

## **AGREEMENT FOR THE PROVISION OF EMERGENCY AMBULANCE SERVICE**

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of October, 2003, by and between the City of Savanna, a municipal corporation, Savanna, Illinois, (hereinafter sometimes referred to as "City"), and the Savanna Community Ambulance Association, an Illinois not-for-profit corporation, Savanna, Illinois, (hereinafter sometimes referred to as "Association"), WITNESSETH:

WHEREAS, the Savanna City Council has adopted an ordinance to enter into a contract for the operation of an ambulance service pursuant to Chapter 65, Section 5/11-5-7 of the Illinois Compiled Statutes, and

WHEREAS, Savanna Community Ambulance Association, and Illinois not-for-profit corporation, Savanna, Illinois, is desirous of contracting with the City of Savanna to furnish ambulance service to said City.

NOW, THEREFORE, the parties hereto, intending to be legally bound, mutually agree as follows:

1. **Appointment of Association to Provide Services.** City appoints Association, and Association, and Association accepts the appointment, to supply independent contractor emergency ambulance service in accordance with the terms and conditions of this Agreement.

2. **Term.** The term of this Agreement shall be for a period of one (1) year, commencing October 1, 2003 and ending September 30, 2004. Thereafter this Agreement shall be renewed on the same terms and conditions for successive one (1) year terms unless either City or Association gives written notice of its intent not to renew to the other party at least ninety (90) days prior to the expiration of the initial term or extended term, as the case may be.

3. **Responsibilities of Association.** The emergency ambulance services of Association shall be performed in accordance with the following provisions:

a. **Services.** Association agrees to provide basic emergency ambulance service and paramedic level service for City twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year throughout the term hereof.

b. **Independent Contractor.** Association shall be, at all times, deemed to be and shall act as an independent contractor. Members of Association shall not be considered employees or agents for City. Said members of Association shall not be eligible for any employee benefits programs of City, and they shall not have any claim under this Agreement or otherwise against City for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits, or any other employee benefits of any kind.

c. **Operations.** Association shall operate all emergency vehicles at all times in accordance with the Illinois Vehicle Code, including, but not limited to Chapter 625, Sections 5/11-1421 and 5/11-1422, Illinois Compiled Statutes.

It shall also be the duty of Association to provide all emergency medical treatment

and services in accordance with the provisions of the Emergency Medical Services (EMS) Systems Act, Chapter 210, Section 50/1 et seq., Illinois Compiled Statutes.

Association shall provide that all emergency medical technicians employed by it abide by the Emergency Medical Technician Procedure of the State of Illinois, or other regulation units applicable to the ambulance and the operation of the Emergency Medical Technician program.

If at any time during the contract period, City request that public education programs be conducted by ambulance personnel, Association shall provide such programs as such time and under such circumstances so as not to reduce emergency response capability.

d. **Fees.** Association shall be solely responsible for the billing operation and collection procedures in conjunction with the operation of the ambulance service. Association shall be responsible for and retain all such monies collected.

e. **Indemnification.** Association agrees to hold City, its council members, officials, and employees, harmless from any and all liability for claims or judgments based on any acts or omissions of Association or its members or employees, in the course of performing its services or in the course of the maintenance or repair of its vehicles, and shall indemnify City against any loss, liability, damage or expense which City may incur by reason of any claim made by third parties arising out of Association's provision of the emergency ambulance service called for in this agreement.

f. **Insurance.** Association shall acquire and maintain, at its sole cost and expense, professional liability (malpractice) insurance with a minimum policy limit of \$500,000 per person. Emergency vehicles will carry a minium insurance coverage of \$500,000 combined bodily injury and property damage. The City, its council members, officials, and other employees shall be added as additional insureds. Certificates of insurance shall be filed with the Savanna City Clerk.

g. **Vehicles.** Association shall assume all responsibility for maintenance of the vehicles, including gasoline and oil, and shall keep the vehicles in good operating condition through periodic maintenance and repair. Any new vehicles or equipment needed shall be acquired by Association at its sole cost and expense. Association shall completely insure said vehicles against loss or damage. The vehicles shall be equipped with radio communications and Association shall assume responsibility for maintenance of said radios and shall maintain said radio communication equipment in functional capacity. City shall have the right to inspect any or all of the vehicles on demand during normal business hours.

h. **Reports.** Association will provide City with its annual financial report.

i. **Assignability.** Association's obligations and duties under this agreement shall not be assigned in whole or in part by Association without the prior express written consent of City.

4. **Responsibilities of City.** In consideration of Association providing emergency ambulance service, City agrees to the following provisions:

a. **Dispatching.** City shall provide dispatching through the Savanna Fire Department. Said dispatching services shall be in accordance with the current Standard Operating Procedure as adopted and approved by Association and the Savanna Fire Department.

b. **Indemnification.** City will indemnify and hold Association harmless from all claims, demands, and liabilities asserted and losses incurred by Association by reason of the negligence or intentional act of any City officer, employee, or other agent of City.

c. **Fees.** City shall pay Association the lesser of the amount of \$20,000 per year or what is extended yearly to City pursuant to the ambulance tax levy as a service fee for the provision of ambulance services. City shall deliver the said payment prior to December 31st of each year.

d. **Audit.** City reserves the right to have conducted, at its own expense, a financial or operational audit of all records of Association concerning the operation of the emergency ambulance service under the terms of this Agreement.

5. **General Provisions.**

a. **Termination.** Either party may terminate this Agreement without cause by giving ninety (90) days written notice by certified mail. Thirty days subsequent to the notice being served, Association and City shall meet to discuss the possible resolution of differences. The City and Association shall make all good faith efforts to resolve any such difference. Either party may terminate this Agreement with cause by giving thirty (30) days written notice by certified mail. Cause shall be defined as breach of any condition of this Agreement. Within fifteen (15) days subsequent to the service of the notice, Association and City shall meet to discuss a possible resolution of differences. The City and Association shall make all good faith efforts to resolve any such differences.

b. **Notices.** All notices and other documentation required by this Agreement shall be sent to the respective party's mailing address as follows:

1. City of Savanna  
101 Main Street  
Savanna, Illinois 61074
2. Savanna Community Ambulance Association  
P. O. Box 331  
Savanna, Illinois 61074

c. **Amendments.** No amendments or variation of the terms and conditions of this agreement shall be valid unless the same is in writing and signed by all of the parties thereto.

d. **Applicable Law.** The provisions of this Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois.

e. **Time is of the essence.**

f. **Severability.** If any provision or clause of this Agreement is held invalid, such invalidity shall not effect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS THEREOF, this Agreement is executed in duplicate by each of the parties affixing their signatures this 28<sup>th</sup> day of October 2003.

CITY OF SAVANNA

By: Eugene T. Flack  
Eugene T. Flack, Mayor

Attest: Walter J. Shrake  
City Clerk

SAVANNA COMMUNITY  
AMBULANCE ASSOCIATION

By: Charles Corey  
Charles Corey, President

Attest: Louise Brouillard  
Secretary