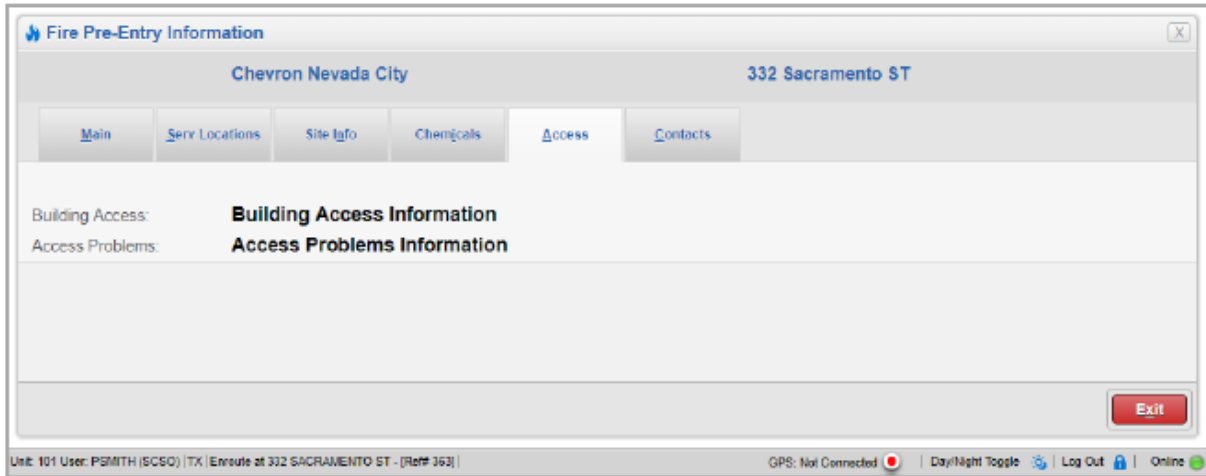
Est. Container Capacity: **250** Container Type: **Tank or silo**

CAS#: **9018**

Exit

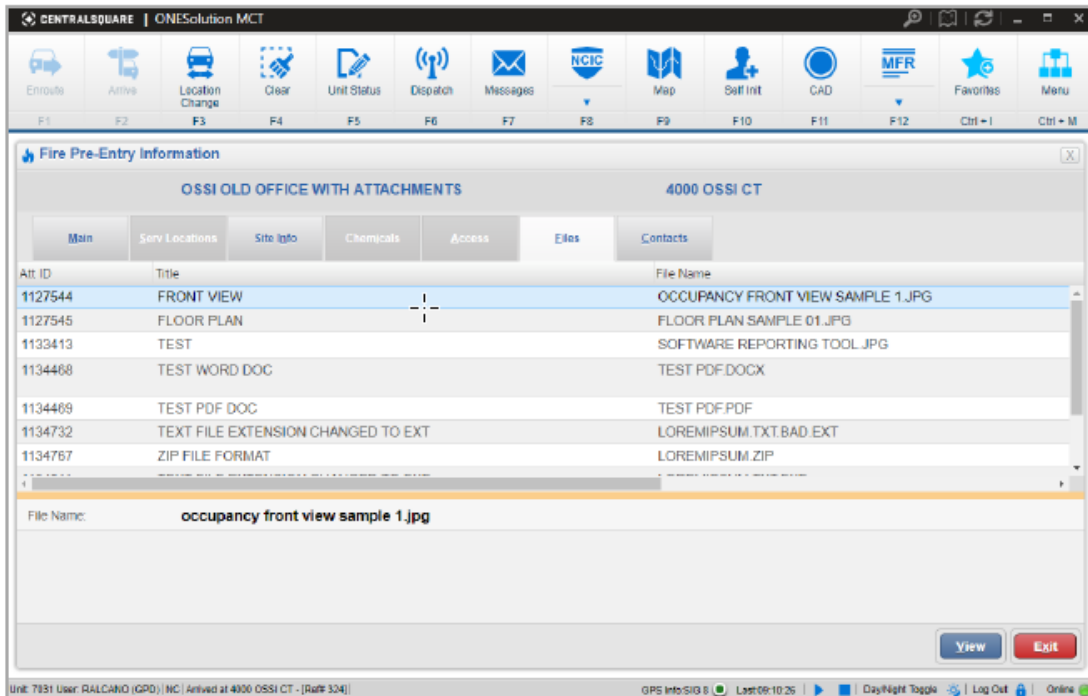
Unit: 231 User: PSMITH (SCSO) | TX | Out of Service at 301 SACRAMENTO ST | Day/Night Toggle | Log Out | Online

Access tab



Files tab

The **Files** tab in the **Emergency Reporting Occupancy Database Query** window is active if file attachments are present. To open a list of file attachments, select **Files**. To view a specific attachment, select the attachment and select **View**.



Contacts tab

Chevron Nevada City

Name: **Chevron Nevada City** Address: **301 Sacramento ST**

[Main](#) [Site Info](#) [Chemicals](#) [Access](#) [Contacts](#)

Last Name	First Name	Contact Type	City	State
BRADLEY	JOSH	BUILDING MAINTENA...	NEVADA CITY	CA

Phone #: **555.555.5555** Office #: **111.111.111**
After Hrs #: **999.999.999** Cell #: **666.222.333**
Pager #: **555.555.5555** Home #: **222.222.222**
Fax #: **555.444.3333**

Street Number: **301** Prefix:

Exit

Job: 231 User: PSMITH (SCSO) TX | Out of Service at 301 SACRAMENTO ST | Day/Night Toggle Log Out Online

Exhibit B – Emergency Reporting FIRE screens in Freedom

Dispatch 2019000615 (Ref #363)

Nature

Hot Prem Hist Alert Wait **Fire**

Nat: 36-HOSTAGE SITUATION

Priority: 2

Location

Street: [332 SACRAMENTO ST](#)

Call

Notes Radio Log

Ref #: 363

Time: 03/21/2019 10:13

Event #: 2019000615

Rpt #: 2019-00050

Miscellaneous

Names Vehicles

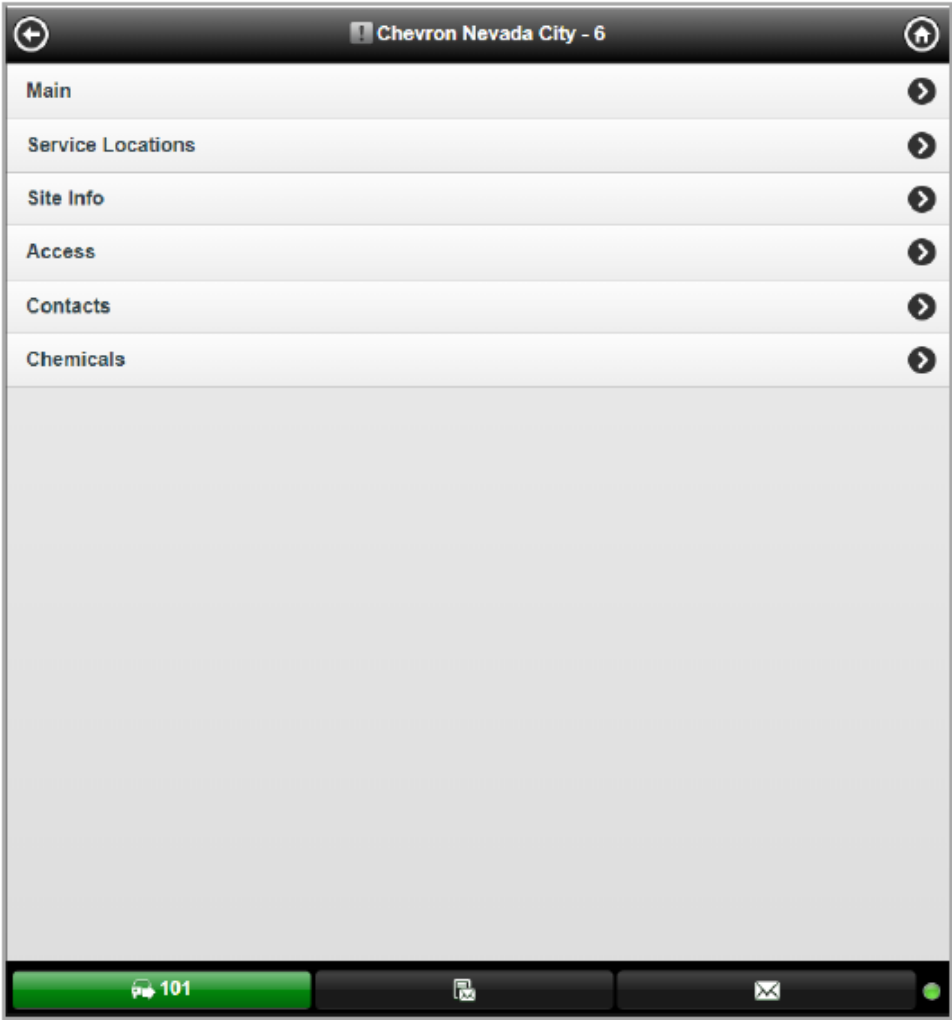
Veh St: TX

Pri. Unit: 101

Arrive Change Pri. Unit Exit

101

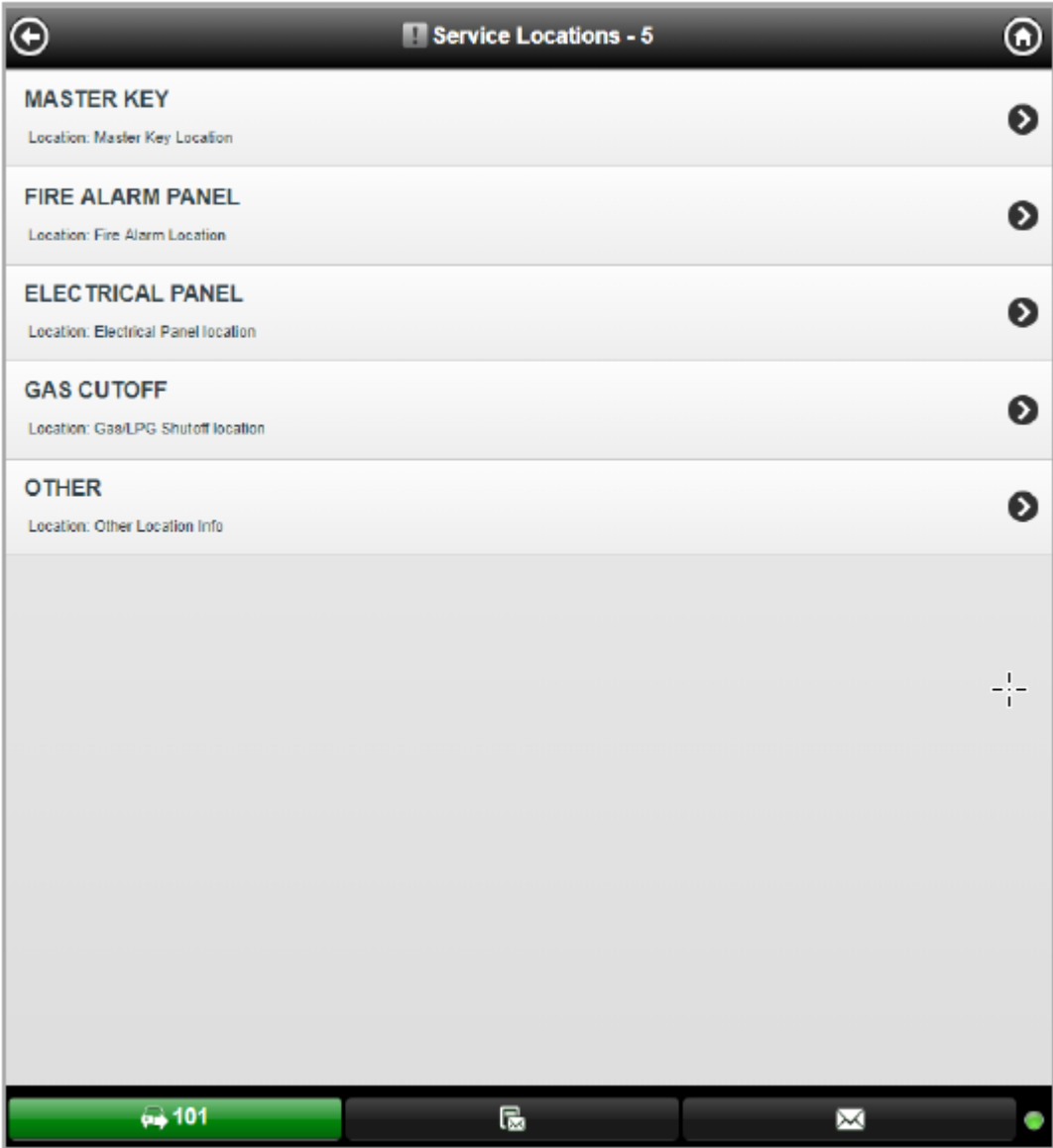
The following image is an example of a menu that shows available information for the occupant record:



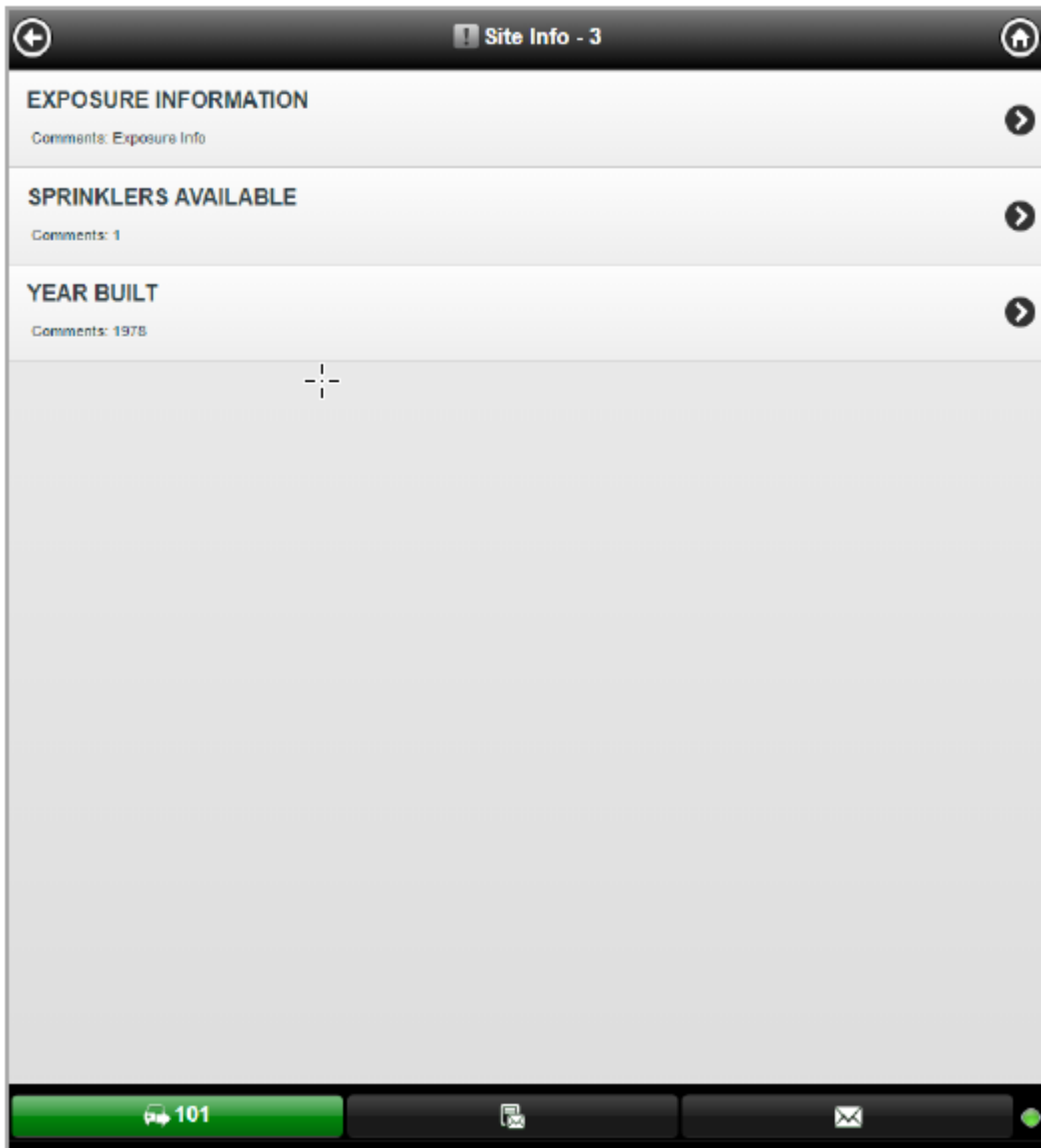
Main page

Main	
Occupant:	Chevron Nevada City
Address:	332 Sacramento ST
Occupancy Category/Type:	Mercantile / Mercantile
Building Status:	Occupied and operating
Construction Type:	Fire Resistive
Roof Type/Material:	Mansard - two sloping planes of different pitch on each of four sides / Class "A" - Highest fire-resistant rating per ASTM E-108
# Floors:	9
Basement Present:	NO
Size	
Height:	9
Sq. Ft.:	1500
Flow	
Needed Fire Flow:	296.28322598490001
Fire Load:	0.66659999999999997
Hazards	
Hazards Risk Group:	LOW
Notes	
Occupancy Notes:	301 Sacramento St Nevada City, CA 95959

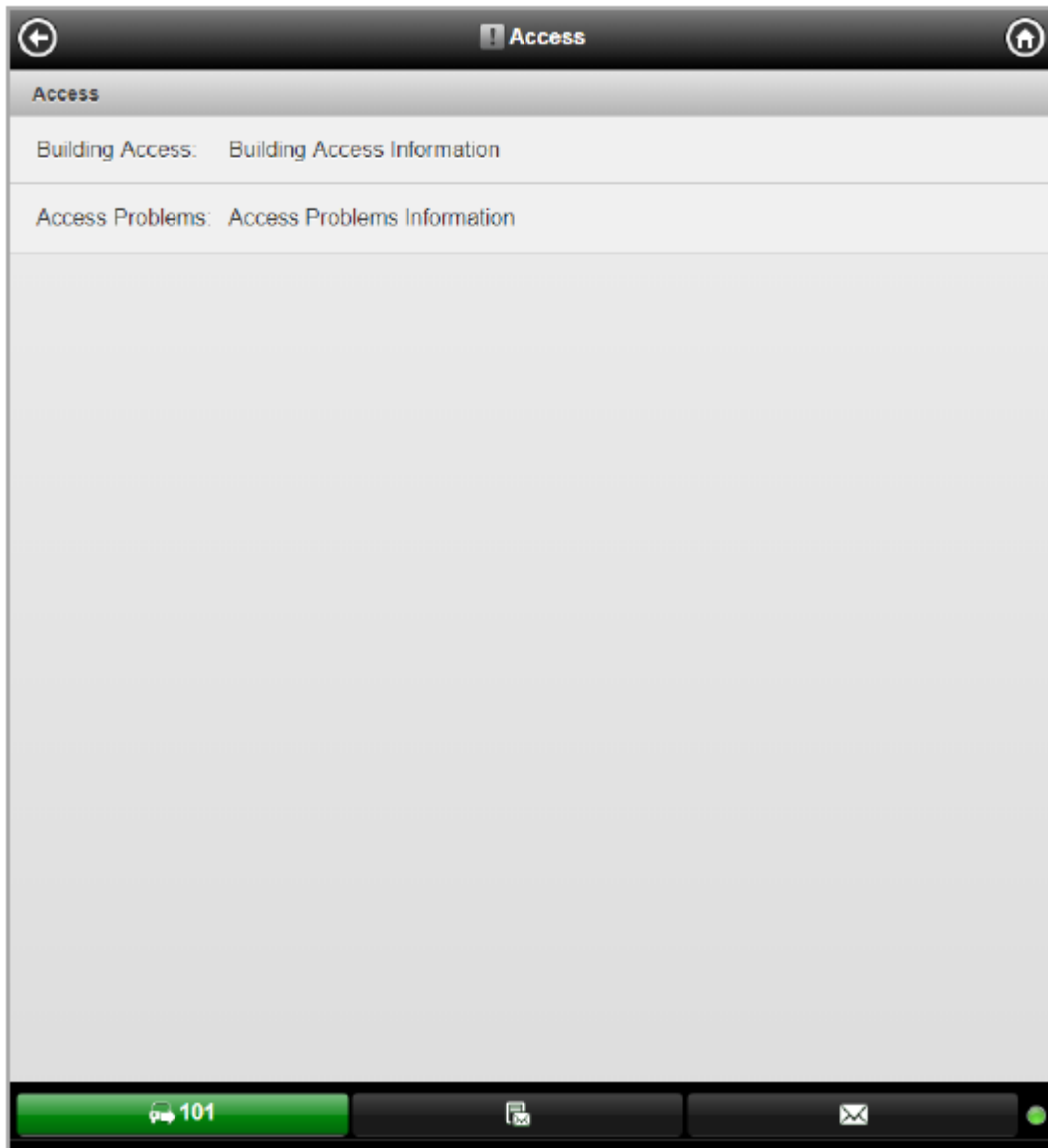
Service Locations page



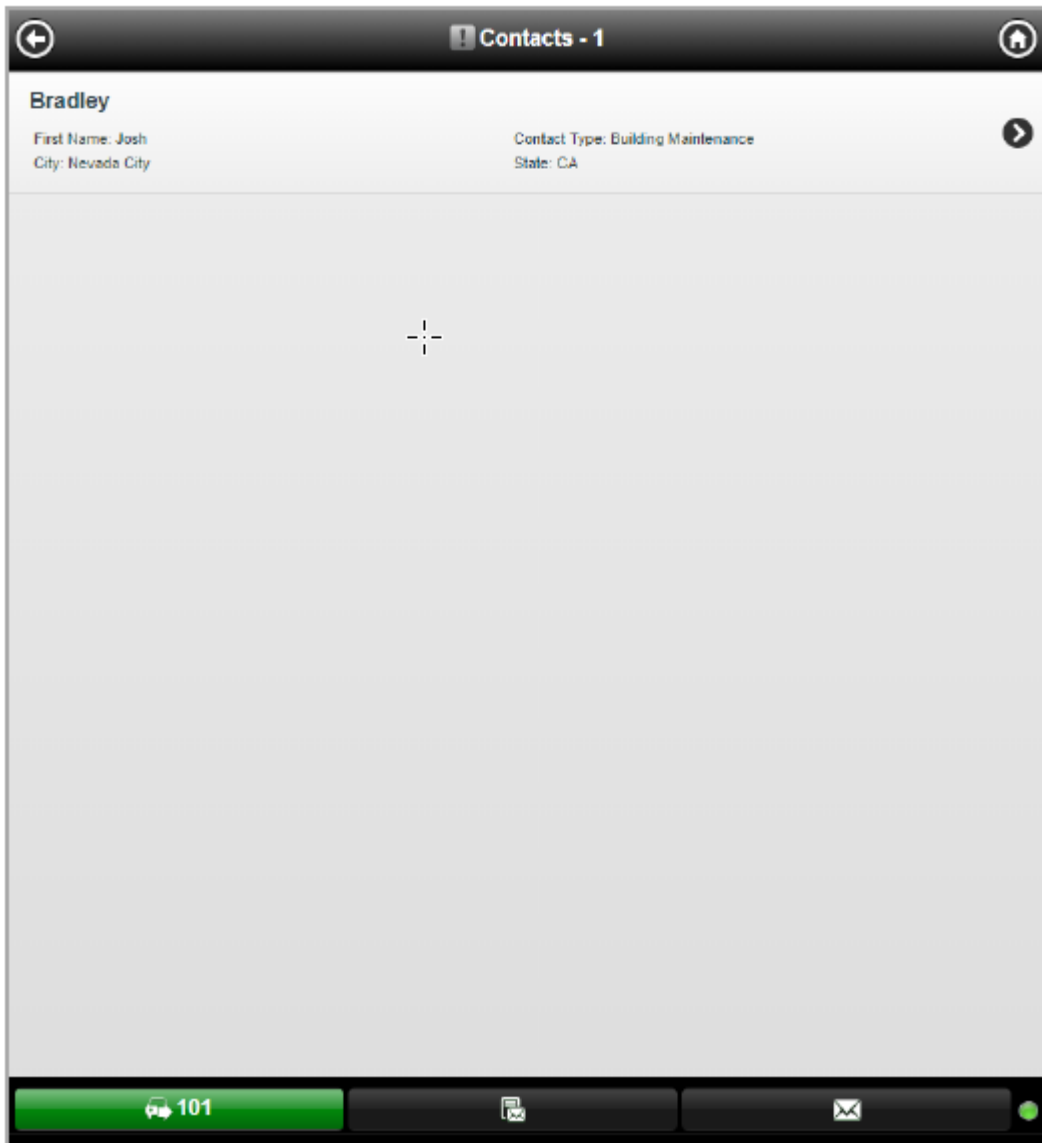
Site Info (information) page



Access page



Contacts page (list of all contacts for occupant record)



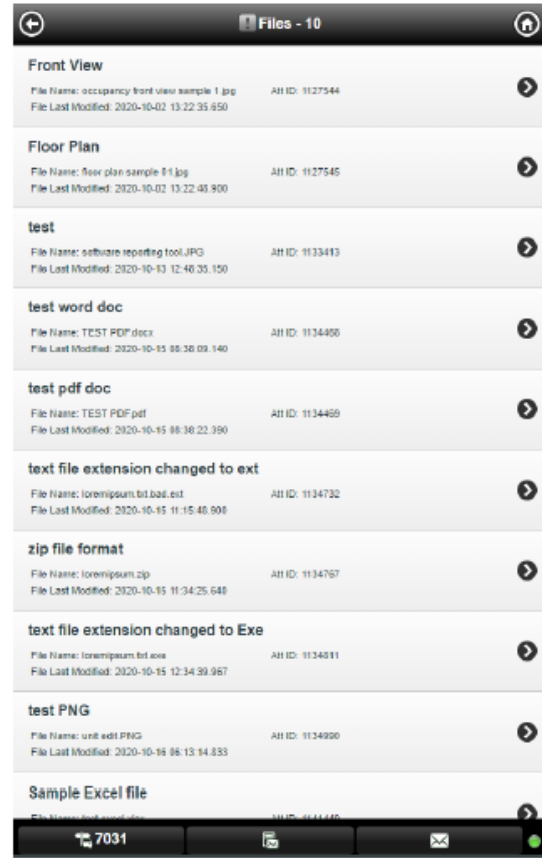
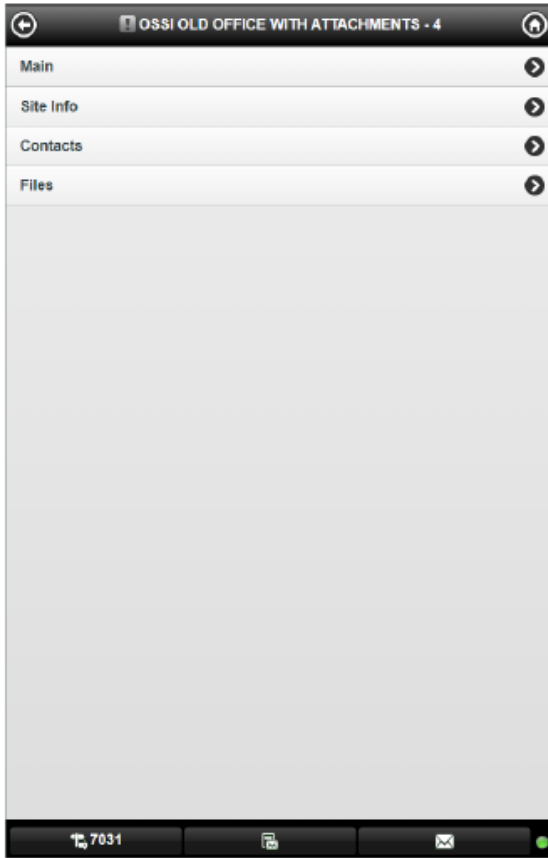
Contacts page (contact record details)

The screenshot shows a mobile application interface for a contact record. At the top, there is a navigation bar with a back arrow on the left, the title 'Contacts' in the center, and a home icon on the right. Below the navigation bar is a section header 'Contact' followed by a list of fields: 'First Name: Josh', 'Last Name: Bradley', and a section header 'Phone Numbers' followed by 'Phone #: 555.555.5555', 'Office #: 111.111.111', 'After Hrs #: 999.999.999', 'Cell #: 666.222.333', 'Pager #: 555.555.5555', 'Home #: 222.222.222', and 'Fax #: 222-532-6548'. Below the phone numbers is a section header 'Address' followed by 'Street Number: 301', 'Street Name: Sacramento', 'Street Type: ST', and 'City: Nevada City'. At the bottom, there is a dark green bar with a white icon of a car and the number '101', and a dark grey bar with a white icon of a document and a white icon of an envelope.

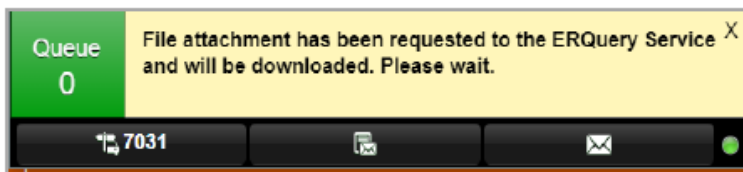
Contact	
First Name:	Josh
Last Name:	Bradley
Phone Numbers	
Phone #:	555.555.5555
Office #:	111.111.111
After Hrs #:	999.999.999
Cell #:	666.222.333
Pager #:	555.555.5555
Home #:	222.222.222
Fax #:	222-532-6548
Address	
Street Number:	301
Street Name:	Sacramento
Street Type:	ST
City:	Nevada City

Files page

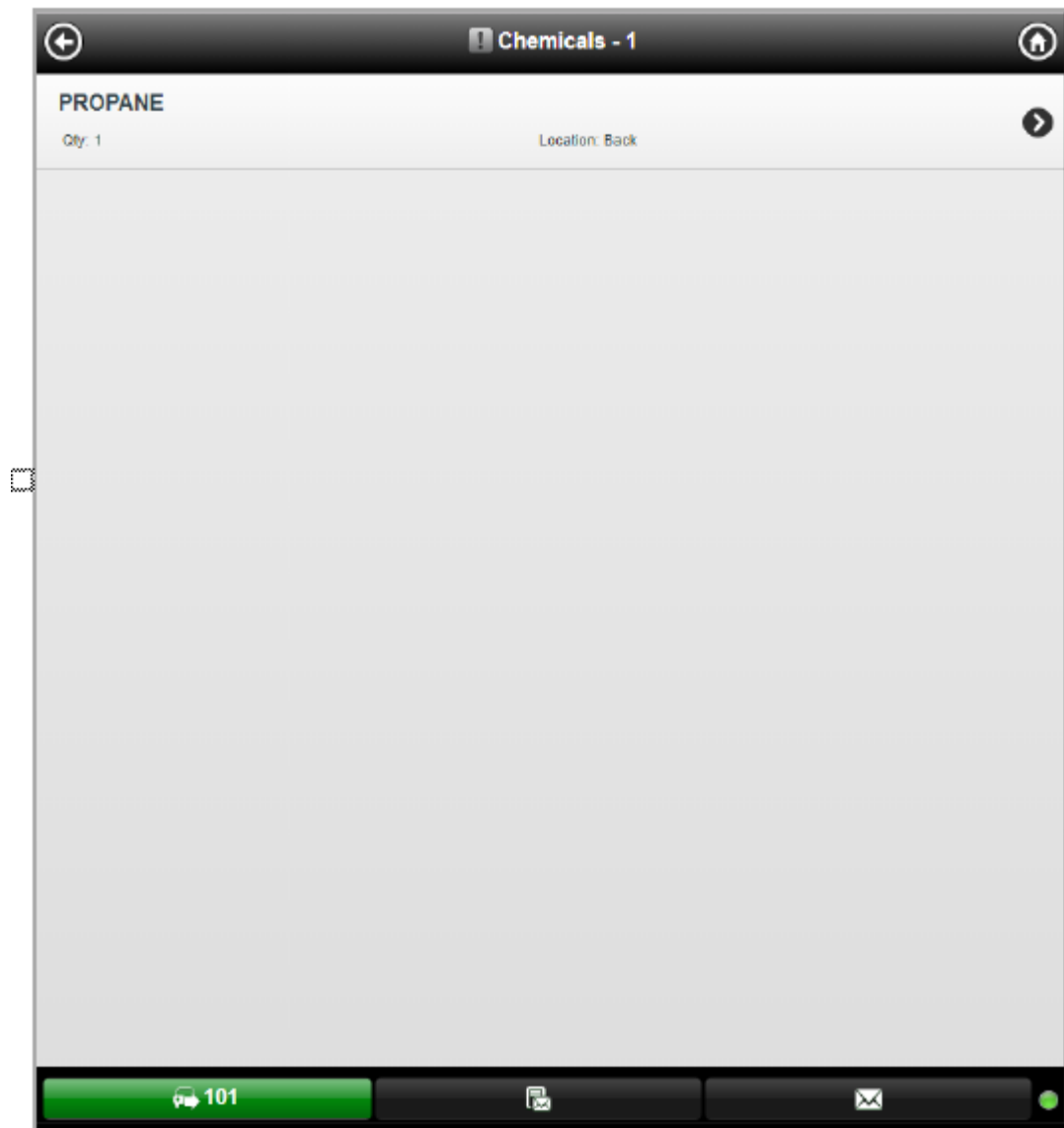
The **Files** page is available if file attachments are present. To view a file attachment, select the applicable file from the list.



Freedom downloads and opens the file attachment if permitted by the phone's security settings. A notification appears when you request to download the file attachment.



Chemicals page (list of all chemicals for occupant record)



Chemicals page (chemical record details)

The screenshot displays a mobile application interface for chemical records. At the top, there is a navigation bar with a back arrow on the left, the title "Chemicals" in the center, and a home icon on the right. Below the navigation bar, the page is organized into sections with grey headers: "Chemical", "Storage", and "Identification".

Chemical

Chemical Name:	PROPANE
----------------	---------

Storage

Location:	Back
Quantity:	1
Est. Container Capacity:	250
Container Type:	Tank or silo

Identification

Chemical ID#:	9018
---------------	------

The bottom of the screen features a dark green bar with a white double-headed arrow icon and the number "101". To the right of this bar are three icons: a document with a checkmark, an envelope, and a small green circle.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Authorizing Declaration of Surplus Property		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	September 22, 2021		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Regular Meeting	<input type="checkbox"/>	Special Meeting
<input type="checkbox"/>	Other -	<input type="checkbox"/>	
Estimated Cost: N/A	Budgeted?	YES	NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
<p>Staff is requesting that the equipment listed on the attached list (Exhibit A) be declared as surplus. The tables and chairs were replaced by a generous donation from the St. Charles Police Department. The bookshelves were replaced with the furniture that was added during the console replacement project.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: (please list)			
<ul style="list-style-type: none"> • Resolution No. 2021-003 • Surplus List 			
Recommendation / Suggested Action: (briefly explain)			
Approval of Resolution No. 2021-003 declaring miscellaneous equipment as surplus.			

RESOLUTION NO. 2021-003

RESOLUTION DECLARING TRI-COM EQUIPMENT SURPLUS PROPERTY

WHEREAS, on June 7, 1976, the Cities of Batavia, St. Charles and Geneva entered into an Intergovernmental Agreement for the establishment and operation of a centralized communications services for fire, police, ambulance, and other emergency functions, which services was and has been commonly known as Tri-Com Central Dispatch; and

WHEREAS, the Tri-Com Board has determined that it maintains certain items of equipment and furniture that are no longer serviceable or of use to the organization,

NOW, THEREFORE BE IT RESOLVED by the Tri Com Board of Directors, as follows:

SECTION 1: Be it resolved that the Board of Directors is authorizing the Executive Director to declare one (1) lot of miscellaneous equipment, as detailed in Attachment "A" as surplus property which shall be sold or disposed of.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law including a simple majority vote of the Board of Directors holding office.

PASSED by the Board of Directors of Tri-Com Central Dispatch on this 22nd day of September 2021.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Daniel Eul
Chairman of the Board of Directors

Attest:

Scott Swanson
Vice-Chairman of the Board of Directors

Tri-Com Surplus List

Resoultion 21-003 Exhibit A

Description	Quantity	Manufacturer	Model	Serial #	Reason	Intent
Folding Tables	13	Unknown			Worn	Sell/Dispose
Stackable Chairs	40	Unknown	2152-2PB02	Multiple	Worn	Sell/Dispose
Bookshelves	2	Unknown	None Listed	None Listed	Worn	Dispose