

EMERGENCY SERVICES STAFFING AGREEMENT

696-18

between
PARAMEDIC SERVICES OF ILLINOIS, INC.
and
THE CITY OF LOVES PARK, ILLINOIS

This Agreement ("Agreement") is entered into this 01 day of November, 2018, by and between Paramedic Services of Illinois, Inc., an Illinois Corporation ("COMPANY") and the City of Loves Park, Illinois, an Illinois Municipal Corporation ("CITY").

RECITALS

WHEREAS, COMPANY is a Corporation located in Schiller Park, Illinois and is engaged in the provision of fire and emergency medical staffing to Fire Departments; and

WHEREAS, CITY has a municipal Fire Department existing under the laws of the State of Illinois which provides, fire and EMS services; and

WHEREAS, CITY desires COMPANY to provide to it and COMPANY agrees to provide to CITY specific professional, certified fire and emergency medical licensed personnel to assist in CITY's provision of fire and EMS services for the citizens of CITY; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of fire and emergency medical licensed personnel at CITY during the term of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein as well as the above recitals which are incorporated into this Agreement, it is understood and agreed by and between the parties hereto as follow:

ARTICLE 1
TERM AND TERMINATION

1.1. Term of Agreement. This Agreement shall commence as of November 1, 2018 and shall continue until October 31, 2021 ("Initial Term"). The Agreement shall automatically renew on a year-to-year basis thereafter ("Subsequent Term"), unless either party provides written notice to the other at least one hundred fifty (150) days prior to the close of the Initial Term (or the close of any Subsequent Term) of an intent not to continue the Agreement. Negotiations for any changes in the terms of this Agreement shall be conducted in good faith seeking resolution no later than August 1st of the then current Term.

1.2. Termination for Breach of a Material Term. This Agreement may be terminated by either party for the breach by the other party of a material term of the Agreement, including but not limited to failure to pay sums due under this Agreement:

- 1.2.1 Immediately upon receipt by the breaching party of written notice of the breach, if the breach or non-performance is incapable of cure; or
- 1.2.2 Upon the expiration of ten (10), days of written notice of the breach, if the breach or non-performance is capable of cure and has not been cured; or
- 1.2.3 The admission in writing of the other party's inability to pay debts as they mature, making any general assignment for the benefit of creditors, or seeking the protection of any law for the release of insolvent debtors; or
- 1.2.4 Insolvency, bankruptcy, dissolution, liquidation, or receivership proceedings are commenced by or with the consent of the other party or are pending for more than sixty (60), days against such other party.

1.3. Termination without Cause. The CITY may cancel this Agreement at any time by providing written notice to COMPANY. COMPANY may terminate this Agreement at any time by providing at least 120 days' advance written notice to CITY.

1.4. Termination upon Agreement. In the event that the parties shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

1.5. Governmental Action. This Agreement is subject to and subordinate to the requirements of applicable law and of any governmental agency having jurisdiction. Notwithstanding any other provision of this Agreement, in the event that any governmental agency having jurisdiction, through an official and duly promulgated rule, regulation, or policy, disapproves in whole or in part this Agreement, takes any official and duly promulgated action substantially inconsistent with this Agreement, or officially promulgates a rule, regulation, or policy that results in the operation and/or legal effect of this Agreement being violative of such official and duly promulgate rule, regulation, or policy, the parties shall negotiate in good faith to modify the terms of this Agreement to the extent and in a manner reasonably necessary or desirable to accommodate such governmental action. In the event that mutually acceptable modifications cannot be agreed upon within ninety (90) days after the commencement of the negotiations, this Agreement shall be deemed to be unenforceable and shall terminate thirty (30) days thereafter.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1. Duties of COMPANY. COMPANY shall provide three (3) persons with one to hold licensure as an EMT-Paramedic and at least one to hold licensure as an EMT-Basic with the third person to obtain certification as an EMT-Basic within eighteen (18) months of the commencement of the Term (as those term are defined from time-to-time by the Illinois Department of Public Health) (such personnel are referred to as Firefighter/EMS), and with each such person also having Fire Fighter II certification as regulated by the Illinois Fire Marshal or its equivalent, to work from CITY's location in Loves Park, Illinois to provide Fire and EMS services in Loves Park on a twelve hour basis, seven days per week, throughout the Initial Term and any

Subsequent Term. COMPANY shall also provide a contact person/employee coordinator for staffing issues that shall be available to the Fire Chief to address any concerns. The CITY reserves the right, through its Fire Chief, to waive the licensure requirements for individual staff persons, but any such waiver does not relieve COMPANY of the obligation to provide persons with the required licensure should the Fire Chief revoke the waiver. Notwithstanding the foregoing, it is acknowledged that initially, only one of the Firefighter/EMS personnel will have Paramedic licensure and that City has accepted this staffing with the right to require a second Paramedic among the provided personnel with reasonable notice to Company and with no change in cost.

2.2. While on duty, the Firefighter/EMS personnel will function at the direction of the Fire Chief and/or his/her designee. The responsibilities of the Firefighter/EMS personnel shall include but are not limited to:

- 2.2.1** Responding to fire and medical calls received by CITY for fire and EMS Services to be provided in the CITY of Loves Park or pursuant to any mutual aid obligations of CITY and preparing appropriate and designated run reports for each documenting the activity and to maintain an awareness of, and a familiarity with, the streets, roads and traffic patterns of the CITY and its general environs;
- 2.2.2** Providing proctoring and instruction to fire and EMS interns and students as may from time to time be assigned to CITY;
- 2.2.3** Working with volunteer fire and EMS personnel members of CITY's Fire Department;
- 2.2.4** Performing general light maintenance and housekeeping duties as may be assigned by the Chief or other supervisory personnel of CITY and as agreed to by the parties.
- 2.2.5** Assisting with public relations events as requested including, but not limited to providing demonstrations of the fire trucks and equipment, assisting with community-wide awareness programs such as blood pressure screenings and generally promoting the good will of CITY.

2.3. Personnel. COMPANY shall be responsible for identifying a core group of six (6), Firefighter/EMS personnel who will serve to fulfill Company's obligations to CITY. Other appropriately licensed Firefighter/EMS personnel from COMPANY may provide service to CITY under this Agreement in place of the core group from time to time to allow for illness, vacation or other absence by the core group with appropriate notice to the Chief of the Fire Department who shall have final say on all personnel allowed to serve at the CITY and provided such replacement personnel are provided adequate personal protective gear by CITY to allow them to safely perform their duties. Generally, Firefighter/EMS personnel will be assigned on a two on, three off, three on, two off basis. Three Firefighter/EMS personnel with appropriate qualifications will be provided per shift to operate the provided CITY equipment. Shift times and patterns are subject to change at the direction of the Fire Chief. The CITY may add additional personnel at any time

during the duration of the contract with the costs for such additional personnel to be negotiated and memorialized in an addendum to this Agreement which shall be subject to approval by the Loves Park City Council.

2.4. Characteristics of Personnel. All COMPANY personnel rendering Firefighter/EMS services to CITY under this Agreement shall act in a courteous and professional manner and shall be physically able to perform the duties assigned to them as demonstrated by a pre-employment physical, shall have passed a background check and drug test and shall, at all times during the Initial Term of this Agreement as well as any Subsequent Term:

- 2.4.1** Be certified and/or licensed in accordance with the standards established by the Division of Personnel Standards and Education of the Illinois Office of the State Fire Marshal (or its equivalent in the discretion of the Fire Chief), the Illinois Department of Public Health, the applicable affiliated EMS System and all other pertinent applicable standards.
- 2.4.2** All personnel shall be certified at least at the Firefighter II level or equivalent certification and shall hold current Illinois certificate as an EMT-Paramedic or EMT-Basic. For the first eighteen (18) months of the Term, there may be one EMT- Paramedic and one EMT-Basic. A copy of all such certifications/licenses will be provided to CITY.
- 2.4.3** All personnel shall maintain and continue their professional education to meet the requirements of the Office of the Illinois State Fire Marshal, the Illinois Department of Public Health, the CITY, the applicable affiliated EMS System and all other applicable certifying agencies at no additional expense to CITY. The pursuit of continuing educational requirements for such personnel shall not cause such personnel to be absent from their assignment with the CITY.
- 2.4.4** All personnel shall be qualified to drive and operate ambulances and fire department equipment and shall carry and maintain at least a valid class "B" driver's license. The CITY shall provide reasonable assistance in obtaining said Class B licensure, including, but not limited to the use of a fire truck to take the test.
- 2.4.5** COMPANY shall have the sole and exclusive responsibility for the selection, hiring, discipline and termination of such Firefighter/EMS personnel providing services to CITY pursuant to this Agreement. COMPANY agrees to give preference in its hiring to qualified volunteers serving in the Loves Park Fire Department. COMPANY shall also follow its existing random drug testing protocol for the assigned Firefighter/EMS personnel.
- 2.4.6** Upon three (3) days' notice to COMPANY, CITY shall have the right to require a change in staffing should it, in its sole discretion, believe that a particular individual provided by COMPANY does not meet its overall

needs. Such discretion however may not violate any applicable laws prohibiting discrimination in any form. CITY's Fire Chief shall have the right, at any time, to immediately remove a particular individual if, in his sole discretion, removal is necessary for the protection of personnel or equipment and COMPANY shall make all reasonable efforts to provide a suitable replacement prior to the end of shift.

2.5. Governing Regulations. COMPANY personnel shall abide by the rules, regulations and procedures for such personnel as established from time to time by the State of Illinois or other governmental units which may be applicable to firefighters and EMS personnel including but not limited to HIPAA and state privacy, security and confidentiality laws and rules and shall not divulge any information to any person or agency except in accordance with applicable law. Such personnel shall also at all times, adhere to the applicable rules, SOPs/SOGs of the applicable affiliated resource hospital, COMPANY and of CITY. In the event that COMPANY is determined to be a business associate of CITY as defined by HIPAA, COMPANY and CITY shall enter into a Business Associate Agreement. COMPANY and its employees shall also comply with state Anti-Discrimination Laws, the Americans with Disabilities Act, the Illinois Human Rights Act, the Drug Free Workplace Act, the Freedom of Information Act and the Educational Loan Default Act.

2.6. Uniform. COMPANY shall require that its assigned Employees present themselves for work at CITY in a neat and professional manner. All such employees shall wear a clean uniform designated by CITY which shall consist of a blue uniform dress shirt with insignia as prescribed by CITY and blue uniform pants. No mirrored sunglasses will be permitted, hats must be worn with the bill facing forward.

2.7. Independent Contractor. It is understood by all parties hereto that COMPANY and the Firefighter/EMS personnel supplied hereunder to CITY are not employees of CITY. CITY, through its Fire Chief and command officers, shall be responsible for the day-to-day supervision and control over COMPANY's employees only for the purpose of the safe, efficient and effective delivery of fire and emergency medical services which is not intended to, nor shall change the independent contractor status of such employees.

2.7.1 COMPANY shall be responsible for paying compensation to the supplied Firefighter/EMS personnel, associated workers compensation insurance and payroll taxes and shall indemnify and hold CITY harmless therefrom. COMPANY agrees not to reduce the salaries offered to the Firefighter/EMS personnel from initial levels agreed upon.

2.7.2 COMPANY shall be responsible for providing benefits to the EMS personnel supplied hereunder in such manner and commensurate with the benefits offered to its other non-union employees. It is understood and agreed that the Firefighter/EMS personnel are not employees of CITY and not entitled to any benefits including, but not limited to health insurance or pension benefits afforded to CITY employees.

2.7.3 COMPANY shall provide professional negligence insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence, Workman's Compensation Coverage at the statutorily required limit, Comprehensive General liability Insurance in the amount of at least Five Million Dollars (\$5,000,000) per occurrence and aggregate coverage of at least Ten Million Dollars (\$10,000,000) as well as automobile liability coverage for the operation of CITY vehicles (non-owned and hired automobile insurance), in the amount of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000), in the aggregate covering its operations at CITY and shall provide proof of such insurance to CITY upon request and with the City to be named as an additional insured on each such policy all with a waiver of subrogation. In the event of any claim or suit brought against the CITY in relation to the performance of COMPANY's duties under this Agreement or arising from the actions of COMPANY's employees, COMPANY's insurance will be primary and will defend and indemnify CITY from the claim, notwithstanding the availability of any insurance that the CITY may have for the claim. Any insurance or self-insurance maintained by the CITY shall be in excess of the COMPANY's insurance and shall not contribute to it. CITY shall be named as an additional named insured on all policies provided by COMPANY and each policy will require notification be sent to CITY prior to its cancellation. COMPANY waives any right or claim that it, or its insurer, may have pursuant to 820 ILCS 305/1(a)(4) to recover from CITY any worker's compensation claims or payments, attorney's fees, expenses, etc. on account of any injury or worker's compensation claim made by any person providing services under this Agreement, and the COMPANY agrees that this paragraph constitutes a waiver as contemplated by said statute. Nothing in this paragraph is intended to or shall, waive any statutory immunities afforded to the CITY.

2.7.4 CITY shall immediately report to COMPANY, any violation of law, policy or work rule by one of COMPANY's employees.

2.8. Duties and Responsibilities of CITY. CITY shall have the following duties and responsibilities:

2.8.1 Vehicles: CITY shall provide, at its own expense, all vehicles, medical and fire equipment, fuel, vehicle insurance, vehicle maintenance, radio communication devices, electronic patient care reporting devices and any and all other equipment needed to provide firefighting services (including turn-out gear and SCBA) and EMS services within the scope of CITY's operations. COMPANY shall only be responsible for providing qualified, uniformed personnel as described in this Agreement.

2.8.2 Space: CITY shall, at its own expense, make appropriate space available to COMPANY and its EMS personnel for the performance of Firefighter/EMS services and other administrative duties pursuant to this Agreement including, but not limited to, appropriate day quarters and kitchen and shower facilities.

2.8.3 Equipment and Furniture: CITY shall provide, at its own expense, such equipment, furniture, and fixtures as may be reasonably necessary for the proper and efficient provision of EMS services pursuant to this Agreement, and shall keep and maintain such equipment, furniture and fixtures in good order and repair, reasonable wear and tear excepted.

2.9. Supplies and Support Services. CITY shall provide to COMPANY, at CITY's own expense, the supplies and support services necessary for the proper and efficient operation of Firefighter/EMS services at CITY, including but not limited to medical oxygen, housekeeping supplies, electricity, water, heat and telephone services, fuel for the vehicles and radio communication equipment.

2.10. Compliance. CITY and COMPANY will work cooperatively to also ensure compliance with safe work practices and use of protective equipment, imposed by any controlling federal, state and local government as well as all applicable state and federal laws and regulations.

2.10.1 CITY agrees to keep in full force and effect during the term of this Agreement a comprehensive general liability insurance policy in the minimum limit of One Million Dollars (\$1,000,000.00) combined single limit, insuring CITY and COMPANY and the Firefighter/EMS personnel supplied in accordance herewith as additional named insureds, against bodily injury and property damage liability caused by CITY's premises-operations. Said policy shall also include blanket, contractual liability and personal injury liability.

2.10.2 CITY also agrees to obtain and pay the cost of licenses or permits required in its business and will hold COMPANY harmless in the event that CITY is found to be in non-compliance by local, state or federal requirements in this connection.

ARTICLE 3 INDEMNIFICATION

3.1. CITY, without waiving any applicable statutory immunities, agrees to release, defend, indemnify, and hold COMPANY harmless from any and all wrongful or negligent acts committed by CITY or its employees, including violations of federal, state, or local laws or regulations.

3.2. COMPANY agrees to release, defend, indemnify, and hold CITY harmless from any and all wrongful or negligent acts committed by COMPANY or its employees, including

violations of federal, state, or local laws or regulations and any and all claims for injuries or property damage, as well as any and all employment-related causes of action, attributable to the acts or failure to act of COMPANY, its agents, officers, and employees while engaged in the performance of duties under this Agreement.

ARTICLE 4 COMPENSATION

4.1. **Compensation of COMPANY for Services.** CITY shall pay to COMPANY the sums set forth on Schedule A, attached hereto. Said Schedule shall apply throughout the Initial Term of this Agreement, but may be subject to modification, by written agreement of the parties, for any Subsequent Term.

4.2. **Compensation Schedule.** All payments due to COMPANY hereunder shall be paid by CITY on or before the 1st day of each month of the Agreement with the payment of the first month due on or before December 1, 2018 for services rendered in November. If payment is not received by COMPANY on or before the tenth (10th) day of the month, a late fee of one and one-half percent (1 ½ %) per month shall be payable by CITY. Company shall mail invoices to the attention of the Chief of the Loves Park Fire Department, 400 Grand Avenue, Loves Park, IL 61111.

In the event the agreement is terminated, COMPANY shall be entitled to its prorated fees for all services performed prior to termination of the agreement.

ARTICLE 5 OTHER PROVISIONS

5.1. **Contractual Agreements.** It is understood and agreed that no authority has been granted to either party or its respective employees and/or contractors, and none is possessed, to sign or endorse the other's name on any commercial papers, contracts, advertisements or instruments of any nature, nor to contract any debt or enter into any obligation, either express or implied, binding the other party to the payment of money or otherwise.

5.2. **Medical Records.** COMPANY agrees that its employees shall maintain patient treatment records in accordance with the applicable affiliated resource hospital policy and will assist in providing any and all information necessary for any billing of services rendered under this Agreement. COMPANY also agrees that its employees shall complete and maintain run sheet reports on all fire calls as directed by the Fire Chief. COMPANY agrees that all records, reports and similar documents related to treatment of its patients made in the normal course of providing Firefighter/EMS Services and reports of fire calls shall be the property of CITY. CITY agrees that it shall preserve and maintain all such records, reports and comments in accordance with the requirements of law and CITY's policy and practices. This provision as to records and documents shall survive the termination of the Agreement under any and all circumstances. In the event a party to this Agreement is named a party defendant in any lawsuit arising out of its performance of services under this Agreement or requires a patient's medical records to comply with federal or state laws or regulations, the other party shall provide the defendant with a full copy of the patient's medical records without cost to the defendant.

5.3. CITY and COMPANY each represent that they are equal opportunity employers and that each shall comply with all equal opportunity laws and regulations.

5.4. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties, and all prior agreements and understandings, whether written or oral, related hereto are merged herein. No modifications or waiver of any of the terms and conditions of this Agreement shall be effective unless it is in writing and signed by the parties hereto. Failure of either party to exercise any right in the event of breach or default by the other party shall not constitute or operate as a waiver of any right of either party.

5.5. Severability. To the extent that any provision of this Agreement shall be finally determined by a court of competent jurisdiction to be void, illegal or otherwise unenforceable, the same determination shall have no effect upon the enforceability of the balance of this Agreement, except to the extent that COMPANY's obligation to provide the services outlined herein shall be determined to be void, illegal or unenforceable, in which event the entire Agreement shall be terminable at the option of either party.

5.6. Choice of Law. This Agreement shall be interpreted and enforced in and pursuant to the laws of the State of Illinois and any actions shall be brought before the Circuit Court of Winnebago County. It is further agreed that should any litigation become necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs incurred in such action in addition to any other relief awarded.

5.7. Captions. The captions used herein are for convenience only and are not part of this agreement.

5.8. Drafter Bias. Each party has had the opportunity to review this Agreement with counsel and this document represents the combined collaborative efforts of negotiation and, as such, the provisions of this Agreement are not to be construed for or against either party.

5.9. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

5.10. Notice. Any notice or communication given pursuant to this Agreement by either party to the other party shall be in writing and delivered or mailed, by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to CITY:
Mayor Gregory Jury
100 Heart Boulevard
Loves Park, IL 61111
With copy to: Fire Chief Jerry Wiltfang

And

Gino Galluzzo, City Attorney
6735 Vistagreen Way, Suite 201
Rockford, IL 61107

If to COMPANY:
Paramedic Services of Illinois, Inc.
9815 Lawrence Ave.
Schiller Park, IL 60176-1125
ATTN: Larry A. Robbins, Vice President of Operations

Unless otherwise specified, any and all notices or other communications given pursuant to this Agreement shall be deemed duly given and received on the date personally delivered or on the date received by mail as shown by the post office receipt, whether or not actually received by the addressee. Any party may change its address by written notice to the others as herein provided. Provided that e-mail addresses are shown above, Notice may be given by e-mail, effective upon transmission, with a copy to be mailed by postal delivery.

5.11. Force Majeure. The parties to this Agreement shall be excused from any performance required hereunder if such performance is rendered impossible or delayed due to any catastrophe or other major event beyond their control, including without limitation war, riot, insurrection, strikes, lock-outs, serious labor disputes, floods, fires explosions, hurricanes, or other natural disasters.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above.

CITY OF LOVES PARK, Illinois, an Illinois Municipal Corporation:

By: Gregory R. Gray

Title: Its Mayor

ATTEST: [Signature], City Clerk

Date: November 1, 2018

PARAMEDIC SERVICES OF ILLINOIS, an Illinois Corporation

By: Larry A. Robbins

Title: VICE PRESIDENT OF OPERATIONS

ATTEST: [Signature]

Date: 11-1-18

**SCHEDULE A
COMPENSATION**

For the Initial Term of the Agreement for Emergency Services Staffing entered into by and between COMPANY and the City of Loves Park, Illinois, the following charges shall apply and are due from CITY to COMPANY, payable in accordance with Article 4 of the Agreement between the parties and in amounts as set forth below.

CITY shall pay to COMPANY, the sum of Thirty-Five Thousand and 00/100s Dollars (\$35,000) per month as payment for COMPANY's services for the first year of the initial term. CITY shall pay to COMPANY, the sum of Thirty-Five Thousand Eight Hundred Seventy-Five and 00/100s Dollars (\$35,875) per month as payment for COMPANY's services for the second year of the initial term. CITY shall pay to COMPANY, the sum of Thirty-Six Thousand Seven Hundred Seventy-Two and 00/100s Dollars (\$36,772) per month as payment for COMPANY's services for the third year of the initial term. Said sum is broken-down approximately as follows:

Base Payroll Costs	60%
Cost of Benefits	38%
Profit to COMPANY	2%

Additional time for Firefighter/EMS Personnel designated for training, special details or other purposes as pre-approved by the Fire Chief will be invoiced at 1/5 times the rate of pay for such individuals plus associated costs.

ADDENDUM TO EMERGENCY SERVICES STAFFING AGREEMENT

This Addendum (Addendum), to that certain Emergency Services Staffing Agreement, entered into by and between the City of Loves Park, Illinois, an Illinois Municipality (City) and Paramedic Services of Illinois, Inc., an Illinois Corporation (Company), on or about November 1st, 2018 is effective as to the last date signed below.

WHEREAS, City desires to have Company provide additional personnel pursuant to the Emergency Services Staffing Agreement entered into between them; and

WHEREAS, Company is willing to provide the requested personnel upon the terms and conditions set forth herein; and

WHEREAS, City and Company agree that all terms of the existing Emergency Services Staffing Agreement not modified herein shall remain in full force and effect and shall apply to the additional personnel provided by Company.

1. The above recitals are incorporated into this Addendum by reference.
2. Section 2.1 of the Emergency Services Staffing Agreement (Agreement) is modified such that in addition to the personnel listed therein, Company shall provide up to nine (9) persons who shall be licensed as an EMT – Paramedic as such is defined from time-to-time by the Illinois Department of Public Health and such persons shall also be certified at the level of Fire Fighter II as regulated by the Illinois Fire Marshal.
3. These nine (9) persons shall be selected in keeping with provisions of paragraph 2.3 of the Agreement and shall be added individually by Company to the staffing pool as appropriate candidates are identified and hired by Company.
4. Paragraph 2.3 of the Agreement is modified such that all new hires will be placed on shifts of twenty-four hours on and forty-eight hours off (24/48 schedule), with three of the new hires per shift. Existing personnel shall also be transitioned to a 24/48 schedule with no change in compensation from City to Company for those individuals. Shifts are subject to modification at the direction of the Fire Chief and the change in schedule described herein may be delayed dependent upon the speed of Company being able to provide the new personnel.
5. In addition to the sums payable pursuant to Schedule A of the Agreement, such Schedule is hereby modified such that the City shall also pay to Company a sum of up to Fifty-Four Thousand Seven Hundred Fifty and 00/100s Dollars (\$54,750) per month as payment for these additional nine (9) personnel with said sum to increase by

Two and one-half percent (2.5%) on the anniversary date of the Agreement each year during the term. Such increase shall not commence until the new personnel begin work and shall be assessed at the rate of Six Thousand Eighty-Three and 33/100s Dollars (\$6,083.33), per full time equivalent as each such person begins duty with the Fire Department with the full amount not due until full staffing is achieved. All amounts will be prorated depending upon start date.

6. Paragraph 2.7A is hereby added to the Agreement relating to duties of Company as follows:

Company shall provide to City, ambulance billing services to be conducted in a professional manner and in accordance with all applicable rules, regulations and laws including, but not limited to Medicare/Medicaid regulations and shall be responsible for the coding of services for payment. All billing services will be compensated at a rate of five percent (5%) of the amount collected by the City per month as a result of such billing.

7. In interpreting this Addendum and the Agreement, any conflicting provisions shall be controlled by this Addendum which is incorporated into and made a part of the Agreement. All other provisions of the Agreement are confirmed and ratified and shall apply to the additional personnel and the billing services which are the subject hereof.

8. All provisions of this Addendum are subject to ratification by the City Council of the City of Loves Park.

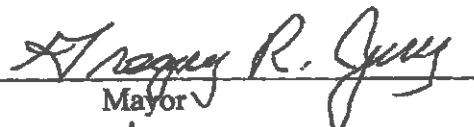
PARAMEDIC SERVICES OF ILLINOIS, INC.

BY 
Vice President - Operations

ATTEST 
Vice President - Finance

Date: 2-22-19

CITY OF LOVES PARK

BY 
Mayor

ATTEST 
City Clerk

Date: 1/28/19

AMENDMENT TO EMERGENCY SERVICES STAFFING AGREEMENT

THIS AMENDMENT (“Amendment”), is made by and between the City of Loves Park, Illinois, and Illinois Municipal Corporation (“City”) and Paramedic Services of Illinois, Inc., an Illinois Corporation (“PSI”), which are the parties to an Emergency Staffing Services Agreement (“Agreement”), dated November 1, 2018 and modified from time to time thereafter.

WHEREAS, the City has determined that it is in the best interests of the Loves Park Fire Department to alter and amend its staffing and command structure which will result in greater efficiency and in a savings from original budget estimates; and

WHEREAS, PSI is willing to accommodate the changes that City is proposing to make through the hiring of additional personnel and altering the scope of duties of certain existing personnel; and

WHEREAS, the City and PSI have agreed upon the compensation to be paid by the City to PSI as a result of these changes.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein as well as the above recitals which are incorporated into this Amendment, it is understood and agreed by and between the City and PSI as follows:

1. The gross compensation paid to PSI pursuant to Article 4 of the Agreement shall be increased to One Million Four Hundred Eighty-Eight Thousand (\$1,488,000) for fiscal year 2021 commencing on May 1, 2020.
2. PSI shall provide staffing of both full and part-time personnel to fulfill firefighting and EMS functions of the Loves Park Fire Department.
 - a. PSI will provide eighteen (18) full-time persons to cover all shifts on a 24/7/365 basis with such persons properly certified for the positions each fills in accordance with directives of the Loves Park Fire Chief and the State of Illinois.

- b. **PSI will also compensate and provide additional personnel who will function on an as-needed, on call, basis to augment and assist the full-time personnel.**
3. **No additional increase will be made in fiscal year 2021.**
4. **The two and one-half percent increases (2.5%) called for in future years pursuant to Schedule A of the Agreement shall go in to effect in future years on May 1st with the start of the City's new fiscal year.**
5. **In all other respects, the Agreement shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of May 1, 2020.

**City of Loves Park
An Illinois Municipal Corporation**

By: 
Gregory Jury

Its: Mayor

**Paramedic Services of Illinois
An Illinois Corporation**

By: 
Larry Robbins

Its: Vice President of Operations

Attest: 
Robert Burden, City Clerk