



**AGENDA ITEM EXECUTIVE SUMMARY**

**Agenda Item Number:** IB

**Title:**

Recommendation to Approve Amendment 7 to the Intergovernmental Agreement for Tri-Com Central Dispatch

**Presenter:**

Police Chief Keegan

**Meeting:** City Council

**Date:** September 21, 2020

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

**Executive Summary** *(if not budgeted please explain):*

The City of Geneva is the Lead Agency for Tri-Com Central Dispatch. They are tasked with providing administrative support and management services for issues concerning the budget, procurement of supplies, and Human Resources endeavors.

The Finance Department for the City of Geneva was notified by the Illinois Municipal Retirement Fund (IMRF) that specific language was needed within the Tri-Com Inter-Governmental Agreement that reflected that Tri-Com employees are a part of the City of Geneva in order to ensure continued participation within the retirement fund. This notification was a direct result of the recent IGA audit where the IMRF advised that they did not approve of the current language within the document. This same situation had occurred last year with the Tri-City Ambulance Agreement and that language was updated similarly.

Only the section of the IGA that relates specifically to the employee status is being changed and the proposed modification was reviewed and approved by the Associate Counsel General at IMRF to ensure compliance. The amendment has already been approved by both the Geneva and Batavia City Council's and will become effective upon signature by the three Mayors.

**Attachments** *(please list):*

Tri-Com Board Meeting Minutes  
Intergovernmental Agreement Draft

**Recommendation/Suggested Action** *(briefly explain):*

Recommendation to approve Amendment 7 to the Intergovernmental Agreement for Tri-Com Central Dispatch.

# *Tri-Com Central Dispatch*

## **BOARD OF DIRECTORS**

### Special Meeting Minutes from August 19, 2020

Chairman Antenore called the special meeting to order at 8:00 A.M. The meeting was held virtually using GoToMeeting.

**Roll Call:**

Members Present:

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

Members Absent:

St. Charles: Alderman William Turner  
Geneva: None  
Batavia: None  
South Elgin: None  
Contracted Agencies: None

Others Present:

Chief Joe Cluchey, Elburn FD  
Chief Nick Sikora, Elburn PD  
Rita Kruse, Geneva Finance Director  
Ray Lee, FGM Architects  
Director Joe Schelstreet, Tri-Com  
Deputy Director LaToya Marz, Tri-Com  
GIS Kristina Rohrbach, Tri-Com  
AA Shevon Sherod-Ramirez, Tri-Com

**OLD BUSINESS**

None

**NEW BUSINESS**

**Acceptance/Awarding of the Bids on the Perimeter Drainage and Generator Project:**

Director Schelstreet stated that there was a public bid opening on August 11. Bids ranged greatly. Reef Contractors was the lowest bidder at \$592,000. Ray Lee of FGM Architects vetted the company.

Ray Lee stated that Reef was the lowest bid. They were on site five times to look at the property. This is the type of work the company usually does. They can help to move consoles, etc. Mr. Lee is very comfortable with them. They worked on the locker rooms at Lake Forest and did pool work for Bolingbrook. They have a lot of outside experience.

Motion to approve the awarding of the bid to Reef Contractors in the amount of \$592,000 was made by Alderman Bruno and seconded by Chief Rollins. The motion passed unanimously by roll call vote of 10-0.

#### **Resolution 2020-04: Approval of Budget Amendment:**

Rita Kruse stated that the fiscal year 2021 budget needs to be amended for the building project. The cost is \$725,000 and includes building improvements. The cost over the estimate for the project is for attorney fees, loan fees, etc.

Once the Tri-Com Board approves the budget amendment, it will need to go to the City of Geneva for approval. Chief Antenore stated that there is also a contingency built in for the construction costs.

A motion was made by Chief Rollins to approve the budget amendment in the amount of \$725,000. Alderman Bruno seconded the motion. The motion passed unanimously by roll call vote of 10-0

#### **Motorola Change Order 4 Milestone Acceptance for Police and Fire Subscriber Code Plug Reconfiguration:**

Director Schelstreet stated that Chicago Communications came out to reprogram the radios. This is a milestone-only approval. The work was completed.

A motion to approve Motorola Change Order 4 – Milestone Acceptance for Police and Fire Subscriber Code plug Configuration was made by Alderman Bruno and seconded by Chief Eul. The motion passed 9-1 with Chief Deicke voting no.

#### **Motorola Change Order 5 Date Change for Final Acceptance From July 24, 2020 to December 17, 2020:**

A motion to approve Motorola Change Order 5 – Date Change for Final Acceptance From July 24, 2020 to December 17, 2020 was made by Alderman Bruno and seconded by Chief Keegan.

Director Schelstreet stated that this change order would extend the final acceptance date. There are still issues that need to be resolved before final acceptance. There are signal strength issues in St. Charles. There will be a meeting tomorrow regarding the quality in St Charles.

There is also an issue with clarity. There is a way to change the settings in radios and accessories. South Elgin sounds better than others do. We have one of their code plugs to use as a comparison. Asked for optimum settings for accessories rather than the generic settings. The optimum settings would adapt to voice tones.

Audio settings will be compared to try to improve radio quality. The extension of the final acceptance will offer more time for testing.

Chief Cluchey asked if Motorola was asking more questions than providing answers during training. Chief Antenore stated that the trainer was using many technical terms and Steve Fiedler was asking him questions to clarify jargon. He also stated that the code plug information was helpful and would have been helpful in the beginning.

Chief Swanson asked if the deadline could be further extended if not everything is complete by December. Director Schelstreet stated that this was an estimate. We will need time to get FCC approval for another tower site. If we get closer and need to extend, there will be another change order to extend.

The motion passed unanimously by roll call vote of 10-0

**StarCom21 Memo of Understanding with the Fermilab Fire Department:**

A motion to approve the StarCom21 Memo of Understanding between Tri-Com and the Fermilab Fire Department was made by Alderman Bruno and seconded by Alderman Russotto.

Director Schelstreet stated that Fermilab does a lot of auto-aid with Batavia Fire. They purchased some StarCom radios and would like to use talk groups. This has gone to the attorney and the insurance for review. The Certificate of Insurance is attached. He recommends approval.

The motion passed unanimously by roll call vote of 10-0

**Approval of Amendment 7 to the Intergovernmental Agreement:**

A motion to approve Amendment 7 to the Intergovernmental Agreement was made by Alderman Bruno and seconded by Chief Eul.

Rita Kruse explained that the Illinois Municipal Retirement Fund needed specific wording in the IGA to reflect that Tri-Com employees are a part of the City of Geneva. The IGA audit did not approve the current language. This also occurred last year with Tri-City Ambulance. Only this section of the IGA is being changed. Once approved, it will need to go to Batavia, Geneva, and St. Charles city councils to approve. She had the Associate Counsel General at IMRF review the language to be sure it was compliant.

The motion passed unanimously by roll call vote of 10-0

Director Schelstreet stated that once the IGA is signed, he would email it to everyone. It is on the City of Geneva agenda for September 8. If there are any questions from the city councils, let him know.

<b>PUBLIC COMMENT</b>
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None

08/19/20

**SEVENTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT  
[TRICOM CENTRAL DISPATCH]**

**City of St. Charles, City of Geneva, and City of Batavia, Illinois**

**THIS SEVENTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT** (this “Amendment”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF ST. CHARLES, DuPage and Kane Counties, Illinois (“St. Charles”), the CITY OF GENEVA, Kane County, Illinois (“Geneva”) and CITY OF BATAVIA, Kane and DuPage Counties, Illinois (“Batavia”). St. Charles, Geneva and Batavia sometimes hereafter referred to, collectively, as “Original/Legacy Members”.

**WITNESSETH:**

**WHEREAS**, St. Charles, Geneva and Batavia entered into an Intergovernmental 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 1979, 1985, 1986 , 2013 and 2015; and

**WHEREAS**, the Original/Legacy Members find that it is in their respective best interests to amend the Agreement, as heretofore amended; and

**WHEREAS**, the Original/Legacy Members are “units of local government” as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970, and Geneva is “non-home rule unit(s)” and St. Charles and Batavia are “home rule unit(s)”, as defined by the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, units of local government are enabled 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 Original/Legacy Members desire to modify the Agreement, as amended, as to clarify the relationship between employees of Tri Com and the Original/Legacy Members; and

**WHEREAS**, governing bodies of St. Charles, Geneva and Batavia have authorized, by ordinance, the execution of this Amendment as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate St. Charles, Geneva and Batavia agree as follows:

**Section 1. Adoption by Reference.** The recitals of fact set forth above are incorporated by reference and adopted herein as if fully set out in this Section 1.

**Section 2. Amendment to Paragraph 8 (Personnel) of the Agreement.** The first two (2) sentences in Paragraph 8 (Personnel) of the Agreement are hereby deleted and the following provisions are substituted therefor:

**“8. Personnel. Unless otherwise directed by the Board, employees selected to work for Tri Com shall be employed by Geneva. However, in the event any activities under this Agreement are provided by another Original/Legacy Member within that Original/Legacy Member’s corporate boundaries, the person(s) shall be an employee of that Member and not of Geneva. If the Original/Legacy Members, through Geneva, 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 Geneva or any of the other Original/Legacy Members for any purpose...”**

**Section 3. Binding Effect.** This Agreement shall be binding upon and shall apply only to the legal relationship between St. Charles, Geneva and Batavia. Nothing herein shall be used or construed to affect, support, bind or invalidate any claims of any Original/Legacy Member insofar as such claims shall affect any entity, which is not a party to this Amendment or the Agreement, as modified.

**Section 4. Amendment.** No Original/Legacy Member shall directly or indirectly seek any modification of this Amendment or the 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 Original/ Legacy Members.

**Section 5. Partial Invalidity.** If any provision of this Amendment shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Amendment, which can be given effect without the invalid provisions and to this end, the provisions of this Amendment are deemed to be separable.

**Section 6. Notice and Service.** Any notice hereunder from either municipality hereto to the other municipality shall be in writing and shall be served by registered or certified mail, postage prepaid, return receipt requested addressed as follows:

To St. Charles:           City of St. Charles  
                                  2 E. Main Street  
                                  St. Charles, IL 60174  
                                  Attn: City Administrator

To Geneva:                City of Geneva  
                                  22 South First Street  
                                  Geneva IL 60134  
                                  Attn: City Administrator

To Batavia:                City of Batavia  
                                  100 N. Island  
                                  Batavia, IL 60510  
                                  Attn: City Administrator

or to such persons or entities and at such address as either municipality may from time to time designate by notice to the other municipality. Notice shall be deemed received on the third business day following deposit in the U.S. Mail in accordance with this Section.

**Section 7. Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

**Section 8. Execution of Agreement, Recordation and Counterparts.** Each municipality shall authorize the execution of this Agreement by an ordinance duly passed and approved. This Amendment may be executed by the parties in counterparts.

**Section 9. Effective Date.** The effective date (“Effective Date”) of this Amendment shall be date the last party executes the Amendment.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the date set forth below.

**CITY OF ST. CHARLES**, an Illinois municipal corporation

By: \_\_\_\_\_  
Mayor

ATTESTED on this \_\_\_\_ day of \_\_\_\_\_, 2020:

\_\_\_\_\_  
City Clerk

**CITY OF GENEVA**, an Illinois municipal corporation

By: \_\_\_\_\_  
Mayor

ATTESTED on this \_\_\_\_ day of \_\_\_\_\_, 2020:

\_\_\_\_\_  
City Clerk

**CITY OF BATAVIA**, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Mayor

ATTESTED on this \_\_\_\_ day of \_\_\_\_\_, 2020:

\_\_\_\_\_  
City Clerk