

TO: Joint Committee of the Whole

FROM: Daniel M. Eul, Chief of Police

DATE: August 25, 2020

RE: Resolution 20-105-R: Amending the Intergovernmental Agreement for Tri-Com Central Dispatch (7th Amendment)

Issue

On August 8, 2020, Rita Kruse, the Finance Director for the City of Geneva, addressed the Tri Com Executive Board to explain that during a recent audit a deficiency was observed in the Tri Com Intergovernmental Agreement pertaining to Tri Com employee participation in the Illinois Municipal Retirement Fund. Ms. Kruse indicated that specific wording needed to be added to clarify that Tri-Com employees are part of the City of Geneva. (A similar result also occurred last year with Tri-City Ambulance.) Ms. Kruse indicated that only the language contained within this specific section of the IGA needed to be changed. She further indicated that the City Councils of each legacy agency (Batavia, Geneva and St. Charles) must approve of the amendment for it to be put into effect.

Analysis

This change, much like the similar one made for Tri City Ambulance, generally is needed due to the consolidated service nature of the Tri Com Central Dispatch Center, and its shared costs and responsibilities by the legacy agency members.

Ms. Kruse informed the members of the Tri Com Executive Board that once the amended language was developed (as indicated in bold type in Section 2 of Exhibit 1), it was reviewed and approved by the Associate Counsel General at the Illinois Municipal Retirement Fund and determined to be compliant.

Recommendation

Staff asks that Resolution 20-105-R is approved by the Joint Committee of the Whole on 09/01/2020 and approved by the City Council at its 09/08/2020 meeting.

Exhibit 1: Seventh Amendment to an Intergovernmental Agreement [Tri Com Central Dispatch] for the Cities of St. Charles, Geneva and Batavia, Illinois

Copy to: Mayor Schielke
City Council
City Administrator Newman

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 20-105-R**

**A RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT
FOR TRI-COM CENTRAL DISPATCH**

WHEREAS, Batavia City Council entered into an Intergovernmental Agreement relating to a cooperative arrangement to provide communications services for police, fire ambulance and other emergency functions (the arrangement commonly referred to as “Tri-Com Dispatch” or “Tri-Com”) within each municipality on June 7, 1976; and

WHEREAS, the Agreement was subsequently amended in 1979, 1985, 1986, 2013, and 2015; and

WHEREAS, the City of Batavia, an Original/Legacy member, finds that it in their respective best interest to amend the Agreement, as heretofore mentioned.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois as follows:

SECTION 1: That the City of Batavia amend the Intergovernmental Agreement (Seventh Amendment to an Intergovernmental Agreement between the City of St. Charles, City of Geneva and City of Batavia), Exhibit 1, for Tri-Com Central Dispatch to amend Paragraph 8 (Personnel) of the Agreement as indicated in Exhibit 1.

CITY OF BATAVIA, ILLINOIS RESOLUTION 20-105-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this _____ day of _____, 2020.

APPROVED by me as Mayor of said City of Batavia, Illinois, this _____ day of _____, 2020.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Baerren				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Malay					Knopp				
5	Uher					Beck				
6	Cerone					Russotto				
7	McFadden					Miller				
Mayor Schielke										
VOTE:		0 Ayes	0 Nays	0 Absent	0 Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Ellen Posledni, City Clerk

**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