

VILLAGE OF DOWNERS GROVE
Report for the Village
9/20/2022

SUBJECT:	SUBMITTED BY:
Intergovernmental Agreement with the Illinois State Toll Highway Authority regarding reimbursement rates for fire and EMS services	Scott A. Spinazola Fire Chief

SYNOPSIS

A resolution has been prepared authorizing execution of an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village of Downers Grove.

STRATEGIC PLAN ALIGNMENT

The strategic goals for 2021 to 2023 identified *Exceptional Municipal Services*.

FISCAL IMPACT

The agreement allows for a scheduled reimbursement of \$500 per call to the Village for the costs incurred for each response to the tollway. It also allows the Village to bill the patient for ambulance care and transportation to a medical facility.

RECOMMENDATION

Approval on the September 20, 2022 consent agenda.

BACKGROUND

The Village has an agreement with the Illinois State Toll Highway Authority, which originates from September 1977, which has been amended several times, that outlines the scheduled reimbursement rates for fire protection and emergency medical services provided on the tollway. The Fire Department provides the fire protection and emergency services required by the Illinois Tollway on the Veteran's Memorial Tollway (I-355) between milepost 20.8 and milepost 22.5 in the northbound and southbound directions, and on the Ronald Reagan Memorial Tollway (I-88) between milepost 133.9 and milepost 130.8 in the westbound direction as depicted in Exhibit A ("Service Area"). The amended agreement updates the scheduled reimbursement rates to the Village for response to the tollway. The new rate schedule provides for a flat rate of \$500 per call, as opposed to an hourly rate per piece of apparatus responding. The amended agreement also includes a new provision that allows the Village to bill the patient for ambulance care and transportation to a medical facility.

ATTACHMENTS

Resolution
Intergovernmental Agreement

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Intergovernmental Agreement (the "Agreement"), between the Village of Downers Grove (the "Department") and the Illinois State Toll Highway Authority (the "Illinois Tollway"), for the reimbursement of tollway fire response services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF DOWNERS GROVE**

THIS INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”), made and entered into upon the last dated signature below, by and between The Illinois State Toll Highway Authority (“ILLINOIS TOLLWAY”), and The Village of Downers Grove (“DEPARTMENT”).

RECITALS

WHEREAS, to ensure the highest degree of safety in the operation of the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY adopted Resolution No. 5458, authorizing the ILLINOIS TOLLWAY to (i) enter into agreements with fire protection districts and municipal fire departments bordering its rights-of-way for the provision of adequate fire protection services, and (ii) provide reimbursement for such services at the scheduled rates set forth therein;

WHEREAS, pursuant to Resolution No. 5458, the ILLINOIS TOLLWAY entered into intergovernmental agreements with various fire protection districts and/or municipal fire departments bordering its rights-of-way for the provision of the above-described services;

WHEREAS, after reaffirming the need to provide adequate fire protection services along the toll roads in its system and finding it necessary to also provide adequate emergency medical services, the ILLINOIS TOLLWAY adopted Resolution No. 9589, increasing the scheduled reimbursement rates set forth in Resolution No. 5458;

WHEREAS, on September 29, 1977, after fire protection districts and municipal fire departments began providing ambulance services, the ILLINOIS TOLLWAY adopted Resolution No. 9885, adding a scheduled reimbursement rate for the provisions of ambulance services;

WHEREAS, on December 21, 1995, the ILLINOIS TOLLWAY adopted Resolution No. 14490, increasing the scheduled reimbursement rates for fire protection and emergency medical services (including ambulance services);

WHEREAS, the DEPARTMENT is qualified to provide the fire protection and emergency services required by the ILLINOIS TOLLWAY on the Veteran’s Memorial Tollway (I-355) between milepost 20.8 and milepost 22.5 in the northbound and southbound directions, and on the Ronald Reagan Memorial Tollway (I-88) between milepost 133.9 and milepost 130.8 in the westbound direction as depicted in Exhibit A (“Service Area”);

WHEREAS, the DEPARTMENT was created by and operates pursuant to general powers conferred under the Illinois Municipal Code, 65 ILCS 5/11-6-1, *et. seq.*;

WHEREAS, the ILLINOIS TOLLWAY, by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et. seq.*, is authorized to enter into this AGREEMENT,

NOW, THEREFORE, in consideration of the mutual covenants and representations contained herein, the ILLINOIS TOLLWAY and the DEPARTMENT (collectively, "Parties") agree as follows:

1. Relative to each occurrence in the Service Area (*see* Ex. A) to which the DEPARTMENT responds, the ILLINOIS TOLLWAY will pay the DEPARTMENT \$500.00 to reimburse a portion of the costs the DEPARTMENT incurs in connection with the response. On each annual anniversary of this AGREEMENT, this fee shall automatically increase by \$10.00. Also:
 - a. If helicopter rescue services are provided in accordance with criteria established by the hospital originating the request for such services, such services shall be billed directly by the helicopter rescue service to the party the helicopter was required to transport; the ILLINOIS TOLLWAY shall not be responsible for helicopter transport services, except as provided under Workers' Compensation Act, 820 ILCS 305/1, *et seq.*;
 - b. Special hazardous material rescue and clean up services not provided by the DEPARTMENT shall be billed directly by the provider to the person(s) or entities who caused such services to be required.
 - c. Nothing in this AGREEMENT shall prohibit the DEPARTMENT from billing any patient, including the insurance provider for the patient, for ambulance transportation to receive emergency medical care.

2. For, and in consideration of, the compensation specified above, which the ILLINOIS TOLLWAY and the DEPARTMENT agree constitutes the sole and exclusive amount for which the ILLINOIS TOLLWAY will be responsible for as a result of or due to a response by the DEPARTMENT, the DEPARTMENT agrees:
 - a. To use its best efforts to provide fire protection and emergency services for persons and property in the Service Area. If changes in the Service Area are required to more efficiently serve the needs of ILLINOIS TOLLWAY patrons, the Service Area may be amended by written agreement of the Parties.
 - b. To proceed, whenever fire equipment is available, to the location in the Service Area (*see* Ex. A) designated by an authorized representative of the ILLINOIS TOLLWAY. The DEPARTMENT shall make every effort to provide its own back-up response when its own manpower and/or equipment is not available for call-out. In the event an emergency call is directed to the DEPARTMENT from a source other than the ILLINOIS TOLLWAY, the DEPARTMENT shall promptly notify an authorized representative of the ILLINOIS TOLLWAY of the nature of the emergency and the designated location.
 - c. To respond with necessary available equipment and manpower as indicated by the information provided by the authorized representative of the ILLINOIS TOLLWAY.

- d. To present to the ILLINOIS TOLLWAY, within forty-five (45) days of an event in the Service Area that requires the provision of any fire protection and emergency services, an invoice including the hour, date, time and place of the DEPARTMENT's response to the event; and the amount due and owing from the ILLINOIS TOLLWAY pursuant to this AGREEMENT. The ILLINOIS TOLLWAY will promptly process all timely and sufficient invoices submitted by the DEPARTMENT. The DEPARTMENT shall not bill the ILLINOIS TOLLWAY for any services billed to an ILLINOIS TOLLWAY patron, and the ILLINOIS TOLLWAY shall not be responsible for any services billed to an ILLINOIS TOLLWAY patron, even if the DEPARTMENT fails to obtain payment from or on behalf of the ILLINOIS TOLLWAY patron.
- e. To keep confidential, and not disclose, distribute or otherwise share, any photographs, video or electronic images that depict any matter that may have occurred on ILLINOIS TOLLWAY property, except for disclosures to (i) physicians and medical personnel directly involved in the treatment of a patient involved in an occurrence, (ii) insurance companies representing a party involved in an occurrence, or (iii) the State Fire Marshal. Disclosure also is permissible to the extent required by the Illinois Freedom of information Act.

I. GENERAL PROVISIONS

1. The ILLINOIS TOLLWAY, the DEPARTMENT and their respective agents agree that they shall communicate, cooperate and coordinate with one another on all issues pertaining to a response and the consequent need for fire protection and emergency services in the Service Area, including but not limited to traffic and incident management.
2. All promises, agreements, covenants and representations, express or implied, oral or written, concerning the subject matter of this AGREEMENT are contained in this AGREEMENT, which embodies the entire agreement and understanding between the Parties. No other promises, agreements, covenants or representations, express or implied, oral or written, have been made by any Party to any other Party concerning the subject matter of this AGREEMENT, and neither the fact of this AGREEMENT nor any of its terms creates, or is intended to create, any rights or interests in any third party. This AGREEMENT is made solely for the benefit of the ILLINOIS TOLLWAY and the DEPARTMENT. All prior and contemporaneous negotiations, promises, agreements, covenants and representations between the Parties concerning the subject matter of this AGREEMENT are merged into this AGREEMENT.
3. Whenever in this AGREEMENT approval or review by either the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
4. No later than fourteen (14) calendar days after execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full-time representative of said PARTY during the period this AGREEMENT is in effect. Each

representative shall have authority, on behalf of such PARTY, to make decisions relating to implementation of this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

5. This AGREEMENT may be executed (including electronically) in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
6. This AGREEMENT may not be amended or modified without the written consent of the Parties and the Illinois Attorney General.
7. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
8. Failure by the ILLINOIS TOLLWAY or the DEPARTMENT to seek redress for a violation of this AGREEMENT or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the DEPARTMENT unless such provision is waived in writing by the Party intended to benefit therefrom.
9. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles, and in the event of a dispute, venue shall lie exclusively in DuPage County, Illinois.
10. The DEPARTMENT shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. The DEPARTMENT shall maintain books and records, including information stored in databases or other computer systems, for a period of three (3) years from the date of final payment under this AGREEMENT. Books and records the DEPARTMENT is required to maintain shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois or ILLINOIS TOLLWAY internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.
11. Either Party to this AGREEMENT may terminate this AGREEMENT by notifying the other Party in writing. Such written notice shall be effective ninety (90) days after the date of the notice. Such written notice shall be sent by U.S. Mail or overnight messenger as follows:

If to the DEPARTMENT

The Village of Downers Grove
Fire Department
801 Burlington Avenue
Downers Grove, IL 60515
Attention: Fire Chief

If to the ILLINOIS TOLLWAY

The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Attention: General Counsel

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed on the dates indicated.

THE VILLAGE OF DOWNERS GROVE

By: _____ Date: _____
Bob Barnett
Mayor

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Cassandra Rouse
Executive Director

Approved as to Form and Constitutionality

_____, AAG
Attorney General, State of Illinois



EXHIBIT A

Downers Grove Fire Department

Veteran's Memorial Tollway



Northbound & Southbound Milepost 20.8 to Milepost 22.5

Ronald Reagan Memorial Tollway



Westbound Milepost 133.9 to Milepost 130.8