

**AGREEMENT BETWEEN
THE BARRINGTON COUNTRYSIDE FIRE PROTECTION DISTRICT
AND
PARAMEDIC SERVICES OF ILLINOIS, INC.**

THIS AGREEMENT, entered into this 1st day of January 2020, between the Barrington Countryside Fire Protection District (hereinafter referred to as "District"), and Paramedic Services of Illinois, Inc. an Illinois corporation (hereinafter referred to as "PSI"):

THIS AGREEMENT supersedes and replaces any and all previous agreements and addendums.

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 Fire Service 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:

1. **OBLIGATIONS OF PSI:** PSI shall furnish forty-seven (47) personnel to the District, not to exceed: three (3) Chief Officers, forty-two (42) Full Time Firefighter/Paramedics, one (1) Director of Fire Prevention and one (1) Administrative Assistant:

One	(1)	Fire Chief
Two	(2)	Deputy Chiefs
Three	(3)	Battalion Chiefs
Three	(3)	Captains
Six	(6)	Lieutenants
Thirty	(30)	Firefighter/Paramedics
One	(1)	Director of Fire Prevention
One	(1)	Administrative Assistant

PSI shall compensate the full-time Chief Officers at a rate approved by the District. These positions are salaried positions. No additional compensation or overtime shall be provided unless approved by the District. Should additional compensation or overtime be granted, the District agrees to reimburse PSI along with the associated costs. All scheduled hours, tasks and responsibilities will be at the direction of the Fire Chief.

PSI shall compensate the Battalion Chiefs at a rate approved by the District.

PSI shall compensate the Captains at a rate approved by the District.

PSI shall compensate the Lieutenants at a rate approved by the District.

PSI shall compensate the Firefighter/Paramedics at a rate approved by the District.

Director of Fire Prevention:

PSI shall compensate the Director of Fire Prevention at a rate approved by the District.

This position is a salaried position. No additional compensation or overtime shall be provided unless approved by the District. Should additional compensation or overtime be granted, the District agrees to reimburse PSI along with the associated costs. No replacement coverage is required by PSI when the Director of Fire Prevention is absent from work due to paid time off, sick time, leaves, holidays, etc. All scheduled hours, tasks and responsibilities will be at the direction of the Fire Chief.

Administrative Assistant position:

PSI shall compensate the Administrative Assistant at a rate approved by the District.

This position is a salaried position. No additional compensation or overtime shall be provided unless

approved by the District. Should additional compensation or overtime be granted, the District agrees to reimburse PSI along with the associated costs. No replacement coverage is required by PSI when the Administrative Assistant is absent from work due to paid time off, sick time, leaves, holidays, etc. All scheduled hours, tasks and responsibilities will be at the direction of the Fire Chief.

Acting officer pay differential:

Qualified acting officers, as determined and scheduled by the Fire Chief, will be provided additional hourly compensation after acting in the capacity. The amount of differential compensation will be determined by the District.

PSI agrees to invoice the District, on a monthly basis, for this acting officer pay differential and its associated costs.

Part-time Firefighter/Paramedic program:

PSI will supply the requested number of part-time personnel as requested by the Fire Chief. Part-time personnel shall not work more than 29 hours per week. All scheduled hours, tasks and responsibilities will be at the direction of the Fire Chief.

PSI shall compensate part-time personnel at a rate approved by the District.

The District agrees to compensate PSI for the hours worked by part-time personnel including the associated costs.

PSI agrees to invoice the District, on a monthly basis, for hours worked by part-time personnel and the associated costs.

Fire Service Training, Special Teams and Education Program:

PSI employees assigned to the Fire District may pursue additional fire service training, as approved by the Fire Chief. The Fire Chief and PSI shall work together to find the most cost-effective way to obtain said training and to assure that the training does not interfere with PSI's staffing obligations to the Fire District. The Fire District agrees to reimburse PSI for all payroll costs associated with the additional fire service training approved by the Fire Chief. PSI agrees to cover the tuition costs for said training.

The Call-back program:

When a call-back for personnel is initiated, all tasks, assignments and responsibilities will be at the direction of the Fire Chief. The minimal call-back pay shall be one (1) hour. Time after the first hour will be paid in quarter hour increments.

1. PSI part-time personnel working up to 40 hours in a one-week period will be paid at the rate approved by the District.

Part-time personnel working over 40 hours in a one-week period will be paid at time and one-half of their regular hourly rate.

2. PSI full-time personnel working up to 40 hours in a one-week period will be paid their regular hourly rate.

Full-time personnel working over 40 hours in a one-week period will be paid at time and one-half of their regular hourly rate.

The District agrees to compensate PSI for the call-back hours worked by PSI personnel including the associated costs.

PSI agrees to invoice the District, on a monthly basis, for call-back hours worked by PSI personnel and the associated costs.

Specialized Service Non-Firefighting Off-Duty Related Pay Scale:

At the request and approval of the Fire Chief, PSI employees may be assigned to perform off-duty specialized services for the District. At the direction of the District, PSI agrees to pay said off-duty employees their time and one-half rate or \$35.00 per hour, whichever is higher, for each hour of specialized work. The District agrees to reimburse PSI, on a monthly basis, for those hours based on quarter hour increments, plus the associated costs. All scheduled hours, tasks and responsibilities will be at the direction of the Fire Chief.

General Terms:

The firefighter/paramedics will have State of Illinois paramedic licensing and will have been approved in the Northwest Community EMS System.

Personnel will have a minimum of State Fire Marshal's Basic Operations (Firefighter II) and FAE Certifications, at the discretion of the Fire Chief.

For those PSI personnel who are in need of State Fire Marshal's Basic Operations (Firefighter II) certification, PSI agrees to send these individuals to NIPSTA Fire Academy at PSI's expense at a time designated by the Fire Chief.

Any PSI personnel who have been approved to be hired by the District as an EMT-B, must successfully become a State of Illinois licensed paramedic approved to function in the Northwest Community EMS System within one (1) year from the date of full-time employment unless waived or deferred by the Fire Chief.

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

Fourteen (14) PSI Personnel shall be normally assigned to each shift, 365 days a year, 24 hours a day.

The District has determined the minimal daily staffing requirements per day shall be eleven (11) personnel.

Starting time and shift assignment shall be determined 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 Northwest 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 while on duty.

All PSI personnel shall successfully complete a background check, physical exam and drug screen prior to serving 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 FIREFIGHTER/PARAMEDICS:** The Fire Chief, prior to placement, shall approve PSI personnel. In the event of a vacancy, or if additional personnel are 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. Should any PSI personnel terminate his/her employment with PSI, or transfer to another Community, after consulting with the District, PSI shall provide the District with fourteen (14) days' notice, whenever possible. 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 Fire/Paramedic Ambulance Service.

5. **STATUS OF FIREFIGHTER/PARAMEDICS:** 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, retirement plan, 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.

Paid time-off for full time personnel is designed to be covered under the minimal manning provision. PTO may not be banked and is not transferable. In the event said personnel requests their PTO in pay, terminates their employment or approved PTO creates an over-time situation, the District agrees to reimburse PSI at the appropriate hourly rate and its associated costs.

The sick time program for full-time personnel issues an annual allotment and the ability to bank time.

Each Fire Officer will receive five (5) sick days per year and may carry over and bank five (5) days per year up to a maximum of sixteen (16) days.

Each firefighter/paramedic will receive three (3) sick days per year and may carry over and bank three (3) days per year up to a maximum of ten (10) days.

All sick days are designed to be covered under the minimal manning provision. In the event said personnel requests their approved sick day creates an over-time situation, the District agrees to reimburse PSI at the appropriate hourly rate and its associated costs. Upon termination of employment from PSI for any reason, any unused and/or banked sick time will be forfeited. Sick time is not transferable.

Additional benefits provided by the District:

\$100,000 Additional Voluntary Life Insurance Coverage:

At the direction of the Board, effective February 1, 2015, PSI will make an additional \$100,000 of voluntary life insurance coverage available to each full-time PSI employee working at the District. It remains the responsibility of each PSI employee to take advantage of this benefit by completing all enrollment, processing and beneficiary requirements set forth by the life insurance company. The District has agreed to reimburse PSI for said cost. PSI agrees to invoice the District on a monthly basis for this \$100,000 of life insurance coverage.

RETIREMENT PLAN: PSI has an established and existing retirement plan called the Paramedic Services of Illinois, Inc. Employees Retirement Plan and Trust (the Plan) and the District has approved by action of its' Board of Trustees to allow PSI employees assigned to the District to participate in the Plan. It is agreed by the parties that at the close of each and every calendar year a "Contribution Report" will be prepared by PSI detailing the discretionary employer contribution to fund the Plan for PSI employees assigned to the District, and the District will pay to PSI on an annual basis upon receipt and review of the Contribution Report that discretionary employer total contribution amount. PSI pays the administrative costs associated with the retirement plan.

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, ambulances and related equipment.
 2. Provide station tours.
 3. 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 and fire gear 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 fully equipped fire apparatus and Paramedic level ambulances that meet or exceed the specifications of the Northwest 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 District ambulances, fire apparatus and equipment.

10. SERVICE AREA-MUTUAL AID:

A. PSI shall provide all services within the District's jurisdictional boundaries. In the event of simultaneous calls or in the event that more Paramedic ambulances or fire service equipment/operations are 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 towns, villages and Fire Districts for the use of Paramedic ambulances or fire service equipment/operations.

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.

- 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. The comprehensive general insurance shall contain not less than one million dollars (\$1,000,000) combined commercial general liability coverage, one million dollars (\$1,000,000) professional liability (malpractice) and workers' compensation insurance coverage, as required by the State of Illinois.
- D. The District shall be named as an additional insured on all CGL and professional liability insurance policies. The District shall receive thirty (30) days written notice prior to cancellation or alterations reducing the policy limits. A copy of the 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. **TERM OF AGREEMENT:** This agreement shall be effective during the time period January 1, 2020 through December 31, 2024 with the option to renew this agreement for the period of January 1, 2025 through December 31, 2029.
14. **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.
15. **COMPENSATION:**
- A. The District agrees to pay PSI the following compensation for services rendered, for the time period of January 1, 2020 through December 31, 2020, the sum of \$4,757,460 per annum, or \$396,455 per month.
 - B. The District agrees to pay PSI the following compensation for services rendered, for the time period of January 1, 2021 through December 31, 2021, the sum of \$4,852,608 per annum, or \$404,384 per month.
 - C. The District agrees to pay PSI the following compensation for services rendered, for the time period of January 1, 2022 through December 31, 2022, the sum of \$4,949,664 per annum, or \$412,472 per month.
 - D. The District agrees to pay PSI the following compensation for services rendered, for the time period of January 1, 2023 through December 31, 2023, the sum of \$5,048,652 per annum, or \$420,721 per month.

- E. The District agrees to pay PSI the following compensation for services rendered, for the time period of January 1, 2024 through December 31, 2024, the sum of \$5,149,620 per annum, or \$429,135 per month.
- F. The District and PSI have the option to renew this agreement for the period of January 1, 2025 through December 31, 2029. 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 salaries, benefits and operational costs.
- G. When the Fire Chief and the District determine the need for promotions of the firefighter/paramedics to officer positions, the District will confer with PSI to establish the new salary, and upon notification, PSI will calculate the additional cost and invoice the District.
- H. The District, at their discretion, may request additional PSI personnel to enhance the District's staffing needs throughout the duration of the contract. The cost of any additional PSI personnel will be negotiated by the parties at the time the request.
- I. 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.
- J. 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.
- K. PSI further agrees to invoice the District at the beginning of each month, payable by the end of the same month.

PSI shall mail said invoices to:

Barrington Countryside Fire Protection District
Chief Jim Kreher
22222 N. Pepper Road
Lake Barrington, IL 60010

16. **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:


Barrington Countryside Fire Protection District
Chief Jim Kreher
22222 N. Pepper Road
Lake Barrington, IL 60010

OR

Paramedic Services of Illinois, Inc.
Larry A. Robbins
One Pierce Place
Suite 750W
Itasca, IL 60143

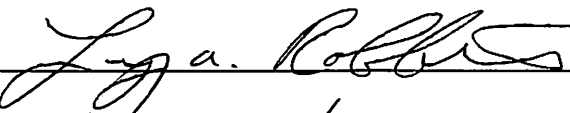
IN WITNESS THEREOF, the Barrington Countryside Fire Protection District and Paramedic Services of Illinois, Inc., have executed this agreement on the date first written above.

BARRINGTON COUNTRYSIDE FIRE PROTECTION DISTRICT

By:  President

By:  Secretary

PARAMEDIC SERVICES OF ILLINOIS, INC.

By:  Vice President
Operations

By:  Attest