

SERVICE AGREEMENT

This agreement made this 1st day of June, 2009, 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 Eric & Nicole Shaughnessy, husband and wife, each in his and her own right and as spouse of each other, and Randel L Jones, 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 June 1st, 2009 and ending May 31st, 2014, 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 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.
3. 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.
4. 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.
5. 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 isn't fixed within the 30 days then the SERVICE AGREEMENT becomes Voided.
6. 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.

OF May 2009

Rubee R. Jones
EDGAR COUNTY CLERK

7. 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.
8. 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

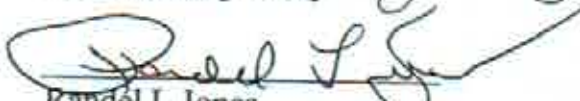
ATTEST:

 (SEAL)
Rebecca Kraemer, Edgar County Clerk

EDGAR COUNTY SPECIAL SERVICE
AREA AMBULANCE, INC.

By: 
Eric Shaughnessy

By: 
Nicole Shaughnessy

By: 
Randel L Jones

I move for the adoption of the foregoing Service Agreement.

Kevin Logdo

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

Verlin D. Funkhouser

PASSED this 13th day of May, 2009.

Jean Kelle
CHAIRMAN OF THE BOARD

ATTEST:

Rebecca R. Kaemer (SEAL)
EDGAR COUNTY CLERK