

**AGREEMENT BETWEEN WEST CHICAGO FIRE PROTECTION DISTRICT  
AND PARAMEDIC SERVICES OF ILLINOIS, INC.**

This Agreement entered into this 1st day of January, 2020 by and between the WEST CHICAGO FIRE PROTECTION DISTRICT (hereinafter the "DISTRICT"), and PARAMEDIC SERVICES OF ILLINOIS, INC. (hereinafter "PSI").

**WITNESSETH:**

WHEREAS, the DISTRICT wishes to engage PSI to furnish paramedics on a twenty-four (24) hour basis for the full term of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein together with good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the DISTRICT and PSI agree as follows:

1. Services. PSI shall furnish licensed paramedics, as hereafter provided, so that at all times during a twenty-four (24) hour period for the full term of this Agreement, there are licensed paramedics on duty. Said service shall consist of the services of twelve (12) paramedics, of which a minimum of six (6) shall be certified at the Fire Fighter II or Basic Operations Firefighter level at the Chief's discretion. Said paramedics shall be assigned with no fewer than four (4) per shift and shall meet the physical fitness requirements specified by the Board of Trustees of the DISTRICT (hereinafter the "BOARD") and/or the Board of Fire Commissioners of the DISTRICT (hereinafter the "COMMISSIONERS") whether or not the same have been established or modified after the date of the Agreement.
2. Service Area. PSI shall provide services within the corporate limits of the DISTRICT and as required, whether land is annexed after the date of this Agreement, and such other areas as may, from time to time, be required.
3. Compliance with Law. PSI shall comply with all statutes, rules and regulations, ordinances, policies, and codes of the DISTRICT, the City of West Chicago, the County of DuPage, the State of Illinois, the Federal Government or any subdivision of State or Federal Government having jurisdiction of the matter applicable to advanced life support services, and to the extent applicable, fire service and/or fire-fighting services, pursuant to this Agreement and any other action arising out of this Agreement, whether or not such statutes, rules and regulations, ordinances, policies and codes are now in effect or hereafter amended.
4. Personnel. As a part of the services furnished, PSI shall have licensed paramedics and paramedic/Fire Fighter II's or paramedic/Basic Operations Firefighter as required, assigned to the DISTRICT. The paramedics shall each hold a State of Illinois Paramedic license and Fire Fighter II or Basic

Operations Firefighter Certification, as required, and shall have been approved for the service within the DISTRICT and for all fire/ambulance/emergency service providers with which it is involved for mutual aid purposes. Each paramedic shall be directed by PSI to accept direction from the Fire Chief of the DISTRICT or from such other officer or officers of the DISTRICT as the Fire Chief or other officer may designate. The DISTRICT reserves the right to reject any candidate referred by PSI for assignment to the DISTRICT.

All paramedics provided pursuant to this Agreement are employees of PSI and not employees of the DISTRICT, the BOARD and/or the COMMISSIONERS, even though such paramedic may be required under his/her agreement with PSI to accept direction of the Fire Chief (or his designee) of this DISTRICT while the paramedic is on duty in connection with the carrying out of ambulance services, the paramedic program and any other fire related duties pursuant to this Agreement.

PSI shall be responsible for and shall provide any and all obligations of an employer, including but not limited to: Worker's Compensation Insurance, withholding for Federal and State income taxes and F.I.C.A., or any other obligation or withholding due to or from any employee under State or Federal law or any other law having applicability hereto. PSI shall provide a certificate of insurance for each of the coverage's required under this Agreement. Such certificate of insurance shall require that the insurance carrier give at least thirty (30) days written notice to the DISTRICT prior to any modification or cancellation of the policy for whatever reason.

All paramedics shall continue their professional training and education to meet the requirements of the DISTRICT, the BOARD and/or the COMMISSIONERS, the United States Department of Transportation and the Illinois Department of Public Health, or any other licensing body. Such training and education shall be at the sole expense of PSI and shall not cause on-duty paramedics to be absent from duty with the DISTRICT. PSI personnel shall be allowed to attend on duty continuing education. The DISTRICT shall not be required to pay PSI for personnel provided who are not properly licensed or certified.

It is understood and agreed to by both parties that the paramedics whose services are being furnished herein may be called upon to perform the duties of a fire fighter. PSI will notify and inform each paramedic of this obligation, before said paramedic is assigned for service under this Agreement.

The DISTRICT agrees to assist PSI paramedics in fire training, enabling paramedics assigned to the DISTRICT the opportunity to receive their Basic Operations Firefighter certification. The DISTRICT shall have no further responsibilities or obligations with respect to the Illinois State Fire Marshal's Basic Operations Firefighter certification program.

5. Replacement Personnel. In the event of any absence of any paramedic, for any reason, PSI shall provide, at its own expense, a licensed paramedic replacement to fulfill the assigned duties for the regularly scheduled paramedic. In the hiring or placement of personnel with the DISTRICT, PSI shall insure that the personnel placed at the DISTRICT shall maintain the level of professional certifications required by the DISTRICT. Prior to placement, PSI shall provide a copy of the paramedic's professional credentials for the DISTRICT'S review and approval. In no event shall there ever be less than two (2) paramedics assigned to each shift, one per station, who are familiar with the Districts operations, in the opinion of the Fire Chief (or his designee). Any part-time paramedics that PSI intends to utilize, on occasion, shall be previously approved by the Fire Chief or his designee, following the same procedures that are outlined in this Agreement. Part-time paramedics shall meet all qualification standards that are established for the regularly assigned full-time contract paramedics. Replacement personnel shall be provided without interruption to service and in accordance with this Agreement. PSI shall undertake appropriate efforts to minimize the turnover of personnel under this Agreement, to the best of their ability.
  
6. Duties of Personnel. The paramedics assigned to the DISTRICT shall, in addition to their regular assignments, provide the following on duty services:
  - A. Present demonstrations of the ambulances and equipment as directed by the DISTRICT;
  - B. Instruct cardio-pulmonary resuscitation (CPR) classes as scheduled by the DISTRICT;
  - C. Provide any and all services connected with their professional training as directed by the DISTRICT;
  - D. When qualified, furnish on going education/instruction to all personnel of the DISTRICT, at no additional cost to the DISTRICT;
  - E. Conduct, blood pressure screening within the DISTRICT'S service area, as directed by the DISTRICT;
  - F. Prepare written reports pertaining, but not limited to, response, statistics, system status reports, and performance monitoring;
  - G. When qualified, conduct basic medical training for members of the DISTRICT, as directed by the DISTRICT;
  - H. PSI will provide and compensate off duty personnel for up to, but not exceeding 300 hours per year, for stand-by at special events within the District. Additionally, should the off duty service needs of the DISTRICT

change, PSI agrees to negotiate a fair hourly rate for any additional off duty hours worked by PSI personnel. PSI further agrees to invoice the DISTRICT on a monthly basis for these additional hours.

- I. Provide routine maintenance of fire stations and fire department vehicles and any related maintenance.
7. Administration. PSI shall appoint a Coordinator to administrate this Agreement and, if necessary, an Assistant Coordinator, in the event the Coordinator is unable to do so.

PSI shall have an administrator available to attend any meeting of the BOARD or COMMISSIONERS, when requested.

Scheduling of duties shall be made pursuant to the Manual for duties to be approved by the DISTRICT. This manual may be amended from time to time thereafter with the consent of the DISTRICT. The DISTRICT shall establish the shift schedules, station assignments and starting times.

8. Indemnification.

PSI shall in all events defend, indemnify, save, and hold harmless the District, its agents, officers, members, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorney's fees) arising from injuries or property damage, including any and all employment related causes of action attributable to the acts or failure to act of PSI, its agents, officers, and employees while engaged in the performance of its duties under this contract.

The DISTRICT shall indemnify and hold harmless PSI from any and all claims, demands, causes of action, suits, judgments, and awards, together with reasonable attorney's fees incurred by PSI, as a result of any injury to persons or damage to property arising out of any and all acts performed by the DISTRICT employees, and not PSI employees, in furtherance of duties imposed pursuant to this Agreement.

9. Insurance Requirements

- A. Worker's Compensation Insurance. PSI shall purchase, and upon request shall provide evidence that it has secured, worker's compensation insurance for its employees in amounts required by Illinois law. PSI hereby waives any right or claim it, or its insurer, may have pursuant to 820 ILCS 305/1(a) (4) to recover from the District any worker's compensation claims or payments, attorneys fees, expenses, etc., on account of any injury or worker's compensation claim made by any person providing services under this agreement, and the PSI agrees that this paragraph constitutes a waiver as contemplated by said statute.

- B. Professional Liability Insurance. PSI shall purchase, and upon request shall provide evidence that it has secured, for itself and its employees comprehensive professional liability insurance with a minimum \$1,000,000 per occurrence limit and \$10,000,000 aggregate limit on the primary policy plus an excess/umbrella liability policy with a \$5,000,000 per occurrence limit and \$10,000,000 aggregate limit for total combined limits of \$6,000,000 per occurrence and \$20,000,000 aggregate.
- C. Comprehensive General Liability Insurance. PSI shall purchase, and upon request shall produce evidence that it has secured, comprehensive general liability insurance affording the following coverage: manufacturer's and contractor's insurance, including contractual liability and errors and omissions insurance which shall include employment related practices; products and complete operations insurance; bodily injury, property damage and personal injury insurance, with a minimum of \$1,000,000 per occurrence limit and \$10,000,000 aggregate limit for all underlying coverage, with an "umbrella" or excess insurance coverage on a following form basis to the underlying coverage with a minimum of \$5,000,000 per occurrence limit and \$10,000,000 aggregate limit for total combined limits of \$6,000,000 per occurrence and \$20,000,000 aggregate. PSI may purchase a single excess policy for CGL, professional liability, and non-owned, owned and hired automobile coverage.
- D. Non-Owned, Owned and Hired Automobile Insurance. PSI shall purchase, and shall provide evidence that it has secured, non-owned, owned and hired automobile insurance or equivalent insurance that provides coverage for PSI's employees while driving the District's vehicles, as well as, PSI owned or hired vehicles with a combined single limit of at least \$1,000,000, with "umbrella" or excess insurance of at least \$5,000,000 per occurrence limit and \$10,000,000 aggregate limit for total combined limits of \$6,000,000 per occurrence and \$11,000,000 aggregate.
- E. PSI's Insurance Primary. In the event any claim or suit is brought against the District related to the performance of the PSI's duties under this agreement or the actions of PSI's employees, PSI's insurance will be primary and will defend and indemnify the District from the claim, notwithstanding the availability of any insurance that the District may have for the claim. Any insurance or self-insurance maintained by the District shall be in excess of the PSI's insurance and shall not contribute with it.
- F. District as Additional Insured and Verification of Coverage. Prior to commencing service hereunder, PSI shall furnish the District with the certificates of insurance naming the District, its officials, employees, agents and members as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements

may be on forms provided by the District before any work commences. The District may request full certified copies of insurance policies. In addition, the District may require proof of continuing compliance with these insurance provisions at any time during the term of the contract with PSI to provide current certificates of insurance within 15 days of any request. All policies shall contain a provision requiring 60 days advance notice to the District in the event of cancellation.

PSI shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- G. Coverage Not to be Changed by Sale of PSI. In the event that a controlling interest of the PSI's business is sold or transferred, the insurance coverage described in this agreement shall not in any way be materially changed.
  - H. Self-Insurance as Material Change. For the purpose of this paragraph, it will be considered a material change and breach of this agreement for the insurance coverage described in this agreement to be provided pursuant to any plan of self-insurance, unless the District, at its sole discretion determines otherwise.
  - I. Notice of Change in Coverage or Cancellation. PSI shall notify District within 48 hours of being notified via certified mail of any change in coverage limits or status of its insurance policies.
  - J. The DISTRICT may require increases in PSI insurance coverage amounts over the course of this Agreement, as it deems necessary so long as it reimburses PSI for the actual increase in PSI's insurance premiums attributable to the DISTRICT's requested increase. Where PSI's coverage is primary, PSI shall control the defense to the extent of its insurance limits.
10. Equipment, Supplies and Maintenance. All paramedics shall be equipped with uniforms of color, design and material and fire gear specified by the DISTRICT with no reference made to PSI thereon and at no cost to the DISTRICT. Additionally, PSI shall be responsible for the costs associated with PSI personnel SCBA fit testing. The DISTRICT shall provide ambulances, each will be stationed, as the DISTRICT deems necessary. PSI shall repair and replace, as necessary, any equipment damages where such damage arises out of the negligence of intentional acts of PSI.
11. Location of Units and Personnel. The DISTRICT shall designate and provide at no cost, housing to the paramedics provided by PSI while said paramedics are on duty.

12. Payment.

- A. PSI shall be paid the sum of \$935,712.00 Dollars (\$77,976.00 per month payable on the 15<sup>th</sup> day of each month) for the period January 1, 2020 through December 31, 2020.
- B. PSI shall be paid the sum of \$954,432.00 Dollars (\$79,536.00 per month payable on the 15<sup>th</sup> day of each month) for the period January 1, 2021 through December 31, 2021.
- C. PSI shall be paid the sum of \$973,524.00 Dollars (\$81,127.00 per month payable on the 15<sup>th</sup> day of each month) for the period January 1, 2022 through December 31, 2022.
- D. This agreement may be extended for 3 additional years if mutually agreed upon by both parties. If an extension is agreed upon, the payment for the additional years will be negotiated and added as an addendum to this agreement before December 31, 2022.
- 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 in senior personnel cause PSI's profit to exceed seven percent.
- 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.

13. Termination. This Agreement shall terminate, if not terminated sooner, December 31, 2022. In the event either party shall fail to satisfy any of the conditions of this Agreement, and if such failure shall continue for a period of ten (10) days after notice thereof, the other party shall have the right to terminate this Agreement. In addition, either party shall have the right to terminate this Agreement upon ninety (90) days' notice to the other party.

14. Notice. All notices required to be given pursuant to this Agreement shall be given in writing and shall be either personally delivered to the party, or if by mail, be certified or registered mail, return receipt requested, to the names of the parties and at the addresses shown hereafter:

West Chicago Fire Protection District  
Fire Chief Patrick Tanner  
200 Fremont Street  
West Chicago, IL 60185

With a copy to:  
Attorney Joseph Miller  
1804 North Naper Blvd., Suite 350  
Naperville, IL 60563

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

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assignees.

16. Prohibited Activities. No Commercial activities by PSI employees are permitted while PSI employees are on duty. No solicitation of or by PSI employees is permitted while PSI employees are on duty for the DISTRICT. PSI employees shall not engage in any activities, which will adversely impact or reflect upon the DISTRICT.

17. Removal. The DISTRICT shall have the right to demand that PSI dismiss, choose not to accept or remove from duty any or all paramedics 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 illegal discrimination.

18. PSI Responsibility. In addition to complying with the statutes and regulations specifically referenced in this Contract, PSI is responsible for determining the applicability of and complying with any other laws, regulations, ordinances, etc. which govern PSI's performance. All applicable federal, state and local laws, rules and regulations governing the performance required by PSI shall apply to this Contract and will be deemed to be included in this Contract the same as though written herein in full. PSI is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to, those specifically referenced herein. Except where expressly required by applicable laws and regulations, the District shall not be responsible for monitoring PSI's compliance.

19. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et. seq.). In carrying out the performance required under this Contract, and any contract subsequently awarded pursuant to the Contract. PSI shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. PSI's failure to comply with all applicable provisions of the Illinois Human Rights Act, including ,specifically, provisions related to sexual



harassment, or applicable rules and regulations promulgated thereunder, may result in a determination that PSI is ineligible for future contracts or subcontracts with the District or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

20. Drug-free Workplace Act (30 ILCS 580/1, et. seq.). PSI must comply with all of the provisions of the Drug-free Workplace Act, which are applicable to PSI. False certification or violation of the requirements of the Drug-free Workplace Act may result in sanctions including, but not limited to, termination of this Contract and debarment of contracting or Contract opportunities with the District for at least one (1) year but not more than five (5) years.

21. Freedom of Information Act (5 ILCS 140/1 et. seq.). Applications, program reports and other information obtained by the District under this Contract shall be administered pursuant to the Freedom of Information Act.

22. Educational Loan Default Act (5 ILCS 385/3). PSI certifies that this Contract is not in violation of the Educational Loan Default Act prohibiting certain contracts to individuals who are in default on an educational loan.

23. Americans with Disabilities Act. As a condition of receiving this Contract, PSI certifies that services and activities provided under this Contract comply and will continue to comply with The Americans with Disabilities Act (hereinafter "ADA") (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130).

24. Waivers. A waiver of any condition of this Contract must be requested in writing. No waiver of any condition of this Contract may be effective unless in writing from the District.

25. Assignment. The benefits of this Contract and the rights, duties and responsibilities of PSI under this Contract may not be assigned (in whole or in part) except with the express written approval of the District. Any assignment by PSI in violation of this provision renders this Contract voidable by the District.

26. Severability Clause. If any provision under this Contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Contract which can be given effect without the invalid provision or application.

27. Integration Clause. This Contract, with attachments, as written, is the full and complete Contract between the parties and there are no oral Contracts or

understandings between the parties other than what has been reduced to writing herein.

28. Certification. The PSI does hereby certify that it is not barred from Contracting on the contract as a result of a violation of Section 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1 through 33E-18.

IN WITNESS WHEREOF, the Trustees of the WEST CHICAGO FIRE PROTECTION DISTRICT and PARAMEDIC SERVICES OF ILLINOIS, INC. have executed this Agreement on the date first above written.

THE WEST CHICAGO FIRE PROTECTION DISTRICT

BY: Charles Bratcher  
Charles Bratcher, President  
Board of Trustees

PARAMEDIC SERVICES OF ILLINOIS, INC.

BY: Mary L. Field  
Mary Field, President


**ADDENDUM**


This is an addendum to the agreement between West Chicago Fire Protection District and Paramedic Service of Illinois, Inc., dated December 22<sup>nd</sup>, 2016, for the period beginning January 1, 2017 through December 31, 2019.

A differential for a one-time wage adjustment for all twelve (12) PSI personnel assigned to West Chicago Fire Protection District.

Total compensation for services beginning November 1, 2019 through December 31, 2019 is \$917,364.00 payable monthly, in equal installments of \$76,447.00, due by the end of each month.


**WEST CHICAGO FIRE PROTECTION DISTRICT**

BY   
President

ATTEST   
Secretary

**PARAMEDIC SERVICE OF ILLINOIS, INC.**

BY   
Vice President - Operations

ATTEST   
Vice President - Finance

