



ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title: **Recommendation to Approve an Ordinance Authorizing an Agreement Between Tri-City Ambulance and Paramedic Services of Illinois, Inc. for Paramedic Services**

Presenter: **Fire Chief Patrick Mullen**

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 03.28.11
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:	\$2,357,880.00	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

**Executive Summary:**

**On March 11, 2011, the Tri-City Ambulance Board approved Resolution 2011-02 authorizing a renewal of the service contract with Paramedic Services of Illinois, Inc. for Fiscal Year 2011/2012 in amount of \$2,357,880.00. The five-year contract provides for an annual renewal option with an escalating 3% increase; however Paramedic Services of Illinois, Inc. waived the 3% increase and agreed to freeze the contract amount to \$2,357,880.00. This is the last year of the five-year contract.**

**Attachments:** *(please list)*

**Ordinance**

**TCA Resolution 2011-02**

**PSI 5-year service contract**

**Recommendation / Suggested Action** *(briefly explain):*

**Approve the ordinance for renewal of the PSI contract in the amount of \$2,357,880.00**

*For office use only:*      *Agenda Item Number: 6.c*

# Tri-City Ambulance

## Resolution No. 2011-02

**A Resolution of Tri-City Ambulance Service Board of Directors  
Authorizing The City of St. Charles, As Lead Agency for Tri-City, To  
Execute an Agreement for Paramedic Services, for and on Behalf of Tri-  
City Ambulance Service.**

**Presented & Passed by the  
Tri-City Ambulance Board of Directors on March 11, 2011**

WHEREAS, Tri-City Ambulance Service (hereinafter Tri-City), formed by intergovernmental agreement dated May 14, 1985, has a duly selected Board of Directors, and;

WHEREAS, Tri-City finds that an Agreement for Paramedic Services with Paramedic Services of Illinois, Inc., an Illinois corporation, is in the best interests of Tri-City, and;

WHEREAS, Tri-City has elected to exercise the optional renewal clause of such an agreement with Paramedic Services of Illinois, Inc. foregoing the noted contractual amount for the budget year of 2011/2012 and accepting a zero percent increase as offered by Paramedic Services of Illinois, Inc.;

NOW BE IT THEREFORE RESOLVED, by the Board of Directors of Tri-City Ambulance Service that the City of St. Charles, as lead agency for Tri-City, is hereby authorized to execute said Renewal for Paramedic Services between Tri-City and Paramedic Services of Illinois, Inc., an Illinois corporation for the period of May 1, 2011 through April 30, 2012 pursuant to the budgeting approved therefore by Tri-City.

Dated this 11<sup>th</sup> day of March, 2011.

BY: Jeffrey D. Schulke  
Chairman

ATTEST: [Signature]  
Secretary

Ayes 7  
Nays 0  
Absent 2

**City of St. Charles, Illinois**

**Ordinance No. \_\_\_\_\_**

**An Ordinance Authorizing an Agreement Between Tri-City Ambulance and Paramedic Services of Illinois, Inc. for Paramedic Services**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, AS LEAD AGENCY FOR TRI-CITY AMBULANCE, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:**

1. That a certain agreement entitled "An Agreement Between TRI-CITY AMBULANCE SERVICE AND PARAMEDIC SERVICES OF ILLINOIS, INC." for period from May 1, 2011 through April 30, 2012, a copy of which is attached, which was approved by Tri-City Ambulance Board of Directors through Resolution 2011-02, a copy of which is attached, be and is hereby approved and the Mayor is authorized to sign the same and the City Clerk directed to attest her signature thereto.
2. That after the adoption and approval hereof the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles. or published in book or pamphlet form by the authority of the City Council.

**PRESENTED** to the City Council of the City of St. Charles, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**PASSED** by the City Council of the City of St. Charles, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED** by the Mayor of the City of St. Charles, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Donald P. DeWitte, Mayor

Ordinance No. \_\_\_\_\_

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ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DATE: \_\_\_\_\_

**Tri-City Ambulance**

**Resolution No. 2011-02**

**A Resolution of Tri-City Ambulance Service Board of Directors  
Authorizing The City of St. Charles, As Lead Agency for Tri-City, To  
Execute an Agreement for Paramedic Services, for and on Behalf of Tri-  
City Ambulance Service.**

**Presented & Passed by the  
Tri-City Ambulance Board of Directors on \_\_\_\_\_**

WHEREAS, Tri-City Ambulance Service (hereinafter Tri-City), formed by intergovernmental agreement dated May 14, 1985, has a duly selected Board of Directors, and;

WHEREAS, Tri-City finds that an Agreement for Paramedic Services with Paramedic Services of Illinois, Inc., an Illinois corporation, is in the best interests of Tri-City, and;

WHEREAS, Tri-City has elected to exercise the optional renewal clause of such an agreement with Paramedic Services of Illinois, Inc. foregoing the noted contractual amount for the budget year of 2011/2012 and accepting a zero percent increase as offered by Paramedic Services of Illinois, Inc.;

NOW BE IT THEREFORE RESOLVED, by the Board of Directors of Tri-City Ambulance Service that the City of St. Charles, as lead agency for Tri-City, is hereby authorized to execute said Renewal for Paramedic Services between Tri-City and Paramedic Services of Illinois, Inc., an Illinois corporation for the period of May 1, 2011 through April 30, 2012 pursuant to the budgeting approved therefore by Tri-City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BY: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
Secretary

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

**AGREEMENT BETWEEN TRI-CITY AMBULANCE BY AND THROUGH THE CITY OF ST. CHARLES AS LEAD AGENCY FOR THE MEMBERS THEREOF AND PARAMEDIC SERVICE OF ILLINOIS, INC. FOR THE PERIOD FROM MAY 1, 2007, THROUGH APRIL 30, 2008**

This Agreement ("Agreement") entered into this 1st day of May, 2007 by and between the City of St. Charles, Kane and DuPage Counties, Illinois (hereinafter "St. Charles"), as Lead Agency for Tri-City Ambulance (hereinafter "Tri-City") and Paramedic Services of Illinois, Inc., Schiller Park, Cook County, Illinois ("PSI").

**WITNESSETH:**

**WHEREAS**, Tri-City was created for the express purpose of providing paramedic services within Tri-City's territory; and,

**WHEREAS**, Tri-City has determined that the most effective and cost efficient method of providing paramedic services is to contract with a private entity for provision of the same; and,

**WHEREAS**, PSI is in the business of providing paramedic services; and,

**WHEREAS**, PSI submitted a bid to provide paramedic services to Tri-City; and,

**WHEREAS**, Tri-City has determined, based upon the terms set forth in the afore-referenced bid, that PSI was the lowest responsible bidder; and,

**WHEREAS**, Tri-City and PSI desire to enter into this Agreement subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and representations of the parties hereto, it is agreed as follows:

**I. RECITALS**

The recitals set forth above are hereby incorporated herein by reference as it fully set forth.

**II. DEFINITIONS**

**A. RULES OF CONSTRUCTION**

For the purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. In the event that a word is not defined herein, it shall have the definition commonly attributed thereto.

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## B. DEFINITIONS

1. "ALS" shall mean advanced life support.
2. "Ambulance" shall mean all ambulances owned by Tri-City or the Members thereof.
3. "BLS" shall mean basic life support.
4. "Emergency Medical Services" or "EMS" shall mean the generic term used for ALS and BLS as those terms are defined herein.
5. "Fire Department" or "Department" shall mean the fire department of each Member.
6. "HIPPA" shall mean the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as the same may be amended from time to time.
7. "Host" shall indicate the assignment, by PSI, of a Paramedic or Paramedic Coordinator.
8. "Host Fire Chief" shall mean the Chief, or his or her designee, of the Department to which PSI has assigned a Paramedic or Paramedic Coordinator.
9. "Fire Chief" shall mean the officer, as approved by each Member, that is responsible for the operation of the respective Fire Department, or their designee.
10. "Firefighter II" shall mean a firefighter certified by the State Fire Marshall's Office.
11. "Member" or "Members" shall mean the City of St. Charles, the City of Geneva, City of Batavia, the St. Charles Fire Protection District, the Batavia Countryside Fire Protection District, and Geneva Township.
12. "Paramedic" shall mean an employee of PSI that is licensed by the State of Illinois and the Southern Fox Valley Emergency Medical System to provide EMS.
13. "Paramedic Coordinator" shall mean an employee of PSI that is assigned by PSI to serve as a liaison between each the of Fire Departments and PSI, and supervise Paramedics.
14. "Response Time Standards" shall mean the maximum en-route time of one (1) minute from acknowledgement of the dispatch for seventy (70%) percent of EMS responses.
15. "Southern Fox Valley Emergency Medical System" shall mean "SFVEMS".
16. Term: from for the full term of this Agreement from May 1, 2007 through April 30, 2008
17. "Territory" means the corporate limits of the Members.
18. "Tri-City Ambulance" or "Tri-City" means the intergovernmental entity created by virtue of an intergovernmental agreement dated May 14, 1985, and comprised of the following governmental entities: the City of St. Charles, the City of Geneva, City of Batavia, the St. Charles Fire Protection District, the Batavia Countryside Fire Protection District, and Geneva Township.

## III. OBLIGATIONS OF PSI

### A. PARAMEDICS AND PARAMEDIC COORDINATORS

1. PSI shall furnish Paramedics and Paramedic Coordinators on a twenty four (24) hour basis for the Term of this Agreement.
2. All Paramedics shall be licensed by the State of Illinois and approved for service within the Southern Fox Valley Emergency Medical System ("SFVEMS").
  - a. PSI shall provide without cost to Tri-City, in-service EMS training to Paramedics and Paramedic Coordinators.

- b. PSI shall maintain a current list of certifications and participation in continuing education programs for all Paramedics and Paramedic Coordinators. PSI shall furnish said list to Tri-City on a quarterly basis.
  - c. All Paramedics and Paramedic Coordinators shall be competent in SFVEMS procedures and protocols, area geography and systems.
  - d. At the sole discretion of the Host Fire Chief, all Paramedics assigned to a Department may also be required to be certified as a Firefighter II, whether or not said requirement has been established or modified after the effective date of this Agreement.
  - e. PSI shall ensure that knowledge gained during a medical audit process is routinely translated into improved field performance by way of in-service training, SFVEMS procedures and protocols, newsletters, employee orientation, and similar means.
  - f. All Paramedics and Paramedic Coordinators shall meet or exceed Response Time Standards as established by Tri-City. Failure to satisfy Response Time Standards shall be a material breach of this Agreement, and may, at the sole discretion of Tri-City, result in the termination thereof. Exceptions to Response Time Standards may be granted by Tri-City, at its sole discretion, in instances considered to be beyond the Paramedic's or Paramedic Coordinator's reasonable control.
  - g. Paramedics and Paramedic Coordinators may, from time to time, be required to participate in a random drug screening program in accordance with the guidelines and procedures utilized by the Host Fire Department.
  - h. All Paramedics and Paramedic Coordinators shall be courteous and professional at all times.
  - i. Paramedics and Paramedic Coordinators shall maintain a neat, clean, and professional appearance.
  - j. PSI shall provide or contract for in-service training of Paramedics and Paramedics Coordinators above and beyond that offered by the SFVEMS.
  - k. Paramedics and Paramedics Coordinators shall complete HIPAA compliant patient care record forms in accordance with all SFVEMS rules, procedures, and requirements.
  - l. All patient contacts shall be documented in the Host Fire Department records management system in accordance with guidelines established said Department.
3. During each twenty four (24) hour period, PSI shall provide not less than ten (10) Paramedics, or two (2) Paramedics per Ambulance, whichever is greater.
  4. Each Paramedic and Paramedic Coordinator shall accept direction from the Host Fire Chief, and otherwise comply with the standard operating guidelines, policies, personnel policies, and other internal operating procedures of the Host Fire Department.

5. A Paramedic Coordinator shall be provided on a twenty four (24) hour basis for the term of this Agreement.
  - a. All Paramedic Coordinators shall have a minimum of ten (10) years experience as a licensed Paramedic in the State of Illinois or as otherwise approved by the local Fire Chief. Paramedic Coordinators shall serve as a liaison between the Fire Department and PSI regarding the assignment and discipline of Paramedics.
  - b. Paramedic Coordinators shall provide prompt response and follow-up to inquiries, customer complaints, quality management and system problem reports in a timely fashion. This response shall be provided to Host Fire Chiefs in advance of any individual, entity, or agency.
  - c. Paramedic Coordinators shall provide Tri-City or Members with all data and reports deemed necessary by the same.
6. Paramedics and Paramedic Coordinators shall develop and maintain good working relationships with all other health care, first responder, law enforcement, fire, rescue, and dispatch organizations and personnel.
7. Paramedics and Paramedic Coordinators shall report any and all equipment failures and shall utilize the appropriate reporting process to notify the responsible maintenance division.
8. At no cost to Tri-City or its Members, PSI shall provide certified staff for public CPR classes. Said classes shall be conducted on a recurring and regular basis at such locations as may be designated by Host Fire Chiefs.
9. PSI's assignment of a Paramedic or Paramedic Coordinator shall be subject to the approval of the Host Department.
10. In the event that a disciplinary issue arises regarding a Paramedic or Paramedic Coordinator, Members shall inform PSI, in writing, of said issue. PSI, at its sole discretion, shall be responsible for disciplinary actions, if any. In no event shall Paramedics or Paramedic Coordinators be governed by the personnel policies of a Member while acting as an employee of PSI. The intent of this paragraph is to relieve Tri-City and its Members of the administrative requirements associated with the discipline of PSI employees.
11. In the event that a Paramedic or Paramedic Coordinator is employed by PSI and a Member ("moonlighting"), said person shall be governed by the procedures, policies, rules, regulations, and direction of PSI or the Member, respectively. For the purposes of this Agreement, the employment of a Paramedic or Paramedic Coordinator by a Member and PSI shall be mutually exclusive.
12. All Paramedics or Paramedic Coordinators provided pursuant to this Agreement are employees of PSI, and not employees of any Member or Tri-City. PSI shall be responsible for, and perform any and all obligations of an employer, including but not limited to workman'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 an employee under any State or Federal law or any other law having applicability thereto.

## B. SERVICES

1. PSI shall provide EMS (BLS and ALS) within the Territory as provided in this Agreement.
2. PSI shall work under any and all mutual aid agreements executed by the Members.
3. PSI shall maintain Members' equipment and facilities in a neat and clean condition.
4. PSI shall dispose of all bio-waste in accordance with SFVEMS or Department procedures.
5. PSI shall ensure that all Tri-City vehicles successfully pass any and all inspections by the Illinois Department of Public Health and the SFVEMS
6. PSI shall respond and follow-up to any and all inquiries or complaints from the patients transported by PSI. A conflict resolution process shall be established by PSI for said complaints.

## C. COMPLIANCE WITH LAWS

1. PSI and the employees thereof shall comply with all applicable local, state, and federal ordinances, statutes, laws, rules, regulations, policies, and codes as the same may be amended from time to time.
2. PSI and the employees thereof shall comply with all applicable standards of care.
3. PSI shall comply with all applicable local, state, and federal ordinances, statutes, laws, rules, regulations, policies, and codes regarding employment, including but not limited to, the Fair Labor Standards Act, the Age Discrimination Act, and Title VII of the Civil Rights Act.

## IV. OBLIGATIONS OF TRI-CITY

- A. Tri-City shall pay to PSI the sum of One Hundred Seventy Nine Thousand Eight Hundred Sixteen Dollars and Sixteen Cents (\$179,816.16) on May 31, 2007 and a like amount of One Hundred Seventy Nine Thousand Eight Hundred Sixteen Dollars and Sixteen Cents on the last day of each and every month thereafter with a final payment of One Hundred Seventy Nine Thousand Eight Hundred Sixteen Dollars and Sixteen Cents on April 30, 2008 for a total of Two Million One Hundred Fifty Seven Thousand Seven Hundred Ninety Four Dollars (\$2,157,794)(collectively "Payments").
- B. Tri-City and PSI hereby acknowledge and agree that the Payments are reasonable and adequate for PSI's performance of this Agreement. Tri-City and PSI further acknowledge and agree that the Payments were, and are, material terms of PSI's bid for services dated December 6, 2006, and Tri-City's acceptance thereof.

- C. Payments set forth herein shall be increased by the actual increases, if any, in health insurance and workman's compensation costs for Paramedics and Paramedic Coordinators provided pursuant to this Agreement. Notwithstanding the foregoing, PSI shall pay for the first four (4%) percent of said actual increases, and Tri-City shall pay the second four (4%) percent. All further actual increases shall be paid by PSI.
- D. The Payments are expressly subject to appropriation of funds by the Members. In the event that such funds are not appropriated, in whole or in part, or appropriated funds may not be expended due to Constitutional limitations, Tri-City may terminate this Agreement without cost.
- E. Tri-City shall designate and provide, at no cost to PSI, housing for all Paramedics and Paramedic Coordinators.

#### V. INSURANCE

- A. At all times during the Term of this Agreement, and the renewal thereof, PSI shall maintain insurance coverage as required herein. All insurance coverage shall be furnished by an insurance carrier with a rating of A- or better pursuant to BEST rating system, and appropriately licensed to write such policies in the State of Illinois. Tri-City reserves the right to approve or reject any insurance carriers.
- B. PSI shall provide certificates of insurance evidencing the requirements set forth in Paragraph C, below, to Tri-City and each Member thereof on an annual basis. All certificates of insurance shall be endorsed as follows:
  - 1. Tri-City, its officers, employees, and agents, and each Member and their corporate authorities, officers, employees and agents are additional insured parties.
  - 2. The insurance carrier shall give at least thirty days (30) written notice to Tri-City and each Member thereof, prior to any modification or cancellation of the policy for whatever reason.
  - 3. That the inclusion of more than one insured shall not operate to impair the rights of one insured against other insured parties, and the coverage afforded shall apply as though separate policies have been issued to each insured party, but the inclusion of more than one insured shall not operate to increase the limits of liability.
- C. Amount of insurance coverage required:
  - 1. Worker's Compensation insurance as required by the State of Illinois.
  - 2. Commercial or comprehensive general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$2,000,000 combined single limit.
  - 3. Professional liability insurance for all activities of PSI arising out of, or in connection with, this Agreement in an amount of no less than \$5,000,000 combined single limit for each occurrence.

## VI. INDEMNITY

PSI hereby agrees to indemnify, defend, protect, and hold harmless Tri-City and its officers, employees, and agents, and each Member and their Corporate Authorities, officers, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, all costs and cleanup actions of any kind, and all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorney's fees, expert witness fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the acts or omissions of PSI and its officers, employees, agents and contractors arising within the scope of this Agreement, except to the extent that Tri-City is the sole legal cause of said Losses. Nothing set forth in this Agreement shall be deemed a waiver by Tri-City, or its Members, of any defenses or immunities relating to PSI, or to any person or entity or their property, that are or would be otherwise available to the Tri-City and its officers, employees, and agents and the Members and their Corporate Authorities, officers, employees, agents and contractors under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or other law(s) of the State of Illinois or the United States of America. The provisions of this Paragraph shall survive the termination, expiration, or renewal of this Franchise Agreement.

## VII. ADDITIONAL REQUIREMENTS

- A. Tri-City may conduct audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data maintained by PSI and related to all matters arising under this Agreement.
- B. Tricom and the Host Departments shall provide response data to Paramedic Coordinators.

PSI shall supply response data to Tri-City on a monthly basis. Said data shall be in a format prescribed by Tri-City. The following table provides a summary of the proposed reporting format:

Total Calls: Transport vs. Non-Transport  
Emergency vs. Non-Emergency  
By Member territory

Total Calls: By Paramedic Unit  
Transport vs. Non-Transport  
Emergency vs. Non-Emergency

Total Calls: Outside of Tri City Ambulance's area.

3. Data supplied by Tri-City's billing firm shall be used by Paramedic Coordinators to provide the following reports on a quarterly and annual basis:
  - a. Statements of revenues, expenses and cash flow for each quarter-year of operations for Tri-City.

- b. Annual statements shall reconcile to the quarterly statements.
- D. This Agreement shall not be assigned or transferred, nor shall the duties hereunder be delegated, without the express written permission of Tri-City. Any change in ownership of PSI shall be considered a form of assignment, and accordingly, must be approved by the Tri-City. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors.
- E. If any provision of this Agreement or the particular application thereof shall be held invalid, the remaining provisions and their application shall not be affected.
- F. This Agreement constitutes the entire contract between the parties and there are no other understandings, oral or written, relating to the subject hereof.
- G. Unless otherwise specifically stated, all obligations pursuant to this Agreement shall continue throughout the entire term or extension hereof.
- H. This Agreement shall not be changed, modified, or amended in whole or in part, except in writing and signed by all of the parties.
- I. Section headings in this Agreement are for convenience and reference only, and shall not affect the construction of this Agreement.
- J. Nothing in this Agreement is, or was intended to, confer third-party beneficiary status on any person or entity to enforce the terms of this Agreement.

#### **VIII. INDEPENDENT CONTRACTOR**

In the performance of PSI's obligations under this Contract, it is understood, acknowledged and agreed between the parties that PSI and all Paramedics and Paramedic Coordinators employed by PSI, are at all times independent contractors. Tri-City and its Members shall neither have nor exercise any control or direction over the manner and means by which PSI performs its obligations under this Agreement, except as otherwise stated herein. PSI understands, acknowledges, and agrees that PSI and its employees, agents, servants, or other personnel are not employees of Tri-City or the Members thereof. PSI shall be solely responsible for the payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to its employees, agents, servants, or other personnel performing services or work under this Agreement, whether it be of a direct or indirect nature. It is expressly understood and agreed that neither PSI nor its employees, agents, servants, or other personnel shall be entitled to any payroll, insurance, unemployment, worker's compensation, retirement or any benefits whatsoever that may be offered by Tri-City or its Members to their own employees.

#### **IX. TERMINATION AND RENEWAL**

- A. In the event that PSI materially breaches this Agreement, Tri-City shall have the right to terminate the same, in writing, upon ninety (90) days advanced notice. For the purpose of this Agreement, a material breach of this Agreement shall include, but not be limited to, the following conditions or circumstances:
  - 1. Failure of PSI, PSI's Paramedics or Paramedic Coordinators to operate under the rules and regulations of the Illinois Department of Public Health,

SFVEMS, standard operating procedures, rules, and regulations of the Departments, or appropriate Federal or State law.

2. Falsification of information by PSI during the proposal process.
3. Falsification of data by PSI during the course of operations, including but not limited to, response data, patient report data, financial data, or any other data, information, or report required by this Agreement.
4. Failure to perform any of the duties set forth in Section II of this Agreement.
5. Marketing or invoicing services under a trade name other than Tri-City; or any other use of the trade name "Tri City Ambulance" or any image of Tri-City's property without authorization of the TCA Board.
6. Failure to maintain in force throughout the term of this agreement, including any extensions thereof, the insurance coverage required herein.
7. Failure to comply with any obligation to a financial institution, if Tri-City determines that such failure endangers PSI's ability to perform the requirements of this Agreement.
8. Filing of a bankruptcy petition by or against PSI, alleging that PSI is or will become insolvent; appointment of a trustee or receiver for PSI or for any of PSI's property; a general assignment by PSI for the benefit of its creditors; or entry of a judgment or order determining that PSI is bankrupt or insolvent; or such other financial instability that may affect PSI's ability to perform the requirements of this Agreement.
9. Any act or omission by PSI, or an employee thereof, that endangers the public health or safety.
10. Any action or inaction by a contractor or sub-contractor, or an employee thereof, when such action or inaction would constitute a material breach if committed by PSI or an employee of PSI.

- B. In the event that Tri-City materially breaches this Agreement, PSI shall have the right to terminate the same, in writing, upon one hundred eighty (180) days advanced notice.
- C. Tri-City shall have the option of renewing the Agreement for a period from May 1, 2008 through April 30, 2009 upon thirty day written notice subject to budgeting prior to April 30, 2008 for a total sum of Two Million Two Hundred Twenty Two Thousand Five Hundred Twenty Eight Dollars (\$2,222,528) to be paid in twelve equal monthly installments of One Hundred Eighty Five Thousand Two Hundred Ten Dollars and Sixty Six Cents (\$185,210.66) to be paid on the last day of each month starting May 31, 2008. In the next three fiscal years PSI will be paid the following amounts:

May 1, 2009 – April 30, 2010	\$2,289,204.00
May 1, 2010 – April 30, 2011	\$2,357,880.00
May 1, 2011 - April 30, 2012	\$2,428,616.00

The foregoing amounts shall be increased by actual increases, if any, in health insurance and workman's compensation costs for Paramedics and Paramedic Coordinators provided pursuant to this Agreement. Notwithstanding the foregoing, PSI shall pay for the first four (4%) percent of said actual increases, and Tri-City shall pay the second four (4%) percent. All further actual increases shall be paid by PSI.

**X. RIGHTS AND REMEDIES**

- A. If Tri-City institutes litigation against PSI, in addition to any other remedy provided for by law, PSI shall pay Tri-City for the actual and reasonable costs of litigation, including reasonable attorney's fees, court costs, and witness fees.
- B. Failure of Tri-City or its Members to act upon a material breach of this Agreement shall not be considered as a waiver of said breach, or the right to enforce any provision of this Agreement.
- C. This Agreement is subject to, and shall be interpreted by, the laws of the State of Illinois, and of any Member or other governmental entity having jurisdiction over the subject matters of this Agreement.

**XI. NOTICE**

All notices required to be given pursuant to this Agreement shall be given in writing, and shall be personally delivered or deposited in the U.S. mail with proper postage paid, by certified or registered mail, return receipt requested, to parties and addresses listed below. Notice shall be deemed served upon personal delivery or deposit in the U.S. mail, as the case may be. Any party to this Agreement shall update the following addresses, in writing, to the parties. To wit:

TRI-CITY AMBULANCE c/o City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174

PARAMEDIC SERVICES OF ILLINOIS, INC.  
9815 West Lawrence Avenue  
Schiller Park, Illinois 60176

IN WITNESS WHEREOF, we have attached our hands and seals on this 1<sup>st</sup> day of May, 2007.



DONALD P. DEWITTE, MAYOR  
CITY OF ST. CHARLES as lead agency for Tri-City.

\_\_\_\_\_  
CHAIRMAN OF THE BOARD  
PARAMEDIC SERVICES OF ILLINOIS, INC.