

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of MAY, 1994, by and between The Illinois State Toll Highway Authority (hereinafter referred to as the "Authority"), and the Naperville Fire Department (hereinafter referred to as the "Department").

WITNESSETH MICROFILMED

WHEREAS, the Authority has been created and derives its power and authority pursuant to 605 ILCS 10/35; and

WHEREAS, in order to insure the highest degree of safety in the operation of the Northern Illinois Tollway, the Authority adopted Resolution No. 5458 authorizing necessary agreements with appropriate Fire Protection Districts 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 Department was created by and operates pursuant to the general powers conferred under the Illinois Municipal Code, 65ILCS 5/11-6-1, et seq.; and

WHEREAS, the Department is duly qualified and desirous of providing necessary fire protection and emergency services as required by the Authority.

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

1. The Authority agrees to reimburse the 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 Authority's board of Directors:

- a. \$300.00 for responding to a fire call made by an authorized representative of the Authority;
 - b. A flat rate of \$50.00 for each additional piece of fire equipment that is necessary;
 - c. Actual cost to the fire department for all foam used in excess of five (5) gallons in responding to a fire call;
 - d. \$100.00 for each hour in excess of two (2) hours that equipment is required;
 - e. \$100.00 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 Authority;
 - 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. Specialized 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.
2. The Department, for and in consideration of the compensation above specified, agrees to provide services as follows:

- a. 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 agreement of the parties when changes in assigned territory are required to more efficiently serve the needs of Tollway patrons.
- b. To proceed promptly, whenever fire equipment is available, to the designated locations on the Tollway System as directed by an authorized representative of the Authority. The Department shall use its own back-up sources when its own manpower and/or equipment is not available for call-out.
- c. To respond with necessary equipment and manpower as indicated by the information given by an authorized representative of the Authority.
- d. To present to the Authority a proper invoice setting forth the hour, date, time and place of the response to the call of an authorized representative of the Authority, designating the type of service rendered and the amount of payment requested pursuant to this Agreement.

In the alternative, the Department may bill Tollway patrons for such services directly at its established rates, but the Department shall not, in such case, bill the Authority for the same services, and the Authority shall be under no obligation to guarantee payment or to pay for such services in the event the Department fails to obtain payment directly from the Tollway patron.

3. If the Department encounters unforeseen difficulties in providing adequate fire protection and emergency services for any portion or all of its assigned territory as described in Exhibit "A," or any of the other Fire Departments or Fire Protection Districts serving adjacent areas of the Tollway encounter such difficulties, the Authority will make a good faith effort to obtain alternative coverage for such areas upon receipt of written notice. However, if no alternative coverage can be obtained, then the Department will be required to provide fire protection and emergency services to that portion of the Illinois Tollway System which falls within its territorial boundaries, and such services shall be provided in accordance with the terms of this Agreement.

4. Department agrees that it will indemnify and hold harmless the Authority, its directors and employees from claims, suits, actions, damages, legal fees and costs of every nature and description for any and all deaths, injuries to persons, and damage to property due to the activities of Department, its firemen or employees, in connection with the services rendered pursuant to this Agreement.

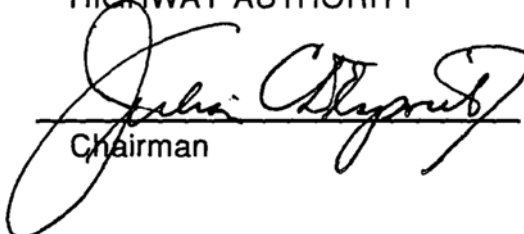
Nothing herein contained shall be construed as prohibiting the Authority, its directors or employees from defending any actions and suits brought against them or any of them or from employing their own counsel in defense of any and all such actions and suits.

5. Authority agrees that it will indemnify and hold harmless the Department, and its employees from claims, suits, actions, damages, legal fees and costs of every nature and description for any and all deaths, injuries to persons, and damage to property due to the activities of Authority or its employees, in connection with the services rendered pursuant to this Agreement.

Nothing herein contained shall be construed as prohibiting the Department or its employees from defending any actions and suits brought against them or any of them or from employing their own counsel in defense of any and all such actions and suits.

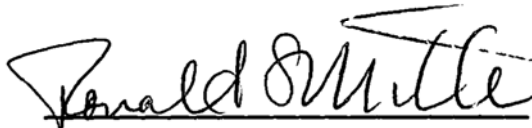
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year set out above.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

By: 
Chairman

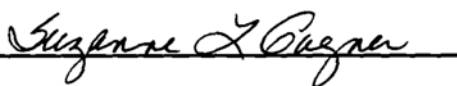
Attest:


Asst. Secretary



By: Ronald S. Miller
City Manager
City of Naperville
Title

Attest:


CITY CLERK
Title

Approved As To Form And Constitutionality

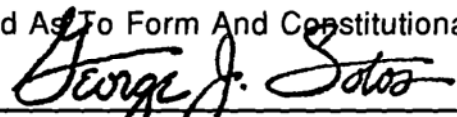

Asst. Attorney General, State of Illinois

EXHIBIT "A"

Naperville Fire Department

ASSIGNED TERRITORY

143.2 to 137.4 Tollway Mile Post marker

CERTIFICATION OF
FIRE & AMBULANCE
EMERGENCY SERVICE RATES

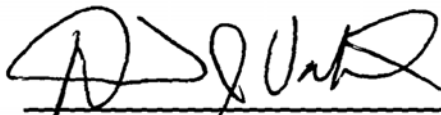
I, Daniel J. Voiland
(Print Name)

authorized representative of the fire protection services and/or emergency medical
services provider for City of Naperville Fire Department
(District or Department)

attest that the current charge(s) as of May 17, 1994, for
routine services provided is/are:

Routine Fire Services: No Charge Routine Ambulance Services: \$100 - Resident
\$200 - Non-resident

Routine services are any services rendered not requiring the use of multiple
vehicles or not requiring time in excess of two hours.



Signature District or Department or Company Representative

May 17, 1994
Date

Please note: This form is to be photocopied for Tollway notification of future appropriation.

The Illinois State Toll Highway Authority
 One Authority Drive
 Downers Grove, IL 60515

DATE _____

 Vendor's Name

 Address

 City/State/Zip Code

SUBMIT INVOICE TO THE ATTENTION OF RISK INSURANCE

DESCRIPTION	UNIT PRICE	AMOUNT
On the _____ day of _____, 19_____, at the hour of _____, the undersigned, responded to an official call of the Authority and proceeded to Mile Post Number _____ on the _____ Tollway, providing the following service: _____ _____ _____ _____ _____ _____ _____ _____		
By signature on this invoice, the vendor certifies that if attempt has been made to collect fees from the recipient of services, The Illinois State Toll Highway Authority has full rights to any further fees collected.	TOTAL:	

I, on behalf of the contractor named hereon, certify that I have authority to act for and on behalf of the Contractor/Vendor in the matter of this Certification, that said Contractor/Vendor has not admitted guilt nor been found guilty of bribery or attempted bribery of an officer or employee of the State of Illinois or any agency thereof.

The Contractor/Vendor hereby certifies that the goods, merchandise and wares delivered in accordance with the invoice herein, have met all of the required standards set forth in the purchasing contract, and further that the items listed above in the amount of \$_____ subject to cash discount (if any) are proper charges against The Illinois State Toll Highway Authority and that payment therefore has not been received.

Contractor/Vendor: _____

By: _____
 (Title)

FOR ILLINOIS STATE TOLL HIGHWAY AUTHORITY USE ONLY

VOUCHER # _____ ORDER OR CHECK # _____ APPROVAL COMPTROLLER _____
 SERV. COMP. OR
 MDSE REC'D _____ ACCT.# _____
 EXT. & BUDG. OR
 ADD. _____ AUTH. _____ ACCT# _____

These invoices may be copied for your use.

Please cross off the disclaimer for "the attempt to collect" when the request is for a fire services contribution.