

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

THIS INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”), made and entered into this ____ day of April, 2022, by and between The Illinois State Toll Highway Authority (“ILLINOS TOLLWAY”), and the City of Rochelle, an Illinois municipal corporation (“DISTRICT”).

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; and

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; and

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; and

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; and

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); and

WHEREAS, the DISTRICT was created by and operates pursuant to general powers conferred under the Illinois Municipal Code; and

WHEREAS, the DISTRICT is qualified to provide the fire protection and emergency services required by the ILLINOIS TOLLWAY on Interstate 88 (“I-88”) between milepost 70.5 and milepost 82.75 in the East and West directions, as depicted in Exhibit A (“Service Area”); and

WHEREAS, the DISTRICT, by virtue of Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 *et seq.*, and the Illinois Municipal Code, 65 ILCS 5/1-1-5 *et seq.*, is authorized to enter into this AGREEMENT; and

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; and

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

1. Relative to each occurrence in the Service Area (*see* Ex. A) to which the DISTRICT responds, the ILLINOIS TOLLWAY will pay the DISTRICT \$500.00 to reimburse a portion of the costs the DISTRICT incurs in connection with the response. On each 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT, the DISTRICT 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 DISTRICT 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 DISTRICT from a source other than the ILLINOIS TOLLWAY, the DISTRICT 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 DISTRICT'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 DISTRICT. The DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT. 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. The DISTRICT 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 DISTRICT 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 DISTRICT

Rochelle Fire Department
City of Rochelle
420 N. 6th Street
Rochelle, Illinois 61068
Attn: City Manager

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 ROCHELLE

By: _____ Date: _____, 2022
Jeff Fiegenschuh, City Manager

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____, 20
[Name, Position]

Approved as to Form and Constitutionality

_____, AAG
Attorney General, State of Illinois

EXHIBIT A
SERVICE AREA

[To be inserted when available]