

SERVICE AGREEMENT

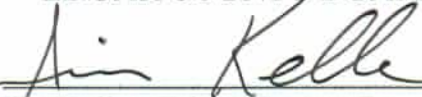
This agreement made this 1st day of September, 2005, by and between the Edgar County Board, for and on behalf of the SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT of Edgar County, Illinois, hereinafter referred to as "EDGAR COUNTY BOARD", and Dee E. Burgin and Lisa L. Burgin, husband and wife, each in his and her own right and as spouse of each other, d/b/a EDGAR COUNTY SPECIAL SERVICE AREA AMBULANCE, INC., hereinafter referred to as "ECSSAA, Inc.".

NOW THEREFORE, both parties agree to the following:

1. That this service agreement be for a term of five (5) years commencing on September 1st, 2005 and ending August 31st, 2010, with each side having the right to give the other side thirty (30) days written notice of intent to renegotiate the agreement. If no thirty (30) day written notice is given prior to the expiration of the term, then this agreement shall automatically renew for a new five (5) year term. If this Service Agreement shall automatically renew, it shall renew under the same terms and conditions as set forth herein.
2. That ECSSAA, Inc. shall bring the Special Services Area No. 1 account back up to the amount of One Hundred Thousand Dollars (\$100,000.00). ECSSAA, Inc. agrees to make monthly payments, with the payments being at least eight hundred dollars (\$800.00) per month, not to exceed a total amount paid of Forty Thousand Dollars (\$40,000.00).
3. That EDGAR COUNTY BOARD shall pay to ECSSAA, Inc. annually, the sum equal to the maximum amount which may be levied by the SPECIAL SERVICE AREA AMBULANCE DISTRICT #1. Each payment will be made to ECSSAA, Inc. no more than 30 days after each 1st & 2nd tax installments are due and the final payment no more than 30 days after the final property tax auction.
4. That during the term of this SERVICE AGREEMENT, ECSSAA, Inc. agrees to staff two (2) Ambulances full-time at the Paramedic level 24 hours a day / 7 days a week for the seven townships that make up the SPECIAL SERVICE AREA #1 AMBULANCE DISTRICT.
5. That during the term of the Service Agreement, ECSSAA, Inc. shall maintain professional liability insurance in a minimum amount of \$2 Million Dollars, which insurance shall cover EDGAR COUNTY SPECIAL SERVICE AREA AMBULANCE, INC., all officers, employees and paramedics of the Ambulance Service.

6. That in the event ECSSAA, Inc. should default on this SERVICE AGREEMENT, the EDGAR COUNTY BOARD shall give ECSSAA, Inc. written notice of the default and ECSSAA, Inc. shall have thirty (30) days to fix that default. If the default is not fixed within thirty (30) days, ECSSAA, Inc. shall transfer to the EDGAR COUNTY BOARD, all ambulances, ambulance equipment, other equipment and furnishings used in connection with the building located at 1703 S. Main St., Paris, Il.. In addition, if any assets purchased by ECSSAA, Inc. for the ambulance service has a lein upon it at the time of default, EDGAR COUNTY BOARD shall have the option of selling that item, paying the proceeds to the lein holder and assuming any deficiency; take payments over; or refusing the item, in which case ECSSAA, Inc. shall keep the item and shall be responsible for any indebtedness against the item.
7. In the event ECSSAA, Inc. is no longer able to operate the ambulance service or in the event ECSSAA, Inc. wishes to sell the ambulance service, ECSSAA, Inc. shall give the EDGAR COUNTY BOARD written notice of the decision at least ninety (90) days in advance of the planned change.
8. This agreement does terminate and supercede all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both parties.
9. That the EDGAR COUNTY BOARD and ECSSAA, Inc. shall not be construed to be partners or joint venturers in the operation of the ambulance service. That the EDGAR COUNTY BOARD or the EDGAR COUNTY SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT shall not be liable for any acts, omissions or negligence on the part of ECSSAA, Inc., their employees or agents, resulting in either personal injury or property damages.

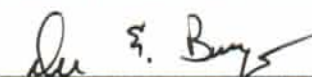
EDGAR COUNTY BOARD

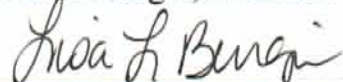
By: 
Jim Keller, Edgar County Board Chairman

ATTEST:


Rebecca Kraemer, Edgar County Clerk

EDGAR COUNTY SPECIAL SERVICE
AREA AMBULANCE, INC.

By: 
Dee E. Burgin, President

By: 
Lisa L. Burgin, Secretary

I move for the adoption of the foregoing Service Agreement.

Dan Winan

I second the motion for the adoption of the foregoing Service Agreement.

Kevin Hodgson

PASSED this 24th day of August, 2005.

James Kelle
CHAIRMAN OF THE BOARD

ATTEST:

Rebecca R. Kraemer (SEAL)
EDGAR COUNTY CLERK

