

IN THE CIRCUIT COURT
FOR THE FIFTH JUDICIAL CIRCUIT OF ILLINOIS
EDGAR COUNTY, PARIS, ILLINOIS

EDGAR COUNTY SPECIAL
SERVICE AREA AMBULANCE, INC.,

Plaintiff,

-vs-

EDGAR COUNTY, ILLINOIS

Defendant.

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2019L11

No. 2019-L- ____

COMPLAINT

Now comes Plaintiff, EDGAR COUNTY SPECIAL SERVICE AREA AMBULANCE, INC., by undersigned counsel, and for its Complaint against Defendant, EDGAR COUNTY, ILLINOIS, states:

1. Plaintiff, which has been an Illinois corporation since September 15, 2003, has or its predecessor assignee has, entered into a series of contracts with Defendant to provide ambulance services for the special service area within Edgar County for which the Special Service Area was formed. A copy of the 5 contracts are attached hereto as Exhibits A, B, C, D and E.

2. Defendant made payments pursuant to the contracts to Plaintiff for services provided in any given year from real estate tax receipts collected in the succeeding year, so that, by way of example, payments received by Plaintiff from Defendant for

services provided in 2017 were paid to it in 2018 from real estate tax bills for the year 2017 that were paid in 2018.

3. Effective May 31, 2019, the then-pending contract between the parties was terminated by Defendant.

4. Plaintiff has communicated with representatives of Defendant on multiple occasions to confirm that Defendant will pay the 2018 payments due to Plaintiff for the final year of service provided through May 31, 2019, upon receipt of 2018 taxes paid in 2019; representatives of Defendant have either failed to respond or have disputed that any additional payments are due Plaintiff.

5. Attached hereto as Exhibit F is a spreadsheet demonstrating the payments received from the inception of the contractual relationship between the parties to date, which demonstrates that Plaintiff is owed 2018 payments received in the form of real estate tax revenue by Defendant in the year 2019.

6. The custom and practice under the contracts for payments made by Defendant to Plaintiff has been to make a substantial payment, in excess of 50% of the total annual payment, within 30 days of receipt by Defendant of the first installment of real estate taxes paid in the year.

7. The 30-day mark for Defendant's receipt of 2018 real estate taxes paid in 2019 has passed and Defendant has failed to make timely payment pursuant to the contracts and the custom and practice between the parties, and therefore there is now due and owing to Plaintiff an amount in excess of \$50,000.00.

8. There is a justiciable dispute between the parties within the meaning of 735 ILCS 5/2-701.

WHEREFORE, Plaintiff, EDGAR COUNTY SPECIAL SERVICE AREA AMBULANCE, INC., prays

(A) a declaratory judgment will be entered in its favor and against Defendant, EDGAR COUNTY, ILLINOIS, finding that Plaintiff is entitled to payments from Defendant, in accordance with the contracts and the custom and practice between the parties, for the full taxable amount that could have been or should have been levied by Defendant for 2018 real estate taxes payable in 2019, and

(B) the Court will enter judgment in favor of Plaintiff and against Defendant for the amounts due Plaintiff from the levy that should have been included in the real estate tax bills sent to real estate tax payers in the Special Service Area for 2018 payable in 2019 that could have been levied for the funding of payments due Plaintiff in accordance with the said contracts and custom and practice between the parties.

EDGAR COUNTY SPECIAL SERVICE
AREA AMBULANCE, INC., Plaintiff

By /s/ Gregory C. Ray
Gregory C. Ray
Of Craig & Craig, LLC
1807 Broadway Avenue
PO Box 689
Mattoon, IL 61938-0689
Telephone: 217/234-6481
Facsimile: 217/234-6486
Email: gcr@craiglaw.net
Attorneys for Plaintiff

FILED THIS 23rd DAY

OF Sept, 2003

SERVICE AGREEMENT


EDGAR COUNTY CLERK

This Agreement made this 23rd day of September, 2003, 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", 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 "BURGIN".

WHEREAS, EDGAR COUNTY is in the process of selling all of the assets of the EDGAR COUNTY SPECIAL SERVICE AREA AMBULANCE to BURGIN for One Hundred Thousand Dollars (\$100,000.00) and for this Service Agreement and a Contract for Deed to purchase a building at 1703 South Main Street, Paris, Illinois, and

WHEREAS, the Ambulance Service has not been profitable for EDGAR COUNTY and has needed funds above and beyond the tax revenues received for Ambulance Service, and

WHEREAS, BURGIN has agreed to purchase said Ambulance Service and to operate it subject to all risks and subject to being responsible for any loss which might result in the event that BURGIN is unable to operate the Ambulance Service profitably.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties do agree as follows:

1. That this Service Agreement shall be for a term of five (5) years, commencing October 1, 2003, and ending September 30, 2008. 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. In no event though, shall there be more than three (3) automatic renewal terms of five (5) years each without renegotiation of this Agreement. If this Service Agreement automatically renews, it shall renew under the same terms and conditions as set forth herein.

2. That the EDGAR COUNTY BOARD will turn over all funds in the SPECIAL SERVICE AREA NO. 1 AMBULANCE fund in excess of One Hundred Thousand Dollars (\$100,000.00) to BURGIN for operations.

Exhibit A

3. That the EDGAR COUNTY BOARD shall pay to BURGIN annually, a sum equal to the following formula: In 2003, a base amount of Two Hundred Sixty Seven Thousand Dollars (\$267,000.00) is established. Thereafter, each year the amount paid shall be increased by Twenty Thousand Dollars (\$20,000.00). In 2004, the first payment shall be equal to the first distribution and shall be made within thirty (30) days of the final date of payment for the first installment of the 2003 real estate taxes. Thereafter payments shall be made quarterly. (In 2004 BURGIN shall receive Two Hundred Eighty Seven Thousand Dollars [\$287,000.00], the balance of which shall be paid over a fiscal year commencing with thirty (30) days after the second installment of real estate taxes have been paid.) That the amount paid to BURGIN would be limited to the maximum amount of what would be generated on a tax levy of \$.20 per one hundred dollars of assessed valuation in the seven townships that make up the SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT.

4. That during the term of this Service Agreement, BURGIN is required to staff the EDGAR COUNTY SPECIAL SERVICE AREA NO. 1 AMBULANCES at the same paramedic level as now maintained, twenty four (24) hours a day, seven (7) days a week, with three (3) ambulances available for calls.

5. That during the term of this Service Agreement, BURGIN shall maintain professional liability insurance in a minimum amount of \$2 Million Dollars, which insurance shall cover the BURGIN Corporation, being EDGAR COUNTY SPECIAL SERVICE AREA AMBULANCE, INC., all officer, employees and paramedics of the AMBULANCE SERVICE.

6. That in the event that BURGIN should default on this Agreement, the EDGAR COUNTY BOARD shall give him written notice of the nature of the default and BURGIN shall have thirty (30) days to cure that default. If the default is not cured with the thirty (30) days, BURGIN shall transfer to the SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT of Edgar County, Illinois, all ambulances, ambulance equipment, other equipment and furnishings used in connection with the building located at 1703 South Main Street, Paris, Illinois, all accounts receivable and bank accounts. In addition, if any asset purchased by BURGIN for the AMBULANCE SERVICE has a lien upon it at the time of default, EDGAR COUNTY shall have the option of selling that item, paying the proceeds to the lien holder and assume any deficiency; take possession of the items subject to the lien and being responsible for those payments; or refusing the item, in which case BURGIN shall keep the item and shall be responsible for any indebtedness against the item.

7. That this Agreement shall be binding upon and inure to the benefit of the parties hereto and all parties having or acquiring, or claiming a right through the EDGAR COUNTY SPECIAL SERVICE AREA NO. 1

AMBULANCE DISTRICT in Edgar County, and to BURGIN and his successors and assigns, being any corporation created by BURGIN to operate the Ambulance Service.

8. This Agreement, together with all other documents and agreements contemplated hereby, 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 BURGIN, their employees, agents and contractors shall not be considered employees or agents of EDGAR COUNTY SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT, or to have been authorized to incur any expense on behalf of EDGAR COUNTY SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT or to act for or to bind EDGAR COUNTY SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT, nor shall the EDGAR COUNTY SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT be liable for any acts, omissions or negligence on the part of BURGIN, their employees or agents, resulting in either personal injury or property damages. The EDGAR COUNTY SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT and BURGIN shall not be construed to be partners or joint venturers in the operation of the Ambulance Service.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement in duplicate the day and date first above written.

EDGAR COUNTY,

"Seller"

By: Dan Winans

Dan Winans, Edgar County Board
Chairman

ATTEST:

Rebecca R Kraemer (SEAL)
Rebecca Kraemer, Edgar County Clerk

"Buyer"

EDGAR COUNTY SPECIAL SERVICE AREA
AMBULANCE, INC.

By: Dee E. Burgin

DEE E. BURGIN, Shareholder

By: Lisa L. Burgin

LISA L. BURGIN, Shareholder

FILED 1983 14th DAY

OF June, 2004

Rebecca R. Kramer
EDGAR COUNTY CLERK

AMENDMENT TO SERVICE AGREEMENT

This Amendment to the Service Agreement dated September 23, 2003, 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", and DEE 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 "BURGIN".

WHEREAS, a Service Agreement was entered between the parties on September 23, 2003, and

WHEREAS, the parties now desire to amend paragraph 3 of that Service Agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties do agree as follows:

That paragraph 3 of the Service Agreement dated September 23, 2003, shall be amended as follows:

3. That the EDGAR COUNTY BOARD shall pay to BURGIN annually, the sum equal to the following formula: In 2003, a base amount of \$267,000.00 is established. Thereafter, each year the amount paid will be the maximum amount which may be levied by the SPECIAL SERVICE AREA AMBULANCE DISTRICT (which at the present time is \$.20 per \$100.00 of assessed valuation in the seven townships that make up the SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT), but in no event, may the base amount be increased by more than \$20,000.00 per year. (In 2004 then, the maximum amount that will be paid is \$287,000.00, but the amount may be less if the maximum levy yields less.) In 2004, the first payment shall be equal to the first distribution from the County Treasurer's Office and made within thirty (30) days of the date of the final payment of the first installment of the 2003

Exhibit B

real estate taxes. Thereafter, each additional payment shall be made within thirty (30) days of collection for the real estate taxes as made by the Edgar County Treasurer.

In all other respects the Service Agreement dated September 23, 2003, is republished.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment to the Service Agreement dated September 23, 2003, in duplicate the day and date first above written.

EDGAR COUNTY,

"Seller"

DATED: JUNE 14, 2004

By: _____

Dan Winans, Edgar County Board
Chairman

ATTEST:

Rebecca R Kraemer (SEAL)
Rebecca Kraemer, Edgar County Clerk

"Buyer"

EDGAR COUNTY SPECIAL SERVICE AREA
AMBULANCE, INC.

By: _____

DEE E. BURGIN, President

ATTEST:

Lisa L. Burgin
LISA L. BURGIN, Secretary

I move for the adoption of the foregoing service agreement amendment.

I second the motion for the adoption of the foregoing service agreement amendment.

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.

FILED THIS 24th DAY


OF Aug, 2005

Rebecca R. Kraemer
EDGAR COUNTY CLERK


Exhibit C

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.

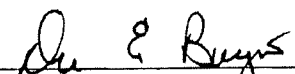
EDGAR COUNTY BOARD

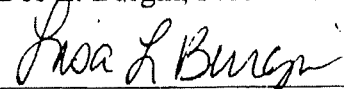
By: 
Jim Keller, Edgar County Board Chairman

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 W. Wain

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

Kevin Fitzgerald

PASSED this 24th day of August, 2005.

James Kelly
CHAIRMAN OF THE BOARD

ATTEST:

Rebecca R. Kraemer (SEAL)
EDGAR COUNTY CLERK

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 Shaughlinessy, 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.

FILED 1009
OF May, 2009
Randel L. Jones
EDGAR COUNTY CLERK

Exhibit D

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

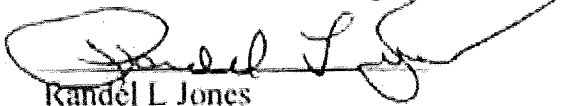
ATTEST:

 (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.

Lynn Rogers

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

Verlin D. Funkhouser

PASSED this 13th day of May, 2009.

Jane Kolbe
CHAIRMAN OF THE BOARD

ATTEST:

Rebecca R. Kaemer (SEAL)
EDGAR COUNTY CLERK

MODIFIED SERVICE AGREEMENT

This agreement made this 12 day of June 2013, by and between, EDGAR COUNTY and the SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT, hereinafter referred to as "EDGAR COUNTY", and EDGAR COUNTY SPECIAL SERVICE AREA AMBULANCE, INC., hereinafter referred to as "ECSSAA, Inc.".

NOW THEREFORE, pursuant to paragraph 7 of the Service Agreement dated 13 May 2009, both parties agree to the following modifications:

1. That this Modified Service Agreement (MSA) shall replace the current Service Agreement scheduled to expire on 5/31/14. This Modified Service Agreement shall commence and replace the Service Agreement on date of execution by both parties and shall expire as per the Service Agreement on 5/31/14. Each party shall retain 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 Modified Service Agreement shall automatically renew, it shall renew under the same terms and conditions as set forth herein.
2. EDGAR COUNTY shall pay to ECSSAA, Inc. annually, the sum equal to the maximum amount levied and collected on behalf of the SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT. Each payment will be made to ECSSAA, Inc. no more than thirty (30) days after each 1st and 2nd tax installments are due and the final payment no more than thirty (30) days after the final tax property auction.
3. That during the term of this MSA, ECSSAA, Inc. agrees to staff two (2) Ambulances at the Paramedic level 24 hours a day / 7 days a week for the seven townships that make up the SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT.
4. That during the term of the MSA, ECSSAA, Inc. shall maintain professional liability insurance in a minimum amount of \$ 2 Million Dollars. The policy of insurance shall cover ECSSAA, Inc., all officers, employees and paramedics of the ambulance service and further list EDGAR COUNTY and SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT as additional insureds. ECSSAA, Inc. shall provide a copy of the Certificate Of Liability Insurance with EDGAR COUNTY and SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT listed as certificate holders.
5. That in the event ECSSAA, Inc. should default on this MSA, EDGAR COUNTY 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 cured within the thirty (30) days then this SERVICE AGREEMENT may be voided. If a default is waived by EDGAR COUNTY, it shall not act as a waiver or acquiescence to any future defaults by ECSSAA, Inc.

Exhibit E

6. In the event ECSSAA, Inc. is no longer able to operate the Ambulance Service or the event that ECSSAA, Inc. wishes to sell the ambulance service, ECSSAA, Inc. shall give EDGAR COUNTY written notice of the decision at least ninety (90) days in advance of a cessation of service or change in ownership.
7. Due to EDGAR COUNTY contracting with ECSSAA, Inc. for ambulance service for SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT, it considers ECSSAA, Inc. an instrumental part of services for the seven townships it represents.
8. This agreement does terminate and supersede 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 EDGAR COUNTY and ECSSA, Inc. shall not be construed to be partners or in a joint venture in the operation of the ambulance service. That EDGAR COUNTY or the SPECIAL SERVICE AREA NO. 1 AMBULANCE DISTRICT shall not be liable for any acts, omissions or negligence alleged on the part of ECSSAA, Inc., their employees or agents, resulting in either personal injury or property damage litigation. ECSSAA, Inc. agrees to defend and indemnify EDGAR COUNTY for any damages or expense resulting from claim or claims alleged to be the result of ECSSAA Inc., their employees or agents resulting from either personal injury or property damages.

EDGAR COUNTY BOARD

By: _____

Chris Patrick, Edgar County Board Chairman

ATTEST:

August H. Griffin, Edgar County Clerk (SEAL)

EDGAR COUNTY SPECIAL SERVICE AREA
AMBULANCE, INC.

By: _____

Eric Shaughnessy, President

By: _____

Nicole Shaughnessy, Secretary

I move for the adoption of the forgoing Modified Service Agreement.

Alan Zuber

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

Kim Heltz

PASSED this 12 day of June, 2013.

[Signature]
CHAIRMAN OF THE BAORD

ATTEST:

[Signature] (SEAL)
EDGAR COUNTY CLERK

RESOLUTION – Modified Service Agreement – Edgar County Ambulance

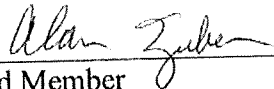
WHEREAS, the County of Edgar contracted with Edgar County Special Service Area Ambulance, Inc., (ECSSAA) for the benefit of Special Service Area No. 1 Ambulance District of Edgar County on June 1, 2009; and

WHEREAS, ECSSAA and Edgar County mutually desire to modify the Service Agreement executed by the parties; and

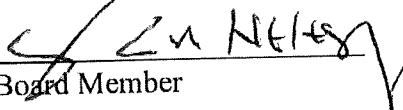
WHEREAS, a Modified Service Agreement (MSA) has been prepared and reviewed by the parties that include potential access to federal death benefits for emergency personnel within the scope of their employment and liability limiting language favoring Edgar County and Special Service Area No. 1 Ambulance District which serves as mutual consideration for the Modified Service Agreement; and

THEREFORE, BE IT RESOLVED, that the Edgar County Board, on behalf of Special Service Area No. 1 Ambulance District of Edgar County, authorizes the Chairman of the Edgar County Board to execute said MSA.

I move for the adoption of the foregoing Resolution.


Board Member

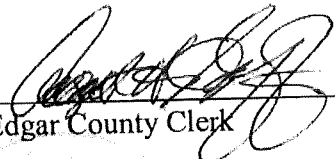
I second the motion for the adoption of the foregoing Resolution.


Board Member

Passed and adopted by the County Board of Edgar County this 12 day of June, 2013.


Chairman of the Board

ATTEST:

 (SEAL)
Edgar County Clerk

<u>Applicable Service Contract</u>	<u>Service Year</u>	<u>Amount Due:</u>	<u>Paid?</u>	<u>Check #</u>	<u>Check Date</u>	<u>Amount</u>
#1 - 9/23/2003 Service Agreement between Edgar Co. & Dee/Lisa	10/1/2003 - 9/30/2004	\$272,473.46	Yes.	Unknown	6/22/2004	\$124,699.87
				Unknown	9/14/2004	\$122,057.96
				Unknown	11/7/2004	\$25,715.63
	10/1/2004 - 8/30/2005	\$256,613.71	Yes.	Unknown	6/10/2005	\$50,000.00
				Unknown	7/21/2005	\$14,093.29
				Unknown	7/28/2005	52,424.04
				Unknown	9/21/2005	117,744.89
	9/1/2005 - 8/31/2006	\$258,805.97	Yes.	Unknown	6/29/2006	\$120,000.00
				Unknown	7/28/2006	\$4,606.64
				Unknown	9/21/2006	\$100,000.00
				Unknown	10/2/2006	\$4,726.39
#2 - 9/1/2005 Service Agreement between Edgar Co. & Dee/Lisa	9/1/2006 - 8/31/2007	\$277,566.71	Yes.	Unknown	11/28/2006	\$29,472.94
				Unknown	9/25/2007	\$50,707.66
				Unknown	10/17/2007	\$120,896.52
				Unknown	11/21/2007	\$96,562.84
	9/1/2007 - 8/31/2008	\$289,163.60	Yes.	Unknown	12/28/2007	\$9,399.69
				Unknown	10/6/2008	\$53,766.31
				Unknown	10/28/2008	\$123,281.26
				Unknown	11/23/2008	\$91,296.05
	9/1/2008 - 5/31/2009	\$290,825.97	Yes.	Unknown	12/22/2008	\$12,420.82
				51021	8/10/2009	\$167,924.28
				51950	10/9/2009	\$110,063.59
				Wire Trans	11/18/2009	\$12,838.10
	6/1/2009 - 5/31/2010	\$302,977.12	Yes.	54932	7/22/2010	\$79,440.79
				55202	8/13/2010	\$100,848.32
				55528	9/17/2010	\$28,953.84
				55832	10/18/2010	\$86,159.06
	6/1/2010 - 5/31/2011	\$320,234.13	Yes.	Wire Trans	11/16/2010	\$7,575.11
				58836	7/14/2011	\$180,058.41
				59166	8/22/2011	\$20,173.50
				59519	9/27/2011	\$93,422.85
	6/1/2011 - 5/31/2012	\$318,935.68	Yes.	60954	11/15/2011	\$21,566.41
				63535	7/19/2012	\$187,580.84
				63869	8/29/2012	\$15,525.75
				64203	10/1/2012	\$95,159.58
	6/1/2012 - 6/11/2013	\$319,018.19	Yes.	64948	11/21/2012	\$20,669.51
				67552	7/29/2013	\$190,438.72
				67870	8/28/2013	\$13,844.63
				68470	10/11/2013	\$106,676.10
	6/12/2013 - 5/31/2014	\$321,909.84	Yes.	68891	12/4/2013	\$8,058.74
				71524	7/29/2014	\$195,931.47
				72062	9/15/2014	\$20,066.04
				72385	10/21/2014	\$96,898.43
	6/1/2014 - 5/31/2015	\$319,872.45	Yes.	72686	11/13/2014	\$9,013.90
				75120	7/17/2015	\$80,460.79
				75387	8/25/2015	\$124,880.53
				75648	10/2/2015	\$67,344.56
	6/1/2015 - 5/31/2016	\$310,348.67	Yes.	75912	10/27/2015	\$43,943.42
				76431	1/4/2016	\$3,243.15
				78356	7/21/2016	\$186,871.05
				78601	8/25/2016	\$15,129.30
	6/1/2016 - 5/31/2017	\$323,269.38	Yes.	79100	10/13/2016	\$100,966.07
				79383	11/21/2016	\$7,382.25
				81635	7/27/2017	\$178,715.84
				82074	9/14/2017	\$37,514.76
				82412	10/23/2017	\$103,262.25
				82636	11/20/2017	\$3,088.61

Exhibit F

			82779	12/6/2017	\$687.92
6/1/2017 - 5/31/2018	\$331,195.81	Yes.	85061	8/9/2018	\$115,937.05
			85382	9/19/2018	\$103,105.53
			85876	11/8/2018	\$103,659.62
			86263	12/13/2018	\$8,493.61
6/1/2018 - 5/31/2019 ?					