

**AGREEMENT BETWEEN
THE GENOA-KINGSTON FIRE PROTECTION DISTRICT
AND
PARAMEDIC SERVICES OF ILLINOIS, INC.**

THIS AGREEMENT is entered into this 12 day of September 2023, between the **Genoa-Kingston 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 Fire Protection District to provide Emergency Medical Ambulance Service at the Paramedic level.

WHEREAS, the District desires to engage PSI to furnish supplemental personnel to provide this Emergency Medical Ambulance Service.

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

1. **OBLIGATIONS OF PSI:** PSI shall furnish nine (9) licensed paramedic personnel positions to the District. For the additional three (3) personnel, PSI agreed to the District's request to hire paramedic/EMT-B personnel as they become available until the maximum amount of nine (9) paramedic personnel are hired and working. PSI agrees to invoice the District for the number of PSI paramedic/EMT-B personnel working at the District until all nine (9) licensed paramedic personnel positions are filled, then the full monthly amount of the compensation will be invoiced. These PSI personnel shall be required to work 24/48-hour shifts, of which three (3) shall be on duty at all times three hundred and sixty-five (365) days per year with the following exceptions. To fill these required three (3) personnel positions during this time period, District EMT-B personnel, employed by PSI, are allowed on a part-time basis to cover open shifts. In those instances, one paramedic shall always be on duty. The Fire Chief shall assign shifts consistent with the needs of the District.
2. **EMT-LICENSE:** PSI personnel shall at all times be licensed by the State of Illinois and be approved to work in the Kishwaukee Community EMS System. Proof of these credentials must be submitted to the Fire Chief prior to initial service to the District. All PSI Personnel will continue their professional education to meet all requirements set forth by the Illinois Department of Public Health and the Kishwaukee Community 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. All future associated costs for training and education for EMS, Fire and rescue, including tuition and wages shall be at the expense of the District. In addition, the District agrees to cover any expenses related to annual Department of Transportation physicals that are required by the District.

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 Fire Chief to fulfill the assigned duties of the regularly scheduled Personnel.
4. **COORDINATOR:** One (1) of the PSI personnel assigned to the District shall be designated PSI'S Coordinator. The Coordinator shall be responsible for the coordination of all PSI activities and will serve as a liaison between PSI and the District / Fire Chief.
5. **SELECTION OF PERSONNEL:** In the event of a vacancy or if additional personnel is requested by the District, PSI shall interview and select qualified personnel based upon said interview, experience and qualifications. PSI shall furnish the District the resume of the selected candidate. All newly hired PSI personnel shall undergo a background check, physical exam and drug screen, as indicated by PSI's Policy & Procedure Manual, prior to serving the District. If any PSI personnel terminates his/her employment with PSI, or transfers to another Community, PSI shall provide the District with (14) days notice, whenever possible. Thereafter, PSI shall select replacement personnel pursuant to the foregoing procedures.
6. **CHAIN OF COMMAND:** PSI personnel shall accept directions 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 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 an Ambulance Service.
7. **STATUS OF PERSONNEL:** All 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.

The District shall have the right to demand that PSI dismiss, choose not to accept, or remove from duty any personnel that the District, in its sole judgment, shall deem to be unsatisfactory. The District agrees that it will not use, as a basis for exercising its authority under this paragraph, any reason that has been determined by statute, ordinance, or case law to be discriminatory or improper.

8. **DUTY ASSIGNMENTS:** While on duty, in addition to regular duty assignments, PSI personnel shall also perform the following services at no additional cost to the District as directed by the Fire Chief.
 1. Present demonstrations of ambulance/EMS equipment and provide station tours.
 2. Assist in the instruction of Cardio-Pulmonary Resuscitation (CPR) classes.
 3. Conduct blood pressure screening.
 4. Provide routine maintenance of stations, department vehicles and any fire, rescue or EMS items.
 5. Perform such other duties connected with their professional training.
9. **UNIFORMS:** PSI shall furnish and provide all PSI personnel with sufficient uniforms, as specified by the Fire Chief. There shall be no reference to the name of PSI on any uniforms worn while on duty. The District agrees to provide all PSI personnel with all the necessary fire/rescue protective gear.
10. **HOUSING:** The District shall allow PSI personnel to utilize the District's station (s) facilities (i.e., kitchen, day room, sleeping quarters)
11. **EQUIPMENT AND VEHICLES:** The District agrees to supply a fully equipped Paramedic level ambulance that meets or exceeds the specifications of the Kishwaukee Community EMS system, the Illinois Department of Public Health and the United States Department of Transportation. The District further agrees to provide for the fuel, maintenance, repairs and insurance of said ambulance and equipment.
12. **SERVICE AREA-MUTUAL AID:**
 - A. PSI shall provide all 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 agreement with towns, villages and Fire Districts surrounding the District.
 - B. PSI personnel shall provide all services in accordance to the District's mutual aid agreements with surrounding municipalities or Fire Districts for the use of Paramedic ambulance service.

13. **INSURANCE AND INDEMNIFICATION:**

- A. PSI shall indemnify, hold harmless and defend the District from any and all claims, demands, causes of action, suits, judgments and awards, together with attorneys' fees incurred by the District as a result of any injury to, or death of, persons or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statutes), arising indirectly, or directly, in connection with, or under, or as a result of this Agreement solely by virtue of any act or omission of any PSI employee, officer and/or agent to the extent permitted by insurance. PSI's obligation to indemnify hereunder is subject to the availability and limits of its insurance coverage. Under no circumstances is PSI required to indemnify the District for the District's own negligent or intentional conduct.

- B. The District shall indemnify, hold harmless and defend PSI from any and all claims, demands causes of action, suits, judgments and awards, together with attorneys' fees incurred by PSI as a result of any injury to, or death of, persons or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statutes), arising indirectly, or directly, in connection with, or under, or as a result of this Agreement solely by virtue of any act or omission of any District employee, officer and/or agent to the extent permitted by insurance. The District's obligation to indemnify hereunder is subject to the availability and limits of its insurance coverage. Under no circumstances is the District required to indemnify PSI for PSI's own negligent or intentional conduct.

- C. 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.

Professional and Commercial Liability insurance shall not be less than ten million dollars (\$10,000,000) per occurrence and in the aggregate. The District shall be named as additional insured.

Workers' compensation insurance coverage, as required by the State of Illinois.

Hired and Non-owned Automobile Liability insurance shall not be less than ten million dollars (\$10,000,000) per occurrence and in the aggregate.

A copy of each certificate of insurance shall be furnished to the District annually.

- 14. **PROHIBITED ACTIVITIES:** No commercial activities by PSI personnel are permitted while on duty. No solicitation of or by PSI personnel is permitted while on duty for the District.

15. **TERM OF AGREEMENT:** This agreement shall be effective during the time period October 1, 2023 through September 30, 2028.

16. **CANCELLATION:** The parties agree that each may, at any time, cancel this Agreement without penalty, upon giving the other six (6) months written notice of such intent.

The Parties acknowledge and agree that as of the effective date of this Agreement there is a nationwide shortage of Paramedics and EMTs because of the COVID-19 pandemic and wage inflation. The EMS Industry anticipates that the Paramedic and EMT shortage will endure for at least another two (2) to four (4) years, if not longer. As such, the Parties agree that if PSI is unable to fill vacant Paramedic or EMT positions for permanent assignment to the District, the Parties agree to reopen this Agreement and negotiate new Compensation terms of this Agreement for the purpose of increasing wages paid to Paramedics and EMTs to ensure PSI's ability to recruit, retain and assign Paramedics and EMTs to the District. If the Parties cannot agree to new terms, either Party may terminate this Agreement without penalty upon giving the other Party sixty (60) days written notice.

17. **ADDITIONAL PERSONNEL:** The District may add additional personnel at any time during the duration of the contract. The cost of the additional personnel will reflect the current year's contract price per person.

18. **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 October 1, 2023 through September 30, 2024 the sum of \$1,117,440.00 per annum or \$93,120.00 per month.

Year two: For the time period October 1, 2024 through September 30, 2025. PSI's yearly compensation for services rendered will be evaluated and adjusted to a mutually agreed upon rate based upon the cost of PSI's employee salaries, benefits and operational costs.

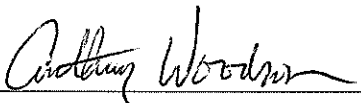
Year three: For the time period October 1, 2025 through September 30, 2026. PSI's yearly compensation for services rendered will be evaluated and adjusted to a mutually agreed upon rate based upon the cost of PSI's employee salaries, benefits and operational costs.


Year four: For the time period October 1, 2026 through September 30, 2027. PSI's yearly compensation for services rendered will be evaluated and adjusted to a mutually agreed upon rate based upon the cost of PSI's employee salaries, benefits and operational costs.

21. **ENTIRE AGREEMENT AND AMENDMENT:** This Agreement contains the entire agreement and understanding between the Parties regarding the subject matter hereof; it supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; and this Agreement is not subject to modification, alteration or amendment, except by further written Agreement signed by all Parties.

IN WITNESS THEREOF, the Genoa-Kingston Fire Protection District and PSI have executed this agreement on the date first written above.

GENOA-KINGSTON FIRE PROTECTION DISTRICT

By:  President

By:  Treasurer

By:  Secretary

PARAMEDIC SERVICES OF ILLINOIS, INC.

By: _____ COO

By: _____ Attest