



**PUBLIC-PRIVATE PARTNERSHIP AGREEMENT  
FOR EMS/FIREFIGHTING STAFFING TO THE  
BEECHER FIRE PROTECTION DISTRICT**

**MAY 1, 2025 – APRIL 30, 2028**

This Public-Private Partnership Agreement for EMS/Firefighting Staffing provided to the Beecher Fire Protection District is made and entered into this 1<sup>st</sup> day of May, 2025 by and between Metro Paramedic Services, Inc., an Illinois Corporation, (hereafter referred to as "Contractor"), and the Beecher Fire Protection District, an Illinois Fire Protection District (hereinafter referred to as the "Client"), hereinafter collectively referred to as "Parties" or singularly as "Party":

**WHEREAS**, Contractor is in the business of providing emergency medical service and firefighter service Personnel who possess necessary skills, training and licensure; and

**WHEREAS**, the Client provides fire protection and emergency medical services for residents of the Client; and

**WHEREAS**, the Client wishes to out-source with Contractor for Personnel to fulfill a portion of Client's firefighting and/or emergency medical service staffing needs and Contractor wishes to provide such Personnel on an independent contractor basis to the Client (the "Assignment"); and

**WHEREAS**, as used in the Agreement, the terms "Personnel" and "Employees" mean the Contractor's employees placed with the Client 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:

**ARTICLE 1: Incorporation.**

The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.

**ARTICLE 2: Term.**

The term of this Agreement shall be for a period of three (3) years commencing May 1, 2025, and continuing through April 30, 2028 ("Initial Term") unless cancelled earlier by written notice by either Party pursuant to Article 3 of this Agreement or by operation of law.

**ARTICLE 3: Cancellation.**

Either Party to this Agreement may cancel this Agreement without cause upon providing the other Party ninety (90) calendar days written notice and this Agreement and the Parties' obligations thereunder shall end at the end of such ninety (90) calendar days' notice period.

If one Party shall commit a material breach of this Agreement, the other Party shall provide a detailed written statement of the claimed material breach. If the alleged breaching Party shall fail to cure such breach, if curable, within thirty (30) business days, the Agreement shall terminate at the expiration of the thirty (30) business day period unless the Parties agree that additional time is necessary to ensure an orderly transfer of fire-fighting or emergency medical services to ensure the safety of the citizens of the Client; however, in no event shall such additional time extend for more than an additional thirty (30) calendar days without agreement of both Parties. If a material breach compromises the safety of client's residents, in whole or in part as agreed upon by both Parties, the breach must be cured within forty-eight (48) hours of notice of the breach. The acceptance of any cure shall not be unreasonably withheld. Where the cure has not been accepted, the Contractor shall have an opportunity to be heard by the Client's Board of Trustees or similar entity before any decision of termination or cancellation is made.

Notwithstanding anything to the contrary in this Agreement, should any early cancellation or termination give rise to liability to either Party under the federal or state laws known as WARN Acts or similar laws, such cancellation or termination shall be delayed so the Parties can provide appropriate notices or take other steps to avoid liability under such laws as allocated under this Agreement or by operation of law.

#### **ARTICLE 4: Equipment Provided.**

Client shall provide all ambulance vehicles, medical equipment, radio communication devices, electronic patient care reporting devices, firefighting equipment and apparatus, personal protective equipment (bunker gear) and any and all other equipment needed to provide firefighting and emergency medical services. In the event that the Contractor's Personnel are called upon to operate equipment or apparatus owned by the Client, such Personnel shall operate it in a safe, competent and careful manner and in accordance with the Client's operating policies for such equipment or apparatus.

#### **ARTICLE 5: Personnel Provided.**

The Contractor shall utilize its best efforts to provide Personnel identified below with the required skills, experience, licenses, bonds, and other qualifications for the Assignment, including but not limited to recruiting, interviewing, testing, performing background checks, selecting, hiring, disciplining, controlling, directing and terminating the Personnel that it furnishes pursuant to this Agreement. However, in no event does the Contractor guarantee the qualifications or fitness of any Personnel provided by the Contractor for any particular purpose and in fact disclaims such guarantee, liability, or warranty to the fullest extent permitted by law.

- a. The Contractor shall use its best efforts to provide Six (6) full-time Firefighter/Paramedics (FF/PM's) to the Client. FF/PM's shall be assigned to work 24/48-hour shifts. The Personnel assigned to the Client shall be on permanent assignment to the Client and not shared with other clients of Contractor. Provisionally licensed employees shall not be assigned to the Department.
- b. The Contractor shall use its best efforts to assign replacement Personnel, to be chosen at Contractor's discretion, to the Assignment in the event of illness, vacation, or any other event that causes the absence of regularly assigned Personnel. The Contractor shall use best efforts to ensure that replacement Personnel have the same necessary certifications and qualifications that Contractor requires of its regularly assigned Personnel.
- c. The Contractor shall use its best efforts to ensure that the Personnel assigned to this Assignment under this Agreement shall have the necessary State of Illinois certification and be approved to function in the Department's designated EMS System and to keep certifications in good standings at all times.
- d. The Contractor shall use its best efforts to ensure that all Personnel are certified by the Illinois Office of State Fire Marshal to the minimum level of Basic Operations Firefighter and to keep certifications in good standings at all times. However, the Client, has the sole discretion to permanently or temporarily waive this requirement.
- e. The Contractor shall use its best efforts to ensure that all Personnel assigned by Contractor to the Assignment will have successfully completed the physical agility requirements of Contractor.
- f. Prior to beginning work on the Assignment, the Contractor shall take reasonable measures to require that all assigned Personnel attend Contractor's orientation program at Contractor's facility or at Client's facility and at Contractor's expense.
- g. Personnel assigned to the Assignment shall be required to complete professional education to meet all ongoing requirements at times when Personnel are not scheduled to work on Assignment.
- h. Personnel shall be qualified to drive and operate an ambulance and other fire equipment owned by the Client.
- i. 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 Client of Healthcare and Family Services' Illinois Medicaid Program Advanced Cloud Technology (IMPACT) system and shall be screened by Contractor 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>.

j. Contractors employees will receive Holiday Pay incentive for the following days:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

k. The Client shall be solely responsible to provide Contractor's employee with workspace, a locker, bed and use of the Client's facilities while on duty so that Contractor's employees shall have ready access to the firefighting, emergency medical services equipment, and other tools required to perform assignments.

l. Personnel assigned to this contract shall receive a health care subsidy of \$1,950.00 per employee.

## **ARTICLE 6: Selection of Personnel.**

In order to ensure the orderly and safe operation of fire protection and emergency medical services pursuant to this Agreement and consistent with all licensing and legal authority, the provision and selection of Personnel shall be as follows:

- a. The Client's designated EMS system requirements for emergency medical services Personnel must be met in addition to Personnel meeting all applicable laws and regulations. In determining whether an applicant has met these requirements, Contractor may consult with the Fire Chief and shall make available the resumes of any person who is being considered for assignment and the Fire Chief may request that Contractor reject or remove any Personnel who does not meet the legal and/or contractual qualifications of the job.
- b. If the employment of any assigned Contractor's employee is terminated with Contractor, the Contractor shall immediately notify the Fire Chief and the Contractor shall immediately provide a suitable replacement.
- c. The Client may request the Contractor to no longer assign any given Contractor's employee to the Client for any legal reason. Such request shall be made in writing, shall detail the reason(s) for the request, and comply with both Parties' goals and commitments as equal opportunity employers. Upon receipt of such request, Contractor shall replace its employee with another qualified employee and shall provide a permanent replacement within a reasonable period. All temporary and permanent replacement employees shall be selected in accordance with the foregoing provisions of this Agreement. However, the power to hire and terminate Personnel shall at all times reside with the Contractor.
- d. The Contractor shall conduct drug screenings and background checks on Personnel assigned to perform services under this Agreement which may include a criminal and exclusions list (debarment from participation in any federally funded healthcare program such as Medicare and Medicaid) screening to the extent permitted by law. To the extent that additional pre-employment testing or screening is requested by the Client or required by law, the Contractor will be solely responsible for implementing such pre-employment screening, and employment term screening, and will assemble all other required documentation for each applicant or Personnel, with a corresponding adjustment in the fee. Additional tests and/or documentation may be required for certain assignments. The Contractor will furnish a true and correct copy of the results of the tests, screens, and all other required documentation, upon

request, to the Client. The Contractor warrants that it has or will lawfully obtain all such tests, screens and other documentation and that it is authorized to furnish such items under the terms of this Agreement.

- e. Contractor shall solely be responsible for recruiting, interviewing, testing, performing background checks, drug screenings, selecting, hiring, disciplining, controlling, directing and terminating the Personnel that it furnishes pursuant to this Agreement.

#### **ARTICLE 7: Duties.**

In order to ensure the orderly and safe operation of fire protection and emergency medical services pursuant to this Agreement and consistent with all licensing and legal authority, the duties of Contractor's Personnel shall be as follows:

- a. Contractor's regular and replacement Personnel employees assigned to Client shall perform firefighting and or EMS duties and any related operational matters as assigned by Contractor in consultation with the Fire Chief and/or his/her designated officer. All regular and replacement Personnel shall serve under the supervision of the Contractor in consultation with the Fire Chief or his designated officer through the Contractor's Operations Manager. Operational matters exclude employment and disciplinary related matters which shall be under the purview of Contractor; Personnel shall report to Contractor for all employment and disciplinary related matters.
- b. Contractor will maintain training and certification records for Contractor's employees assigned to Client.
- c. In addition to regularly assigned emergency medical services and firefighting services, Contractor's Personnel shall perform the following services at no additional cost to the Client and as reasonably directed by the Fire Chief: (1) present demonstrations of ambulance and related equipment, (2) assist in instruction of cardio-pulmonary resuscitation (CPR) classes, (3) conduct blood pressure screening, (4) provide routine maintenance of station, ambulances and EMS equipment, (5) provide station tours, (6) familiarize themselves with the streets, hazards and corporate boundaries of the Client, and (7) perform other such duties connected with the EMS pre-hospital profession.

## **ARTICLE 8: Consideration.**

In consideration for the services to be provided by Contractor to the Client pursuant to the provisions of this Agreement, the Client will pay Contractor the total sum of \$758,616.14 in Year One (1) for Six (6) FF/PM's. This sum shall be paid in twelve equal monthly payments of \$63,218.01 due and owing on the 15th of the month. Subsequent payments shall be due on the fifteenth day of each month in Year One (1).

If Client requests that Contractor assign additional firefighter/paramedic Personnel to Client, or that Client requests assigned firefighter/Personnel to work hours in excess of those specified in this Agreement, Client shall pay Contractor \$43.30 per hour, for hours worked in excess of those specified in this Agreement. Additional Personnel assigned to the Client shall require an amendment to this Agreement or a written and executed copy of a Memorandum of Understanding (MOU) by and between Contractor and Client. Contractor shall issue an invoice for excess Personnel or excess Personnel hours, and Client agrees to pay any such invoice within thirty (30) days.

The Parties shall negotiate in good faith to set compensation for Years 2 and 3 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 5) to be provided, shall not exceed 5% 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 and 3, the Parties shall amend this Agreement in accordance with Article 24. In the event the parties do not negotiate Years 2 and 3 of this agreement, Contractor shall increase the annual amount by Five percent (5%) and make changes to the monthly invoice.

If compensation or benefits to assigned Personnel should vary during the term of this Agreement due to local, state, or federal law change (including but not limited to minimum wage increases or paid sick leave), the Parties agree to renegotiate compensation to cover Contractor's increased costs plus a reasonable administrative fee.

- a. The Contractor shall be solely responsible for;
  - i. Compensating and providing the employment benefits set forth in this Agreement, if any, to such Personnel;
  - ii. Making all required deductions from compensation paid to the Personnel and timely remitting such deductions and any required contributions from the Contractor to the appropriate government agency as required by law;

- iii. Complying with all applicable federal, state and local laws and regulations regarding the employment of such Personnel.
- iv. The Contractor will properly and timely file all required reports and other information with the Internal Revenue Service, Social Security Administration, and all applicable state and local tax agencies.
- v. The Contractor's Personnel and employees shall not be entitled to participate in any of the Client's employee benefit plans, including pension, 401(k), profit sharing, retirement plan, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs and agreements, whether reduced to writing or not.
- vi. The Contractor will use its best efforts to ensure that each employee assigned to the Assignment will be at least 20 years of age and either a United States citizen or an individual lawfully entitled to perform work in the United States. The Contractor shall be solely responsible for any audits, fines or other penalties resulting from its failure to fulfill the obligations of this paragraph and shall defend, protect, and hold harmless the Client, to the extent permitted by law, from such audits, fines or penalties described within this Section vi.
- vii. The Client will promptly advise the Contractor in writing of any billing dispute or any other dispute which may arise. The Client and the Contractor will identify and attempt to promptly resolve all disputes through face-to-face meetings between the Client's Fire Chief and the Contractor's manager in charge of this account. If the Parties are unable to resolve the dispute through face-to-face meetings, the Parties agree to submit the dispute to a mediator agreed upon by the Parties or in accordance with the rules of the JAMS, with each Party bearing half of the mediation costs. The Client will pay the undisputed portion of billable transactions as set forth above.
- viii. The Contractor and the Client will promptly furnish to the other Party such reasonable information that such other Party may request to enable each of them to analyze the services and the activities of the other Party and the Personnel involved in the dispute.

#### **Article 9: Limited Remedy.**

This Article solely pertains to the extent of Contractor's Staffing obligations as reflected within Article 5 herein and does not release the Contractor from any other obligations, representations or warranties reflected in the Agreement. The Parties agree that to the extent the Contractor is unable to fulfill its staffing obligations

described in Article 5 herein, the sole remedy to Client for Contractor's inability to provide staffing as stipulated within this Agreement is for the Contractor to either a) not charge or invoice Client in an amount equal to the position or positions for which Contractor was unable to staff or; b) if the services have already been paid for by Client, Contractor shall refund to Client the fee equal to the position or position(s) for which Contractor was unable to provide.

**ARTICLE 10: Limitation of Authority.**

Contractor and its employees shall have the authority to provide services under this Agreement, make and implement day-to-day decisions that are necessary in the performance of its obligations herein, and render directions to all third parties in connection therewith. Notwithstanding anything contained herein to the contrary, in no event shall either Party have the right or authority, express or implied, to commit, bind or obligate the other Party contractually or otherwise to any liability or agreement or to cause the other Party to incur any obligation to any third party.

**ARTICLE 11: Equipment Uniforms and Facilities.**

Client shall supply for all regular and replacement Personnel, uniforms and a complete set of bunker gear for employees working in hazardous areas or conditions. The bunker gear shall meet the minimum requirements of NFPA and OSHA/IDOL. The Contractor's Personnel will be responsible for operating and working with the equipment provided by the Client in a safe and careful manner. The Client will be responsible for all repairs, insurance, maintenance and any other direct or indirect costs of such equipment. The Client shall be solely responsible to provide Contractor's employees with lockers, beds and use of the Client's facilities while on duty so that Contractor's employees shall have ready access to the firefighting and emergency medical services equipment required to perform the Assignment. The uniforms, equipment, facilities and all direct or indirect costs thereof has been taken into account as the consideration set forth in Article 8 was determined.

**ARTICLE 12: Insurance.**

Contractor shall provide:

- a. **Workers Compensation Insurance.** Contractor shall purchase, 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.** Contractor shall purchase, maintain and upon request shall provide evidence that it has secured comprehensive professional liability insurance with a single limit of \$1,000,000.00 (one million dollars) per occurrence, and additional aggregate coverage of at

least \$10,000,000 (ten million dollars).

- c. **Non-Owned, Owned and Hired Automobile Insurance.** Both Contractor and Client shall purchase, maintain and upon request shall provide evidence that they have secured, coverage for Contractor and Contractor's employees for occurrences arising while Contractor's employees are driving Client's vehicles, with a minimum single limit of \$1,000,000 (one million dollars), and additional aggregate coverage of at least \$5,000,000 (five million dollars). Contractor shall not be required to procure and maintain business auto physical damage, collision, and underinsured and uninsured vehicle coverage on vehicles, accessories, and equipment owned by the Client and operated by Contractor's employees.
- d. **Comprehensive General Liability Insurance.** Contractor shall maintain, and upon request shall produce evidence that it has comprehensive general liability insurance, or equivalent coverage, affording the following: contractor'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 \$1,000,000.00 (one million dollars) 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 \$10,000,000 (ten million dollars). Contractor may purchase a single excess policy for both CGL and professional liability coverage, if necessary.
- e. **Crime Insurance.** Contractor must provide Blanket Crime coverage that covers its employees against dishonesty, robbery, burglary, theft, destruction, disappearance as well as other related crime risks to clients/patient property with limits no less than \$500,000.00.
- f. **Contractor's Insurance.** In the event that any claim or suit is brought against the Client and the claim is directly attributable to the fault/negligence of Contractor's employees, Contractor's insurance shall be primary and will defend and indemnify the Client from the claim.
- g. **Client's Insurance.** In the event that any claim or suit is brought against the Contractor and the claim is directly attributable to the fault/negligence of Client's employees, Client shall be primary and will defend and indemnify the Contractor from the claim.
- h. **The Client as Additional Insured.** Contractor shall name the Client, and its officers, agents and employees as additional insureds on all applicable insurance policies. All applicable policies shall contain a provision requiring sixty (60) day advance notice to the Client in the event of cancellation. Before Contractor commences services hereunder, a copy of Contractor's

insurance policy or policies evidencing compliance with the provisions hereof shall be provided to the Client.

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

At all times during the term of the Agreement, and throughout any renewal periods, Contractor will maintain insurance coverage. The Client will 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.

#### **ARTICLE 13: Administration.**

- a. The Client shall be responsible for completing all reports required under federal, state, resource hospital, or local rules and regulations for the provision of Emergency Medical Services and firefighting services. The Contractor 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, Contractor shall have primary responsibility for complying with such request with notice to the Client
- c. The Contractor shall keep original records at the Contractor's principal place of business to allow the Client 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. The Contractor shall maintain the records pertaining to the services rendered upon the behalf of the Client during the term of this Agreement and for a period of not less than seven years following any termination.

**ARTICLE 14: Relationship of the Parties.**

- a. Notwithstanding anything to the contrary in this Agreement or elsewhere, the Contractor is an independent contractor with respect to the Client. There is no agency, employment relationship, partnership, or joint venture between the Contractor, its employees, and the Client and/or the Client's employees. No one connected with the Contractor, except in a writing signed by the chief executive of the Contractor, has any authority to make any binding promises or agreements contrary to the foregoing.
  
- b. Contractor's employees shall be, for all purposes, bona fide employees of Contractor and not of Client. All employment-related costs, benefits and expenses arising out of the relationship between Client and Contractor, 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 Contractor. Contractor's employees shall also be subject to all Personnel policies and regulations applicable to Contractor'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. The client will use its best efforts to provide a safe, healthy and non-discriminatory working environment in compliance with all applicable federal, state and local laws, regulations and ordinances. The Contractor and the Client agree that the Contractor 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. The Contractor, including its employees, shall not be considered, entitled or eligible to participate in any benefits or privileges given or extended by the Client or be deemed an employee of Client 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. The Contractor shall retain the exclusive right to hire, discipline, compensate and terminate its

employees pursuant to the Contractor's policies and procedures and consistent with the terms of this Agreement.

#### **ARTICLE 15: Compliance with Law.**

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. Contractor'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 the Contractor is ineligible for future contracts with the Client 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, the Contractor is given a thirty (30) day period in which to cure any non-compliance or violations, and an opportunity to be heard by the board of trustees of the Client 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 the Contractor. Knowing or repeated false certifications or violations of the requirements of the Drug-free Workplace Act as determined by the Client's Board of Trustees 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 Client pursuant to this Agreement shall be administered in accordance with the Freedom of Information Act. Client shall give Contractor 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).** The Contractor 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, the Contractor 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).

The Client shall not require the Contractor to perform any act which is contrary to the aforesaid and the Contractor 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.

The Contractor warrants that it is properly licensed to provide the Personnel described in this Agreement to the Client under all applicable federal, state, and local laws. The Contractor 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 the Client upon request. For purposes of any defenses or immunities to claims and liabilities to third Parties that the Client and/or its employees may be entitled under applicable laws, the Parties agree that, to the extent permitted by law, the Contractor will be deemed the agent of the Client or standing in the shoes of the Client with respect to such defenses and immunities available to the Client.

#### **ARTICLE 16: 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, and their respective present and former agents, officers, volunteers, 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 offending Party, its agents, officers, and employees while engaged in the performance of duties under this contract 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 other Party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from such 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 the Contractor, Client, 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 Client or Contractor. 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 for its own negligent or intentional conduct.

A Party seeking indemnification under this Article shall provide the indemnifying Party with prompt written notice of any claim, demand, or legal action for which indemnification is sought. Such notice shall include sufficient details to allow the indemnifying Party to evaluate its obligations and prepare a defense. Failure to provide such prompt notice shall not relieve the indemnifying Party of its obligations hereunder except to the extent that such failure materially prejudices the indemnifying Party's ability to defend the claim. The indemnifying Party shall have the right to assume the defense of any claim subject to indemnification hereunder with counsel of its choosing, provided that such counsel is reasonably acceptable to the indemnified Party. The indemnitor may not settle any claim without the Indemnitee's prior written consent if the settlement imposes obligations on the Indemnitee, admits fault, or fails to release the Indemnitee. If the Indemnitor does not assume the defense in a reasonable time, the Indemnitee may do so at the Indemnitor's expense.

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

**ARTICLE 17: Payments to Third Parties.**

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

Without limiting any provision herein, the Contractor further agrees that the Contractor 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.

**ARTICLE 18: 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 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.

**ARTICLE 19: Publicity.**

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

**ARTICLE 20: Non-Solicitation Agreement.**

The Client 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 Contractor's employees placed with the Client to perform like services for the Client for the duration of this Agreement, unless mutually agreed by the Contractor and the

Client.

**ARTICLE 21: 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.

**ARTICLE 22: 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.

**ARTICLE 23: 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.

**Contractor:** David B. Hill, President, CEO  
Metro Paramedic Services, Inc.  
395 West Lake Street  
Elmhurst, Illinois 60126

**Client:** Beecher Fire Protection District  
Attn: Fire Chief Joe Falaschetti  
711 Penfield Street  
Beecher, IL. 60401

**ARTICLE 24: Entire Agreement, Amendment, Waiver, and Use of Subcontractors.**

This Agreement contains the entire agreement and understanding between the Parties in regard to 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.

The Contractor may use sub-contractors to provide the Personnel necessary to its obligations under this Agreement; provided that the Contractor 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 the Contractor nor the Client may assign this Agreement or its obligations without the other Party's prior written consent that shall not be unreasonably withheld, provided that the Contractor may utilize the employees or contractors of third Parties to provide the Client with qualified Personnel without obtaining the prior written consent of the Client. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

#### **ARTICLE 25: 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 law principles. In the event of any dispute between the Parties, the prevailing Party shall be entitled to its reasonable attorney fees and costs.

#### **ARTICLE 26: 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.

**ARTICLE 27: Authority.**

The Contractor represents that this Agreement is executed pursuant to approval of its President, and the Client represents that this Agreement is executed pursuant to resolution of its Board of Trustees.

**ARTICLE 28: 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.

**ARTICLE 29: 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, the Contractor's employees and Personnel shall be considered workforce members, as that term is defined in 45 CFR 160.103, of Client 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 insure 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.

**ARTICLE 30: 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 have executed this Agreement to be effective on the date first stated above this 4<sup>th</sup> day of April, 2025.

**BEECHER FIRE PROTECTION DISTRICT**

Margie Cobb 4.24.25  
As Its District President Date

**METRO PARAMEDIC SERVICES, INC.**

David B. Hill 4.30.25  
David B. Hill, President & CEO Date