

EXHIBIT "A"

AGREEMENT BETWEEN
CITY OF LASALLE
AND
PARAMEDIC SERVICES OF ILLINOIS, INC.

THIS AGREEMENT, entered into this 1st day of May 2018 between the City of LaSalle (hereinafter referred to as "City"), and Paramedic Services of Illinois, Inc., an Illinois corporation (hereinafter referred to as "PSI") to be effective May 1, 2018:

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

NOW 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 City and PSI agree as follows.

- 1. OBLIGATIONS OF PSI:** PSI shall furnish six (6) licensed paramedics exclusively assigned to the City.

Personnel will have State of Illinois paramedic licensing and will have been approved in the Illinois Valley EMS System.

PSI Personnel will provide Paramedic level emergency ambulance service within the City.

Two (2) PSI Personnel will be on duty, 24 hours per day, 365 days a year.

One (1) of the PSI personnel assigned to the City 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 City / Fire Chief.

PSI Personnel will continue their professional education to meet all requirements set forth by the Illinois Department of Public Health and the Illinois Valley EMS System. This education and training shall not cause on-duty PSI personnel to be absent from the City. PSI personnel may participate in continuing education, held within the City while on duty.

- 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 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 City, PSI shall furnish the resume' of the potential candidate to serve the City. 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, PSI shall provide the City with (14) days notice, whenever possible. Thereafter, the City 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 City. PSI personnel shall be subject to, and abide by, all regulations, rules, ordinances, procedures and codes established and in effect by the City, 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 PARAMEDICS:** PSI personnel provided pursuant to this agreement are employees of PSI and shall not be employees of the City. PSI shall be solely responsible for the payment of all wages, FICA withholdings, health, dental, AD&D 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 City harmless with regard to these obligations.
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 City, as directed by the Fire Chief.
 1. Present demonstrations of 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, ambulances and EMS equipment.
 6. Familiarization of the City, including the boundaries, streets, target hazards, businesses, etc.

7. Perform other such duties connected with the pre-hospital EMS profession.
7. **UNIFORMS:** The City shall furnish and provide personnel with sufficient uniforms and protective 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 City shall allow PSI personnel to utilize the City's Fire Station facilities. (i.e., kitchen, day room, bunk room, etc.)
9. **EQUIPMENT AND VEHICLES:** The City agrees to supply fully equipped Paramedic level ambulance(s) that meet or exceed the specifications of the Illinois Valley EMS system, the Illinois Department of Public Health and the United States Department of Transportation. The City further agrees to provide for the fuel, maintenance, repairs and insurance of said ambulances, and equipment.
10. **SERVICE AREA-MUTUAL AID:**
 - A. PSI shall provide all services within the City's jurisdiction-boundaries. In the event of simultaneous calls or in the event that more paramedic ambulances are needed, comparable back-up service will be provided by agreement with surrounding municipalities and fire protection districts that surround the City.
 - B. PSI personnel shall provide all services in accordance to the City'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 City officials, City employees and the City from any and all claims, demands, causes of action, suits, judgments and awards, together with attorney's fees incurred by the City, 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 City shall indemnify, hold harmless and defend PSI from any and all claims, demands causes of action, suits, judgments and awards, together with

attorney's 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 City 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 name the City as an additional insured and shall contain not less than five million dollars (\$5,000,000) combined commercial general liability coverage, five million dollars (\$5,000,000) professional liability and workers' compensation insurance coverage, as required by the State of Illinois. A copy of the certificate of insurance shall be furnished to the City 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 City.
- 13. **TERM OF AGREEMENT:** This four (4) agreement between the City and PSI shall commence May 1, 2018.
- 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. **ADDITIONAL PERSONNEL:** The City may add additional PSI personnel at any time during the duration of the contract. 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.
- 16. **COMPENSATION:**
 - A. The City and PSI agrees to enter into a four (4) year agreement, subject to the provisions above regarding cancellation.

The City agrees to pay PSI the following compensation for services rendered, for the time period of May 1, 2018 through April 30, 2019, the sum of \$429,240.60 per annum or \$35,770.05 per month.

The City agrees to pay PSI the following compensation for services rendered, for the time period of May 1, 2019 through April 30, 2020, the sum of \$439,971.62 per annum or \$36,664.30 per month.

The City agrees to pay PSI the following compensation for services rendered, for the time period of May 1, 2020 through April 30, 2021, the sum of \$450,970.91 per annum or \$37,580.91 per month.

The City agrees to pay PSI the following compensation for services rendered, for the time period of May 1, 2021 through April 30, 2022, the sum of \$462,245.18 per annum or \$38,520.43 per month.

- B. PSI agrees to invoice the City for additional time, requested and approved by the Fire Chief, designated for special training, special details, etc. at the individuals' time and one-half rate plus associated costs.
- C. PSI further agrees to invoice the City, at the beginning of each month, payable by the 15th of the same month.
- D. The City may at any time enhance the salary and or benefit pack of those serving the City. Upon notification PSI will calculate the additional cost and invoice the City, at the beginning of each month, payable by the 15th of the same month.

PSI shall mail said invoices to:

City Comptroller
City of LaSalle, Comptroller's Office
745 Second Street
LaSalle, IL 61301

17. **NOTICE:** All notices required to be given pursuant to this Agreement shall be given in writing and shall be either personally delivered to the City or PSI or mailed by certified or registered mail, return receipt requested, as follows:

City of LaSalle
745 Second Street
LaSalle, IL 61301

Or

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

IN WITNESS THEREOF, the City of LaSalle and Paramedic Services of Illinois, Inc., have executed this agreement on the date first written above.

CITY OF LASALLE

By: _____
Mayor

Attest: _____
City Clerk

PARAMEDIC SERVICES OF ILLINOIS, INC.

By: _____
Vice President – Operations

Attest: _____
Vice President – Finance