

**AGREEMENT BETWEEN
THE MORRIS FIRE PROTECTION & AMBULANCE DISTRICT
AND
PARAMEDIC SERVICES OF ILLINOIS, INC.**

THIS AGREEMENT, entered into this 1st day of July 2021, between the **Morris Fire Protection & Ambulance 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 supplemental EMS/Firefighter 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 District and PSI agree as follows:

- I. **OBLIGATIONS OF PSI:** PSI shall furnish nine (9) personnel: four (4) FF/EMT-B, one (1) FF/EMT-P, two (2) FF/EMT-P Shift Supervisor, one (1) EMS Coordinator, and one (1) FF/EMT-P Training Director.

The EMS Coordinator shall be responsible for the coordination of all PSI activities and will serve as a liaison between PSI and the District / Fire Chief.

One (1) of the personnel assigned to the District shall be designated PSI's Training Director. All duties, tasks and responsibilities assigned to this position are at the discretion of the Fire Chief.

All Personnel will have State of Illinois EMT or Paramedic licensing and will have been approved in the appropriate EMS System.

Personnel will have or obtain a minimum of State Fire Marshal's Firefighter II or Basic Operations Firefighter Certification, at the discretion of the Fire Chief.

Personnel will provide emergency ambulance service and fire protection within the District.

One (1) EMS Coordinator will be on duty Monday – Friday, all scheduled hours, tasks and responsibilities will be at the direction of the Fire Chief. No replacement coverage is required by PSI when the EMS Coordinator is absent from work due to paid time off, sick time, leaves, holidays, etc.

Eight (8) PSI Personnel will be assigned 24/48 hour shifts at the direction of the Fire Chief.

PSI shall compensate all Personnel at a rate approved by 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 designated 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.

2. **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.
3. **SELECTION OF PARAMEDIC/FIREFIGHTER:** The Fire Chief, prior to placement, shall approve PSI personnel. 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 serve the District. The Fire Chief shall then have the right to interview and approve the candidate, based upon his/her experience and qualifications. PSI shall advise the District when any PSI personnel terminates his/her employment with PSI or is transferred to another contract, and whenever possible, provide fourteen (14) days prior notice. Thereafter, the District shall select a replacement pursuant to the foregoing procedures.
4. **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 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.
5. **STATUS OF PERSONNEL:** 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, 401k, 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.

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.

6. **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 fire apparatus, ambulance and related equipment.
 2. Provide station tours.
 3. Assist in the instruction of Cardio-Pulmonary Resuscitation (CPR) classes.
 4. Conduct blood pressure screening.
 5. Provide routine maintenance of stations, department vehicles and any fire, rescue or EMS items or other such duties as may be reasonably required by the Chief related to fire and EMS.
 6. Familiarization of the District, including the boundaries, streets, target hazards, businesses, etc.
 7. Perform such other duties connected with their professional training.
7. **UNIFORMS/FIRE GEAR:** The District shall furnish and provide personnel with sufficient uniforms, Fire Gear and SCBA face pieces as specified by the Fire Chief. There shall be no reference to the name of PSI on any uniforms worn while on duty.
8. **HOUSING:** The District shall allow PSI personnel to utilize the District's station(s) facilities. (i.e., kitchen, day room, etc.)
9. **EQUIPMENT AND VEHICLES:** The District agrees to supply a fully equipped, Paramedic level ambulance(s) that meets or exceeds the specifications of the designated 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 District ambulances, fire apparatus and equipment.
10. **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.

11. 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.
- 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.
- 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.

Non-owned and Hired 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.

12. **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.

13. **PSI ATTESTS:** That it has the following compliant written PSI policies.
 - Equal Employment Opportunity
 - Discrimination and Sexual Harassment
 - Americans with Disabilities act
 - Drug, Alcohol and Cannabis
 - Equal Pay
 - Illinois Minimum Wage Laws

14. **TERM OF AGREEMENT:** This agreement shall be effective during the time period July 1st, 2021 through June 30th, 2023.

15. **CANCELLATION:** The parties agree that each may, at any time, cancel this Agreement without penalty, upon giving the other one hundred and eighty days written notice of such intent.

16. **ADDITIONAL PERSONNEL:** The District may add additional personnel at any time during the duration of the contract. The cost of the additional personnel will be mutually agreed upon based on the new hire(s) position, experience and qualifications.

17. **COMPENSATION:**
 - A. Year One (1): For the time period July 1st, 2021 through June 30th, 2022. PSI's yearly compensation for services rendered will be \$740,868.00 payable in (12) monthly payments of \$61,739.00.

 - B. Year Two (2): For the time period July 1st, 2022 through June 30th, 2023. PSI's yearly compensation for services rendered will be \$763,092.00 payable in (12) monthly payments of \$63,591.00.

 - C. The District and PSI have the option to renew this agreement for the period of July 1st, 2023 through June 30th, 2026. The renewal of this agreement will be automatic and take effect immediately on July 1st 2023, unless either party terminates this agreement pursuant to the terms in paragraph 15. PSI's yearly compensation for services rendered for each year will be evaluated and adjusted to a mutually agreed upon rate, based upon the District's budget and the cost of PSI's employee wages, benefits and operational costs.

- D. PSI agrees to invoice the District for additional time, approved by the Fire Chief, designated for training, special details, etc. at the individual's time and one-half rate plus associated costs, on a monthly basis.
- E. In order to maintain a mutually beneficial agreement. Upon the request of the DISTRICT, PSI agrees to renegotiate the cost of this contract should excessive turn over occur.
- F. In order to maintain a mutually beneficial agreement. Upon the request of PSI, The DISTRICT agrees to renegotiate the cost of this contract should PSI's Health Care, Workers Compensation or Liability insurance premiums rise excessively during the term of this Agreement. PSI shall provide documentation of said increases.
- G. Changes to PSI personnel working at the DISTRICT during the term of the contract shall not be altered without discussion and agreement by the DISTRICT.
- H. PSI further agrees to invoice the District at the beginning of each month, payable by the end of the same month.
- I. The District may, at any time, enhance the salary and benefit pack 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 end of the same month.

PSI shall mail said invoices to:

Morris Fire Protection & Ambulance District
Chief Tracey Steffes
2301 Ashton Road
Morris, IL 60450

NOTICE: All notices required 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.
Larry A. Robbins
One Pierce Place
Suite 750W
Itasca, IL 60143

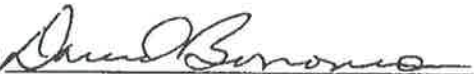
Or

Morris Fire Protection & Ambulance District
Chief Tracey Steffes
2301 Ashton Road
Morris, IL 60450

With a copy to:
Attorney Shawn P. Flaherty
1804 N. Naper Blvd., Suite 350
Naperville, IL 60563

IN WITNESS THEREOF, the Morris Fire Protection & Ambulance District and Paramedic Services of Illinois, Inc., have executed this agreement on the date first written above.

MORRIS FIRE PROTECTION & AMBULANCE DISTRICT

By:  President

By:  Secretary

By:  Treasurer

PARAMEDIC SERVICES OF ILLINOIS, INC.

By:  Vice President - COO

By:  Attest