

**AGREEMENT BETWEEN
THE SOMONAUK COMMUNITY FIRE PROTECTION DISTRICT
AND
PARAMEDIC SERVICES OF ILLINOIS, INC.**

THIS AGREEMENT, entered into this 8th day of January 2019, between the SOMONAUK COMMUNITY FIRE PROTECTION DISTRICT (hereinafter referred to as "District") and PARAMEDIC SERVICES OF ILLINOIS, INC., an Illinois corporation (hereinafter referred to as "PSI"):

WHEREAS, the District has determined that it is in the best interest of the health, safety and welfare of the residents of the District to engage PSI to furnish Paramedic personnel.

THEREFORE, in consideration of the covenants and agreements contained herein, together with good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Department and PSI agree as follows.

1. OBLIGATIONS OF PSI:

- A. PSI shall furnish four (4) licensed paramedics to the Department.
- B. Personnel will have State of Illinois paramedic licensing and will have been approved in Kishwaukee Emergency Medical Services (hereinafter referred to as "EMS") System.
- C. Personnel will provide emergency ambulance service within the District. Two paramedics will be on duty 24 hours a day, for two 24 hour shifts and one paramedic for one shift of 24 hours a day.
- D. The District paid on call staff shall cover all remaining hours.

2. PARAMEDIC CONTINUING EDUCATION:

All PSI Personnel will continue their professional education to meet all requirements set forth by the Illinois Department of Public Health and the Kishwaukee EMS System. This education and training shall not cause on-duty PSI personnel to be absent from the District. PSI personnel may participate in continuing education, held within the District. The District agrees to pay for all ongoing EMS Continuing Education and specialized EMS certifications.

3. **REPLACEMENT PERSONNEL:**

In the event of any absence of PSI personnel, for any reason, PSI shall provide, at its own expense, a qualified replacement that has been approved by the Chief of the Somonauk Fire Department (hereinafter referred to as "Fire Chief") to fulfill the assigned duties of the regularly scheduled personnel.

4. **SELECTION OF PARAMEDIC:**

- A. The Fire Chief shall have the right to interview and approve the candidate, based upon his/her experience and qualifications.
- B. In the event of a vacancy or if additional personnel is requested by the District, PSI shall furnish the resume of the potential candidate to the Fire Chief prior to interviewing with the District.
- C. Should any PSI personnel terminate his/her employment with PSI, or transfer to another Community, PSI shall provide the District with fourteen (14) days notice, whenever possible. Thereafter, the District shall approve a replacement pursuant to the foregoing procedures.

5. **CHAIN OF COMMAND:**

PSI personnel shall accept direction from the Fire Chief or from such other Officer(s) as designated by the District's Board of Trustees. PSI personnel shall be subject to, and abide by, all pertinent regulations, rules, ordinances, procedures and codes established and in effect by the District, State of Illinois Department of Public Health, the Federal Government, and/or any other governmental unit or association applicable to the operation of a Paramedic Ambulance Service.

6. **STATUS OF PARAMEDIC:**

PSI is retained under the terms of this Agreement by the District only for the purposes and to the extent set forth in this Agreement and for the period of its services hereunder and shall be independent contractors. PSI personnel provided pursuant to this agreement are employees of PSI and shall not be employees of the District. PSI shall be solely responsible for the payment of all wages, FICA withholdings, health and life insurance, pension and profit sharing, unemployment insurance, workers compensation insurance, and any other obligations or benefits required pursuant to the company's benefit package and in accordance with State or Federal laws and indemnify and hold the District harmless with regard to these obligations. PSI personnel shall not earn nor be entitled to receive any type of compensation from the District or employment benefits of any kind provided to the regular District employees, if any, under any statute or personnel policy manual or handbook or collective bargaining contract. PSI shall have the sole obligation to provide the Paramedics with health insurance coverage, to make payments

which may be due under the Workers Compensation Act and to meet any and all other obligations which an employer may have under local, state or Federal laws.

7. DUTY ASSIGNMENTS:

While on duty, in addition to regular duty assignments, PSI personnel shall also perform the following services as no additional cost to the District under this agreement, as directed by the Fire Chief:

- A. Provide/arrange for one evening of EMS drill per month for the District.
- B. Participate in firefighting training drills, as qualified to meet needs of the District.
- C. Present demonstrations of the ambulance and related equipment.
- D. Provide station tours.
- E. Assist in the instruction of Cardio-pulmonary Resuscitation (CPR) classes.
- F. Conduct blood pressure screening.
- G. Provide routine maintenance of stations, ambulances, rescue or EMS items or other such duties as may be reasonably required by the Fire Chief.
- H. Familiarization of the Community, including the boundaries, streets, target hazards, businesses, etc.
- I. Perform such other duties connected with their professional training.

8. UNIFORMS/FIRE GEAR:

The District shall furnish and provide PSI personnel with sufficient uniforms, fire gear and self-contained breathing apparatus (SCBA), as specified by the Fire Chief.

9. HOUSING:

The District shall allow PSI personnel to utilize the fire station(s)' facilities (i.e. kitchen, day room, etc.) for use by PSI personnel under the direction of the Fire Chief or other superior officer and in accordance with the terms of this Agreement.

10. EQUIPMENT AND VEHICLES:

- A. The District agrees to supply a fully equipped Paramedic level ambulance that meets or exceeds the specifications of the Kishwaukee EMS system, the Illinois Department of Public Health, and the United States Department of

Transportation, for use by PSI personnel under the direction of the Fire Chief or other superior officer and in accordance with the terms of this Agreement, but said direction will not affect medical or patient care decisions.

- B. The District further agrees to provide for all fuel, maintenance, repairs and insurance, for the District ambulance(s) and equipment.

11. **SERVICE AREA-MUTUAL AID:**

- A. PSI shall provide all EMS services within the District's jurisdiction-boundaries. In the event of simultaneous calls or in the event that more than one Paramedic ambulance is needed, comparable back-up service will be provided by mutual aid agreements with towns, villages and fire departments/districts surrounding the District.
- B. PSI personnel shall provide all EMS services in accordance to the District's mutual aid agreements with surrounding municipalities or fire districts for the use of Paramedic ambulance service.

12. **INSURANCE AND INDEMNIFICATION:**

- A. As part of the indemnification required by this Agreement, but without limiting the same, PSI agrees to carry, during the life of this Agreement, at its expense, health and life insurance, unemployment insurance, workers' compensation insurance, and comprehensive liability insurance insuring it and its employees. The comprehensive general insurance shall contain not less than five million dollars (\$5,000,000.00) combined commercial general liability and malpractice coverage and one million dollars (\$1,000,000.00) for property damage per occurrence. PSI shall furnish evidence of such insurance prior to the effective date of this Agreement, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the District and its officers, trustees, agents and employees as additional insureds for actions of PSI. PSI shall also carry during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish on an annual basis to the District, a Certificate of Insurance evidencing such coverage as additional insured for actions of PSI but not for actions of the District, its officers, trustees, agents or employees.
- B. PSI shall, at all times during the term of this agreement, maintain health and life insurance, unemployment insurance, workers' compensation insurance, and comprehensive liability insurance insuring it and its employees.
- C. PSI will not make any claim for defense or coverage to the District or any District insurer for any claim, action, suit, damage, cost, expense or liability arising from any act or omission of PSI or its officials, agents or employees. The District will not make any claim for defense or coverage to PSI or any PSI insurer for any

claim, action, suit, damage, cost, expense or liability arising from any act or omission of District or its officers, trustees, agents or employees.

D. All Certificates of Insurance shall contain the following endorsement:

“Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve 30 days’ prior written notice to the District.”

E. In the event of the cancellation of any insurance policy required herein, or upon PSI’s failure to procure said insurance satisfactory to District standards, the District shall have the right to terminate this Agreement.

F. As a material inducement for the District to enter into this Agreement, PSI agrees to indemnify, defend and hold harmless the District, its officials, trustees, agents, and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of any attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, which arise directly or indirectly out of or in connection with PSI’s provision of the paramedic, ambulance or other services under this Agreement, except to the extent any such claim, action, suit, damage, cost, expense or liability arise from an allegation of any negligence or other act or omission of the District, its officials, trustees, agents and employees.

G. As a material inducement for PSI to enter into this Agreement, the District agrees to indemnify, defend and hold harmless PSI, its officials, agents and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of any attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection with PSI’s provision of the paramedic, ambulance or other services under this Agreement, except to the extent any such claim, action, suit, damage, cost, expense or liability arise from an allegation of any negligence or other act or omission of PSI, its officials, agents or employees.

H. In the event of any such injury, including death or loss or damages or claim or claims thereto, PSI shall give immediate written notice thereof to the District.

13. PROHIBITED ACTIVITIES:

No commercial or private activities by PSI personnel are permitted while on duty. No solicitation of or by PSI personnel is permitted while on duty for the District.

14. **TERM OF AGREEMENT:**

This agreement shall be effective during the time period January 1, 2019, through December 31, 2023. After this Agreement has been signed by PSI, this Agreement shall be deemed dated and become effective on the date the District President and District Secretary sign this Agreement, which date shall be the date stated on the first page of this Agreement.

15. **CANCELLATION:**

The parties agree that each may, at any time, cancel this agreement without penalty, upon giving the other three (3) months written notice of such intent.

16. **ADDITIONAL PERSONNEL:**

The District, in its sole discretion, may request that additional PSI personnel be retained to fulfill the Paramedic duties or activities set forth in this Agreement at any time during the duration of this Agreement, provided that PSI can supply qualified personnel who are acceptable to the Fire Chief. The cost of any additional PSI personnel will be negotiated by the parties at the time the request for such additional personnel is made and will be confirmed by a written addendum to this Agreement.

17. **COMPENSATION:**

A. The District and PSI agree to enter into a five-year agreement.

Year One: The District agrees to pay PSI the following compensation for services rendered, for the time period of January 1, 2019, through December 31, 2019, the sum of Three Hundred Forty-Four Thousand Four and 00/100 Dollars (\$344,004) per annum or Twenty-Eight Thousand Six Hundred Sixty-Seven and 00/100 Dollars (\$28,667) per month. PSI further agrees to invoice the District at the beginning of each month, payable by the fifteenth day of each month.

Year Two: For the time period January 1, 2020 through December 31, 2020. PSI's yearly compensation for services rendered will be evaluated and increased to a mutually agreed upon rate based upon the cost of PSI's employee salaries, benefits and operational costs.

Year Three: For the time period January 1, 2021 through December 31, 2021. PSI's yearly compensation for services rendered will be evaluated and increased to a mutually agreed upon rate based upon the cost of PSI's employee salaries, benefits and operational costs.

Year Four: For the time period January 1, 2022 through December 31, 2022. PSI's yearly compensation for services rendered will be evaluated and increased to a mutually agreed upon rate based upon the cost of PSI's employee salaries, benefits and operational costs.

Year Five: For the time period January 1, 2023 through December 31, 2023. PSI's yearly compensation for services rendered will be evaluated and increased to a mutually agreed upon rate based upon the cost of PSI's employee salaries, benefits and operational costs.

- B. The District may at any time enhance the salary and benefit package of those serving the District. Upon notification, PSI will calculate the additional cost and invoice the District at the beginning of each month, payable by the fifteenth day of each month.
- C. PSI agrees to invoice the District for additional time, requested and approved by the Fire Chief, designated for special training, special details, etc. at the individual's time and one-half rate plus associated costs.
- D. PSI shall mail said invoices to:

Somonauk Community Fire Protection District
Attn: Chief Pat Colford
P. O. Box 92
Somonauk, IL 60552

18. **NOTICE:**

All notices require to be given pursuant to this agreement shall be given in writing and shall be either personally delivered to the District or PSI or mailed by certified or registered mail, return receipt requested, as follows:

Paramedic Services of Illinois, Inc.
9815 Lawrence Avenue
Schiller Park, IL 60176

Somonauk Community Fire Protection District
c/o President Mark Tuttle
P. O. Box 92
Somonauk, IL 60552

19. MISCELLANEOUS PROVISIONS:

- A. PSI and the District each agree at any time, and from time to time, to execute and deliver any and all documents reasonably requested by the other to carry out the intent of this Agreement.
- B. This Agreement shall be in full force and effect and legally binding after it is signed by the duly-authorized officers of each party. Each of the signatures to this Agreement are the duly-authorized representatives of their respective corporate entity, and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a Resolution that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties agreeing hereto and to their successors in office, heirs, representatives, and assigns.
- C. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties.
- D. This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement and all questions of interpreting construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of LaSalle County, Illinois, and the parties consent to be in personam jurisdiction of said Court for any such actions or proceedings.
- E. The District is entering into this Agreement with PSI, an Illinois Corporation, based upon the individual representations and assurances of the Corporation's individual shareholders and officers that they will cause the Corporation to perform under this Agreement. If, during the life of this Agreement, the individual or individuals who now own and operate PSI sell all or part of the business or their shares of stock of Corporation, this Agreement shall, at the sole option of the District, terminate, unless prior approval of sale to the purchasers by the District shall be obtained.
- F. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute on and the same Agreement.

- G. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto. This Agreement shall not be assigned by PSI without the written consent of the District. If there is an assignment or subletting, the District may immediately terminate this Agreement without penalty.


IN WITNESS WHEREOF, the President of the SOMONAUK COMMUNITY FIRE PROTECTION DISTRICT and the Vice President of Operations, PARAMEDIC SERVICES OF ILLINOIS, INC., have executed this agreement on the date first written above.

SOMONAUK COMMUNITY FIRE PROTECTION DISTRICT

By: 
President

By: 
Secretary

PARAMEDIC SERVICES OF ILLINOIS, INC.

By: 
Vice President of Operations

By: 
Attest