

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL WORKSHOP**  
**JUNE 26, 2007 AGENDA**

| SUBJECT:                                      | TYPE:  | SUBMITTED BY:               |
|---|--|-----------------------------|
| Agreement with the Illinois Tollway Authority | ✓ Resolution<br>Ordinance<br>Motion<br>Discussion Only | Phil Ruscetti<br>Fire Chief |

**SYNOPSIS**

Staff has prepared a resolution to enter into an agreement with the Illinois Tollway Authority which defines the specific areas of I-88 and I-355 where Downers Grove would provide emergency services.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals for 2006-2011 identified *Exceptional Municipal Organization* and the supporting objectives of *Top Quality Core Services Responsive to Current and Future Community and Citizen Needs*.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval on the July 3, 2007 Council meeting consent agenda.

**BACKGROUND**

Two major Illinois tollways, I-88 and I-355, traverse through the Village. The Village has provided fire and emergency medical services (EMS) to areas inside or adjacent to these tollways since they were constructed. Recently, the Tollway Authority requested that all the fire departments with jurisdictions adjacent to tollways develop a specific response plan that would include milepost marker delineation. These plans will aid the State Police dispatchers in notifying the closest fire department when fire and/or EMS are needed.

The Tollway Authority has requested that the Downers Grove Fire Department units respond to emergencies on eastbound I-88 between milepost markers 135 and 135.5, I-88 westbound between milepost markers 130.8 and 133.9, and I-355 north and southbound between milepost markers 20.8 and 22.5. The current plan was developed to assure adequate response times are maintained during the Tollway's major reconstruction and expansion project that will take place this year.

**ATTACHMENTS**

Resolution

Agreement between the Village Of Downers Grove and the Illinois Tollway Authority

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
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 Agreement (the “Agreement”), between the Village of Downers Grove (the “Village Department”) and the Illinois State Toll Highway Authority (the “Tollway”), for Fire Department emergency services on areas of I-88 and I-355, 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 Village Manager 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

## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between The Illinois State Toll Highway Authority (hereinafter referred to as the "Tollway"), and the Village of Downers Grove, specifically for fire emergency services, protection (hereinafter referred to as the "Village Department").

## WITNESSETH

WHEREAS, the Tollway has been created and derives its power and authority pursuant to 605 ILCS 10/1 et. seq.; and

WHEREAS, in order to insure the highest degree of safety in the operation of the Northern Illinois Tollway, the Tollway adopted Resolution No. 5458 authorizing necessary agreements with appropriate Fire Protection Departments and Municipal Fire Departments to provide fire protection and emergency services, and Resolution Nos. 9589 and 9885 setting rates of reimbursement for the provision of such services; and

WHEREAS, the Village Department was created by and operates pursuant to general powers conferred under the Fire Department Act, 701 ILCS 705/1 et. seq.; and

WHEREAS, the Village Department is duly qualified and agreeable to providing necessary fire protection and emergency services as required by the Tollway.

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties hereto agree as follows:

1. The Tollway agrees to reimburse the Village Department for fire protection and emergency services and materials according to the following schedule of charges and reimbursements, or in accordance with any revisions to this schedule adopted from time to time by Resolution of the Tollway's Board of Directors.
  - a. \$300.00 for responding to a fire call or medical call made by an authorized representative of the Tollway;
  - b. a flat rate of \$50.00 for each additional piece of fire equipment that is dispatched to an accident site;
  - c. Actual cost to the Village Department for all foam used in excess of five (5) gallons and total reimbursement to the Village Department for loss or damage of equipment and use of supplies;
  - d. \$150.00 for each hour or portion thereof in excess of two (2) hours that equipment is required to complete response to the emergency;
  - e. \$150.00 for each fire rescue unit which is required;

- f. \$300.00 maximum for each fire ambulance responding to a call made by an authorized representative of the Tollway;
  - g. If helicopter rescue services are provided in accordance with criteria established by the hospital originating the request for such rescue services, such services shall be billed directly by the helicopter rescue service to the user;
  - h. Special hazardous material rescue and clean up services not provided by the Village Department shall be billed directly by the provider to the person(s) or entities who caused such services to be required.
2. The Village Department, for and in consideration of the compensation above specified, agrees to provide services as follows:
- a. Each Village Department agrees to use best efforts to provide fire protection and emergency services for lives and property on that portion of the Illinois Tollway System described in Exhibit "A", which is attached hereto and made a part hereof. Exhibit "A" may be amended by written agreement of the parties when changes in assigned territory are required to more efficiently serve the needs of Tollway patrons.
  - b. To proceed, whenever fire equipment is available, to the designated locations on the Tollway System as directed by an authorized representative of the Tollway. The Village 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 that an emergency call is directed to the Village Department from another source, the Village Department shall promptly notify an authorized representative of the 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 given by an authorized representative of the Tollway.
  - d. The Tollway, the Village Department and their respective agents agree to communicate, cooperate and coordinate with one another on all issues, including but not limited to traffic and incident management.
  - e. To present to the Tollway within forty-five (45) days a proper invoice setting forth the hour, date, time and place of the response to the call of an authorized representative of the Tollway, designating the type of service rendered and the amount of payment requested pursuant to this Agreement. The Tollway shall guarantee payments to the Village Department when said invoices are properly submitted. In the alternative, the Village Department may bill Tollway patrons for such services directly at its established rates, but the Village Department shall not, in such case, bill the Tollway for the same qualified services, and the Tollway shall be under no obligation to guarantee payment or to pay for such services in the event the Village Department fails to obtain payment directly from the Tollway patron.

3. Either party to this Agreement may terminate this Agreement by notifying the other party in writing. Such notice shall be effective ninety (90) days from the date of the notice. Such notice shall be immediately sent by U.S. Mail or delivered by Messenger to:

**VILLAGE DEPARTMENT**

Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, IL 60515

**TOLLWAY**

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year set out above

ATTEST:

The Illinois State Toll Highway Authority

\_\_\_\_\_  
Secretary

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

Its: \_\_\_\_\_

ATTEST:

Village of Downers Grove

\_\_\_\_\_  
Title

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

Title

Approved As To Form And Constitutionality

\_\_\_\_\_  
Attorney General, State of Illinois

EXHIBIT "A"

Reagan Memorial Tollway ("I-88") Eastbound Milepost Marker 135.0 to Milepost Marker 135.5  
Reagan Memorial Tollway ("I-88") Westbound Milepost Marker 130.8 to  
Milepost Marker 133.9

North-South Tollway ("I-355") Northbound and Southbound 20.8 to 22.5