

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

THIS AGREEMENT, is entered into this 1ST day of October 2018, 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 six (6) licensed Paramedics to the District. These PSI personnel shall be required to work 24/48-hour shifts, of which two (2) shall be on duty at all times three hundred and sixty-five (365) days per year with the following exception. The District and PSI agree to allow District EMT-B personnel, employed by PSI, 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.

All PSI personnel assigned to the District will be capable and willing to participate in firefighting training and activities provided by the District. At the discretion of the Fire Chief, PSI personnel may be encouraged to obtain the certification of an Illinois State firefighter through the Districts training program.

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 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 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.

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, including work boots, 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 attorney's 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 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 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 and workers' compensation insurance coverage per the State of Illinois regulations. A copy of the certificate of insurance shall be furnished to the District annually.

14. **PROHIBITED ACTIVITIES:** No commercial activities by PSI personnel are permitted while 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 1st, 2018 through September 30, 2023.
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.
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 contract price per person.

18. **PERSONNEL MODIFICATIONS:** The District may at any time enhance the salary or benefit package of those serving the District. Upon notification PSI will calculate the additional cost and invoice the District, at the beginning of each month, payable within the same month.

19. **COMPENSATION:**

A. The District and PSI agrees 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, 2018 through September 30, 2019 the sum of \$ 476,490.00 per annum or \$ 39,707.50 per month.

Year two: The District agrees to pay PSI the following compensation for services rendered, for the time period of October 1, 2019 through September 30, 2020 the sum of \$ 476,490.00 per annum or \$ 39,707.50 per month.

Year three: The District agrees to pay PSI the following compensation for services rendered, for the time period of October 1, 2020 through September 30, 2021 the sum of \$ 486,024.00 per annum or \$ 40,502.00 per month.

Year four: The District agrees to pay PSI the following compensation for services rendered, for the time period of October 1, 2021 through September 30, 2022 the sum of \$ 495,744.00 per annum or \$ 41,312.00 per month.

Year five: The District agrees to pay PSI the following compensation for services rendered, for the time period of October 1, 2022 through September 30, 2023 the sum of \$ 505,656.00 per annum or \$ 42,138.00 per month.

The District and PSI have the option to renew this agreement for the period of October 1, 2023 through September 30, 2028. 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.

B. PSI further agrees to invoice the District, at the beginning of each month, payable by the 15th.

PSI shall mail said invoices to:

Genoa-Kingston Fire Protection District
317 E. Railroad Street
Genoa, IL 60135

20. **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.
9815 W. Lawrence Avenue
Schiller Park, IL 60176

Or

Genoa-Kingston Fire Protection District
317 E. Railroad Street
Genoa, IL 60135

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

GENOA-KINGSTON FIRE PROTECTION DISTRICT

By: Tony Woods President

By: David Sheehan Treasurer

By: Randall Perry Secretary

PARAMEDIC SERVICES OF ILLINOIS, INC.

By: Liza Roberts Vice President
Operations

By: M. D. Han Attest