

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

This Restated Intergovernmental Agreement is made and entered into as of Dec. 2, 2024 (“Tri-Com IGA”), by, and between the City of Batavia, Kane County, Illinois (“Batavia”), the City of Geneva, Kane County, Illinois (“Geneva”) and the City of St. Charles, Kane and DuPage Counties, Illinois (“St. Charles”) (hereinafter Batavia, Geneva, and St. Charles may be referred to as a “Legacy Member” or “Legacy Members”, as the case may be).

WITNESSETH

WHEREAS, the Legacy Members entered into an intergovernmental agreement creating Tri-Com Central Dispatch (“Tri-Com”) to provide communication services for police, fire, ambulance, and related services, on or about June 7, 1976 (“Original Agreement”); and

WHEREAS, the Original Agreement was subsequently amended in 1979, 1985, 1986, 2013, 2015, and 2020 (the Original Agreement and subsequent amendments, the “Original IGA”); and

WHEREAS, the Legacy Members, effective May 1, 2025, desire to terminate and render without full force or effect the Original IGA, in its entirety, by entering into this Tri-Com IGA; and

WHEREAS, Batavia and St. Charles are each a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois of 1970, 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 of 1970; and

WHEREAS, units of local government are authorized by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Municipal Code, 65 ILC 5/8-1-7(3), 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”; and

WHEREAS, Tri-Com has successfully provided communication services for the protection of the public health, safety, and welfare for almost fifty (50) years; and

WHEREAS, the Legacy Members find it desirable and in their respective interests to amend and restate the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Tri-Com IGA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Legacy Members hereby agree, covenant, represent, and undertake as follows:

1. Parties. Each of the parties to this Tri-Com IGA is a municipal corporation, organized and existing under the authority of the Laws of the State of Illinois. Each municipal corporation shall hereinafter be called “Batavia”, “Geneva”, or “St. Charles”, as the context may require.

2. Purpose. Purpose. The purpose of this Tri-Com IGA is to unite the parties in a cooperative arrangement to provide communication and related services for police, fire, ambulance, and other emergency services for the operation of a “Public Safety Answering Point” as defined by the Emergency Telephone System Act, 50 ILCS 750/01.01 *et seq.* (collectively “Communication Services”) serving Batavia, Geneva, St. Charles, and any other units of local government which Tri-Com, as hereinafter defined, through its Board of Directors, contract for rendering Communication Services (hereinafter “Contract Communications Service Agencies”). In no event shall any Contract Communications Service Agency become a party to this Tri-Com IGA without first complying with the terms and conditions set forth at Paragraph 14 (“Additional Parties”).

3. Name. For convenient reference, the name by which this arrangement shall be known as “Tri-Com Central Dispatch” or “Tri-Com”.

4. Legal basis. The Tri-Com IGA is executed pursuant to the provisions of Article VII, Section 10, of the Constitution of Illinois of 1970, the respective home rule authority of Batavia and St. Charles, and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* It is the intention of the Legacy Members to exercise the authority granted them to the fullest extent permitted by law.

5. Term of Tri-Com IGA. The Tri-Com IGA shall be in effect for a period of four (4) years, commencing on May 1, 2025, and ending April 30, 2029. Thereafter it shall automatically be renewed with no affirmative action by the Legacy Members for successive annual periods commencing May 1 of each year until notice of termination is given as provided in Paragraph 12 below.

6. Availability of Communications Services. Tri-Com shall continuously provide Communications Services to the Legacy Members and Contract Communications Service Agencies in the manner determined by the Board of Directors of Tri-Com. Access to communications systems and equipment by agencies or personnel of each Legacy Member and Contract Service Agencies shall be determined by rules promulgated by the Board of Directors. Tri-Com, by and through the Board of Directors, shall have the authority to contract or otherwise associate with other Public Safety Answering Points to ensure continuity and durability in Communication Services.

7. Equipment. The communications equipment and related infrastructure used by Tri-Com in furtherance of its obligations under Tri-Com IGA shall be owned, leased, or licensed by Tri-Com in its own name. Tri-Com shall maintain records to identify all equipment utilized by Tri-Com and provide the records to Geneva for financial auditing purposes.

8. Personnel.

8.1 Geneva shall serve as the human resources department for Tri-Com. Employees selected to work for Tri-Com shall be employed by Geneva and eligible for benefits offered to employees of Geneva. However, in the event any activities under this Tri-Com IGA are provided by another Legacy Member within that Legacy Member's corporate boundaries, the person(s) shall be an employee of that Member and not of Geneva. If the Legacy Members, through Geneva contract with a private entity to provide any of the services described in this Tri-Com IGA, then the employees of such private entity shall not be considered employees of the Geneva or any of the other Legacy Member for any purpose. Nothing in this Tri-Com

Agreement shall be construed to modify any existing collective bargaining agreement or any other employment agreement.

8.2 The Board of Directors shall be responsible for the hiring, promotion, discipline, and termination of employees selected to work for Tri-Com, but may delegate such duties to an administrative director, hereinafter the "Executive Director". The Executive Director shall hire, appoint, evaluate, promote, discipline, and terminate employees in accordance with the budget and personnel policies, procedures, and collective bargaining agreements of Tri-Com. Prior to the suspension, demotion, or termination of an employee, the Executive Director shall advise the Human Resources Division of Geneva, labor counsel, and other professionals as to the manner and procedure of discipline. The Executive Director shall notify the Board of Directors in writing of any and all personnel actions taken within ten (10) days of said action. Any employee aggrieved 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 at its next regularly scheduled meeting. In the event that any collective bargaining agreement or other employment contract provides for a different manner and procedure of discipline, the relevant collective bargaining agreement or other employment contract shall govern.

8.3 The determination of salaries and wages of non-union employees selected to work for Tri-Com shall be made by the Board of Directors. The Board of Directors shall commission a compensation study for its consideration not less than every five (5)

years, and any change or modification of wages and salaries shall require an affirmative vote of a majority of the Board of Directors.

8.4 Notwithstanding any previous position held by a Tri-Com employee in the police or fire departments of any Legacy Member to the Tri-Com IGA, and notwithstanding any other circumstances which might give appearance of a legal relationship between Tri-Com and a police or fire department of any Legacy Member or of more than one Legacy Member to the Tri-Com IGA, no Tri-Com employee shall be considered to be a police officer or fire fighter employed by any Legacy Member or any Contract Communications Service Agency . The Board of Directors of Tri-Com shall advise each new employee in writing within seven (7) days of their employment of the terms of this Paragraph 8.

9. Insurance and Indemnification.

9.1 Insurance. Tri-Com shall procure and maintain, during the term of Tri-Com IGA and any extension thereof, the insurance required herein at its sole cost and expense:

- i. General Liability / Professional Health Care Liability insuring against all liability of Tri-Com related to Tri-Com IGA, with minimum limits of One Million (\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars for general aggregate. Said policies shall include coverage for all real and personal property owned and/or operated by Tri-Com.
- ii. Business Automobile/Vehicle Liability insurance with a combined single limit of One Million (\$1,000,000) Dollars.
- iii. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for employees

selected to work for Tri-Com, with Employers' liability of One Million (\$1,000,000) Dollars each accident; One Million (\$1,000,000) Dollars disease – each employee; and One Million (\$1,000,000) Dollars policy limit.

- iv. Umbrella or Excess Liability Insurance providing coverage to the underlying coverages, with minimum limits of Eight Million (\$8,000,000) Dollars per occurrence and Sixteen Million (\$16,000,000) Dollars annual aggregate.
- v. The policies and/or the certificate(s) of insurance for Commercial General Liability, Automobile/Vehicle Liability and Umbrella or Excess Liability coverages shall name the Cities of Geneva, St. Charles, and Batavia, and their respective elected and appointed officers, employees, agents, and successors as an additional insured on a primary non-contributory basis. The coverages shall contain no special limitations on the scope of protection afforded to the Legacy Members and their respective officials, agents, employees and volunteers. The policies and the Certificate of Insurance shall also name Geneva, St. Charles, and Batavia as cancellation notice recipients.
- vi. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service.

9.2 Indemnification. Each Legacy Member shall, to the extent permitted by law, indemnify, hold harmless and defend each other, and their respective elected and appointed officers, officials, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, each Legacy

Member's performance under this Tri-Com IGA. None of the Legacy Members waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or any defenses or protections otherwise available to it, or to the other Legacy Members, under the law. Any indemnity as provided in this Tri-Com IGA shall not be limited by reason of the enumeration of any insurance coverage herein provided.

10. Finances; Annual Membership Fee; Audit.

10.1 Records. In accordance with generally accepted accounting principles and Illinois law, Tri-Com and Geneva shall maintain accurate financial records for Tri-Com, including, but not limited to, the cost of operations, assets of the organization, and liabilities. Said records shall be available for inspection by any Legacy Member during regular business hours with reasonable notice.

10.2 Membership Fee. All Legacy Members of Tri-Com shall pay to Tri-Com, through Geneva, an annual fee ("Membership Fee") based on a formula adopted by the Board of Directors ("Funding Formula"). The Funding Formula shall be reviewed and approved by the Board of Directors every five (5) years commencing in 2025 and shall generate sufficient funds to operate Tri-Com and establish and maintain sufficient capital and other reserve funds in accordance with generally accepted accounting principles. Geneva shall invoice all Legacy Members for their respective shares on a quarterly basis. For the avoidance of doubt, the Membership Fee shall include a sum payable to Geneva as and for reimbursement for administrative support services provided by Geneva to Tri-Com. The amount of this reimbursement shall be designated in the annual Tri-Com budget and

approved by the Board of Directors. 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.

Notwithstanding the above, the funding formula set forth in Paragraph 10 of the Sixth Amendment to the Original IGA dated on or about February 16, 2016, shall be utilized until the Board of Directors approves a new funding formula, but in no event shall a new funding formula apply to Tri-Com's fiscal year 2026.

10.03. Audit. The financial records of Tri-Com shall be audited annually by an auditor approved by the Board of Directors; the cost of the audit shall be a cost of operating Tri-Com.

11.1 Board of Directors; constituted: the management of Tri-Com shall be vested in the Board of Directors, consisting of eleven (11) Directors, as follows:

- a. The police chief from each of the Legacy Members (3);
- b. The fire chief from each of the Legacy Members (3);
- c. One (1) alderperson from each of the Legacy Members (3);
- d. One (1) representative of the Contract Communication Service Agencies; and
- e. Any representative of a member entitled to vote in accordance with Section 11.2.3 herein.

Each said representative shall be appointed by the respective mayor or president of each Legacy Member or Members, with the advice and consent of each respective council or board of trustees.

In the event an appointed Director is unable to attend a Board of Directors' meeting, each Legacy Member may designate an alternate director who may be an elected or appointed officer

of such municipality. Each Legacy Member shall provide written notice to Tri-Com of the designation of the Alternative Director from time to time.

11.2. Quorum; Voting. A majority of the members of the Board of Directors, including at least one (1) 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. Each Director shall be entitled to cast one (1) vote on each matter coming before the Board of Directors for action. Notwithstanding the foregoing, in the event that a Legacy Member has less than three (3) Directors present at a meeting, but more than one (1) Director present, the Legacy Member shall be entitled to cast a total of three (3) votes, through its Director(s) who are present.

11.2.1 Each Contract Communication Service Agency whose CFS, as defined in this Section, for Tri-Com's prior fiscal year was greater than eight percent (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. This representative shall be counted for the purpose of establishing a quorum. For the purposes of this Restated Intergovernmental Agreement, the term CFS shall mean any and all calls, including, but not limited to, those needing law enforcement, fire department, medical or emergency assistance of any kind when those calls result in a representative of a law enforcement agency, a fire department, an emergency medical agency, or another emergency assistance service being dispatched, directed, or self-initiated to a location within the agency's responsible jurisdiction or mutual aid location.

11.2.2 However, for the sole purposes of voting at Board of Director's meeting under this Paragraph 11, Contract Communication Service Agencies with an individual CFS, for the prior fiscal year, is less than eight percent (8%) may, collectively (hereafter referred to as

“Combined Agency”), elect a single representative (hereinafter “Combined Agency Representative”). A Combined Agency 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 and reported to the Board of Directors at its May meeting and counted for the purpose of establishing a quorum. The Combined Agency, may appoint an alternate representative to attend and vote on matters before the Board of Directors if the Combined Agency Representative is unable to attend a meeting.

11.2.3 In the event the CFS for any Contract Communication Service Agency is less than eight percent (8%) the total CFS, the right to vote for that Contract Communication Service Agency shall cease instant.

11.3 Meetings. The regular meetings of the Board of Directors shall be held on the second Wednesday of the odd months unless otherwise approved of by the Board of Directors. 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 shall be held annually at the May meeting of the Board of Directors. The 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 forty-eight hours 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. 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 electronically mailed to each member of the Board of Directors and members of the media requesting same at least forty-eight (48) hours before the meeting. Only those items appearing on the agenda may be considered at the meeting. The Board of Directors shall have the authority to elect its own officers and adopt its own rules or by-laws to govern its deliberations and proceedings and ensure the efficient and continuous operation of Tri-Com, including, but not limited to, the adoption of Roberts Rules of Order and the like.

12. Termination. The participation of any Legacy Member shall be automatically terminated upon the expiration of ninety (90) days after giving of notice of default of any of that Legacy Member's obligations under this IGA. Upon the occurrence of any default as determined by the Board of Directors, it shall be the duty of the Executive Director to give notice to the defaulting Legacy Member. In addition to such automatic termination, any Legacy Member may voluntarily terminate its participation by giving written notice to each other of the other Legacy Members at least six (6) months before the date of termination. Regardless of the manner in which termination is effected, the terminated Legacy Member shall pay its proportionate share of the costs of Tri-Com in accordance with Paragraph 10 hereof until the April 30 following the termination date.

13. No equities in Tri-Com Assets. The Legacy Members acknowledge that Tri-Com assets are purchased with funds provided by all Legacy Members and held in the name of Tri-Com. The Legacy Members further acknowledge that, upon termination of any Legacy Member in accordance with the preceding Paragraph 12 or consolidation with another Public Safety Answering Point, it will be impossible to determine the proportional interest or equity of each asset and accordingly, the Legacy Members have no individual equity in the assets.

14. Additional Parties/Contract Communication Service Agency Contracts.

14.1.1 Additional Parties. Other Units of Local Government as defined by Section 1, Article VII of the Constitution of the State of Illinois of 1970, and community colleges, may become a party to the Tri-Com IGA upon approval of the Board of Directors of Tri-Com and execution of an appropriate joinder agreement, and upon payment of a sum fixed by the Board of Directors to in accordance with the formula set forth in Section 14.1.2 herein.

14.1.2 Contract Communications Service Contracts. The Board of Directors may enter into Contract Communications Service contracts with Units of Local Government, whether or not contiguous to the corporate boundaries of any Legacy Member or the then-current geographic service area of Tri-Com. 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 annual 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.

15. Amendments. This Tri-Com IGA may be amended in writing at any time by all of the Legacy Members. Amendments shall refer back to the Tri-Com IGA and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance by the corporate authorities of each Legacy Member.

16. Remedies. Since the purpose of this Tri-Com IGA is to provide Communications Services on an ongoing basis, money damages or termination of the Tri-Com IGA are inadequate remedies in the event of default. Accordingly, the Legacy Members explicitly agree that any one or more Legacy Members hereto aggrieved by the default hereunder of any one or more other Legacy Members 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 Paragraph shall be construed to deprive an aggrieved Legacy Member of any remedy afforded by law.

17. Intentionally omitted.

18. Donated Equipment. Any Legacy Member to this IGA may, at any time, donate property or equipment to Tri-Com for use by any or all of the Legacy Members. Such property or equipment shall become the property of Tri-Com.

19. Contracts. Tri-Com may enter into any contracts determined by the Board of Directors to be reasonably necessary to implement the purposes of this Tri-Com IGA, provided that no such contract shall, without the express approval of all Legacy Members to this Tri-Com IGA, increase the amount which any Legacy Member would otherwise be required to pay under Paragraph 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 Paragraph or this Tri-Com IGA to extend the contractual liability of any Legacy Member hereto in any manner not permitted by law. Any contract which any one Legacy Member to this Tri-Com IGA 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 or waiver thereof, all in accordance with Illinois law. The Board of Directors may adopt any notice and bidding procedure consistent with law.

20. Severability. If any part of this Tri-Com IGA is adjudged invalid, such adjudication shall not affect this validity of the Tri-Com IGA as a whole or of any other part.

21. Notices. Any notices required hereunder shall be deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, to the address or addresses of the Legacy Members following their signatures at the end of this Tri-Com IGA.

22. Miscellaneous.

22.1 Section Headings. Section headings are descriptive only and do not in any way limit or expand the scope of the Tri-Com IGA, which is not in any way transferable by any Legacy Member hereto.

22.2 Non-Waiver. The failure of either Legacy Member to insist on the other Legacy Member's strict compliance with the terms and conditions contained in this Tri-Com IGA shall not constitute a waiver of the right to insist upon strict compliance at all times with any and all of the terms and conditions contained in this Tri-Com IGA.

22.3 Incorporation of Recitals. The recitals set forth above shall be and are incorporated into this Tri-Com IGA as if here fully restated.

22.4 Entire Agreement. This Tri-Com IGA constitutes the entire agreement of the Legacy Members and supersedes all prior representations and agreements relating to the subject matter of this Tri-Com IGA.

22.5 Time of Essence. Time is of the essence of this Tri-Com IGA.

22.6 Counterparts. This Tri-Com IGA may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

22.7 Effective Date. This Tri-Com IGA shall become effective upon its execution and delivery by all parties.

IN WITNESS WHEREOF, the Legacy Members, pursuant to authority granted by ordinance adopted by each of them, have caused this Tri-Com IGA to be executed by their mayors and attested by their city clerks and their corporate seals affixed the day and year first written above.

**[SIGNATURE PAGE TO FOLLOW]**

ATTEST:

THE CITY OF GENEVA,  
a Municipal Corporation

Vicki Kellick, by Jeanne Fornari  
City Clerk Deputy Clerk

By: [Signature]  
Mayor

ATTEST:

THE CITY OF ST. CHARLES,  
a Municipal Corporation

Nancy Garrison by Marlene Sheets  
City Clerk Deputy City Clerk

By: [Signature]  
Mayor

ATTEST:

THE CITY OF BATAVIA,  
a Municipal Corporation

Kate Barrett by Karen Morley  
City Clerk Deputy Clerk

By: [Signature]  
Mayor