

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS TOLL HIGHWAY AUTHORITY FOR EMERGENCY PROTECTION PROVIDED BY THE DEKALB FIRE DEPARTMENT TO THE ILLINOIS TOLLWAY (I-88) BETWEEN MILEPOST 87.6 AND MILEPOST 101.5 IN THE EASTBOUND AND WESTBOUND DIRECTIONS.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois constitution of 1970; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes cooperative agreements between Illinois units of local government; and

**WHEREAS**, the City provides fire protection and paramedic services to the Illinois State Toll Highway System on the Ronald Reagan Memorial Tollway (I-88) between milepost 87.6 and milepost 101.5 in the eastbound and westbound directions; and

**WHEREAS**, the Illinois State Toll Highway Authority and the City negotiated an intergovernmental agreement in the form attached hereto and incorporated herein as Exhibit A (the "IGA") to increase in the rate of reimbursement to the City for its provision of emergency medical services on the tollway from \$300 to \$500; and

**WHEREAS**, the City's corporate authorities find that approving the IGA is in the City's best interests for the protection of public health, safety, morals and welfare; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The recitals to this resolution are adopted and incorporated herein as Section One to this Resolution.

**SECTION 2:** The City's corporate authorities authorize, approve, and direct the City Manager or Mayor to execute the IGA attached hereto and incorporated herein as Exhibit A, and further direct City staff to perform such acts which may be necessary to effect the IGA.

**SECTION 3:** This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the City's corporate authorities' intent that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** This resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 28<sup>th</sup> day of November 2022 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, Verbic, Faivre, Barnes.

Nay: None. Absent: McAdams.



  
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**COHEN BARNES, Mayor**

ATTEST:

  
\_\_\_\_\_

Ruth A. Scott, Executive Assistant

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE CITY OF DEKALB**

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 City of DeKalb ("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 Ronald Reagan Memorial Tollway (I-88) between milepost 87.6 and milepost 101.5 in the eastbound and westbound directions 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 City of DeKalb  
Fire Department  
164 East Lincoln Highway  
DeKalb, IL 60115  
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 CITY OF DEKALB

By:   
Cohen Barnes  
Mayor

Date: 11-28-22

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: *Cassandra Rouse*  
Cassandra Rouse (Dec 2, 2022 14:11 CST)  
Cassandra Rouse  
Executive Director

Date: 12/02/2022



Approved as to Form and Constitutionality

*Kathleen R. Pasulka-Brown*  
Kathleen R. Pasulka-Brown (Nov 30, 2022 10:36 CST) . AAG  
Attorney General, State of Illinois



**EXHIBIT A**

**DeKalb Fire Department**

**Ronald Reagan Memorial Tollway**



**Westbound Milepost 87.6 to Milepost 101.5**

Illinois Tollway\_DeKalb Fire Department\_09.15.2022