



TRI-COM BOARD OF DIRECTORS SPECIAL MEETING
Special Meeting Agenda
Wednesday, January 23, 2018

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) Authorize Approval of Resolution 2019-01: Adopting the Tri-Com Central Dispatch Fiscal Year 2019-2020 Budget

New Business: 1) Discussion of Intergovernmental Agreement Revision Draft

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, March 13, 2019 at 8:00 A.M.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Recommend approval of Resolution No. 2019-01 adopting the Tri-Com Central Dispatch Fiscal Year 2019-2020 Budgets.		
Presenter & Title:	Nicole Lamela, Executive Director		
Date:	January 23, 2018		
<i>Please Check Appropriate Box:</i>			
<input type="checkbox"/>	Regular Meeting	<input checked="" type="checkbox"/>	Special Meeting
<input type="checkbox"/>	Other -	<input type="checkbox"/>	
Estimated Cost: N/A		Budgeted?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
Included in this agenda item is the proposed FY 2019-2020 Budget for Tri-Com Central Dispatch. The preliminary budget was presented to the Tri-Com Board of Directors on January 9, 2019.			
There are no changes from the proposed to the budget presented this morning.			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution 2019-01 • Tri-Com Central Dispatch Fiscal Year 2019-2020 Budget 			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Approve Resolution 2019-01 adopting the Tri-Com Central Dispatch FY 2019-20 Budget.			

RESOLUTION NO. 2019-01

**A RESOLUTION ADOPTING THE TRI-COM CENTRAL DISPATCH
FISCAL YEAR 2019-2020 BUDGET**

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

WHEREAS, the City of Geneva is the Lead Original Member of Tri-Com and all annual budgets and amendments thereto of Tri-Com shall be approved by the City of Geneva; and

WHEREAS, the budget document was presented to the Tri-Com Board of Directors on January 9, 2019; and

WHEREAS, the annual budget must be approved by the Tri-Com Board of Directors per the Tri-Com Central Dispatch By-laws Article IV (8) b dated May 15, 2013.

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

SECTION 1. That the FY 2019-20 Budget for the Tri-Com Central Dispatch in the form and substance as attached hereto as Exhibit "A" is adopted by the Tri Com Board of Directors, in the total amount of Four Million, Two Hundred Ninety Five Thousand, Forty Five Dollars (\$4,295,045) in Revenues and our Million, Two Hundred Ninety Five Thousand, Forty Five Dollars (\$4,295,045) in Expenses.

SECTION 2. That the Board of Directors shall cause copy of this Resolution to be filed with the Municipal Budget Officer of the City of Geneva with a request for approval of the FY 2019-2020 budget by the City of Geneva as the Lead Original Member.

Passed by the Tri Com Board of Directors, this 23rd day of January, 2019.

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

Chairman

ATTEST:

Vice Chairman

TRI-COM CENTRAL DISPATCH SERVICES
Budget Summary by Account
Fiscal Year Ending April 30, 2020 & 2021

Account	Description	2016-2017 Actual	2017-2018 Actual	2018-2019 Budget	2018-2019 Projected	2019-2020 Request	2020-2021 Request
Revenues and Other Financing Sources							
448	State/Local Grants	-	3,582	-	-	-	-
449	Wireless 911	1,025,941	1,062,719	1,355,524	2,400,000	2,400,000	2,400,000
Total Intergovernmental Revenues		1,025,941	1,066,301	1,355,524	2,400,000	2,400,000	2,400,000
467	Dispatch Services	1,734,546	2,157,111	2,030,382	2,032,835	1,870,045	1,924,280
Total Service Charges		1,734,546	2,157,111	2,030,382	2,032,835	1,870,045	1,924,280
481	Interest Income	6,256	22,102	12,000	35,000	25,000	25,000
483	Insurance & Property Damage	38	-	-	-	-	-
485	Reimbursed Expenditures	25,358	4,701	5,250	5,250	-	-
489	Miscellaneous	-	51,327	47,440	47,450	-	-
Total Other Revenues		31,652	78,130	64,690	87,700	25,000	25,000
493	Other Financing Sources	-	-	887,430	-	-	-
499	Reappropriation	-	-	1,065,000	-	-	-
Total Other Financing Sources		-	-	1,952,430	-	-	-
Total Revenues and Other Financing Sources		\$ 2,792,139	\$ 3,301,542	\$ 5,403,026	\$ 4,520,535	\$ 4,295,045	\$ 4,349,280
Expenditures and Other Financing Uses							
501	Wages - Regular	\$ 1,547,470	\$ 1,453,977	\$ 1,718,428	\$ 1,555,420	\$ 1,923,707	\$ 2,018,618
502	Wages - Part-Time/Seasonal	50,342	30,441	31,020	30,350	-	-
503	Overtime	62,524	324,115	113,360	456,020	70,020	70,000
518	Training Premium Pay	4,199	2,465	3,107	65	2,500	2,500
519	TIC Premium Pay	9,020	6,605	8,400	4,840	6,000	6,000
521	Group Insurance	268,112	278,985	363,736	268,780	349,614	386,702
522	Medicare	23,374	25,382	27,043	28,920	28,993	30,373
523	Social Security	99,944	107,656	115,631	121,100	123,984	123,867
524	IMRF	174,572	202,488	204,416	239,140	182,751	201,861
527	Car Allowance	-	-	6,000	6,000	6,000	6,000
528	Unemployment Compensation	-	-	-	6,000	-	-
Total Personnel Services		2,239,556	2,432,114	2,591,141	2,716,635	2,693,569	2,845,921
531	Maintenance Service	96,812	102,636	195,267	120,427	213,000	213,000
541	Accounting & Auditing Service	8,300	10,300	12,000	6,000	12,730	13,100
543	Legal Service	8,220	6,955	12,500	20,000	17,003	17,001
544	Medical Services	1,110	687	1,000	1,100	1,200	1,000
546	Janitorial Service	19,727	19,727	17,600	17,600	17,600	17,600
547	Banking Service	-	-	100	-	100	100
559	Other Professional Services	5,848	2,155	6,800	6,800	6,800	6,800
561	Postage	356	45	300	300	300	300
562	Telephone	222,852	250,854	276,252	291,500	352,200	102,200
563	Publishing	2,042	1,913	1,200	1,000	1,350	1,350
564	Printing	727	(228)	-	-	-	-
565	Internet	-	4,883	12,000	12,000	13,000	14,000
571	Dues & Subscriptions	1,724	1,175	2,750	1,400	1,800	1,450
572	Travel & Meals	5,790	7,403	6,850	2,400	8,500	8,500
573	Training & Professional Development	13,371	10,673	14,305	12,500	14,300	14,300
581	Utilities	35,871	32,311	34,998	34,673	37,450	39,400
583	Garbage Disposal	-	-	-	-	-	-
591	Liability Insurance	27,788	40,927	29,000	29,000	32,000	35,000
595	Rentals	7,982	7,294	13,320	13,200	15,500	16,600
599	Other Contractual Services	101,583	51,157	37,000	39,000	244,693	343,770
Total Contractual Services		560,103	550,867	673,242	608,900	989,526	845,471

TRI-COM CENTRAL DISPATCH SERVICES
Budget Summary by Account
Fiscal Year Ending April 30, 2020 & 2021

Account	Description	2016-2017 Actual	2017-2018 Actual	2018-2019 Budget	2018-2019 Projected	2019-2020 Request	2020-2021 Request
601	Maintenance Supplies	534	915	500	500	500	500
621	Office Supplies	3,760	1,925	4,000	4,000	4,500	4,500
622	Office Equipment	893	(25)	700	700	2,000	700
623	Office Furniture	1,012	782	1,750	1,000	10,600	750
624	Operating Supplies	2,437	2,696	4,100	4,100	4,800	4,900
626	Janitorial Supplies	363	259	300	450	500	500
627	Motor Fuel & Lubricants	548	-	-	-	-	-
631	Clothing	4,160	6,351	9,650	9,900	9,850	9,850
663	Computer Software	16,288	9,023	10,000	10,000	10,000	10,000
Total Commodities		29,995	21,926	31,000	30,650	42,750	31,700
705.44	Principal Motorola Lease	-	-	-	-	112,470	116,335
710.33	Interest Motorola Lease	-	-	-	-	36,185	32,320
Total Debt Service		-	-	-	-	148,655	148,655
810	Building & Improvements	46,700	-	25,000	25,000	40,000	15,000
815	Improvements Other Than Buildings	-	-	-	-	-	-
820	Machinery & Equipment	247,255	178,206	1,897,430	1,025,230	15,000	10,000
830	Office Furniture	-	-	500	500	500	-
835	Computer Equipment	11,721	7,049	10,000	10,000	75,000	-
Total Capital Outlay		305,676	185,255	1,932,930	1,060,730	130,500	25,000
917	Employee Awards	1,006	675	1,200	1,500	2,000	2,000
999	Source of Reserves	-	-	159,200	-	288,045	450,533
Total Other Expenditures		1,006	675	160,400	1,500	290,045	452,533
Total Expenditures and Other Financing Uses		\$ 3,136,336	\$ 3,190,837	\$ 5,388,713	\$ 4,418,415	\$ 4,295,045	\$ 4,349,280

TRI-COM CENTRAL DISPATCH SERVICES
Expenditure Budget Summary by Division & Classification
Fiscal Year Ending April 30, 2020 & 2021

Description	2016-2017 Actual	2017-2018 Actual	2018-2019 Budget	2018-2019 Projected	2019-2020 Request	2020-2021 Request
41 Administration						
Personnel Services	\$ 350,468	\$ 383,515	\$ 520,111	\$ 518,165	\$ 647,105	\$ 667,040
Contractual Services	95,264	104,667	103,375	101,350	121,451	125,021
Commodities	1,829	1,269	2,500	2,000	3,450	1,950
Total	<u>447,561</u>	<u>489,451</u>	<u>625,986</u>	<u>621,515</u>	<u>772,006</u>	<u>794,011</u>
85 Operations						
Personnel Services	1,889,088	2,048,599	2,071,030	2,198,470	2,046,464	2,178,881
Contractual Services	464,838	446,200	569,867	507,550	868,075	720,450
Commodities	28,166	20,658	28,500	28,650	39,300	29,750
Other Expenditures	1,006	675	1,200	1,500	2,000	2,000
Total	<u>2,383,098</u>	<u>2,516,132</u>	<u>2,670,597</u>	<u>2,736,170</u>	<u>2,955,839</u>	<u>2,931,081</u>
90 Debt Service						
Debt Service	-	-	-	-	148,655	148,655
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>148,655</u>	<u>148,655</u>
95 Capital Outlay						
Capital Outlay	305,676	185,255	1,932,930	1,060,730	130,500	25,000
Other Expenditures	-	-	159,200	-	288,045	450,533
Total	<u>305,676</u>	<u>185,255</u>	<u>2,092,130</u>	<u>1,060,730</u>	<u>418,545</u>	<u>475,533</u>
Total General Fund	<u>3,136,336</u>	<u>3,190,837</u>	<u>5,388,713</u>	<u>4,418,415</u>	<u>4,295,045</u>	<u>4,349,280</u>
Total General Fund						
Personnel Services	\$ 2,239,556	\$ 2,432,114	\$ 2,591,141	\$ 2,716,635	\$ 2,693,569	\$ 2,845,921
Contractual Services	560,103	550,867	673,242	608,900	989,526	845,471
Commodities	29,995	21,926	31,000	30,650	42,750	31,700
Debt Service	-	-	-	-	148,655	148,655
Capital Outlay	305,676	185,255	1,932,930	1,060,730	130,500	25,000
Other Expenditures	1,006	675	160,400	1,500	290,045	452,533
Other Financing Uses	-	-	-	-	-	-
Total	<u>3,136,336</u>	<u>3,190,837</u>	<u>5,388,713</u>	<u>4,418,415</u>	<u>4,295,045</u>	<u>4,349,280</u>

TRI-COM CENTRAL DISPATCH SERVICES
 Expenditure Budget Summary by Division
 Fiscal Year Ending April 30, 2020 & 2021

Description	2016-2017 Actual	2017-2018 Actual	2018-2019 Budget	2018-2019 Projected	2019-2020 Request	2020-2021 Request
41 Administration	\$ 447,561	\$ 489,451	\$ 625,986	\$ 621,515	\$ 772,006	\$ 794,011
85 Operations	2,383,098	2,516,132	2,670,597	2,736,170	2,955,839	2,931,081
90 Debt Service	-	-	-	-	148,655	148,655
95 Capital Outlay	305,676	185,255	2,092,130	1,060,730	418,545	475,533
Total General Fund	<u>3,136,336</u>	<u>3,190,837</u>	<u>5,388,713</u>	<u>4,418,415</u>	<u>4,295,045</u>	<u>4,349,280</u>

TRI-COM CENTRAL DISPATCH SERVICES
 Budget Detail by Division
 Fiscal Year Ending April 30, 2020 & 2021

Division 41 - Administration

Account	Description	2016-2017 Actual	2017-2018 Actual	2018-2019 Budget	2018-2019 Projected	2019-2020 Request	2020-2021 Request
Expenditures							
501	Wages - Regular	\$ 215,223	\$ 253,264	\$ 340,473	\$ 354,000	\$ 495,091	\$ 507,823
502	Wages - Part-Time/Seasonal	50,342	30,441	31,020	26,915	-	-
521	Group Insurance	34,466	46,161	70,239	57,770	60,646	63,125
522	Medicare	3,752	3,980	5,474	5,465	7,266	7,452
523	Social Security	16,044	17,019	23,404	23,365	31,068	31,857
524	IMRF	30,642	32,651	43,501	44,650	47,034	50,783
527	Car Allowance	-	-	6,000	6,000	6,000	6,000
Total Personnel Services		350,468	383,515	520,111	518,165	647,105	667,040
531	Maintenance Service	143	-	-	-	-	-
541	Accounting & Auditing	8,300	10,300	12,000	6,000	12,730	13,100
543	Legal Services	8,220	6,955	12,500	20,000	17,003	17,001
547	Banking Services	-	-	100	-	100	100
561	Postage	356	45	300	300	300	300
562	Telephone	(50)	669	1,500	1,500	2,200	2,200
563	Publishing	1,742	1,314	200	-	350	350
564	Printing	727	(228)	-	-	-	-
571	Dues	1,071	908	1,250	1,250	1,300	1,300
572	Travel	2,382	2,687	3,000	1,600	5,000	5,000
573	Training	1,504	3,977	4,305	2,500	4,300	4,300
591	Liability Insurance	27,788	40,927	29,000	29,000	32,000	35,000
595	Rentals	1,447	1,980	2,220	2,200	2,500	2,600
599	Other Contractual Services	41,634	35,133	37,000	37,000	43,668	43,770
Total Contractual Services		95,264	104,667	103,375	101,350	121,451	125,021
622	Office Equipment	-	(25)	-	-	-	-
623	Office Furniture	552	284	750	-	1,500	-
627	Motor Fuel & Lubricants	548	-	-	-	-	-
631	Clothing	728	1,010	1,750	2,000	1,950	1,950
Total Commodities		1,829	1,269	2,500	2,000	3,450	1,950
Total Administration		\$ 447,561	\$ 489,451	\$ 625,986	\$ 621,515	\$ 772,006	\$ 794,011

TRI-COM CENTRAL DISPATCH SERVICES
Budget Detail by Division
Fiscal Year Ending April 30, 2020 & 2021

Division 85 - Operations

Account	Description	2016-2017 Actual	2017-2018 Actual	2018-2019 Budget	2018-2019 Projected	2019-2020 Request	2020-2021 Request
Expenditures							
501	Wages - Regular	\$ 1,332,247	\$ 1,200,714	\$ 1,377,955	\$ 1,201,420	\$ 1,428,616	\$ 1,510,795
502	Wages - Part-Time/Seasonal	-	-	-	3,435	-	-
503	Overtime	62,524	324,115	113,360	456,020	70,020	70,000
518	Training Premium Pay	4,199	2,465	3,107	65	2,500	2,500
519	TIC Premium Pay	9,020	6,605	8,400	4,840	6,000	6,000
521	Group Insurance	233,647	232,824	293,497	211,010	288,968	323,577
522	Medicare	19,622	21,401	21,569	23,455	21,727	22,921
523	Social Security	83,900	90,638	92,227	97,735	92,916	92,010
524	IMRF	143,930	169,837	160,915	194,490	135,717	151,078
528	Unemployment Compensation	-	-	-	6,000	-	-
Total Personnel Services		1,889,088	2,048,599	2,071,030	2,198,470	2,046,464	2,178,881
531	Maintenance Services	96,669	102,636	195,267	120,427	213,000	213,000
544	Medical Services	1,110	687	1,000	1,100	1,200	1,000
546	Janitorial Service	19,727	19,727	17,600	17,600	17,600	17,600
599	Other Professional Services	5,848	2,155	6,800	6,800	6,800	6,800
562	Telephone	222,902	250,185	274,752	290,000	350,000	100,000
563	Publishing	300	599	1,000	1,000	1,000	1,000
565	Internet	-	4,883	12,000	12,000	13,000	14,000
571	Dues	653	267	1,500	150	500	150
572	Travel	3,409	4,716	3,850	800	3,500	3,500
573	Training	11,867	6,696	10,000	10,000	10,000	10,000
581	Utilities	35,871	32,311	34,998	34,673	37,450	39,400
595	Rentals	6,535	5,314	11,100	11,000	13,000	14,000
599	Other Contractual Services	59,949	16,024	-	2,000	201,025	300,000
Total Contractual Services		464,838	446,200	569,867	507,550	868,075	720,450
601	Maintenance Supplies	534	915	500	500	500	500
621	Office Supplies	3,760	1,925	4,000	4,000	4,500	4,500
622	Office Equipment	893	-	700	700	2,000	700
623	Office Furniture	460	498	1,000	1,000	9,100	750
624	Operating Supplies	2,437	2,696	4,100	4,100	4,800	4,900
626	Janitorial Supplies	363	259	300	450	500	500
631	Clothing	3,432	5,341	7,900	7,900	7,900	7,900
663	Computer Software	16,288	9,023	10,000	10,000	10,000	10,000
Total Commodities		28,166	20,658	28,500	28,650	39,300	29,750
820	Machinery & Equipment	-	100	-	-	-	-
917	Employee Awards	1,006	575	1,200	1,500	2,000	2,000
Total Other Expenditures		1,006	675	1,200	1,500	2,000	2,000
Total Operations		\$ 2,383,098	\$ 2,516,132	\$ 2,670,597	\$ 2,736,170	\$ 2,955,839	\$ 2,931,081

TRI-COM CENTRAL DISPATCH SERVICES
 Budget Detail by Division
 Fiscal Year Ending April 30, 2020 & 2021

Division 90 - Debt Service

Account	Description	2016-2017 Actual	2017-2018 Actual	2018-2019 Budget	2018-2019 Projected	2019-2020 Request	2020-2021 Request
Expenditures							
705.44	Principal Motorola Lease	-	-	-	-	112,470	116,335
710.33	Interest Motorola Lease	-	-	-	-	36,185	32,320
Total Debt Service		\$ -	\$ -	\$ -	\$ -	\$ 148,655	\$ 148,655

TRI-COM CENTRAL DISPATCH SERVICES
 Budget Detail by Division
 Fiscal Year Ending April 30, 2020 & 2021

Division 41 - Capital Outlay

Account	Description	2016-2017 Actual	2017-2018 Actual	2018-2019 Budget	2018-2019 Projected	2019-2020 Request	2020-2021 Request
Expenditures							
810	Building & Improvements	46,700	-	25,000	25,000	40,000	15,000
815	Improvements Other Than Buildings	-	-	-	-	-	-
820	Machinery & Equipment	247,255	178,206	1,897,430	1,025,230	15,000	10,000
830	Office Furniture	-	-	500	500	500	-
835	Computer Equipment	11,721	7,049	10,000	10,000	75,000	-
Total Capital Outlay		<u>305,676</u>	<u>185,255</u>	<u>1,932,930</u>	<u>1,060,730</u>	<u>130,500</u>	<u>25,000</u>
999	Source of Reserves	-	-	159,200	-	288,045	450,533
Total Other Expenditures		<u>-</u>	<u>-</u>	<u>159,200</u>	<u>-</u>	<u>288,045</u>	<u>450,533</u>
Total Capital Outlay		<u>\$ 305,676</u>	<u>\$ 185,255</u>	<u>\$ 2,092,130</u>	<u>\$ 1,060,730</u>	<u>\$ 418,545</u>	<u>\$ 475,533</u>



TRI-COM BOARD OF DIRECTORS SPECIAL MEETING
Special Meeting Agenda
Wednesday, January 23, 2018

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) Authorize Approval of Resolution 2019-01: Adopting the Tri-Com Central Dispatch Fiscal Year 2019-2020 Budget

New Business: 1) Discussion of Intergovernmental Agreement Revision Draft

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, March 13, 2019 at 8:00 A.M.

**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 _____, 20__, 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).

W-I-T-N-E-S-S-E-T-H:

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

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 "TriCom Dispatch" or "TriCom") 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, the Village and the City St. Charles, Batavia and Geneva hereby agree, covenant, represent, and undertake as follows:

**ARTICLE I
In General**

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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.

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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.”

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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.

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

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ARTICLE II

Section 2.1. Purpose.

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

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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 Inter- governmental 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.

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Section 2.4. Term of Agreement. ~~This is~~ Original Agreement commenced on May 1, 1976 and this Agreement

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Section 2.5. Availability of Communications Services. Geneva TriCom shall continuously provide communications services to the parties to this Agreement in the manner determined by the ~~b~~Board of ~~d~~Directors of TriCom. ~~Geneva shall also have the same rights as any other recipient of communications services under this Agreement.~~ Access to communications systems and equipment by agencies or personnel of each party to this Agreement shall be determined by rules promulgated by the ~~b~~Board of ~~d~~Directors or by its delegate.

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Section 2.6 Additional Parties/Contract Communication Service Contracts.

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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 TriCom, 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 TriCom. 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 or fire protection districts, 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 TriCom, pay to TriCom a proportionate share of the minimum operating reserves of TriCom and any expenses related to the conversion of service to TriCom. 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 TriCom ("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 TriCom, 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 TriCom call volume. For illustration purposes only, assume TriCom'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 TriCom'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 TriCom.

Section 2.76 Equipment. The communications equipment which is actually used by Geneva (except in its police patrol cars or fire vehicles) in furtherance of its obligations under this Agreement shall be the TriCom equipment. Geneva TriCom shall maintain sufficient records at all times to enable the parties to this Agreement to identify the TriCom 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 TriCom equipment shall be established by the Board of Directors of TriCom. The Board of Directors may, from time to time, determine that equipment other than that described in this Section is also TriCom equipment and, if it does so, so it shall advise Geneva to keep its records accordingly.

Section 2.78 Personnel.

Section 2.89. Insurance and Indemnification. Geneva TriCom shall procure and maintain, during the term of this Agreement and any extension thereof, sufficient insurance to cover the replacement value of the TriCom equipment against fire and extended coverage risks. Geneva TriCom 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 TriCom. In addition, Batavia and St. Charles, jointly and severally, hereby indemnify and hold Geneva harmless from all claims, losses, expenses, costs of defense and judgments arising out of (in the case of Batavia's indemnity) Batavia's participation in or relationship to TriCom or (in the case of St. Charles' indemnity) St. Charles' participation or relationship to TriCom. Each

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~~policy of policy insurance of insurance~~ required to be purchased under this ~~paragraph~~ Section shall be available at Geneva's municipal TriCom's offices for inspection by a duly authorized agent or employee of any party to the TriCom Agreement during regular business hours. The cost of any such insurance shall be a cost of operating TriCom, to be borne by the parties hereto in the same manner as other costs in accordance with ~~para-graph 10~~ Section 2.10 hereof.

Section 2.910 Financial Obligations for Administrative Support Services. St. Charles, Geneva and Batavia, as well as new members and Contract Communication Service Agencies (as defined at ~~Paragraph 19~~ Section 2.13 below), each shall pay to Geneva through Tri Com, an annual sum, as and for reimbursement for administrative support services (personnel, human resources and financial administration services) provided by Geneva to TriCom. The amount of this reimbursement shall be ~~built a designated amount of into~~ the annual TriCom 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.

2.910.1 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 TriCom, in equal quarter annual installments by the tenth day of the month following receipt of an invoice from TriCom. The Annual Dispatch Service Fee is based on the sum of the Base Fee and the Usage Fee, as set forth below:

2.910.2 Base Fee. The purpose of the Base Fee is to allocate among ~~Original~~ Legacy

2.910.3 Usage Fee. The Usage Fee is a ~~an~~ Member's or Contract Communication

~~-~~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 TriCom, which records shall be available at Geneva's municipal offices for inspection by a duly authorized agent or employee of ~~an~~ ~~Original~~ 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 ~~Original~~ Legacy Members, members and Contract Communications Service Agencies for their respective shares of the Annual Dispatch Service Fee quarter annually. Invoices shall be paid within thirty (30) days from receipt thereof. The financial records of TriCom shall be audited annually by an auditor selected by the City of Geneva and the cost of audit shall be a cost of operating TriCom.

Section 2.110 Board of Directors; constituted: The management of TriCom shall be vested in the Board of Directors, consisting of nine (9) Directors, who shall be appointed

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by the respective Mayor of each ~~Original~~ Legacy Member, with the advice and consent of each Mayor's respective City Council, as follows:

Each police chief from each of the ~~Original~~ Legacy Members to the Agreement (3 in number); Each fire chief from each of the ~~Original~~ Legacy Members to the Agreement (3 in number); and,

2.101.1 Voting; Quorum. Each Director shall be entitled to cast one vote on each

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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 ~~paragraph~~ **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 ~~paragraph~~ **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.

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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 *instanter*. Each Contract Communication Service Agency, or a member other than an ~~Original~~ Legacy Member, may appoint an alternate representative to attend and vote on matters before the Board of Directors if its primary representative is unable to attend a meeting.

2.101.2 -Removal of Contract Communication Service Agency representative. The Board of Directors, upon the approval of a two-thirds (2/3) vote of the Board of Directors, may remove a specific Contract Communication Service Agency's representative or a specific Combined Agency's representative from participation in any Board of Directors' meetings. The removal of an individual, specific representative shall be effective for a period of not less than twelve (12) months from the date of the Board of Directors' vote thereon. In such cases, an alternate representative can be selected by the Contract Communication Service Agency or Combined Agency.

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2.101.3 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 an ~~Original~~ 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 ~~Original~~ 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.

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Section 2.1.2 Termination. The participation of any party in TriCom shall be automatically terminated upon the expiration of 30 days after giving of notice of default of any of

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that party's obligations under this Agreement. Upon the occurrence of any default, it shall be the duty of the **e**Chairman of the **b**Board of **d**irectors to give notice to the defaulting party. 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, the terminated party shall pay its proportionate share of the costs of TriCom in accordance with **paragraphSection 492.10** hereof until April 30 following the termination date.

Section 2.123 Equities in Equipment. The TriCom equipment will include certain **e**capital assets which will be acquired with funds provided by all parties to this Agreement. Upon termination of any party in accordance with the preceding **paragraph 12Section 2.12**, the depreciated value of each capital asset with an initial useful life greater than 4 years shall be determined, and TriCom shall reimburse the terminated party for its share of the undepreciated value. That share shall be determined by comparing (1) the amounts paid by the terminated party from the date or dates such assets were acquired until April 30 following the termination date with (2) the amounts paid by all parties (including the terminated party) during that same time period. Repayment shall be made within 18 months following the termination date.

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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.

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Section 2.176 Donated Equipment. Any party to this Agreement may at any time donate property or equipment to TriCom 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 TriCom'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 TriCom, then such donated equipment shall not be withdrawn from service without reasonable notice from the donating party to TriCom. If a party donating equipment to TriCom does not wish to retain the right to withdraw that equipment from service, the **b**Board of **d**irectors, 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 TriCom equipment under **paragraphSection 2.7** of this Agreement, and the donating party shall be credited with the value of the property, as determined by the **b**Board of **d**irectors, against the invoices submitted to the donating party under Section 2.910 of this Agreement or shall be reimbursed in some other manner determined by the **b**Board of **d**irectors.

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Section 2.187 Contracts. TriCom may enter into any contracts determined by the **b**Board of **d**irectors 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 2.910

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hereof during the fiscal year in which the contract becomes effective. No officer, agent, employee or director of TriCom 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 TriCom without public notice and competitive bids. The ~~b~~Board of ~~d~~Directors may adopt any notice and bidding procedure consistent with law.

Section 2.198 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.

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ARTICLE III
Miscellaneous

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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.

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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 ~~both the Village and the City~~ St. Charles, Batavia and Geneva.

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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.

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

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

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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.

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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: _____