



TRI-COM BOARD OF DIRECTORS SPECIAL MEETING
Special Meeting Agenda
Wednesday, October 2, 2019

Location: Tri-Com Central Dispatch, 3823 Karl Madsen Drive, St. Charles, IL 60175

Time: 8:00 AM

Call Meeting to Order: Roll Call

Old Business:

- 1) Update on Intergovernmental Agreement and Financial Policies
- 2) Update on Geotechnical Report – Basement Seepage

New Business:

Public Comment:

Closed Session:

- 1) For the purpose of discussing:
 - A) Employment/Appointment Matters
 - B) Legal Matters
 - C) Business Matters
 - D) Security/Criminal Matters
 - E) Miscellaneous Exceptions to the Open Meetings Act

Adjournment:

Next Regular Meeting: Wednesday, November 13, 2019 at 8:00 A.M.

RESOLUTION NO. 20189-__

RESOLUTION ADOPTING FINANCIAL POLICIES

WHEREAS, the Board of Directors of Tri-Com Central Dispatch has determined that sound fiscal decisions are best made based upon consistent and clear policies; and

WHEREAS, the Board of Directors of Tri-Com Central Dispatch found it to be in the best interests of the entity and its members to adopt the Tri-Com Central Dispatch Financial Policies; and

WHEREAS, the Board of Directors of Tri-Com Central Dispatch now finds it to be in the best of interests of the entity to periodically review said policies and amend as necessary.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TRI-COM CENTRAL DISPATCH, AN INTERGOVERNMENTAL COOPERATION ~~TRI-COM~~AGREEMENT BETWEEN OF THE CITIES OF ST. CHARLES, BATAVIA AND GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: The Board of Directors of Tri-Com Central Dispatch hereby adopts the recitals of fact hereinabove set forth as if same were fully published in this Section.

SECTION 2: The Board of Directors of Tri-Com Central Dispatch hereby adopts the amended Tri-Com Financial Policies attached hereto as Exhibit "A," effective on the date of passage of this resolution.

PASSED by the Board of Directors of Tri-Com Central Dispatch, this ___ day of ____, 2019.

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

ATTEST :

Chief ~~Randy Deicke~~James Keegan,
Chairman

Chief ~~James Keegan~~Michael Antenore, Vice Chairman

Tri-Com Central Dispatch (“Tri-Com”) Financial Policies

Introduction:

Pursuant to the provisions of the Tri-Com Central Dispatch Intergovernmental Agreement, as amended, and Tri-Com Central Dispatch By-laws, City of Geneva staff acts as the finance department/division for Tri-Com Central Dispatch (Tri-Com). Along with Tri-Com Staff, City of Geneva Finance Division staff shall abide by the following policies.

Definitions:

- “Tri-Com” – Tri-Com Central Dispatch
- “Geneva” or “City” – City of Geneva, the lead agency for Tri-Com pursuant to the Tri-Com Central Dispatch By-laws
- “Finance Manager” – City of Geneva’s Finance Manager, the Finance Manager of the City of Geneva, the lead agency for Tri-Com pursuant to the Tri-Com Central Dispatch By-laws
- “Chairman” – Tri-Com Central Dispatch Chairman pursuant to the Tri-Com Central Dispatch By-laws
- “Vice-chairman” - Tri-Com Central Dispatch Vice-chairman pursuant to the Tri-Com Central Dispatch By-laws

Budgetary Policies

1. **Fund Balance:** Tri-Com will strive to maintain an available fund balance equivalent to at least ninety (90) days of current budget year operating expenditures.
2. **Reserve Fund Balance:** Tri-Com may choose to reserve a portion of its fund balance to pay for future expenditures. This amount may reduce the sum required for member contributions.
3. **Forecasting:** The Tri-Com Director will prepare an annual budget for the upcoming fiscal year and a projection of revenues and expenditures for one (1) subsequent year. Tri-Com will do its best to estimate revenues and expenditures while realistically taking into account those that have a high degree of elasticity.

Operating Policies

1. **Pay-As-You-Go:** Tri-Com will attempt to pay current operating expenses from current revenues. To ensure this activity, the Tri-Com will not expand services beyond ~~the~~ Tri-Com's level of operating revenue.
2. **Maintain Existing Service Levels:** Tri-Com provides a high level of service to the members and may find it necessary from time to time to adjust the extent of services, but the primary objective is to maintain the high standard currently in place.
3. **Capital Assets:** Capital assets are those items having a useful life greater than one year with an initial, individual cost of more than \$5,000 for all capital assets. Such assets are recorded

Commented [JS1]: Does this match the City of Geneva? We just had to tweak the TCA capitalization policy.

at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Tri-Com will provide for adequate maintenance of capital assets.

4. **Balanced Budget:** Tri-Com will present a budget annually to the Board of Directors that is within the Tri-Com's ability to pay, with the expenditures not exceeding the current revenues plus prior year fund balance.
5. **Tri-Com Payment to Geneva:** The City of Geneva will bill Tri-Com approximately 10 days after the end of each calendar month for the actual services provided by the City to Tri-com. Tri-Com shall make payment to the City within 30 days thereafter.
6. **Surplus Property:** Surplus property with any value will be approved by the Board of Directors before the property is sold, traded or used as a credit for a new purchase. A public auction site will be used to receive the greatest value of the surplus property. No Tri-Com or member agencies employees may purchase property directly from Tri-Com.
7. **Compensation Posting:** Tri-com shall follow Public Act 97-609, by posting the total compensation for all budgeted positions over \$150,000 at least 6 days before the budget is presented for approval and for all other positions shall be posted within 6 days after the budget has been approved.

Revenue Policies

1. **Dispatch Fees:** Dispatch fees shall be divided into four equal payments for member. Quarterly billing statements shall be issued on May 1st, August 1st, November 1st and February 1st of each fiscal year. Any member whose charges have not been paid within forty-five (45) days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) at a rate not to exceed the greater of six (6%) percent per annum or the maximum authorized by the Bond Authorization Act, as amended. (Tri-Com Central Dispatch Bi-Laws)
2. **Deposits:** All deposits must be made into an authorized bank account within two business days of receipt.

Procurement Policies:

1. **Payments:** Tri-com shall make payment to vendors within 60 days of approval of work or receipt of goods. (50 ILCS 505/)
2. **Payment Approval Process:** A bill listing shall be approved by the Chairman (or Vice Chairman in the absence of the Chairman) before the bills for payment are approved by Geneva City Council.
3. **Manual Checks:** Checks which must be processed before the Geneva City Council due to timing, shall be approved by the Chairman (or Vice Chairman in the absence of the Chairman).
4. **Bidding and Contract Procedures:**
 - a. **COMPETITIVE BIDDING REQUIRED:** Any work or other public improvement which is not to be paid for in whole or in part by special assessment or special taxation, and all purchases of and contracts for supplies, materials and services shall be, except as specifically provided herein, based whenever possible on competitive bids.
 - b. **FORMAL CONTRACT PROCEDURES:**
 - i. All work and all purchases, orders or contracts for supplies, materials, equipment or contractual services except as otherwise provided herein, when the estimated cost thereof shall exceed twenty thousand dollars (\$20,000.00), shall be

purchased from the lowest responsible bidder, after due notice inviting bids, unless competitive bidding is waived by a vote of two-thirds (2/3) of the Board of Directors then holding office. In the event such work or other public improvement, or supplies, materials, equipment or contractual services has been currently budgeted and appropriated by the Board of Directors, the Board, employee of Tri-Com or the contractor in charge of providing such work, materials or services may initiate the notice inviting bids without the consent of the Board of Directors, provided that the lowest responsible bidder whose bid is in excess of twenty thousand dollars (\$20,000.00) shall be approved by the Board of Directors. No undertaking involving amounts in excess of twenty thousand dollars (\$20,000.00) shall be split into parts so as to produce amounts less than twenty thousand dollars (\$20,000.00).

ii. **Purchases Less Than Twenty Thousand Dollars (\$20,000.00) But Five Thousand Dollars (\$5,000.00) Or Greater:** Any work, public improvement, supplies, materials, equipment or contractual services, when the estimated cost thereof is less than twenty thousand dollars (\$20,000.00) but five thousand dollars (\$5,000.00) or greater, may be purchased from the lowest responsible bidder without invitation of bids, provided that the following procedures are met.

1. The items or items to be purchased have been previously authorized by the Board of Directors under the then current budget of the Tri-Com;
2. The Chairman (or Vice Chairman in the absence of the Chairman) of the Tri-Com requesting said item(s) has procured at least three (3) price quotations for the item or items to be purchased, supported by a written summary, which shall be submitted to, and approved by, the Chairman of the Board of Directors before said purchase (three quotations may be waived if the material, equipment or services are 'sole source' items); and
3. No undertaking involving amounts of five thousand dollars (\$5,000.00) or greater shall be split into parts so as to produce amounts so as to avoid the bidding requirements stated herein.
4. In the event of a bona fide emergency in the operation of the Tri-Com, the acting Chairman of ~~the~~ Tri-Com may authorize a purchase under the provisions of this Section 1- 2.

iii. **Purchases Five Thousand Dollars (\$5,000.00) Or Less:** Any municipal work, public improvement, supplies, materials, equipment or contractual services, when the estimated cost thereof is Five Thousand dollars (\$5,000.00) or less, may be purchased by the Executive Director without invitation of bids, if the item has been previously authorized by the Board of Directors under the then current budget of the Tri-Com and the invoice therefore is submitted to the Board of Directors for payment

c. **BID NOTICES:**

i. **Notice Inviting Bids:** Notices inviting bids shall be published in a newspaper with general circulation within Kane County , professional publications and/or the Tri-Com's website and as required by state statutes at least fourteen (14) days preceding the last day set for the receipt of bids.

Commented [JS2]: Is this supposed to be Chairman or Director?

Commented [JS3]: This is old school and may not be needed unless Geneva wants it. Electronic media is what we do here.

- ii. **Scope of Notice:** The newspaper notice, professional publication advertisement, and/or Tri-Com's website posting required herein shall include a general description of the work to be performed or the articles to be purchased, shall state where specification may be secured and the time and place for the submittal and opening bids. The notice for bid, and the specifications, shall also include the following information:
 - 1. All contractors and subcontractors shall not pay less than the prevailing rate of wages as determined by the Illinois Department of Labor's Prevailing Wage.
 - 2. All contractors shall certify that said contractor is not in violation of, nor has been convicted, for a violation of the Illinois Public Construction Act.
- d. **BID DEPOSITS:** When the estimated cost of materials, services, labor or supplies exceeds fifty thousand dollars (\$50,000.00) or when deemed necessary by the Tri-Com's attorney, bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to the return of their bid deposits upon the award of the contract by the Board of Directors. A successful bidder shall forfeit any bid deposit required by the Tri-Com's attorney upon failure on the bidder's part to enter into a contract within ten (10) days after the bid award, or as provided in the bid specifications, whichever is greater
- e. **BID. OPENING PROCEDURES:** All work and purchases of supplies, materials and services of less than the estimated value of twenty thousand dollars (\$20,000.00) shall be made in the open market, without newspaper advertisement and without observing the procedure prescribed by this article for the award of formal contracts.
 - i. **Sealed:** Bids shall be submitted sealed to the Tri-Com's Executive Director and shall be identified as bids on the envelope.
 - ii. **Opening:** Bids shall be opened in public at the time and place stated in the public notice. A representative of the Tri-Com shall attend all bid openings.
 - iii. **Tabulation:** A tabulation of all bids received shall be made by a Tri-Com representative attending the bid opening and shall be submitted to the Tri-Com's Executive Director immediately following the bid opening.
- f. **REJECTION OR AWARD OF BIDS:**
 - i. **Rejection Of Bids:**
 - 1. **Authority:** The Tri-Com shall have the authority to reject all bids or parts of all bids when the public interest will be served thereby.
 - 2. **Bidders In Default To Tri-Com:** The Tri-Com shall not accept the bid of a contractor who is in default on the payment of taxes, licenses or other monies due the Tri-Com or their members.
 - ii. **Award Of Contract:**
 - 1. **Authority:** The Board of Directors shall have the authority to award contracts within the purview of this article.
 - a. **Lowest Responsible Bidder:** Contracts shall be awarded to the lowest responsible bidder on the basis of the bid that is in the best interest of the city to accept. In awarding the contract, in addition to price, the Board of Directors shall consider:

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- i. The ability, capacity and skill of the bidder to perform the contract to provide the service required;
 - ii. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - iii. The character, integrity, reputation, judgment, experience and efficiency of the bidders;
 - iv. The quality of the performance of previous contracts or services;
 - v. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - vi. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - vii. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - viii. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - ix. The number and scope of conditions attached to the bid.
 - b. **Performance Bonds:** The Board of Directors shall have the authority to require a performance bond, before entering into a contract, in such amounts as it shall find reasonably necessary to protect the best interests of the Tri-Com.
- g. **OPEN MARKET PROCEDURES:** All work and purchases of supplies, materials and services of less than the estimated value of twenty thousand dollars (\$20,000.00) shall be made in the open market, without newspaper notice, professional publication advertisement and/or Tri-Com website posting and without observing the procedure prescribed by this article for the award of formal contracts.
- h. **EXCEPTIONS AND ADDITIONAL REGULATIONS:**
 - i. **Contracts For Professional Services:** It shall be the policy of ~~the~~ Tri-Com to negotiate and enter into contracts for architectural, engineering, real estate appraisers, legal and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable compensation.
 - ii. In the procurement of architectural, engineering and land surveying services and in the awarding of contracts, ~~the~~ Tri-Com may comply with federal law and regulations and take all necessary steps to adapt its rules, specifications, policies and procedures accordingly to remain eligible for federal aid.
 - iii. For the purposes of this section, unless the context specifically requires otherwise, the following terms shall mean:
 - 1. "Firm" means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the profession of architecture, engineering or land surveying and provide architectural, engineering or land surveying services.

2. "Architectural services" means any professional service as defined in Section 5 of the Illinois Architecture Practice Act of 1989.
 3. "Engineering services" means any professional service as defined in Section 4 of the Professional Engineering Practice Act of 1989 or Section 5 of the Structural Engineering Practice Act of 1989.
 4. "Land surveying services" means any professional service as defined in Section 5 of the Illinois Professional Land Surveyor Act of 1989.
 5. "Project" means any capital improvement project or any study, plan, survey or new or existing program activity of the Tri Com, including development of new or existing programs which require architectural, engineering or land surveying services.
- iv. **Public Notice:** Except as provided below, in the procurement of architectural, engineering or land surveying services, firms engaged in the lawful practice of their professions shall be permitted to file, annually, a statement of qualifications and performance data with the President of the Board of Directors. Whenever a project requiring architectural, engineering or land surveying services is proposed, the Tri-Com shall, unless it has a satisfactory relationship for services with one or more firms:
1. Mail a notice requesting a statement of interest in the specific project to all firms who have a current statement of qualifications and performance data on file with the Tri-Com; or
 2. Place an advertisement in a secular English language daily newspaper of general circulation throughout the Tri-Cities, a professional publication, the Tri-Com website, the lead agency and/or direct mailings requesting a statement of interest in the specific project and further requesting statements of qualifications and performance data from those firms which do not have such a statement on file with Tri-Com. Such advertisement shall state the day, hour and place the statement of interest and the statements of qualifications and performance data shall be due.
- v. **Evaluation Procedure:** Unless the Tri-Com has a satisfactory relationship for services with one or more firms, it shall, through its professional staff, evaluate the firms submitting letters of interest, taking into account qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time requirements, location, workload of the firm, and such other qualifications-based factors as the Tri-Com may determine in writing are applicable. The Tri-Com may conduct discussions with and require public presentations by firms deemed to be the most qualified regarding their qualifications, approach to the project, and ability to furnish the required services. Prior to selecting a firm for negotiation under subsection G., the firm shall not be required to submit verbal or written estimates of costs or proposals in terms of dollars, hours required, percentage of construction cost, or any other measure of compensation.

- vi. **Selection Procedure:** On the basis of evaluations, discussions and presentations, ~~the~~ Tri-Com shall, unless it has a satisfactory relationship for services with one or more firms, select no less than 3 firms which it determines to be the most qualified to provide services for the project and rank them in order of qualifications to provide services regarding the specific project. The Executive Director shall then contact the firm ranked most preferred and attempt to negotiate a contract at a fair and reasonable compensation, taking into account the estimated value, scope, complexity, and professional nature of the services to be rendered. If fewer than three (3) firms submit letters of interest and ~~the~~ Tri-Com determines that one or both of those firms are so qualified, ~~the~~ Tri-Com may proceed to negotiate a contract pursuant to this subsection and subsection vii.
- vii. **Contract Negotiation:**
 - 1. ~~The~~ Tri-Com shall prepare a written description of the scope of the proposed services to be used as a basis for negotiations and shall negotiate a contract with the highest qualified firm at compensation that ~~the~~ Tri-Com determines in writing to be fair and reasonable. In making this decision ~~the~~ Tri-Com shall take into account the estimated value, scope, complexity and professional nature of the services to be rendered.
 - 2. If ~~the~~ Tri-Com is unable to negotiate a satisfactory contract with the firm which is most preferred, negotiations with that firm shall be terminated. ~~The~~ Tri-Com shall then begin negotiations with the firm which is next preferred. If ~~the~~ Tri-Com is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be terminated. ~~The~~ Tri-Com shall then begin negotiations with the firm which is next preferred.
 - 3. If ~~the~~ Tri-Com is unable to negotiate a satisfactory contract with any of the selected firms, ~~the~~ Tri-Com shall re-evaluate the architectural, engineering or land surveying services requested, including the estimated value, scope, complexity and fee requirements. ~~The~~ Tri-Com shall then compile a second list of not less than three qualified firms and proceed in accordance with the provisions of section h.
- viii. The Board of Directors may waive the requirements of subsections iv., v., and vi. if it determines that an emergency situation exists and a firm must be selected in an expeditious manner, or the cost of architectural, engineering, and land surveying services for the project is expected to be less than twenty-five thousand dollars (\$25,000.00).
- ix. **Emergency Purchases:** In case of any apparent emergency which requires immediate work or purchase of supplies, materials or services, the Tri-Com Board of Directors shall be empowered to secure by open market procedure as set forth in section 1.7, at the lowest obtainable price, any work, supplies, materials or services regardless of the amount of the expenditure.
- x. **Cooperative Purchasing:** Tri-Com shall have the authority to join with the state and other units of government in cooperative purchasing plans when the best interests of Tri-Com would be served thereby.

- xi. **Preference to Local Vendors:** Provided that a vendor is the lowest responsible bidder, local vendors shall receive preference in contracting for labor, materials, supplies or equipment.
- xii. **Change Orders:** Any change order to a contract approved by the Board of Directors shall be approved by the Board of Directors.

Budget Policies

1. The fiscal year of Tri-Com shall commence on May 1st and end on April 30th.
2. An annual budget for the upcoming fiscal year shall be adopted by the Board of Directors at its January meeting each year. The City of Geneva shall assist the Executive Director with the budgetary process. The City of Geneva's Human Resources Division shall prepare salaries and benefits for the budget based upon the collective bargaining agreement and compensation plan with input from the Executive Director. The City of Geneva Finance Division will assist with all other budget related items.
3. The Executive Director shall present the budget to the Board of Directors at a special meeting in December. During the meeting the following items will be addressed:
 - a. The Board of Directors shall have the authority to fix cost-sharing charges for all equity and contract services members of an amount sufficient to provide the funds required by the current annual budget.
 - b. Fix the Salary of the Executive Director
 - c. Review the fund balance as of the end of the prior audited fiscal year.

Investment Policies

1. **Scope:** This policy includes all funds governed by the Tri-Com Board of Directors, Executive Director and City of Geneva's Finance Manager. ~~The~~ Tri-Com will use the vendors and services which the City of Geneva uses for their investments to reduce the administrative burden.
2. **Safety:** Safety shall be the main objective of the Investment Policy and refers to the preservation of capital and protection of investment principal. Tri-Com investments shall be undertaken in a manner that seeks to ensure the preservation of capital in ~~the~~ Tri-Com's overall portfolio by mitigating credit and interest rate risk.
 - a. **Credit Risk:** Credit risk is the risk that an issuer of a debt security will not pay its par value upon maturity. The goal will be to minimize credit risk by:
 - i. Limiting investments to the types of securities identified in the policy.
 - ii. Diversifying the portfolio in accordance with the policy so that potential losses on individual securities will be minimized. Diversification reduces the risk that potential losses on individual securities might exceed the income generated from the remainder of the portfolio.
 - b. **Interest Rate Risk:** Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The goal will be to minimize interest rate risk by:
 - i. Structuring the portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
 - ii. Investing operating funds primarily in shorter-term securities, money markets or similar investment pools.

3. **Liquidity:** The portfolio shall maintain sufficient liquidity to enable the Tri-Com to meet all operating requirements and expected liabilities which may be reasonably anticipated.
4. **Investment Return:** It is the policy of the Tri-Com to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Tri-Com and conforming to all state and local statutes government the investment of public funds.
5. **Delegation of Authority:** Management and administrative responsibility for the investment program is hereby delegated to the Finance Manager, hereinafter referred to as investment officer, who, under the direction of the Tri-Com Executive Director will act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.
6. **Authorized Financial Dealers and Institutions:** Financial institutions may include depositories, investment advisors, broker/dealers and local government investment pools as authorized in this policy. Financial institutions who desire to become qualified for transactions must provide certification of having read and understood this policy, agree to comply with this policy and ensure all investments proposed for purchase will conform to this policy and applicable State statutes. Selection of financial institutions authorized to engage in transactions with ~~the~~ Tri-Com shall be at the sole discretion of ~~the~~ Tri-Com. Financial institutions will be selected based on financial condition, proper registration, level of service, experience with Illinois municipalities and competitive pricing.

All depositories shall be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA) and may consist of banks, savings and loan associations and credit unions. All financial institutions who desire to become designated depositories must supply the following (as appropriate).

- a. Audited financial statements
- b. Proof of state registration
- c. Evidence of adequate insurance coverage

All investment advisors shall be registered under the Investment Advisors Act of 1940. All financial institutions who desire to become designated investment advisors must supply the following (as appropriate) :

- a. Audited financial statements
- b. Securities and Exchange Commission (SEC) Form ADV - Parts 1 and 2
- c. Proof of state or SEC registration as appropriate
- d. Evidence of adequate insurance coverage

All broker/dealers shall be insured by the Securities Investors Protection Corporation (SIPC). All financial institutions who desire to become designated brokers/dealers must supply the following (as appropriate):

- a. Audited financial statements
- b. Proof of Financial Industry Regulatory Authority (FINRA) certification
- c. Proof of state registration

d. Evidence of adequate insurance coverage

A periodic review of the financial condition and registration of all designated financial institutions will be conducted by the Finance Manager, or his or her designee.

Any financial institution selected by the Tri-Com may be requested to provide cash management services, including but not limited to: checking accounts, wire and ACH transfers, purchase and sale of investment securities and safekeeping services. Fees for banking services shall be mutually agreed to by an authorized representative of the financial institution and the Finance Manager of the City of Geneva.

7. **Authorized and Suitable Investments:** Investments may be made in any type of security allowed for in Illinois statutes regarding the investment of public funds. Investments shall be made that reflect the cash flow needs of the fund type being invested. The following investments will be permitted by this policy and are those defined by state law:
- a. Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest.
 - b. Bonds, notes, debentures or other similar obligations of the United States of America, its agencies and its instrumentalities.
 - c. Interest-bearing savings accounts, interest bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act.
 - d. Obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations and (iii) no more than one-third of the Tri-Com's funds may be invested in short term obligations of corporations.
 - e. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to (i) Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest and (ii) Bonds, notes, debentures or other similar obligations of the United States of America, its agencies and its instrumentalities.
 - f. Interest-bearing bonds of any county, township, Tri-Com, village, incorporated town, Municipal Corporation or school district of the State of Illinois, of any other state, or of any political subdivision or Tri-Com of the State of Illinois or of any other state. The bonds shall be registered in the name of the Tri-Com or held under a custodial agreement at a bank. The bonds shall be rated at the time of purchase within the 3 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.
 - g. Short term discount obligations of the Federal National Mortgage Association.
 - h. Shares or other forms of securities legally issuable by State or Federal savings banks or savings and loan associations which are insured by the FDIC. Dividend-bearing share accounts, share certificate accounts or class of share accounts of a credit union chartered

under the laws of the State of Illinois or the laws of the United States; provided, however, the principal office of any such credit union must be located within the State of Illinois whose accounts of which are insured by applicable law.

- i. A Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act (e.g., Illinois Funds)
 - j. Illinois Metropolitan Investment Fund
 - k. Illinois Investment Trust Pool
 - l. Any other investment permitted by Illinois statute.
8. **Collateralization:** Funds on deposit (checking accounts, certificates of deposit, etc.) in excess of FDIC limits must be secured by some form of collateral allowed by Illinois state statute (30 ILCS 235/6d), witnessed by a written agreement and held at an independent third-party institution in the name of ~~the~~ Tri-Com of Geneva. Securities held as collateral must not be of a type in violation of this investment policy. The amount of collateral provided will not be less than 105% of the market value of the net amount of public funds secured. Substitution or exchange of securities held in safekeeping shall not be done without prior written notice of ~~the~~ Tri-Com at least 10 days prior to any proposed substitutions and provided that the market value of the replacement securities are equal or greater than the market value of the securities being replaced. ~~The~~ Tri-Com must pre-approve all substitution and exchanges of securities. The ratio of fair market value of collateral to the amount of funds secured shall be reviewed monthly and additional collateral will be requested when the ratio declines below the level required.
9. **Safekeeping and Custody:** All security transactions entered into by ~~the~~ Tri-Com where applicable shall be conducted on a delivery-versus-payment (DVP) basis to ensure that securities are deposited in an eligible financial institution prior to release of funds. Securities will be held by an independent third party custodian designated by the Finance Manager and evidenced by safekeeping receipts and a written custodial agreement.
10. **Diversification:** The Tri-Com shall diversify its investments to the best of its ability based on the type of funds invested and the cash flow needs of those funds. Diversification may be by type of investment, number of institutions invested in and length of maturity.
11. **Maximum Maturities:** To the extent possible, ~~the~~ Tri-Com shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, ~~the~~ Tri-Com will not directly invest in securities maturing more than three (3) years from the date of purchase. However, reserve funds may be invested in securities exceeding three (3) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.
12. **Readily Available Funds:** Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.
13. **Internal Control:** The Finance Manager is responsible for establishing and maintaining an internal control structure designed to insure that the assets of ~~the~~ Tri-Com are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The internal controls shall address the following points:
- a. Control of collusion
 - b. Separation of transaction authority from accounting

- c. Custodial safekeeping
 - d. Written confirmation of telephone transactions for investments and wire transfers
14. **Performance Standards:** This investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a comparable rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to benchmarks with similar maturity, liquidity and credit quality as the portfolio.
 15. **Reporting:** The Finance Manager shall prepare an investment report monthly. The report should be provided Executive Director for insertion into the Tri-Com Board of Directors regular meeting and made available upon request. The report should be in a format suitable for review by the general public.
 16. **Legislation and Documentation:** The Tri-Com's investment program shall comply at all times with the Illinois Public Funds Investment Act (30 ILCS 235/1 et seq.) and other state laws governing the investment of public funds, as amended from time to time. In the event of any conflict between this policy and the Illinois Public Funds Investment Act and other state laws, the provisions of the Illinois Public Funds Investment Act and other state laws shall control.

The Finance Manager will maintain a list and is hereby authorized to deposit Tri-Com monies, in accordance with 65 ILCS 5/3.1-35-50, in financial institutions approved by the City of Geneva's City Council. The Finance Manager shall review this list from time to time and shall submit any modifications to the City of Geneva's City Council for approval.

Debt Policies

1. **Use of Debt Financing:** The Tri-Com will limit the use of long-term borrowing for capital improvement projects that cannot be financed from current revenues. Debt financing shall generally be utilized for projects that benefit the members of Tri-Com and have useful life that will exceed the term of the financing. The Tri-Com will not use long-term debt for current operations.
2. **Limits on Debt Issuance:** Tri-Com will not issue debt which has a longer maturity than the useful life of the assets related to the debt.

TRI-COM CENTRAL DISPATCH BY-LAWS



TRI-COM CENTRAL DISPATCH BYLAWS

ARTICLE I PURPOSE

Tri-Com Central Dispatch, hereinafter referred to as Tri-Com, is a cooperative arrangement voluntarily established* by its Original Members (as defined below) pursuant to an Intergovernmental Agreement (“IGA”) authorized by Article VII, Section 1, of the Constitution of the State of Illinois, 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/2 (1) et seq. of the Illinois Compiled Statutes for the purpose of providing communication services for police, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the venture; to provide such services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information communication and data processing within portions of Kane, DuPage and Kendall Counties, Illinois.
*Intergovernmental Agreement dated June 7, 1976

ARTICLE II POWERS

Tri-Com shall have the following powers in its own name:

- A. To enter into contracts in its own name, including contracts for performance of services to other public agencies, provided that such contracts are within the amounts in the annual budget; and
- B. To employ employees and professional service consultants; and
- C. To acquire, lease, hold and dispose of property, both real and personal, subject to the approval of the Board; and
- D. To incur debts, liabilities or obligations necessary for the accomplishment of its purpose which are within the amounts in the annual budget; and
- E. To purchase or lease necessary equipment; and
- F. To employ necessary personnel for the operation and maintenance of a system adequately designed to handle citizens’ calls for police, fire and emergency medical services as well as the dispatch of members’ field units; and
- G. To exercise all powers necessary and incidental to carrying out the purposes set forth in Article I of these By-Laws.

ARTICLE III MEMBERSHIP

- A. The City of St Charles, the City of Batavia and the City of Geneva are the Original members of Tri-Com (hereinafter sometimes referred to as “Original Members”). Additional members (excluding contract communication service members) may be admitted to Tri-Com pursuant to Article II of the IGA and upon such admission a new member may be referred to as an Original Member.
- B. Continued membership in Tri-Com shall be contingent upon the payment by each member municipality of an annual assessment and any additional fees that may be determined by the Board of Directors consistent with the financing procedures set forth in Article V hereunder.
- C. Subject to the Board of Directors’ approval, Tri-Com may provide certain fire, EMS and police communication contractual services to other public agencies (“contract communications service member”).
- D. Contract communication service members each shall pay to Geneva, on behalf of Tri-Com, an annual

sum as and for the service fee for communication services provided by Tri-Com (Annual Service Fee). The Annual Service Fee shall be paid to Geneva in the name of Tri-Com in equal quarter annual installments within forty-five (45) days of the invoice date. The Annual Service Fee is based on the sum of the Base Fee and the Usage Fee. The Base Fee is One (1%) percent of the annual day-to-day operating budget for Tri-Com. The purpose of the Base Fee is to allocate among all Original Members and contract communication service members expenses of Tri-Com. The Usage Fee is a member's proportionate share of the remaining balance of the annual day-to-day operating budget (reduced by total Base Fees and non-Usage Fee revenues) based upon the number of Calls for Service received from a member's corporate jurisdiction for the prior fiscal year. A Call for Service is a telephonic alarm dispatch request or emergency responder request received by Tri-Com Central Dispatch from a location within (or for a location within) the corporate boundaries of a member (Original Member or contract communication service member). The proportionate share of a member for a fiscal year shall be determined by dividing the total number of Calls for Service originating from a member by the total number of Calls for Service received by Tri-Com . For illustration purposes only, assume that Tricom's annual day-to-day operating budget for year 2012 is \$2,500,000 and Tri- Com received 182,500 Calls for Service in year 2011 and Municipality "X" generated 63,875

Calls for Service. The Annual Service Fee for Municipality "X" would be calculated as follows:

Base Fee (1% of \$2,500,000) = \$25,000.00

Usage Fee (63,875/182,500 = 35% x \$2,325,000* = \$813,750.00

Annual Service Fee (\$25,000.00 +\$813,750): \$838,750.00

*Net day-to-day Operating Budget after Base Fee and non-Usage Fee Reductions

In addition, any new contract communications service member shall be liable for all costs of adding or modifying hardware and/or software necessary to effectively accommodate the operational needs of the new contract communications service member, and of insuring that there is no degradation of existing capability due to the new member's needs. Each new contract communications service member shall pay a proportionate share of the normal, continuing operating expenses of the System as well as its proportionate share of any special assessment, which may be approved by the members. The new member shall also be subject to a one-time initiation fee to be determined by the Board of Directors.

ARTICLE IV ORGANIZATION

The Board of Directors of Tri-Com has heretofore been established by the IGA and the position of Executive Director of Tri-Com is heretofore been established by the Board of Directors. No Board of Director member shall receive salary or compensation from Tri-Com.

A. BOARD OF DIRECTORS

1. Membership: shall be as outlined in the Intergovernmental Agreement.Chairman,
2. Vice-Chairman:
 - a. Election:

At its annual May monthly meeting each year, the Board of Directors shall appoint one of its members to serve as a Chairman and a Vice-Chairman. The Chairman shall conduct the meetings of the Board of Directors. In the absence of the Chairman the Vice-Chairman shall perform the duties of the Chairman. Each officer elected shall assume their office at the close of the May meeting and shall serve a term of one (1) year.

The police chiefs and fire chiefs will alternately act as the Chairman and Vice-Chairman positions. In even years, the Chairman shall be a fire chief and the Vice-Chairman shall be a police chief. In odd years, the Chairman shall be a police chief and the Vice Chairman shall be a fire chief. A police or fire chief cannot hold the Chairman or Vice-Chairman position until all other police or fire chiefs have rotated through the position. Once the Chairman position is filled, the current chief officer moves to the back of the rotation.
3. [DR1]Officers' Duties:
 - a. The Chairman shall;
 1. Oversee all business and affairs of Tri-Com and chair the meetings of the Board of Directors; and
 2. Execute any documents as authorized by the Board of Directors or these by-laws; and
 3. Perform all duties incidental to the office of Chairman, and those that may be prescribed by the Board of Directors; and
 4. From time to time, to create such sub-committees as may be needed for the Board of Directors to perform its duties and to appoint two or more members of the Board of Directors to each sub-committee; and
 5. Serve as a liaison between the Board of Directors and the Executive Director; and
 6. Recommend the salary of the Executive Director.
 7. The outgoing Board of Directors Chairman shall conduct an annual evaluation of the Executive Director's performance and report its finding to the Board of Directors.
 8. Approval of transfer of funds within the total budget to meet anticipated needs or to meet changed conditions.
 9. Sends out a Monthly Report to the Board that has been approved by the Chairman.[DR2]
 - b. Vice Chairman:

In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman.
4. Meetings:
 - a. All regular and special meetings of the Board of Directors or any subcommittee shall comply with the applicable provisions of the Open Meetings Act, as amended from time to time. Notices of and agendas for any regular and special meeting shall be posted upon Tri-Com's website, if any.
 - b. The regular meetings of the Board of Directors shall be held on the second Wednesday of the odd months, including December. The December meeting shall be the annual meeting to review the budget. The January meeting shall be an annual meeting at which the annual budget for Tri-Com is adopted. The appointment of the officers for the Board of Directors will be held annually at the May meeting of the Board of Directors. The Tri-Com Executive Director or designee shall cause notice of these regular meetings, including an agenda, (a) to be mailed or electronically

mailed to each member of the Board of Directors at least ten (10) days before the meeting, (b) members of the media requesting same, (c) and posted at Tri-Com's office and on the Tri-Com website. The business of the meeting shall not be limited to the agenda but no action shall be taken on any item which is not on the agenda at the time of the meeting.

c. Special meetings of the Board of Directors may be called by the Chairman, the Board of Directors on its own motion or by the Executive Director upon written request. The date, time and location of special meetings shall be determined by the person(s) calling the meeting. Written notice of special meetings, including a specific agenda for the meeting, shall be mailed to each member of the Board of Directors and members of the media requesting same at least 48 hours before the meeting. Only those items appearing on the agenda may be considered at the meeting.

5. Quorum

A majority of the members of the Board of Directors, provided there is at least one Director from each Legacy Member, shall constitute a quorum for the transaction of business at a meeting of the Board of Directors. If less than a majority of directors are present at a meeting the directors present may adjourn the meeting without further notice.

6. Voting

a. Each Director or designated alternate present shall be entitled to cast one vote on each matter before the Board of Directors for action, provided at least one member from each Legacy Member shall be present at such meeting.

b. No absentee votes shall be allowed. [DR3]

7. Powers of the Board of Directors:

The Board of Directors shall have all powers, express and implied, not inconsistent with or contrary to the laws of the Constitution of the State of Illinois, 1970, the Tri-Cities Intergovernmental Agreement or these Bylaws, that are necessary for it to carry out the purpose of Tri-Com as stated in the IGA. The Board of Directors may establish rules and procedures governing its conduct.

8. Duties of the Board of Directors:

The Board of Directors shall:

a. Determine general policy of Tri-Com;

b. Adopt the annual budget of Tri-Com;

c. Determine the number of and job descriptions of persons employed on behalf of Tri-Com. In accordance with the IGA, all employees will technically be employees of the City of Geneva for insurance, retirement plan or other related purposes, but hiring, promotion, discipline and discharge of employees shall be under the control of the Board of Directors as outlined in the IGA.

d. Appoint and remove the Executive Director;

e. Review the salary of the Executive Director.

f. Ensure that the lead Original Member hires a certified accountant as auditor to perform an annual audit of Tri-Com's financial affairs and to prepare a report of the audit for approval by the Board of Directors. The audit shall be done after each fiscal year in accordance with generally accepted accounting principles. Each equity or contract communications service member shall be provided a copy of the audit report.

g. Designate the officer(s) and employees authorized to execute and deliver contracts or any other instrument in Tri-Com's name and on its behalf in the furtherance of its purpose. This authority may be general or limited to specific transactions or types of transactions and shall execute all documents required to evidence the authority to sign orders of payment of money, and notes or other orders of payment of money, and execute all documents required to evidence the authority of the officer(s) or agents;

h. Adopt and review by-laws to govern its own deliberation and proceedings;

- i. Approve new contract communications service members and expel existing contract communications service members in accordance with established procedures.
- j. Ensure that decisions concerning development, operation, and cost sharing, expenditure approval, personnel and equipment utilization are consistent with the purpose of Tri-Com, the policies established by the Board of Directors and the limits fixed by the approved budget;
- k. Review and approve, from time to time as necessary, Tri-Com's personnel manual;
- l. Conduct annual review of the Executive Director.
- m. Review and approve the draft budget prepared by the Executive Director and submit to the lead Original Member for formal adoption at least 30 days before the end of the fiscal year.
- n. Authorize the decrease or increase in the total annual budget.
- o. Subject to the policies determined by the Board of Directors, contract with other units of local government and other public agencies as authorized in the Illinois Intergovernmental Cooperation Act for their use of Tri-Com's facilities, equipment and services and to establish appropriate charges therefore. Except as specifically provided herein, no contract or other obligation of Tri-Com shall be binding unless approved by the Board of Directors.
- p. Conduct long term-planning on capital improvements, and multi-year expenditures;
- q. Review the facility operations, financial reports and Executive Director's report;
- r. Review and approve the disposal of surplus equipment as defined under the current policy of the Board of Directors and Illinois State Statute;
- s. Review and approve the annual audit of Tri-Com.
- t. Approve Tri-Com accounts payables.
- u. To assist Tri-Com from time to time in lobbying legislators (State and Federal) and/or State or Federal Agencies on issues affecting public safety, in particular emergency dispatching and communications systems and airwaves (Federal Communications Commission)
- v. Approve any new or changes to the Collective Bargaining Agreement(s), financial policies and personnel manual.

B. Police and Fire Operation Committees

1. Membership:

The Tri-Com Police and Fire Operation Committees shall consist of a representative appointed by the member's Chief for each police and fire department.

2. Meetings:

- a. Regular meetings shall be held monthly for fire and bi-monthly for police. Notice of the regular meetings, including an agenda, shall be mailed to each member of respective committee at least seven (7) days before the meeting.
- b. Special meetings may be held at the call of Tri-Com or any committee member with at least 48-hours' notice given.
- c. All notices of regular and special meetings, and agendas therefor, shall be made, posted and distributed in accordance with the Open Meetings Act as amended from time to time.

3. Voting:

- a. Each committee member attending in person shall be entitled to cast one vote.
- b. No proxy or absentee votes are allowed.

4. Duties:

- a. Be the personal contact at each member's police or fire departments for the Tri-Com Executive Director in matters of daily procedural concern;
- b. Provide liaison to the Tri-Com Director in the coordination and preparation of unified procedures;
- c. Be a resource for the Board of Directors in researching special topics of interest;

- d. Forward complaints or compliments concerning the operation of Tri-Com to the Tri-Com Executive Director or designee from their respective agencies;
- e. Perform any other related duties as required by the Board of Directors.

C. Executive Director

1. The Executive Director shall be the administrative head of Tri-Com and shall be directly responsible to the Board of Directors for the administration of Tri-Com.
 - a. The Executive Director shall be appointed by and shall serve at the pleasure of the Board of Directors.
 - b. The Executive Director shall be chosen on the basis of administrative and executive qualifications with special reference to actual experience in or knowledge of accepted practice with respect to the duties of the office hereinafter set forth.
2. No person shall be appointed Executive Director while that person is employed by or serving as an official of an equity or contract services member.
3. The powers and duties of the Executive Director shall be:
 - a. To attend all meetings of the Board of Directors, unless excused from:
 1. The Executive Director shall have the right to take part in the discussion of all matters coming before the Board of Directors but shall have no vote thereon.
 2. The Executive Director shall be entitled to and be given notice of all meetings, regular and special, of the Board of Directors.
 - b. The Executive Director shall appoint and evaluate employees of Tri-Com pursuant to the approved Tri-Com budget and in accordance with the personnel policies, procedures, and Collective Bargaining Agreements of Tri-Com.
 - c. The Executive Director shall recommend promotions, demotions or removal of employees of Tri-Com pursuant to the approved Tri-Com budget and in accordance with the personnel policies, procedures. prior to the demotion or removal of an employee, the Executive Director shall consult with the Human Resources Department of the City of Geneva as to the manner and procedure of discipline. The Executive Director shall carry out any promotions, demotions or removal of employees of Tri-Com as directed by the Board.
 - d. The Director shall notify the Board of Directors in writing of any and all personnel actions taken within ten (10) days of said actions. Any employee affected by a disciplinary action taken by the Executive Director shall have the right to file a written appeal to the Board of Directors, which appeal shall be heard by the Board of Directors at its regularly scheduled meeting.
 - e. To recommend to the Board of Directors for adoption of such measures as may be deemed necessary or expedient for the efficient operation of Tri- Com.
 - f. To enforce, to administer, and to make operative the policies of Tri-Com as established by the Board of Directors.
 - g. To meet biweekly with the Chairman and prepare a Monthly Report of Tri-Com activities and present the report to the Board of Directors.
 - h. To prepare a proposed annual budget as well as a report of estimated revenues in order to determine the estimated funds necessary to defray the expense of Tri-Com for the fiscal year and to present same to the Board of Directors in a manner set forth in Article V herein. [DR4]
 - i. To serve as Chairman, or appoint a designee, of the police and fire committees and coordinate the activities of the respective committees as required.
 - j. To expend funds in accordance with the approved budget and the provisions of Tri-Com's Financial Policies.
 - k. To perform such other duties as may be delegated from time to time by the Board of Directors.

ARTICLE V
BUDGET/OPERATIONAL COSTS

- A. The fiscal year of Tri-Com shall commence on May 1st and end on April 30th.
- B. An annual budget for the upcoming fiscal year shall be adopted by the Board of Directors at its January meeting each year.
 - 1. The Executive Director of Tri-Com shall prepare a proposed annual budget for the Board to review.
 - a. Not later than the second Wednesday in November, the Board shall receive a draft budget for their consideration.
 - b. Not later than December of each year, the Board shall review the proposed annual budget and make such modifications as it deems proper;
 - c. The Board will vote to approve the budget in before the January Regular meeting. .
- C. Upon approval of the annual budget, the Board of Directors shall have the authority to fix cost-sharing charges for all equity and contract services members of an amount sufficient to provide the funds required by the current annual budget.
 - 1. Dispatch fees shall be divided into four equal payments for each equity or service contract member . Quarterly billing statements shall be issued on May 1st, August 1st, November 1st and February 1st of each fiscal year. Any member whose charges have not been paid within forty-five (45) days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) at a rate not to exceed the greater of six (6%) percent per annum or the maximum authorized by the Bond Authorization Act, as amended. The member shall not be entitled to further voting privileges on the Board of Directors nor shall any representative hold office until such time as all delinquent payments and interest have been paid.
 - 2. All activities of Tri-Com will be cost shared by the members. Each member's share shall be based on their percentage of calls dispatched in the prior fiscal year. Each member's cost share shall be approved by the Board of Directors annually. Such cost sharing determination shall be made no later than the first Board of Directors meeting of each calendar year based upon statistical information for the preceding calendar year submitted to the Board of Directors in January.
- D. Whenever an Original or contract services member relocates its communication equipment and/or the communication equipment of Tri-Com to another location, and/or adds additional communication equipment to the member's communication system, thereby increasing Tri-Com's responsibilities, obligations, or costs, any and all costs incurred by Tri-Com as a result of the aforesaid relocation of communication equipment to the member's communication system, including, but not limited to, any costs, including but not limited to, the costs to install communication lines, shall be paid solely by that member. Notwithstanding any provisions in these By-Laws or this paragraph D to the contrary, no member of Tri-Com shall relocate the equipment or property of Tri-Com, or by any means increase Tri-Com's operational responsibilities, obligations and/or costs, including but not limited to, costs to be incurred by Tri-Com for the purchase of new or additional equipment, without first obtaining authorization from Tri-Com's Board of Directors to relocate Tri- Com's equipment and property and/or increase Tri-Com's operational responsibilities. Any new equipment or additional equipment and/or property acquired in accordance with this paragraph D shall become the equipment/property of Tri-Com notwithstanding the fact the existing member shall pay the costs of purchase and installation of said equipment/property. Unless otherwise agreed to in writing by the Tri-Com Board of Directors, Tri-Com shall pay the costs of maintaining the equipment/property once it is purchased and installed.
- E. Each member shall take all required actions to authorize the funds necessary to meet its obligations under these By-Laws or the IGA, as the case may be.
- F. Purchases and/or letting contracts shall be done in accordance with procedural guidelines established by resolution of the Board of Directors.
- G. After adoption of the annual budget by the Board of Directors, the Executive Director shall make

expenditures in accordance with such budget. Notwithstanding the foregoing to the contract,

1. The Executive Director shall have the limited authority to transfer funds within line items of the operational budget amount in order to meet unanticipated, emergency needs of the agency.
2. Any fund transfer by the Executive Director shall be approved by the Board of Directors in the Director's next meeting report.

ARTICLE VI AUDIT

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

ARTICLE VII LEAD AGENCY

- A. The City of Geneva is the designated lead Original Member of Tri-Com.
- B. All annual budgets and amendments thereto of Tri-Com shall be approved by the City of Geneva.
- C. Tri-Com shall pay a reasonable amount for City of Geneva's administrative expenses in carrying out the financial and insurance obligations herein.
- D. Tri-Com shall pay to Geneva on a monthly basis, for Administrative Support Services, the amount of actual expenditures incurred by Geneva. [DR5]

ARTICLE VIII WITHDRAWAL, TERMINATION AND DISSOLUTION

- A. Withdrawal: Any Original Member may withdraw from Tri-Com in accordance with the terms of the IGA and subject to the provisions of this Article.
 1. A withdrawing Original Member shall give written notice of withdrawal in the form of a certified copy of a resolution passed by its corporate authorities, a copy of which must be sent to the Chairman of the Board or Directors and the Executive Director.
 2. Withdrawal of an Original Member shall also constitute withdrawal of its members to the Board of Directors and each operation committee.
 3. Subject to the provisions herein, the effective date of withdrawal shall be six (6) months from the date of receipt of the withdrawing Original Member's resolution.
 4. The withdrawing Original Member shall forfeit any and all interest, right and title to Tri-Com property and assets of any type whatsoever.
 5. The withdrawing Original Member shall be liable for all costs incurred by Tri-Com as a result of the member's separation and withdrawal. This may include, but is not limited to, legal fees, court costs and interest on late payment of obligations.
- B. Withdrawal of a contract communications service member shall be in accordance with the provisions of its contract with Tri-Com.
- C. Termination: Any member shall be terminated as a member from Tri-Com for its failure to pay its proportionate share of the expenses of the agency.
 1. Notwithstanding a member's termination as a member, the terminated party shall pay its proportionate share of the costs of Tri-Com in accordance with Article V, paragraph C, until April 30th following the termination date.
 2. For any contractual obligations it has separately signed with Tri-Com.
- D. Dissolution: Upon completion of an Ordinance by a majority of the Original Members to dissolve the agency, the IGA shall be terminated and dissolved in accord with the provisions thereof.

1. Upon such termination and dissolution (and after payment of all debts) all public records , individual files and documentation shall be distributed to the applicable Original Member which has jurisdiction of the subject matter of the file or documentation without charge or offset.
2. The fixed assets of Tri-Com shall be sold by sealed bid after prior thirty-day (30) public notice. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all liabilities, shall be divided among the members in proportion to their average respective regular and special assessment payments for the preceding three (3) fiscal years. If liabilities exceed all assets, the difference shall be made up by contributions by all members on a proportionate basis according to the then prevailing annual budget assessment formula.

ARTICLE IX INDEMNIFICATION

THE BOARD DOES NOT HAVE AUTHORITY TO GRANT INDEMNIFICATION TO MEMBERS—THIS IS A POWER IN THE CITIES ONLY: See the provisions of the IGA

ARTICLE X AMENDMENT TO BY-LAWS

- A. Amendment to these By-Laws may be proposed by any member of the Board of Directors. No amendment, however, shall be in conflict with nor change in any way the IGA.
 - a. The amendment shall be submitted to the Board of Directors at least thirty-days (30) prior to the meeting of the Board of Directors at which such amendment is to be considered.
 - b. The proposed amendment and the reason therefore shall be considered by the Board of Directors, along with the recommendations of the Executive Director and any officer of Tri-Com.
- B. A three-fourths majority vote of the Board of Directors shall be required to adopt any amendment to these By-Laws. The Chairman shall not have the authority to cast more than one (1) vote on a motion to amend these By-Laws.

ARTICLE XI Effective Date

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

**RESTATED INTERGOVERNMENTAL AGREEMENT
FOR TRI-COM CENTRAL DISPATCH**

THIS INTERGOVERNMENTAL AGREEMENT for emergency communications, including any exhibit attached hereto (collectively, this "Agreement"), is made and entered into as of _____, 2019, but actually executed by each of the undersigned municipalities on the dates set forth beneath the respective signatures of their duly authorized officers below, by, and between the City of St. Charles, Kane and DuPage Counties, Illinois (St. Charles), the City of Batavia, Kane County, Illinois (Batavia) and the City of Geneva, Kane County, Illinois (Geneva).

WITNESSETH:

WHEREAS, St. Charles and Batavia are each a home-rule unit of local government under and pursuant to §6 of Article VII of the Constitution of the State of Illinois and have the authority to exercise any power and perform any function pertaining to their government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, Geneva is a non-home rule unit of local government with such powers vested by law and under Section 7 of Article VII of the Constitution of the State of Illinois; and

WHEREAS, §10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) provide further authority for St. Charles, Batavia and Geneva to obtain or share services and to exercise, combine, or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, the Illinois Municipal Code permits the corporate authorities of any municipality to "enter into any multi-year contract or otherwise associate for any term under the provisions of Section 10 of Article VII of the Illinois Constitution or the Intergovernmental Cooperation Act." [65ILCS/8-1-7(3)];and

WHEREAS, St. Charles, Geneva and Batavia entered into an Intergovernmental Agreement ("Original Agreement") relating to a cooperative arrangement to provide communications services for police, fire, ambulance and other emergency functions (the arrangement or agency commonly referred to as "Tri-Com Central Dispatch" or "Tri-Com") within each municipality on June 7, 1976 (hereinafter referred to as "Agreement"); and

WHEREAS, the Agreement was subsequently amended six (6) times and the parties desire to restate the Original Agreement as provided below.

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, St. Charles, Batavia and Geneva hereby agree, covenant, represent, and undertake as follows:

ARTICLE I

In General

Section 1.1. General Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms, and phrases defined in the recitals and preambles hereto and elsewhere herein shall have the same meanings for all purposes of this Agreement. In addition, in all cases, the singular includes the plural, the plural includes the singular, and a reference to any gender includes both genders and the neuter, as the case may be.

Section 1.2. Certain Phrases. The words “hereof,” “herein,” “hereunder,” “hereto,” and other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used. St. Charles, Batavia and Geneva are sometimes referred to individually as a “Member” or “Legacy Member” or collectively as “Legacy Members.” A Contract Communication Service Agency (Section 2.6 below) is sometimes referred to as an “agency.”

Section 1.3. Subdivisions. References to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.

Section 1.4. Headings. The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

ARTICLE II

Section 2.1. Purpose. The purpose of this Agreement is to unite the parties in a cooperative arrangement to provide communications services for police, fire, ambulance and other emergency functions within St. Charles, Geneva and Batavia, as well as other units of local government which Tri-Com, as hereinafter defined, through its Board of Directors (as defined at Section 2.11) may contract for rendering communication services (contract communications service member). In no event shall any contract communications service member become a party to this Agreement without first complying with the terms and conditions set forth at Section 2.6.1 (Additional Parties). Contract communication service members shall have -restricted voting rights (see Section 2.11.1 below) on the Board of Directors or entitlement to any capital investments of Tri-Com, but shall be permitted to attend open meetings of the Board of Directors.

Section 2.2. Name. The name by which the cooperative arrangement shall be known is “Tri Com” or “Tri-Com Central Dispatch.”

Section 2.3. Legal Basis. This Agreement is executed pursuant to the provisions of Article VII, section 10, of the Constitution of Illinois of 1970 and pursuant to the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1, et seq. (2017)). It is the intention of the parties to exercise to the fullest extent permitted by law the authority granted them under those constitutional and statutory provisions.

Section 2.4. Term of Agreement. The -Original Agreement commenced on May 1, 1976 and this Agreement shall automatically renew with no affirmative action by the parties for successive annual periods commencing May 1st of each year until notice of termination is given as provided in Section 2.11 below.

Section 2.5. Availability of Communications Services. Tri-Com shall continuously provide communications services to the parties to this Agreement in the manner determined by the Board of

Directors of Tri-Com. Access to communications systems and equipment by agencies or personnel of each party to this Agreement shall be determined by rules promulgated by the Board of Directors or by its delegate.

Section 2.6 Additional Parties/Contract Communication Service Contracts.

2.6.1 Additional Parties. Other municipalities, as defined by Section 1, Article VII of the Constitutions of the State of Illinois, and fire protection districts, as defined by the Illinois Fire Protection District Act, may become a party to the Agreement upon approval of the Board of Directors of Tri-Com, upon the execution of an appropriate joinder agreement and upon payment of a sum fixed by the Board of Directors to compensate the Legacy Members proportionately for their expenses in acquiring capital assets for Tri-Com. Such additional parties shall have all of the rights and liabilities of the Legacy Members beginning on the effective date of their membership.

2.6.2 Contract Communications Service Contracts. The Board of Directors may enter into Contract Communications Service contracts with units of local government, fire protection districts or community colleges, whether or not contiguous to the corporate boundaries of any Legacy Member. All new members as well as Contract Communications Service Agencies shall be required to, prior to the effective date of commencing service with Tri-Com, pay to Tri-Com a proportionate share of the minimum operating reserves of Tri-Com and any expenses related to the conversion of service to Tri-Com. The new member's proportionate share of the minimum operating reserves shall be calculated by multiplying one-fourth (25%) of the current year's day-to-day operating budget of Tri-Com ("minimum 3-month operating reserve") by the anticipated call volume percentage of the new member. The anticipated call volume, which is the aggregate of all Calls for Service received by Tri-Com, shall be determined by using the new member's call volume for the prior calendar year. The new member's call volume shall be interpolated into an estimated percentage of Tri-Com call volume. For illustration purposes only, assume Tri-Com's current day-to-day operating budget is \$2,500,000 and the new member's prior year's call volume would have constituted 1.2% of Tri-Com's entire call volume for the prior year, the new member's contribution to the operating reserve would be \$7,500. ($\$2,500,000 \times .25 = \$625,000 \times .012 = \$7,500$) for its one-time, nonrefundable contribution to the financial operating reserves of Tri-Com.

Section 2.7 Equipment. Tri-Com shall maintain sufficient records at all times to enable the parties to this Agreement to identify the Tri-Com equipment and to establish the depreciated value of that equipment at any time during the life of this Agreement or any extensions thereof. The useful life and the rate of depreciation of each piece of Tri-Com equipment shall be established by the Board of Directors of Tri-Com. The Board of Directors may, from time to time, determine that equipment other than that described in this Section is also Tri-Com equipment and, if it does so, so it shall keep its records accordingly.

Section 2.8 Personnel. The number and job descriptions of persons employed on behalf of Tri-Com shall be determined by its Board of Directors. Employees will technically be employees of the Geneva for insurance, retirement plan, or other human resources purposes. However, the Board of Directors may delegate the duties of hiring, promoting, disciplining, and discharging employees to an administrative director, to be known as the Executive Director, ~~provided that the Director shall notify the Board of Directors in writing of any and all personnel actions taken within ten (10) days of said actions. Any employee affected by a disciplinary action taken by the Executive Director shall have the right to file a written appeal to the Board of~~

~~Directors, which appeal shall be heard by the Board of Directors at its regularly scheduled meeting.~~ Moreover, the determination of salaries and wages of employees of Tri- Com shall be made by the governing bodies of the parties to this Agreement. Any change or modification of salaries and wages paid to any said employees shall be effective only upon the recommendation of a majority of the Tri-Com ~~Special Personnel Committee~~, which committee shall consist of the aldermen appointed to the Board of Directors as provided in Paragraph 2.10 below. Notwithstanding any previous position held by a Tri-Com employee in the police or fire departments of any party to this Agreement and notwithstanding any other circumstances which might give appearance of a legal relationship between Tri-Com and a police or fire department of any party or of more than one party to this Agreement, no Tri-Com employee shall be considered to be a policeman or fireman employed by any party to this Agreement. The ~~Board of Directors~~ of Tri-Com shall advise each new employee in writing within 7 days of employment the terms of this Section 2.8. ~~Notwithstanding any provision contained in this Section 2.8 to the contrary, the Executive Director may appoint, evaluate, promote, demote or remove employees of Tri- Com pursuant to the approved Tri- Com budget and in accordance with the personnel policies, procedures, and collective bargaining agreements of Tri- Com; prior to the suspension, demotion or termination of an employee, the Executive Director shall consult with the Human Resources Division of Geneva as to the manner and procedure of discipline.~~

Commented [DR1]: Moved to Article IV section C3 of the By-laws

Commented [DR2]: Not sure we have done it this way. Is this still something we want

Commented [DR3]: Already in Article IV section C3 of the By-laws

Section 2.9. Insurance and Indemnification. Tri-Com shall procure and maintain, during the term of this Agreement and any extension thereof, sufficient insurance to cover the replacement value of the Tri-Com equipment against fire and extended coverage risks. Tri-Com shall also procure and maintain, during the term of this Agreement and any extensions thereof, liability insurance with a single limit of \$1,000,000.00 insuring the parties, as their interests may appear, against public liability for any alleged act or omission in connection with Tri-Com. Each policy of insurance required to be purchased under this Section shall be available at Tri-Com's offices for inspection by a duly authorized agent or employee of any party to the Tri-Com Agreement during regular business hours. The cost of any such insurance shall be a cost of operating Tri-Com, to be borne by the parties hereto in the same manner as other costs in accordance with Section 2.10 hereof.

Section 2.10 Financial Obligations for Administrative Support Services. ~~St. Charles, Geneva and Batavia, as well as new members and Contract Communication Service Agencies (as defined at Section 2.13 below), each Tri-Com shall pay to Tri-Com, an annual sum, as and for reimbursement for administrative support services (personnel, human resources and financial administration services) provided by Geneva to Tri-Com. The amount of this reimbursement shall be a designated amount of the annual Tri-Com budget. The Administrative Support Services may include financial, human resources, administrative support services, and such other support services, as reasonably determined by Geneva and approved by the Board of Directors of Tri-Com. Tri-Com shall pay to Geneva on a monthly basis, as and for Administrative Support Services, the amount of actual expenditures incurred by Geneva.~~

Commented [DR4]: Already in Article VII section D of the By-laws

2.10.1 Annual Dispatch Service Fee. In addition to the cost for Administrative Support Services, an Annual Dispatch Service Fee shall be paid by each Member to Geneva, in the name of Tri-Com, in equal quarter annual installments by the tenth day of the month following receipt of an invoice from Tri-Com. The Annual Dispatch Service Fee is based on the sum of the Base Fee and the Usage Fee, as set forth below:

2.10.2 Base Fee. The purpose of the Base Fee is to allocate among Legacy Members and other members, including Contract Communication Service Agencies, operating expenses of Tri-Com. The Base Fee is 1% of the annual day-to-day operating budget for members or Contract Communication Service Agencies with a Calls for Service (as defined below and hereafter referred to as "CFS") of 1% or more. In the event the annual CFS is between .5% and 1%, the annual Base Fee shall be \$15,000 and if the member's or agency's CFS is below .5%, the annual Base Fee shall be \$10,000. For the purpose of this Agreement, a Call for Service is a telephonic alarm dispatch request or emergency responder request received by Tri-Com Central Dispatch from a location within (or for a location within) the corporate boundaries of a member (Legacy Member or Contract Communication Service Agency).

2.10.3 Usage Fee. The Usage Fee is a Member's or Contract Communication Service Agency's proportionate share of the remaining balance of the annual day-to-day operating budget (reduced by total Base Fees and non-Usage Fee revenues) based upon the number of Calls for Service received from a Member's or agency's corporate jurisdiction for the prior fiscal year. The proportionate share of a Member or agency for a fiscal year shall be determined by dividing the total number of Calls for Service originating from a Member or agency by the total number of Calls for Service received by Tri-Com. For illustration purposes only, assume that Tri-Com's annual day-to-day operating budget for calendar year 2014 is \$2,500,000 and Tri-Com received 182,500 Calls for Service in year 2013 and Municipality "X" generated 63,875 Calls for Service. The Annual Dispatch Service Fee for Municipality "X" would be calculated as follows:

Base Fee (1% of \$2,500,000) = \$25,000.00

Usage Fee (63,875/182,500 = 35% x \$2,325,000*) = \$813,750.00

Annual Dispatch Service Fee (\$25,000.00 + \$813,750): \$838,750.00

**Net day-to-day Operating Budget after Base Fee and non-Usage Fee Reductions*

Geneva shall keep accurate records of the cost of operating Tri-Com, which records shall be available at Geneva's municipal offices for inspection by a duly authorized agent or employee of a Legacy Member, members or Contract Communication Service Agency during regular business hours. The operating expenses shall include a reasonable sum for Geneva's Administrative Support Services expenses. Geneva shall invoice the legacy Members, members and Contract Communications Service Agencies for their respective shares of the Annual Dispatch Service Fee quarterly. Invoices are to be paid within forty-five (45) days from receipt thereof. The financial records of Tri-Com shall be audited annually by an auditor selected by Tri-Com and the cost of audit shall be a cost of operating Tri-Com.

Section 2.11 Board of Directors; constituted: ~~The management of Tri-Com shall be vested in the Board of Directors, consisting of, nine (9) Directors, who~~ The Police Chief, the Fire Chief and one Alderman shall be appointed from each Legacy Member as Directors by the respective Mayors of each Legacy Member, with the advice and consent of each Mayor's respective City Council, ~~as follows:~~ Each Contract Communication Service Agency whose CFS for the prior fiscal year was greater than 8 % of the total CFS may appoint one Director to the Board. In the event the CFS for any Contract Communication Service Agency is less than 8% of the total CFS, the right to vote for that Contract Communication Service

~~Agency shall cease instant. Contract Communication Service Agencies whose individual CFS, for the prior fiscal year are less than 8% (hereafter referred to as "Combined Agency") may collectively, elect a single Director to the Board. A Combined Agency's Director shall be designated in a letter written to the Board on an annual basis.~~

~~The police chief from each of the Legacy Members to the Agreement (3 in number); Each fire chief from each of the Legacy Members to the Agreement (3 in number); and, one alderman from each of the Legacy/ Members to the Agreement (3 in number). In the event an appointed Director is unable to attend a Board of Directors' meeting, each Legacy Member Director may designate an Alternate Director who may be an elected or appointed officer of such municipality who can vote in the Director's absence.~~

~~**2.11.1 Voting; Quorum.** Each Director shall be entitled to cast one vote on each matter coming before the Board of Directors for action, and a majority of the Directors present and voting at a duly noticed Board of Directors' meeting, when there is a quorum of five (5) Directors (at least one from each Legacy Member), shall be required for the Board of Directors to act. In the event that a Legacy member has less than three Directors, but more than one Director, present at a Board of Directors' meeting, the Legacy member shall be entitled to cast a total of three (3) votes, through its Director(s) who are present, on all matters coming before the Board of Directors at the meeting in question.~~

~~Each Contract Communication Service Agency whose CFS for the prior fiscal year was greater than 8 % of the total CFS shall be entitled to cast one (1) vote, through its designated representative, on each matter coming before the Board of Directors. However, for the sole purposes of voting at Board of Director's meetings under this Section 2.11.1, Contract Communication Service Agencies whose individual CFS, for the prior fiscal year is less than 8 % may, collectively, elect a single representative (hereafter referred to as "Combined Agency"). A Combined Agency, under this Section and through its elected representative, may cast one (1) vote on each matter coming before the Board of Directors for action. A Combined Agency's representative shall be designated on an annual basis.~~

2.11.3 Meetings. The Board of Directors shall meet at least once every 90 days, with at least one meeting being held in May, at which time a chairperson of the Board of Directors shall be elected by the voting members. The chairperson and vice- chairperson can only be a representative from a Legacy agency. Ten (10) days written notice of all meetings of the Board of Directors shall be given to each party to this Agreement by the chairperson of the Board of Directors with the aid and assistance of the Executive Director. The chairperson or a majority of the Legacy Members of the Board of Directors shall have the authority to call meetings. The Board of Directors shall have the authority to adopt its own rules or by-laws to govern its own deliberation and proceedings.

Section 2.12 Termination. The participation of any party in Tri-Com shall be automatically terminated upon the expiration of 30 days after giving of written notice of default of any of that party's obligations under this Agreement. Upon the occurrence of any default, it shall be the duty of the Chairman of the Board of Directors to give written notice to the defaulting party's clerk or secretary, as the case may be, as provided in ~~Section 3.4~~Article III below. In addition to such automatic termination, any party may voluntarily terminate its participation by giving written notice to each other party 6 months before the termination date. Regardless of the manner in which termination is ~~effected~~affected, the terminated party shall pay its proportionate share of the costs of Tri-Com in accordance with ~~Section 2.10~~Article II hereof until April 30 following the termination date.

Commented [DR5]: Clarified who Directors were, allowed alternates for all and required a letter from Combined Agencies.

Commented [DR6]: Most already covered in the By-Laws, removed section on allowing 3 votes from one Director

The withdrawing agency shall forfeit any and all interest, right and title to Tri-Com property and assets of any type whatsoever. The withdrawing agency shall be liable for all costs incurred by Tri-Com as a result of the member's separation and withdrawal. This may include, but is not limited to, legal fees, court costs and interest on late payment of obligations.

Commented [DR8]: Additional wording from the By-Laws

Section 2.14 Amendments. No Legacy Member shall directly or indirectly seek any modification of this Agreement, as amended, through court action and the Agreement, as heretofore and herein amended, shall remain in full force and effect until amended or changed in writing by the mutual agreement of the Legacy Members.

Section 2.15 Remedies. Since the purpose of this Agreement is to provide communications services on an ongoing basis, it may be that money damages or termination of the Agreement would be inadequate remedies in the event of default. Accordingly, the parties explicitly agree that any one or more parties hereto aggrieved by the default hereunder of any one or more other parties shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in this Section shall be construed to deprive an aggrieved party of any remedy afforded by law.

Section 2.16 Donated Equipment. Any party to this Agreement may at any time donate property or equipment to Tri-Com for use by any or all of the parties. Such property or equipment shall continue to be owned by the donating party, which shall provide the other parties with a written description of the donated property for their records and for Tri-Com's records. If the party owning donated property wishes to withdraw it from service and if the donated property must, in the opinion of the Board of Directors, be replaced to insure the continuous smooth functioning of Tri-Com, then such donated equipment shall not be withdrawn from service without reasonable notice from the donating party to Tri-Com. If a party donating equipment to Tri-Com does not wish to retain the right to withdraw that equipment from service, the Board of Directors, on that party's request, shall fix a value, useful life and rate of depreciation for the property; the property shall become part of the Tri-Com equipment under Section 2.7 of this Agreement, and the donating party shall be credited with the value of the property, as determined by the Board of Directors, against the invoices submitted to the donating party under Section 2.10 of this Agreement or shall be reimbursed in some other manner determined by the Board of Directors.

Section 2.17 Contracts. Tri-Com may enter into any contracts determined by the Board of Directors to be reasonably necessary to implement the purpose of this Agreement, provided that no such contract shall, without the express approval of all parties to this Agreement, increase the amount which any party would otherwise be required to pay under Section 2.10 hereof during the fiscal year in which the contract becomes effective. No officer, agent, employee or director of Tri-Com shall have any authority under this Section to extend the contractual liability of any party hereto in any manner not permitted by law. Any contract which any one party to this Agreement could not by law enter into without public notice and competitive bids shall not be entered into by Tri-Com without public notice and competitive bids. The Board of Directors may adopt any notice and bidding procedure consistent with law.

Section 2.18 Severability. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the Agreement as a whole or of any other part.

**ARTICLE III
Miscellaneous**

Section 3.1. Notices and Communications. All notices, demands, requests for reimbursement, or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) delivered, in each case, to the St. Charles, Batavia and Geneva at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) if to the City of St. Charles at 2 E. Main Street, St. Charles, IL 60174, Attn: City Administrator; and
- (ii) if to the City of Batavia at 100 N. Island Ave., Batavia, IL 60510, Attn: City Administrator; and
- (iii) if to the City of Geneva at 22 S. First Street, Geneva, IL 60134, Attn: City Administrator,

Or (c) delivered, in the case of a Communication Service Agency at its corporate address listed with the Illinois Secretary of State.

Whenever any party hereto is required to deliver notices, certificates, opinions, statements, or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 3.2. Illinois Law. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 3.3. Written Modification. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired other than by an instrument in writing duly authorized and executed by St. Charles, Batavia and Geneva.

Section 3.4. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 3.5. Effective Date. This restated Agreement shall become effective upon its execution and delivery by all parties.

Section 3.6. Entire Agreement. This Agreement constitutes the entire agreement of the St. Charles, Batavia and Geneva on the subject matter hereof.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

CITY OF BATAVIA,

CITY OF ST. CHARLES

KANE COUNTY, ILLINOIS

By: _____
Mayor

[seal]

ATTEST:

City Clerk

Date: _____

KANE AND DUPAGE COUNTIES,
ILLINOIS

By: _____
Mayor

[seal]

ATTEST:

City Clerk

Date: _____

CITY OF GENEVA
KANE COUNTY, ILLINOIS

By: _____
Mayor

[seal]

ATTEST:

City Clerk

Date: _____