

RESOLUTION #2023-9

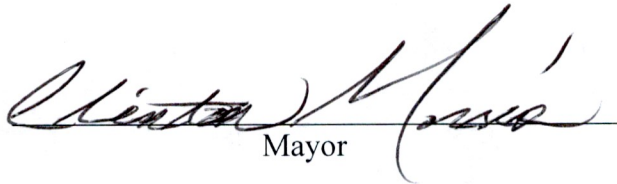
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AND THE CLERK TO ATTEST AN AGREEMENT WITH
METRO PARAMEDIC SERVICES, INC. FOR EMS
RESPONSE AND TRANSPORT SERVICES

IT IS THEREFORE RESOLVED by the Mayor and City Council for the City of Belvidere as follows:

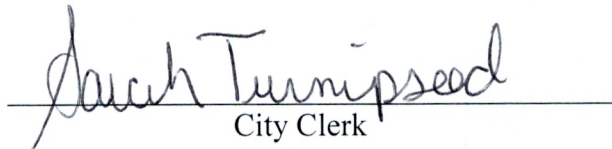
1. The EMS Staffing and Ambulance Vehicles Agreement, attached hereto and incorporated herein by this reference is approved.
2. The Mayor is authorized to execute and the Clerk to attest the attached EMS Staffing and Ambulance Vehicles Agreement.

Adopted by the City Council of the City of Belvidere, Illinois, this 6th day of March, 2023.

Approved:


Mayor

Attest:


City Clerk

(SEAL)

Ayes: Snow, Stevens, Fleury, Freeman, McGee, Mulhall, Porter and Prather.

Nays: None.

Absent: Brereton and Frank.

Date Approved: March 7, 2023

Metro

Paramedic Services, Inc.

EMS STAFFING AND AMBULANCE VEHICLES AGREEMENT FOR THE CITY OF BELVIDERE

May 1, 2023 – April 30, 2028

AGREEMENT FOR EMS STAFFING AND AMBULANCE VEHICLES

THIS AGREEMENT made this 1st day of May, 2023, by and between the City of Belvidere, Illinois, hereinafter referred to as "CITY" and METRO Paramedic Services, Inc., an Illinois corporation with registered offices at 395 W. Lake St., Elmhurst, IL, hereinafter referred to as "METRO", hereinafter each referred to as "Party" or collectively as "Parties".

NATURE OF THE AGREEMENT – UNDERSTANDING OF THE PARTIES

WHEREAS, METRO is in the business of providing emergency medical service personnel who possess necessary skills, training and licensure; and

WHEREAS, the CITY deems to provide emergency medical services for residents of the CITY; and

WHEREAS, the CITY wishes to out-source with METRO for personnel to provide emergency medical services and METRO wishes to provide such services on an independent contractor basis to the CITY ; and

WHEREAS, as used in the Agreement, the terms "personnel" and "employees" mean the METRO's employees placed with the CITY pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. TERM

The term of this agreement shall be for five (5) years, beginning on May 1, 2023, at 12:00 AM (or such other time mutually agreeable to the parties) and terminating on April 30, 2028, at 12:00 AM. During said term, METRO shall provide CITY with ALS ambulance services.

2. SCOPE OF SERVICE

- a) METRO shall assign twelve (12) of its employees for work at CITY who meet the qualifications set forth in this Agreement, hereinafter referred to as "Personnel". Personnel shall be assigned to CITY. METRO shall ensure coverage is provided 24 hours per day, each day of the year (365 days / 366 in a leap year). Personnel will be required to work shifts as deemed necessary by CITY and METRO to achieve CITY's and METRO's goal in delivering Emergency Medical Services

while meeting the requirements of the Illinois Department of Public health (IDPH) and the EMS System agreed upon by CITY and METRO.

- b) In the event of the absence of any employee of METRO's Personnel from their assigned shift, METRO shall provide a suitably qualified replacement to fulfill the assigned duties of the regularly scheduled employee. METRO personnel assigned to CITY shall be on permanent assignment and shall not be assigned to any other customer of METRO, except those temporary replacements may be used that are assigned to another METRO contract.
- c) METRO shall provide, own, and maintain two (2) fully equipped, ALS ambulances. Both vehicles shall serve as front line units to CITY. An itemized listing of METRO's owned assets is hereby attached as Exhibit "A". All vehicles will be licensed as specified by the Illinois Department of Public Health and the Hospital EMS System which is mutually agreed upon by CITY and METRO. METRO will supply a reserve ambulance vehicle licensed as a basic life support vehicle, but able to be upgraded to an advance life support vehicle if in the event one of the front-line ambulance vehicles are taken out of service for maintenance or become inoperable. METRO shall provide these vehicles to CITY twenty-four (24) hours per day, seven (7) days per week. METRO shall be available the same hours to receive and respond to calls for ambulance service within the corporate limits of CITY and to thereafter dispatch without delay a mobile intensive care unit provided however, that METRO shall also respond to locations outside the corporate limits when so requested pursuant to mutual aid agreement. The Parties agree that all vehicles referenced in this Article 2 (c) are to be permanently assigned to the CITY throughout the duration of the Term of this Agreement, except that the Parties agree that the Reserve Ambulance Unit can be used by METRO to service its other clients or other needs as long as such use does not impede the needs of the City as detailed herein.

METRO shall be responsible for keeping all vehicles it supplies to CITY in good working order, free from material defect and free from any visible or invisible major damage throughout the term of this Agreement

- d) METRO agrees to assume all responsibility for ownership and on-going maintenance and repair of the vehicles assigned to CITY, and furthermore agrees that the ambulance vehicles and non-transport unit shall be solely dedicated to serve CITY and shall remain the property of METRO. METRO shall supply and install any and all two-way VHF radios, portable VHF radios, and mobile data computers (used to interface with the CITY's 9-1-1 Dispatch center) in the ambulances.
- f) CITY agrees that METRO owns, operates, and provides certain medical equipment that is contained on the ambulances and provided to CITY. CITY agrees to promptly return said equipment to METRO upon termination of the Agreement.

- g) METRO agrees to honor any current or future mutual aid agreements to which CITY is or becomes a party. There shall be no charge to CITY nor any other fire department connected with the mutual aid response.
- h) METRO shall respond to all emergency calls for service within the CITY within eight (8) minutes of receipt of an emergency call from the CITY's/COUNTY dispatch at least 90% of the time.
- i) Each ambulance shall be staffed by two (2) employees of METRO one of whom shall hold a valid EMT-P license issue by the State of Illinois. All METRO employees, included but not limited to EMT's are employees of METRO and are not in any manner considered employees/agents of the CITY. METRO and METRO employees and agents shall in no way hold themselves out to employees or agents of the CITY.
- j) Ambulances shall be dispatched through Belvidere/BooneCounty 911 center. METRO shall equip all ambulances with communication equipment capable of communicating with the CITY's Fire Department.
- k) METRO may not utilize any of its Ambulances dedicated to the CITY as a primary responder for any other jurisdiction or for non-emergency transports.
- l) METRO agrees to enter into and/or honor agreements for mutual aid or back up provision of Ambulance/emergency medical services providing for the provision of such services within the CITY whether the services are provided by a public entity or a competing third-party private company.
- m) METRO shall respond, at no charge to the CITY, to all structural fires until released by the on-scene CITY Fire Department commander.
- n) The CITY Fire Department is currently a certified non-transport provider of emergency medical services and intends to continue responding to medical calls with ALS or BLS certified non-transport fire equipment.
- o) METRO agrees to assist the CITY in the training of its emergency medical staff (EMT-B, EMT-I, EMT-P) both for continuing education and initial training. Such assistance may include, but is not limited to, allowing CITY personnel to ride along on METRO' ambulances and calls as a part of the practical requirements for EMT training.
- p) METRO at no charge to the CITY, shall participate in any disaster planning and training activities or exercises up to six (6) times per year. METRO acknowledges receipt of, and agrees to comply with the Boone County Emergency Operations Plan.

- q) METRO shall provide EMS and ambulance service without regard to race, creed, color, sex, sexual preference, age, physical or mental handicaps, national origin, ancestry, or financial ability to pay, or other protective category.

3. PERSONNEL:

- a) METRO shall provide six (6) EMT-Paramedics and six (6) EMT-B's to CITY. Personnel shall continue to meet all education requirements required by all applicable regulatory agencies to include IDPH and the EMS System. Evidence of the maintenance and completion of all required continuing education, license, and certification requirements shall be provided upon request by CITY's Fire Chief (hereinafter Fire Chief) or designee.
 - 1. METRO shall schedule the EMT-Paramedics and EMT-B's to sufficiently staff and operate the two (2) front line ambulances as deemed necessary to achieve the CITY and METRO's goals and objective of delivering EMS. The METRO employees will be assigned to accomplish the CITY's and METRO's goals and objectives in delivering Emergency Medical Services to the City of Belvidere while meeting the requirements of the Illinois Department of Public Health and the EMS System.
 - 2. METRO shall provide replacement personnel in the event of illness, vacation, or other vacancy caused by the absence of the regularly assigned personnel.
 - 3. Replacement personnel assigned to fill planned or unplanned vacancies shall be either regularly assigned paramedics or those from METRO's parent company Superior Air-Ground Ambulance Service, Inc. In addition, due to the nationwide shortage of Paramedics, METRO shall be able to utilize an advanced life support ambulance provided and staffed by Superior Air-Ground Ambulance Services if METRO and CITY mutually agree that extenuating circumstances exist necessitating the need to use an ambulance and Paramedics supplied by Superior Air-Ground Ambulance Service to provide services to the City of Belvidere.

4. SELECTION, QUALIFICATIONS, AND DUTIES OF PERSONNEL:

- a) Paramedics or EMTs performing services under this Agreement shall have the necessary and required State of Illinois Certifications and be approved to work in the resource hospital committed to by CITY. Further, all paramedics and EMTs assigned to this Agreement shall be investigated and approved as to reasonable health, habits, and character. A record of convictions for violations of criminal or traffic laws may be grounds for rejection.
- b) Paramedics and EMTs shall continue their professional education and meet all requirements of the resource hospital/EMS System committed to by CITY, the

U.S. Department of Transportation, and the Illinois Department of Public Health and any other requirements that from time to time may be imposed by law or regulation.

- c) METRO shall use its best efforts to provide Paramedics that have a minimum of one (1) year of experience in working in a contract paramedic service or municipal employment as a paramedic, or any combination of the two and METRO shall use its best efforts to not assign Paramedics that have less than one (1) year experience in a medical environment in which major trauma injuries are common.
- d) There shall be no charge to CITY for education and training of the paramedics nor shall same cause on-duty paramedics to be absent from paramedic duty as set forth herein.
- e) To assist CITY in maintaining quality control, METRO shall provide CITY with resumes for Personnel who are being considered for assignment to CITY. So that CITY is certain that METRO's Personnel can effectively assist CITY and perform their duties, METRO shall, at its sole expense, require all prospective Personnel to take a pre-employment physical, which shall include a drug test and background screening, so long as such requirement is not contrary to federal, state, or local laws.
- f) For quality control purposes, each METRO employee assigned to CITY will be interviewed by a representative of CITY prior to his/her assignment. CITY shall advise METRO of Personnel who meet the CITY's quality requirements for full-time assignment to CITY.
- g) If the employment of any assigned Personnel is terminated from METRO and the Fire Chief is not aware, notice thereof shall be provided to the Fire Chief or his designee.
- h) METRO shall not assign any employee to the CITY in a permanent or temporary basis who is under disciplinary or law enforcement investigation or who is on a suspension status with METRO, IDPH or an EMS System.
- i) CITY shall have the right to direct METRO to no longer assign any given METRO employee to CITY when CITY determines that such action is in its best interests; provided, however, that both Parties agree to only undertake re-assignments that are consistent with their goals and commitments as equal opportunity employers. CITY shall notify METRO of such direction in writing. Upon receipt of notice, METRO shall replace its employee with another qualified employee and shall provide a permanent replacement within a reasonable period. All temporary and permanent replacement METRO employees shall be selected in accordance with the foregoing provisions of this agreement.
- j) Duties and Responsibilities: All paramedics shall be directly responsible to the Fire Chief for designated administrative and logistics matters as follows:

1. METRO and assigned paramedics shall abide by the "Paramedic Rules and Regulations and Paramedic Procedure", of the State of Illinois, or other government units applicable to ambulances and the operation of the paramedic programs, as now constituted or as from time to time amended. In addition to regular on-duty assignments, paramedics shall:
 - i. Perform demonstrations of the ambulance and equipment.
 - ii. Instruct cardiopulmonary resuscitation classes.
 - iii. Work in cooperation with the American Heart Association to create an extensive blood pressure screening program for CITY's Fire Department.
 - iv. Provide the EMT training and Public Education services required by the Belvidere Fire Department.

- e) Personnel shall not be excluded from or ineligible to participate in a "Federal Health Care Program" as defined in 42 U.S.C. Section 1320a-7b (f) (or any applicable successor statutory section) or in any other government payment program, including but not limited to the Illinois Medicaid Program. Personnel shall be enrolled in the Illinois Department of Healthcare and Family Services' Illinois Medicaid Program Advanced Cloud Technology (IMPACT) system and shall be screened by METRO against:
 - i) The OIG List of Excluded Individuals/Entities available at: <http://oig.hhs.gov/exclusions/exclusionslist.asp>.
 - ii) Any exclusion database maintained by the state agency that oversees the State Medicaid Program.
 - iii) The U.S. General Services Administration Excluded Parties List System. This list can be accessed at: <http://www.sam.gov>.

- f) METRO has established an Employee Drug Testing Program for its employees. METRO represents that it will enforce the terms of said program as set forth therein, provided that it is specifically acknowledged and understood that CITY in no way requires said program and that the establishment thereof is the sole and voluntary act of METRO in compliance with existing Drug-Free Workplace Acts. In the event laws or regulations are put into effect by any government agency which shall require or negate employee drug testing of paramedic personnel beyond that required or negated, if at all, by existing Drug-Free Workplace Acts, METRO shall comply therewith.

- g) METRO shall conduct employee background checks of Personnel assigned to CITY. Background checks will be performed by METRO at its own expense and shall consist of the following at a minimum:
 1. Live Scan fingerprint performed by METRO.

2. InfoTrack background package to include Social Security number trace, county criminal trace, and Drivers' License Trace (all States that the Personnel has resided in).
 3. Upon request of the CITY's Fire Chief, METRO shall provide CITY's Fire Chief or designee with an opportunity to review all background investigations or results.
 4. CITY and its Fire Chief have the right to reject candidates based on the results of a background check.
 5. CITY's Fire Chief, with written permission of METRO and of METRO's Personnel, can periodically update the background check on any of METRO's Personnel.
 6. Should METRO's Personnel refuse to comply with METRO to accomplish the above items stipulated within this Article 5 (g), CITY shall have the right to refuse assignment of METRO's Personnel not willing to comply with any of the requirements stipulated in this Article 5 herein.
- h) If background check reveals information or statements that are incorrect or reveals information showing any of the following, the applicant should not be approved for hire:
1. The applicant has been convicted of a felony based upon his or her conduct or involvement in such business activity or similar business within the past ten (10) years.
 2. The applicant has been convicted of a felony or misdemeanor unrelated to his or her conduct or involvement in such business activity or similar business, which felony or misdemeanor involves any of the following offenses:
 - i. Unlawful possession with the intent to deliver; any controlled substance, as such term is defined in the Illinois Controlled Substances Act (720ILCS 570/100 et seq.), as amended from time to time, as defined in the Cannabis Control Act (720 ILCS 550/1 et seq.), as amended from time to time; or an intoxicating compound, as listed or defined in the Intoxicating Compounds Act (720 ILCS 690/0.01 et seq.), as amended from time to time, or any like offense of another state or country within the past ten (10) years.
 - ii. Unlawful possession of any controlled substance, cannabis, or intoxicating compound, within the past five years.
 - iii. The offenses of criminal sexual assault and criminal sexual abuse, as such offenses are defined in the Illinois Criminal Code 720 ILCS 5/1-1 et seq., or any like offense of another state or country.
 - iv. Any offense involving violence against another person or threatened

violence against another person under the Illinois Criminal Code (720 ILCS 5/1-1et seq.), within the past ten (10) years.

- v. Any offense involving moral turpitude, including but not limited to any offense involving the misapplication, misappropriation, or misuse of funds of another person, within the past five years.
- vi. The applicant has been convicted of driving under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof under Illinois law (325 ILCS 5/11-501 et seq.), as amended from time to time of similar provision of local ordinance or any like offense of another state or county within the past five (5) years.
- vii. The applicant has been convicted of driving under the influence of a controlled substance, cannabis, or an intoxicating compound under Illinois law (625 ILCS 5/11-501 et seq.), as amended from time to time or similar provision of a local ordinance or any like offense of another state or country, within the past five (5) years.
- viii. The applicant has been convicted of reckless driving under Illinois law (625 ILCS 5/11-503 et seq.), as amended from time to time or similar provision of a local ordinance or any like offense of another state or county within the past five (5) years.
- ix. Other criminal convictions deeming a candidate ineligible for placement at the CITY as determined by the Fire Chief.
- x. METRO is solely responsible for ensuring that all personnel assigned to the CITY are legally eligible to work in the United States of America and have provided all documentation necessary for completion of the Federal I9 form.

5. Consideration:

In consideration for the services to be provided by METRO to the CITY pursuant to the provisions of this Agreement, the CITY will pay METRO the total sum of \$1,659,733.00 in Year One (1). This sum shall be paid in twelve equal monthly payments of \$138,311.08. METRO will send monthly invoice for services. All payments shall be made by CITY in accordance with the Illinois Prompt Payment Act.

In the event that CITY requests METRO's assigned Paramedic/ Emergency Medical Technician-Paramedic to work hours in excess of those specified in this Agreement, CITY

shall pay METRO \$47.37 per hour, for hours worked in excess of those specified in this Agreement. This provision shall not apply to cases where a paramedic is held over due to completing an EMS call for service.

The Parties shall negotiate in good faith to set compensation for Year 2, Year 3, Year 4, and Year 5 of this Agreement, provided, however, that any increase or decrease in Contractor's compensation, assuming no change in the number or hours of personnel (as specified in Article 2) to be provided, shall not exceed 3% per contract year excluding increases necessitated due to local, state or federal law. Once the Parties reach an agreement with regard to the compensation to be paid to Contractor for Years 2, 3, 4 and 5 of this Agreement and/or optional renewal for an additional one year terms after the initial three year term, the Parties shall amend this Agreement in accordance with Article 25.

6. EQUIPMENT:

- a) Uniforms shall be supplied by METRO at no additional expense to CITY in a style or nature as the Fire Chief and METRO shall agree.
- b) All paramedics shall be provided by METRO with a complete set of Personal Protective Equipment.
- c) Temporary replacement personnel shall have available all required equipment and uniforms as indicated in Subsection 6 (a) and 6 (b) hereof at the start of their tour of duty.
- d) METRO shall provide one (1) complete set of medical equipment and supplies per each front-line ambulance (not reserve ambulance) as specified by the resource hospital/EMS System as committed to by CITY.
- e) METRO shall provide one (1) complete set of telemetry equipment and one (1) cardiac monitor assigned to each front-line ambulance.
- f) Metro shall provide and equip two (2) front-line ambulance vehicles with portable and mobile VHF radios so that METRO's personnel can communicate with CITY's first responders.
- g) METRO shall have the responsibility for maintenance, repair, and replacement of all equipment and supplies therefore required under this Agreement. . CITY will provide fuel for the Vehicules.If the equipment with a serious mechanical defect is not repaired or replaced within a reasonable time period, CITY may undertake necessary repairs and METRO shall reimburse CITY for the full cost of such repairs incurred by CITY. Any replacement equipment shall be the same or better than that which it replaced.
- h) METRO shall replace any equipment (including ALS type transporting vehicle)

lost, stolen, damaged, or removed from service for repair within one (1) hour of notification by the Belvidere Fire Chief or designee.

7. FACILITIES:

- a) METRO shall provide equipped facilities, bunkroom facilities, and day room facilities for use by METRO's on-duty employees assigned to the CITY of Belvidere. METRO shall provide indoor parking of ambulances. If feasible, and if the Parties agree, METRO shall re-locate its equipment and personnel to CITY owned facilities (either at a fire station or otherwise). In such an event, the consideration paid by the CITY shall be reduced by the amount of METRO's costs of providing the facilities set forth herein.

8. ADMINISTRATION OF EMS PROGRAM AND EMS BILLING:

- a) METRO shall handle or cause to be handled all necessary reports as required by the State of Illinois, federal government, resource hospital, CITY or any other agency requiring information on all calls for service. METRO shall cooperate with the CITY to bill for services rendered, including, but not limited to, appropriate reporting with shared resources.
- b) METRO shall provide any other reasonable service necessary as determined by CITY Fire Chief or their designee to maintain an efficient paramedic program in CITY.
- c) Neither Party shall provide information, nor any response shall be divulged to any agency or individual other than those required by state or federal law or regulations promulgated pursuant thereto except with express consent of CITY and METRO.
- d) CITY shall notify its dispatch provider that authorized METRO personnel are authorized to receive data and other information from CITY's dispatch center provided the data or information being sought is within the scope of services being provided to CITY.

9. INSURANCE:

METRO shall provide:

- a. **Workers Compensation Insurance.** METRO shall purchase and maintain, and upon request shall provide evidence that it has secured workers' compensation insurance for its employees in amounts required by Illinois law.
- b. **Professional Liability Insurance.** METRO shall purchase, maintain and upon request shall provide evidence that it has secured comprehensive professional liability insurance with a single limit of One Million Dollars and No Cents

(\$1,000,000.00) per occurrence, and aggregate coverage of at least Ten Million Dollars and No Cents (\$10,000,000.00).

- c. **Non-Owned, Owned and Hired Automobile Insurance.** METRO shall purchase, maintain and upon request shall provide evidence that they have secured, coverage for METRO and METRO's employees for occurrences arising while METRO's employees are driving the CITY's vehicles, with a minimum single limit of One Million Dollars and No Cents (\$1,000,000.00), and additional aggregate coverage of at least Five Million Dollars and No Cents (\$5,000,000.00).
- d. **Comprehensive General Liability Insurance.** METRO shall maintain, and upon request shall produce evidence that it has comprehensive general liability insurance, or equivalent coverage, affording the following: METRO'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 One Million Dollars and No Cents (\$1,000,000.00) combined single limit of liability for all underlying coverage. With an "umbrella" or excess insurance coverage on a following form basis to the underlying coverage of a minimum of Ten Million Dollars and No Cents (\$10,000,000.00). METRO may purchase a single excess policy for both CGL and professional liability coverage.
- e. **Crime Insurance.** METRO shall provide and maintain Blanket Crime coverage that covers it employees against dishonesty, robbery, burglary, theft, destruction, disappearance as well as other related crime risks to CITYs/patient property with limits no less than Five Hundred Thousand Dollars and No Cents (\$500,000.00).
- f. **Health Insurance.** METRO shall purchase and maintain, and upon request shall provide evidence that it has secured, health insurance for its employees.
- g. **METRO's Insurance.** In the event that any claim or suit is brought against the CITY and the claim is directly attributable to the fault/negligence of METRO's employees, METRO's insurance shall be primary. METRO agrees to assume all liability for, and shall protect, and shall defend, and indemnify and hold harmless the CITY, its elected and appointed officials, employees, servants and agents, from and against all claims, actions, judgements, costs, losses, expenses and liabilities of whatsoever kind or nature including legal fees incurred by the CITY relating to such claims.
- h. **City's Insurance.** In the event that any claim or suit is brought against METRO and the claim is directly attributable to the fault/negligence of CITY's employees, CITY's insurance shall be primary. CITY agrees to assume all liability for, and shall protect, and shall defend, and indemnify and hold harmless the METRO, its Officers and officials, employees, and agents, from and against all claims, actions, judgements, costs, losses, expenses and liabilities of whatsoever kind or nature including legal fees incurred by METRO relating to such claims.

- i. **CITY as Additional Insured.** METRO shall name CITY, its elected officials, and its officers, agents and employees as additional insureds on all applicable insurance policies. All applicable insurance policies shall contain a provision requiring sixty (60) day advance notice to CITY in the event of cancellation. Before METRO commences services hereunder, a copy of METRO's insurance policy or policies evidencing compliance with the provisions hereof shall be provided to CITY.
- j. **METRO as Additional Insured.** CITY shall name METRO, and its officers, agents and employees as additional insureds on all applicable insurance policies. All applicable insurance policies shall contain a provision requiring sixty (60) day advance notice to METRO in the event of cancellation. Before services commence hereunder, a copy of CITY's insurance policies evidencing compliance with the provisions hereof shall be provided to CITY.
- k. **Coverage Not to Be Changed By Sale of METRO.** In the event that a controlling interest of METRO's business is sold or transferred, the insurance coverage described in this Agreement shall not in any way be materially changed.
- l. **Notice of Change in Coverage or Cancellation.** METRO shall notify CITY within forty-eight (48) hours of being notified of any change in coverage limits or status of its insurance policies. METRO's election to provide any coverage required by this Agreement through a plan of self-insurance shall be considered a material change and default of this Agreement unless CITY, in its sole discretion, approves such a plan.

At all times during the term of the Agreement, and throughout any renewal periods, METRO will maintain insurance coverage. CITY shall be designated as an additional insured on all applicable policies. All insurance will be furnished by an insurance carrier appropriately licensed to write such policies.

10. INDEMNIFICATION:

It is expressly understood and agreed that each Party, to the extent permitted by law, shall in all events defend, indemnify, save, and hold harmless the other, their parents, affiliates, successors and assigns, elected and appointed officials, and their respective present and former agents, officers, volunteers, elected and appointed officials, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from death, illness, physical injuries or property damage to any third Party or the other Party's present and former agents, officers, volunteers, and employees, including but not limited to any and all employment-related causes of action, attributable to the acts or omissions of the indemnifying Party, its agents, officers, and employees while engaged in the performance of duties under this Agreement provided that no Party shall have any obligation under this Article with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional

misconduct of the Party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from the indemnified Party's gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct is made by a court of competent jurisdiction, the indemnified Party shall immediately refund such monies and expenses paid pursuant to this Article. Neither Party shall be obligated to indemnify the other Party for any claim or liability: (a) involving a claim by one Party against the other Party; (b) to the extent prohibited by law; (c) to the extent the Party seeking indemnification receives indemnification or insurance coverage from any other source. Provided that a Party is not in breach of its indemnification obligations hereunder, no Party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent, of the Party providing such indemnification. Each Party also agrees to indemnify and hold each other harmless for: (a) any settlement or judgment based upon the sole theory of apparent agency arising from the negligent acts or omissions of the other and/or its employees or agents, and (b) any settlement or judgment of an employment discrimination charge or claim arising from one Party's employees committing discriminatory, retaliatory, or harassing acts against the other Party's employees.

Notwithstanding the above paragraph, neither Party shall be liable to the other for indemnification for, and each Party hereby releases the other from, any liability for punitive, exemplary and consequential damages which may be suffered by such Party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed as consideration under this Agreement shall not be deemed excluded damages.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of METRO, CITY, or its respective insurer's ability to rely upon the limitations, defenses and immunities contained within Illinois law, including, but not limited to Illinois Local Government Tort Immunity Act or the Emergency Medical Systems act that may be applicable to the CITY or METRO. To the extent that indemnification is available and enforceable, the Parties or their respective insurers shall not be liable to in indemnity or contribution for an amount greater than the limits of liability for claims established by law. Each Party's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall either Party be required to indemnify the other Party for its own negligent or intentional conduct.

This indemnification obligation shall be deemed to be contractual in nature and shall survive any termination of this Agreement.

11. MISCELLANEOUS PROVISION:

- a) All personnel provided by METRO shall be and remain at all times properly licensed to operate or drive the mobile intensive care vehicles to be provided under

this Agreement.

- b) All rights, duties and acts of METRO and CITY which may be or are required to be performed after termination of this Agreement shall survive such termination.
- c) If METRO requests that a CITY EMT or Firefighter assist in the transport of a patient, METRO shall arrange for the return of the CITY EMT or Firefighter at the earliest possible time to the appropriate Fire Station.

12. TERMINATION OF AGREEMENT:

After the initial Five (5) Year Term, this Agreement shall automatically renew for successive one (1) year terms upon the same terms and conditions herein, unless amended or renewed pursuant to Article 22 herein. CITY or METRO may terminate this Agreement at any time without cause by providing the other Party with one hundred eighty (180) calendar day written notice of such intent via certified mail, or via personal service, which notice shall set forth the reason for the termination.

13: ADMINISTRATION OF REPORTS AND RECORDS:

- a) METRO shall be responsible for completing all reports required under federal law, state law, resource hospital rules, or local rules and regulations for the provision of Emergency Medical Services. CITY will cooperate fully in completing such reports.
- b) If this Agreement or any report prepared in accordance with this Agreement is subject to request by any governmental agency, METRO shall have primary responsibility for complying with such request with notice to CITY. If necessary, METRO will assist the CITY in complying with any document, not in the CITY's possession, necessary to comply with a request under the Illinois Freedom of Information Act, within forty-eight (48) hours of request.
- c) METRO shall keep original records at METRO's principal place of business to allow CITY and its agents to obtain information regarding the personnel furnished and services rendered under this Agreement. This provision shall survive the termination of this Agreement. METRO shall maintain the records pertaining to the services rendered upon the behalf of CITY during the term of this Agreement and for a period of not less than seven (7) years following any termination. If necessary, METRO shall assist the CITY in complying with any document, not in the CITY's possession, necessary to comply with a request under the Illinois Freedom of Information Act, within forty-eight(48) hours of request.

14: RELATIONSHIP OF THE PARTIES:

- a) Notwithstanding anything to the contrary in this Agreement or elsewhere, METRO

is an independent contractor with respect to the CITY. There is no agency, employment relationship, partnership, or joint venture between METRO, its employees, and CITY and/or CITY's employees. No one connected with METRO, except in a writing signed by the chief executive of METRO, has any authority to make any binding promises or agreements contrary to the foregoing.

- b) METRO's employees shall be, for all purposes, bona fide employees of METRO and not of CITY. All employment-related costs, benefits and expenses arising out of the relationship between CITY and METRO, including, but not limited to wages, state, local and federal taxes, benefits, insurance premiums, and contributions to insurance, pension, or other deferred compensation plans, including Social Security, unemployment insurance and workers' compensation obligations, shall be the sole responsibility of METRO. METRO's employees shall also be subject to all personnel policies and regulations applicable to METRO's employees generally, including time off with or without pay and leaves of absence, including under the Family and Medical Leave Act or any similar state law. It is recognized by the Parties that the provision of emergency medical and firefighting service is inherently dangerous. CITY shall provide a safe, healthy and non-discriminatory working environment in compliance with all applicable federal, state and local laws, regulations and ordinances. METRO and CITY agree that METRO is an independent contractor and shall be liable for its own actions. Neither Party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party, except as specifically outlined herein. METRO, including its employees, shall not be considered, entitled or eligible to participate in any benefits or privileges given or extended by CITY or be deemed an employee of CITY for any purposes, including but not limited to, for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation, and other employer contributions not specifically provided for in this Agreement. METRO shall retain the exclusive right to hire, discipline, compensate and terminate its employees pursuant to METRO's policies and procedures and consistent with the terms of this Agreement.

15: COMPLIANCE WITH LAWS:

The Parties agree to use their best efforts to adhere to all county, state and federal rules, regulations, codes, ordinances, and charters as they may apply to fire protection and emergency medical services, including but not limited to the following:

- a) **State of Illinois Anti-Discrimination Laws (775 ILCS 5/101/ et. seq.).** In carrying out the performance required under this Agreement, the Parties agree to use their best efforts to 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. METRO's deliberate, willful, or repeated failure to comply with all applicable provisions of the Illinois Human Rights Act, as determined by the Illinois Human Rights

Commission or a court of competent jurisdiction, including specifically, provisions related to sexual harassment, or applicable rules and regulations promulgated thereunder, may result in a determination that METRO is ineligible for future contracts with CITY or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, provided that the provisions of this Agreement for the termination of this Agreement are followed, METRO is given a thirty (30) day period in which to cure any non-compliance or violations, and an opportunity to be heard by the City Council of CITY or similar entity before any decision has been made to cancel or void this Agreement and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- b) **Drug-free Workplace Act (30 ILCS 580/1, et. seq.).** All Parties must comply with all of the provisions of the Drug-free Workplace Act, which are applicable to METRO. Knowing or repeated false certifications or violations of the requirements of the Drug-free Workplace Act as determined by CITY's city council or similar entity may result in sanctions including, but not limited to, termination of this Agreement.
- c) **Freedom of Information Act (5 ILCS 140/1 et. seq.).** Applications, program reports and other information obtained by the CITY pursuant to this Agreement shall be administered in accordance with the Freedom of Information Act. CITY shall give METRO at least two (2) business days advanced written notice of any FOIA requests related to this Agreement and opportunity to review and object to any FOIA requests.
- d) **Educational Loan Default Act (5 ILCS 385/3).** METRO certifies that this Agreement is not in violation of the Educational Loan Default Act prohibiting certain contracts to individuals who are in default on an educational loan.
- e) **Americans with Disabilities Act.** As a condition of receiving this Agreement, METRO certifies that services and activities provided under this Agreement comply and will continue to comply with The Americans with Disabilities Act (hereinafter "ADA") (42 U.S.C. 12101 et. seq.) and the regulations there under (28 CFR 35.130).

CITY shall not require METRO to perform any act which is contrary to the aforesaid and METRO shall use its best efforts to prohibit its employees from performing any act which violate the aforesaid acts and will take prompt remedial action to rectify or resolve any such violations.

The Parties recognize that this Agreement is at all times subject to applicable federal, state, and local law, including, but not limited to, the Social Security Act and its rules and policies and guidelines issued by the United States Department of Health and Human Services and its agencies such as CMS and the Office of the Inspector General. The Parties intend to comply fully with all applicable federal, state and municipal laws and regulations,

including, but not limited to, the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, and the federal False Claims Act. This Agreement shall be subject to amendments of such laws and regulations, and to new legislation and regulation. Any provisions of law that invalidate or are otherwise inconsistent with the terms of this Agreement, or that would cause one or both Parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided however, that the Parties shall exercise their best effort to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. Additionally, insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any statutes or regulations, the Parties will promptly and in good faith confer and resolve any issues in order to amend this Agreement so that the performance of this Agreement is consistent with all applicable statutes and regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, either Party may terminate this Agreement pursuant to Article 3, unless this Agreement would expire earlier by its terms. If either Party becomes aware of any actual or potential violations by the other Party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other Party in writing.

Each Party, their respective directors, trustees, officers and employees shall abide by their respective organization's ethical guidelines, including but not limited to guidelines related to gifts, political contributions, the federal Anti-Kickback Act (Section 1128B(b) of the Social Security Act) and the False Claims Act (31 USC 3729) and any amendments thereto.

METRO warrants that it is properly licensed to provide the personnel described in this Agreement to CITY under all applicable federal, state, and local laws. METRO shall maintain all such licenses and all others as may be required by law during the term of this Agreement and will furnish a copy of each license and license renewal to CITY upon request. For purposes of any defenses or immunities to claims and liabilities to third Parties that CITY and/or its employees may be entitled under applicable laws, the Parties agree that, to the extent permitted by law, METRO will be deemed the agent of CITY or standing in the shoes of CITY with respect to such defenses and immunities available to CITY.

16: PAYMENT TO THIRD PARTIES:

METRO shall not pay any salaries, commissions or fees, or make any payments or rebates to any employee or officer of CITY or any of its affiliates, or to any designee of any employee or officer of CITY or any of its affiliates, or favor any employee or officer of CITY or any of its affiliates, or any designee of any employee or officer of CITY or any of its affiliates, or enter into any business arrangements with any employee or officer of CITY or any of its affiliates, other than as a representative of CITY.

Without limiting any provision herein, METRO further agrees that METRO will not, either directly or indirectly, offer, pay, promise to pay or authorize the payment of money or anything of value to any government official, candidate for office, political party, vendor or other third Party in violation of any law.

17: CONFIDENTIALITY:

Trade secrets and confidential information that may be received by any Party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws, including, but not limited to, the Illinois Freedom of Information Act, shall remain the property of the disclosing Party and shall be kept confidential by the Party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each Party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each Party agrees to surrender to the disclosing Party any and all trade secrets, confidential information, material or tangible items or written information supplied by the disclosing Party. The obligations of this Article will survive the termination or expiration of this Agreement.

18: PUBLICITY:

CITY agrees to allow METRO to list CITY as a reference in any of METRO's written or digital material for the sole purpose of listing CITY as a reference. With the exception of listing CITY as a reference on any of METRO's written and/or digital material, METRO shall not, without the prior written consent of the CITY: (a) refer to, identify, or use the name or any trade name or trademark of the CITY or any of its employees in any advertising or communications to the public by METRO made in any form or (b) take any photographs, video or other recordings of the property of the CITY or any of its employees.

19: NON-SOLICITATION AGREEMENT:

CITY agrees not to, directly or indirectly, solicit, or cause or induce on its own behalf or for any third party to solicit, for the purpose of hiring any of METRO's employees placed with CITY to perform like services for CITY for the duration of this Agreement, unless mutually agreed by METRO and CITY unless the employee chooses to apply for a position with the Belvidere Fire Department and establishes themselves on the Belvidere Fire Department's eligibility list.

20: FORCE MAJEURE:

Neither Party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including, without limitations, acts of nature or public enemy, fire, floods, storms, earthquakes, riots, strikes, war, pandemics, epidemics, labor shortages, paramedic shortages, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing

Party shall promptly notify the other Party of such event and use reasonable efforts to remedy its inability to perform.

21: COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22: NOTICES:

All notices provided for or permitted herein shall be in writing and shall be delivered personally sent by a national overnight courier service, or sent by United States certified or registered mail, postage prepaid, return receipt requested, directed to the Parties at the following addresses or to such address as any Party shall designate by notice delivered or sent in the above manner. If a notice is sent by mail, it shall be deemed to have been received by the addressee two (2) days after the post marked date which it bears.

METRO: Michael G. Tillman, Vice President
Metro Paramedic Services, Inc.
395 West Lake Street
Belvidere, Illinois 60126

CITY: Clerk
City of Belvidere
401 Whitney Blvd.
Belvidere, IL. 61008

With Copy to CITY Attorney: City Attorney
City of Belvidere
401 Whitney Blvd.
Belvidere, IL. 61008

23: ENTIRE AGREEMENT, AMENDMENT, WAIVER, AND USE OF SUBCONTRACTOR:

This Agreement contains the entire agreement and understanding between the Parties regarding the subject matter hereof; it supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; and this Agreement is not subject to modification, alteration or amendment, except by further written Agreement signed by all Parties. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so

provided in writing by the Party against which the waiver is asserted. A waiver of right or remedy on any one occasion will not be construed as a bar to or waiver of any such right to remedy on any other occasion. If the consent of either Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

Except for EMT and Paramedic positions discussed and described throughout this Agreement, METRO may use sub-contractors to provide the personnel necessary to fulfill its obligations under this Agreement; provided that METRO agrees that it will require its sub-contractors and agents to make the same covenants and agreements contained in this Agreement. Subject to the preceding sentence, neither METRO nor CITY may assign this Agreement or its obligations without the other Party's prior written consent that shall not be unreasonably withheld, provided that METRO may utilize the employees or METROs of third Parties to provide CITY with qualified personnel without obtaining the prior written consent of CITY. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

24: GOVERNING LAW:

This Agreement and the Parties' relationship shall be construed in accordance with and governed by the laws of the State of Illinois without regard to applicable conflict of laws provisions. The Parties further agree that any dispute arising under, or in any way related to, this Agreement shall be brought in the 17th Judicial Circuit, Boone County, Illinois, unless a different venue is agreed to in writing by both parties.

25: SEVERABILITY:

If any portion of this Agreement is determined to be invalid by subsequent passage of law or court interpretation, the court or other tribunal may "blue pencil" or revise said portion so that it is enforceable to the fullest extent permitted by law or, if such revision is deemed impermissible, that portion shall be removed from this Agreement. All other portions of this Agreement shall remain in full force and effect. Should any provision of this Agreement be deemed by either Party to be contrary to the provisions of said Laws, then the court may revise such provision so that it is enforceable, or the Parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the Parties. In the event the Parties are not able to mutually agree on modification of the problematic provision, then either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party if the terminating Party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws.

26: AUTHORITY:

METRO represents that this Agreement is executed pursuant to approval of its President, and CITY represents that this Agreement is executed pursuant to authority of its city council.

27: HEADINGS:

The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

28: HIPAA:

The Parties agree that any duties undertaken under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the obligations undertaken pursuant to this Agreement, including but not limited to regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) and all subsequent amendments, regulations, and guidance thereto ("HIPAA"). The Parties agree that for purposes of HIPAA, METRO's employees and personnel shall be considered workforce members, as that term is defined in 45 CFR 160.103, of CITY and that no business associate agreement is necessary. Furthermore, the Parties shall amend this Agreement or execute any additional documentation to amend the Agreement to conform with HIPAA or any new or revised legislation, rules, or regulations to which they are subject now or in the future (collectively, "Code") in order to ensure that the Parties are at all times in conformance with HIPAA and the Code. If, within thirty (30) days of either Party first providing notice to the other of the need to review the Agreement or execute any other document to comply with HIPAA or the Code, the Parties do not reach a mutually agreeable resolution, and such agreement may not be unreasonably withheld, either Party may immediately terminate this Agreement.

29: ASSIGNMENT:

This Agreement cannot be assigned or delegated to a third party by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be considered null and void; except that either Party may assign this Agreement to a parent, sister, subsidiary or affiliated corporation. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns, affiliates or other legal representatives.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF , the parties hereto have caused this agreement to be executed by their duly authorized officials on the date first above written.


CITY OF BELVIDERE

By: 
Mayor

Date: 3/7/2023

Attest:
, City Clerk
(title)

METRO PARAMEDIC SERVICES, INC.

By:  , Vice President
(title)

Date: 3/1/2023

Attest:

(title)

Exhibit "A"

Itemized List of Metro's Owned Assets Assigned to the City of Belvidere

Equipment Name

Stryker Power Pro Cot

Stryker Power Pro Cot

Stryker Power LOAD

Stryker Power LOAD

Stryker Stair Pro Stair Chair

Stryker Stair Pro Stair Chair

LUCAS Device

LUCAS Device

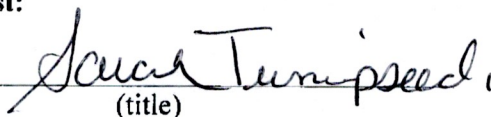
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials on the date first above written.

CITY OF BELVIDERE

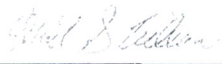
By: 
Mayor

Date: 3/7/2023

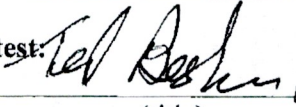
Attest:

, City Clerk
(title)

METRO PARAMEDIC SERVICES, INC.

By: , Vice President
(title)

Date: 3/1/2023

Attest: , OPERATIONS mgr.
(title)