



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6b

Title:

Recommendation to Approve the new Tri City Ambulance Inter-Governmental Agreement

Presenter:

Fire Chief Joe Schelstreet

Meeting: Government Operations Committee

Date: July 5, 2017

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

Executive Summary (*if not budgeted please explain*): At their June 23, 2017 regular meeting, the Tri City Ambulance Board approved a new Inter-Governmental Agreement (IGA) by and between the five member agencies. The review and approval of the new IGA was necessary due to a sunset clause within the previous agreement. Language changes within the agreement include the following:

- A voting model that now resembles that of the Tri Com Board
- Clarification of language that identifies the Tri City Ambulance Board as a body politic (recommended by the auditors)
- Clear identification of the reserve policy (recommended by the auditors)
- Clarification of the definition of “ambulance deployment”
- Updating of the procedure for leaving TCA

Each member agency must have the appropriate governing body approve the agreement.

Attachments (*please list*):

The new Tri City Ambulance IGA

Recommendation/Suggested Action (*briefly explain*):

Recommendation to approve the new Tri City Ambulance Inter-Governmental Agreement.

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT AMONG THE CITIES OF ST. CHARLES,
GENEVA AND BATAVIA, BATAVIA TOWNSHIP AND COUNTRYSIDE FIRE PROTECTION DISTRICT, AND
GENEVA TOWNSHIP FOR PARAMEDIC/AMBULANCE ADVANCED LIFE SUPPORT SERVICES

This Amended and Restated Intergovernmental Agreement entered into this _____ day of _____, 2017, among the City of Geneva, Kane County, Illinois, a municipal corporation (hereinafter "Geneva"); the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation (hereinafter "St. Charles"); the City of Batavia, Kane and DuPage counties, Illinois, a municipal corporation (hereinafter "Batavia"); Batavia Township and Countryside Fire Protection District, Kane and DuPage Counties, Illinois a fire protection district (hereinafter "Batavia Fire"); and Geneva Township, Kane County, Illinois, a township (hereinafter "Geneva Township"), said cities, fire protection district and township being collectively referred to as "Parties" and individually as "Party"; Geneva, St. Charles, and Batavia shall sometimes be referred to individually as "City" or collectively as "Cities"; and The City of Geneva, the City of St Charles, and the City of Batavia shall sometimes be referred to as the Original/Legacy Members.

WITNESSETH:

WHEREAS, Parties hereto are each units of local government as defined by Article VII, Section 1, of the Constitution of the State of Illinois; and

WHEREAS, units of local government are enabled by Article VII, Section X, of the Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act 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 laws or ordinance....Participating units of local government may use their credit, revenue, and any other resources to pay costs and for service debt related to intergovernmental activities."

and

WHEREAS, ST. Charles, Geneva and Batavia formed an intergovernmental agency to provide Paramedic/Ambulance Advanced Life Support Services (hereinafter referred to as "Services"), on an interim basis and the thereafter, the agency commenced operations on December 1, 1982 and subsequently entered into an intergovernmental agreement with the County of Kane to provide operational funding for ambulance services for a portion of the area herein described; and

WHEREAS, the Parties thereafter formed a modified arrangement to provide Services by acquiring assets from the County of Kane and levying ad valorem taxes for funding a portion of these costs in lieu of the revenue generated by Kane County Special Service area No. 1; and

WHEREAS, the Parties also utilized various provisions of the Illinois Compiled Statutes (65 ILCS 5/11-5-7.1; 70 ILCS 705/23; and 60 ILCS 5/13-14a) in order to fund the Services as well as entering into a certain Intergovernmental Agreement dated May 14, 1985 which created an association by the name of "Tri-City Ambulance Service" (hereinafter called "TCA" or "Tri-City) and acted as the operating agreement for TCA.; and

WHEREAS, The Parties have determined that certain changes to the existing agreement should be made relating to the decision-making process, the sharing of costs among the parties, and other related matters; and

NOW, THEREFORE, inconsideration of the promises and the mutual covenants and agreements of the Parties, it is agreed as follows:

I. ADOPTION BY REFERENCE.

The Recitals hereinabove set forth are adopted by reference.

II. NAME

This Association shall be known as the "Tri-City Ambulance Service" (sometimes hereinafter referred to as "TCA" or "Tri-City").

III. PURPOSE AND SERVICE AREA

The purpose of this Agreement and Tri-City is to establish an intergovernmental agency funding, administration, management, maintenance and operation of Paramedic/Ambulance Advanced Life Support Services for the geographic area described in Exhibit "A", attached hereto and made a part thereof, and such additional geographic areas as may be annexed to the corporate limits of any of the Parties during the term of this agreement. In the event any territory is disconnected from a Party's corporate limits, either by agreement or by operation of law, the disconnected territory shall be deleted from the service area of TCA.

IV. ASSOCIATION AND FUNCTIONS

A. Board of Directors.

Board of Directors; constituted: The management of Tri City Ambulance shall be vested in the Board of Directors, consisting of seven (7) Directors, who shall be appointed by the respective Mayor of each Original/Legacy Member, with the advice and consent of each Mayor's respective City Council, as follows:

Either two aldermen or alternatively one alderperson and the Mayor from each of the three (3) Original/Legacy Members to the Agreement, and one Director shall be appointed from the remaining Parties not designated as Original/Legacy Members. These non-Original/Legacy Members shall elect a director annually and shall provide the name of the director to the TCA Administrator. In the event an appointed Director is unable to attend a Board of Directors' meeting, each Member may designate an Alternate Director who may be an elected or appointed officer of such entity. The Alternate Director shall be appointed by the Mayor at the same time and in the same manner as the regular Directors. Alternate Directors shall have all of the rights, responsibilities, and privileges, including voting rights, as regular Directors for the Board of Director's meeting(s) for which they have been duly appointed to represent their jurisdiction in the absence of one or more of the regular Directors for their jurisdiction

Voting; Quorum. A quorum shall be required for the Board of Directors to act. A quorum shall be defined as a minimum of four (4) Directors present with at least one Director present from each of the three (3) Original/Legacy members. Each Director shall be entitled to cast one vote on each matter coming before the Board of Directors for action at a duly noticed Board of Directors' meeting.

1. Authority of the Board of Directors: The Board shall establish all major policies and changes of service and shall approve all budgets, contracts and other expenditures, subject to the provisions of paragraph 9 below.
2. Meetings; regular and special meetings. Regular meetings of the Board shall be held in accordance with a written schedule of meetings or call of the Board from time to time. Special meetings may be held upon the call of the Chairman or any two members of the Board upon no less than five (5) days' written notice (1) delivered personally to each Board member, or (2) postmarked and sent by U.S. mail, or (3) electronically by facsimile or e-mail sent by 5:00 p.m., not less than five (5) days prior to such special meeting. The lack of receipt by any Board member(s) of such notice, duly sent, shall not invalidate any action taken the Board at such meeting, assuming a valid vote was taken and a quorum was present during the vote. In any event, all meetings of the Board shall be called

and conducted in accordance with the requirements of the Illinois Open Meetings Act, as amended from time to time.

3. Vote required; general. An affirmative vote of a majority of the members present at a duly called meeting at which a quorum is present shall be required for approval of a Board action, unless otherwise stated herein.
4. Vote requiring plurality of Board:
 - (a) An affirmative vote of at least 4 members of the Board shall be required for the following matters:
 - (1) Selection of and/or contract with a contractor to provide paramedic service.
 - (2) Purchases (including lease purchases) in excess of \$10,000.
 - (3) Selection of an insurance company or companies and/or determination of insurance coverage(s)
 - (4) Borrowing of monies
 - (5) Selection and employment of an administrator
 - (6) Selection and/or contract with a third-party collection firm.
 - (b) An affirmative vote of five (5) members of the Board shall be required for the following matters:
 - (1) Annual Budget
 - (2) Deployment or redeployment of ambulances from community to community.
5. The Board shall elect officers of the TCA annually, from its membership, a chairman, a vice-chairman and a secretary to serve for a period of (1) year or until such time as such person's successor is duly elected. The vice-chairman and secretary of the Board shall be elected on an annual basis between the Cities to permit fair representation of the respective parties; The fire chiefs of St. Charles, Geneva and Batavia shall be non-voting, staff advisors to the Board.
6. The Board may request each Party (a) to furnish a garage space for an ambulance unit or units within the corporate limits of such Party, (b) to give support services for such ambulance unit or units and (c) to provide insurance coverage for theft or other casualty of an ambulance unit or units while stored at such Party's location. The cost of support services, but excluding employee wages or labor, shall be reimbursed to such Party from funds of Tri-City as the

Board shall determine. St. Charles, Geneva and Batavia each agree to provide back-up basic life support service to the Paramedic/Ambulance Advanced Life Support Service to be provided within the service area described in Paragraph II above as determined by the Board.

7. The Board shall approve all contracts including purchases of equipment and Supplies in excess of \$10,000. If a contract or contemplated purchase is within the annual budget and is less than ten thousand dollars (\$10,000), then the "Lead Agency", hereinafter designated, shall have the right to approve such contract without TCA Board action. For those agreements as approved by the Board in the manner herein provided, the Chairman of the Board may execute such agreements for an on behalf of all the parties hereto.

B. Lead Agency

1. One (1) Original/Legacy Member shall, with its consent, be designated by the Board from time to time to act as Lead Agency, so that a viable corporate entity will be available to legally enter into contracts and employ the necessary personnel for Tri-City. The City of St. Charles shall be the initial lead agency.
2. The Lead Agency shall be authorized to expend Tri-City funds within such limits as are provided in the adopted annual budget of the Tri-City for each fiscal year, except as modified above. The fiscal year of Tri-City shall be the same as that of the initial Lead Agency, i.e. May 1 to the following April 30 with the first fiscal year commencing with the effective date of this agreement.
3. Unless otherwise directed by the Board, employees selected to work for Tri-City shall be employed by the Lead Agency. However, in the event any activities under this Agreement are provided by another Party within that Party's corporate boundaries, the persons shall be an employee of that Party and not of the Lead Agency. If the Parties, through the Lead Agency, contract with a private entity to provide any of the services described in this Agreement, then the employees of such private entity shall not be considered employees of the Lead Agency or any of the other Parties for any purpose.
4. Facilities, equipment, furnishings, supplies and services used for the Tri-City shall be mutually shared by the participating Parties' jurisdictions as determined by the Board. Subject to the limitation of the annual budget, the

Lead Agency shall have the authority to purchase, hold title to, lease, borrow, and otherwise make arrangements to use facilities, equipment, furnishings, supplies and services for the Paramedic/Ambulance Advanced Life Support Service for an on behalf of Tri-City.

5. The Lead Agency shall maintain administration records of Tri-City, except those as may be maintained by the other Parties in connection with their own funding arrangements and in connection with space provided by a Party within its boundaries and other sources performed for Tri-City.
6. The Lead Agency, or administrator as determined by the Board, shall provide or cause to be provided, quarterly financial statement and annual audits to all Parties. A copy of that portion of the annual audit for the Lead Agency attributable to Tri-City operations shall be sufficient to meet the requirements of this paragraph.

C. Budget and Administrative Costs

1. Tri City shall operate under a budget system pursuant to 65 ILCS 5/8-2-9.1. Each annual budget shall be approved by a plurality of five (5) members of the Board prior to any expenditure or approval of a contract for expenditure thereon. The Lead Agency shall be authorized to enter such contracts and take such further action within the authority granted herein, as the Board shall determine.

2. The cost incurred by the Lead Agency in providing administrative services for Tri-City shall be reimbursed as follows: The administrative cost of Tri – City shall be embodied in the approved annual budget. The administrative costs shall include that portion of the salaries and benefits of personnel and that portion of the office expense of the Lead Agency reasonably attributable to administrative services performed for the Tri-City by the Lead Agency. In the event other Parties incur administrative and other costs on behalf of and at the direction Tri-City, their reimbursement for a part or all of such administrative costs may be made to such Parties upon approval of the Board.

V. ASSESSMENTS

Each Party shall be liable for and pay to Tri-City a percentage of Tri-City's annual expenditures. Such contribution amount is to be divided into twelve substantially equal installments to be paid to the Lead Agency on the first day of each month starting May

1, 2017. Each party's contribution amount shall be equal to the following percentage of expenditures after accounting for all other revenues collected by Tri-City:

City of Batavia- 35%

City of Geneva -27%

City of St. Charles-35%

Batavia Township & Countryside Fire Protection District – 2.25%

Geneva Township - .75%

This method of determining each party's annual contribution shall remain in effect until May 1, 2022. As of May 1, 2022. The Parties shall review the formula for determining annual contributions of the Parties.

Unless unanimously agreed otherwise, the annual budget shall include maintenance of reserves at a level equal to or greater than the sum of three (3) months operation funds (as projected in that budget) plus that sum necessary to purchase on (1) ambulance.

VI. WITHDRAWAL FROM MEMBERSHIP

Parties may only withdraw effective on April 30 of any year. A Preliminary Notice of Intention to Withdraw shall be filed with all other Parties not later than May 1st of the calendar year preceding the April 30th withdrawal date for a party. A Final Notice of Intention to Withdraw shall be filed with all other Parties not later than November 1st of the calendar year preceding the Party's withdrawal. Such Final Notice of Intention to Withdraw shall be irrevocable, unless all other Parties approve of such revocation. Failure to serve a Final Notice by said November 1 shall be an automatic revocation of the Preliminary Notice. All liability of such withdrawing Party shall terminate on the withdrawal date which shall be April 30 of the calendar year after the year such Party gives a Final Notice of Intention to Withdraw, except for liabilities incurred prior to the withdrawal and yet unpaid. Such liabilities shall include any contracts or other liabilities commencing prior to the withdrawal date and continuing thereafter. The withdrawing Party is responsible for such obligations of Tri-City on the same percentage as its share of the budget as though such Party had continued membership in Tri-City. The withdrawing party will receive from Tri City 75% of its share of the reserve funds (unrestricted net position as determined by an independent audit) as calculated on the same percentage as its share of the budget. Additionally, Legacy Members that withdraw from Tri-City shall also retain the ambulances and equipment located within the community.

There shall be no earlier voluntary withdrawal by a Party unless all other parties approve of such voluntary withdrawal. The association shall, however, continue in operation for the service area remaining after the withdrawal of any Party or Parties and

the removal of their respective geographic service areas. In the event any party shall fail to meet its obligations hereunder, such failure, if it continues more than (30) days after notice, may be construed by Tri-City as a withdrawal without consent.

VII. INDEMNIFICATION

To the extent not covered by insurance and as may be permitted by law, all Parties including the Lead Agency shall hold the Lead Agency harmless from any liability or loss, including reasonable attorney’s fees and expenses, arising out of or in connection with the performance of duties as Lead Agency under this agreement, except for the willful misconduct and gross negligence of the Lead Agency. Such hold harmless shall be apportioned on the basis of each party’s percentage of the budget as described in Paragraph IV above.

VIII. AMENDMENT

This agreement may be amended by approval of all of the Parties.

IX. EFFECTIVE DATE

This Agreement shall become effective only if all Parties approve and execute same. The effective date of this Agreement shall be the day after approval of all Parties to this Agreement. If the Parties do not approve this Agreement on or before May 1, 2017, the Agreement entitled, “An Ordinance Authorizing Intergovernmental Agreement among the Cities of St. Charles, Geneva and Batavia, Batavia Township and Countryside Fire Protection District, and Geneva Township, for Paramedic/Ambulance Advanced Life Support Services” and dated May 14, 1985, shall remain in full force and effect.

IN WITNESS WHEREOF we have attached our hands and seals on the day and year first indicated above.

CITY OF ST. CHARLES

CITY OF GENEVA

By: _____

By: _____

Attest: _____

Attest: _____

CITY OF BATAVIA

GENEVA TOWNSHIP

By: _____

By: _____

Attest: _____

Attest: _____

BATAVIA TOWNSHIP AND COUNTRYSIDE FIRE PROTECTION DISTRICT

By: _____

Attest: _____