

RESOLUTION R-29-05

A RESOLUTION APPROVING EXTENSION OF AN AGREEMENT
BETWEEN THE CITY OF WHEATON, ILLINOIS AND
PARAMEDIC SERVICES OF ILLINOIS, INC.

WHEREAS, there is an agreement between the City of Wheaton, Illinois (hereinafter "City") and Paramedic Services of Illinois, Inc.(hereinafter "PSI"); and

WHEREAS, paragraph 19 of said agreement allows an extension of the agreement so long as the City and PSI agree on costs of services; and

WHEREAS, the City and PSI have agreed on a one year extension of the agreement including a new cost of services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to sign and the City Clerk is hereby directed to attest to that certain Extension of An Agreement Between the City of Wheaton, Illinois, and Paramedic Services of Illinois, Inc. dated May 1, 2005, attached hereto and incorporated herein as fully set forth as group Exhibit A.

ADOPTED this 18th day of April, 2005.

ATTEST:

Emily M. Connolly
City Clerk



Mayor

Ayes:

Roll Call Vote:
Councilman Mouhelis
Councilman Bolds
Councilwoman Corry
Councilman Johnson
Mayor Carr
Councilman Mork

Nays:

None

Absent:

Councilwoman Johnson

Motion Carried Unanimously

4-29-05
CS

EXTENSION OF AN
AGREEMENT BETWEEN THE CITY OF WHEATON, ILLINOIS,
AND PARAMEDIC SERVICES OF ILLINOIS, INC.

THIS AGREEMENT is entered into this 1st day of May 2005, between the CITY OF WHEATON, ILLINOIS ("CITY"), and PARAMEDIC SERVICES OF ILLINOIS, INC., an Illinois corporation ("PSI").

In consideration of the covenants and agreements contained herein, together with good and valuable consideration, the receipt of which is acknowledged, the CITY and PSI agree as follows:

1. OBLIGATIONS OF PSI. PSI shall furnish the City with licensed paramedics so that at all times during each twenty-four (24) hour day for the full term of this Agreement, there are at least six (6) licensed paramedics on duty. Two (2) paramedics shall be stationed at each of the City's three fire stations. The paramedics will be required to work the same shift schedule being utilized by the Wheaton Fire Department; specifically, all paramedics shall work a shift consisting of twenty-four (24) consecutive hours of duty followed by forty-eight (48) consecutive hours off-duty. The shift shall begin at 7:00 a.m. If for any reason the Wheaton Fire Department changes its' shift schedule during the term of this Contract PSI shall work the changed shift schedule.

2. CERTIFICATION OF PARAMEDICS. All paramedics shall be licensed by the State of Illinois and shall be approved to work within the Central DuPage Hospital Mobile Intensive Care System. All paramedics shall continue their professional training and education to meet the aforesaid requirements. Such training and education shall be at the sole expense of PSI and shall not cause on-duty paramedics to be absent from duty within the CITY. All PSI

paramedics assigned to the City by PSI shall be permitted to participate in all in-house continuing education while on duty.

3. QUALIFICATIONS AND EXPERIENCE OF PARAMEDICS. At least one (1) of the two (2) paramedics at each of the fire stations, at all times, shall have a minimum of one (1) year of experience as a licensed paramedic. At least three (3) paramedics assigned to each duty shift shall be an instructor in cardiopulmonary resuscitation. Paramedics assigned to each shift shall be State of Illinois Certified Fire Fighter II according to the criteria established by the Division of Personnel Standards and Education. Proof of level of certification shall be submitted by PSI to the Chief of the Fire Department of the CITY as well as any additional certification levels of achievement. PSI shall, in providing such paramedics, abide by all state and federal laws and regulations designed to prevent discrimination.

4. REPLACEMENT PERSONNEL. In the event of any absence of any paramedic, for any reason, PSI shall provide, at its own expense, a licensed paramedic replacement to fulfill the assigned duties of the regularly scheduled paramedic. In no event shall there ever be less than one (1) paramedic assigned to each fire station who has a minimum of one year of experience as a licensed paramedic. Any part-time (swing paramedic) that PSI intends to utilize, on occasion, shall be previously approved by the Fire Chief or his designee, following the same procedures that are outlined in Paragraph Six (6), Selection of Paramedics, of this Contract. Swing paramedics shall meet all qualification standards that are established for the regularly assigned, full-time contract paramedics.

5. PARAMEDIC COORDINATORS. One (1) of the paramedics assigned to each of the fire stations shall be designated by PSI as an Assistant Paramedic Coordinator. The Assistant Paramedic Coordinator shall be responsible for the coordination and completion of all assigned paramedic work tasks. PSI shall designate one of the eighteen (18) paramedics to serve as a coordinator who shall be responsible for the overseeing of contract paramedic related activities and will serve as a liaison between PSI, the CITY, and the fire department of the CITY. The

R 29-05

Paramedic Coordinator shall have at least five (5) years experience as a paramedic. The Paramedic Coordinator shall also be approved by the Fire Chief.

6. SELECTION OF PARAMEDICS. In the event of any permanent paramedic vacancy, PSI shall furnish the CITY Fire Chief or his designee with resumes of each potential paramedic candidate to serve in the CITY. The number of resumes furnished shall be based on the number of qualified candidates PSI has available. Background checks performed by the CITY shall be done in a reasonably timely manner. The paramedic candidates will be interviewed by the CITY Fire Chief, or his designee, who will inform PSI whether the candidate is satisfactory or unsatisfactory. The Fire Chief or his designee shall not find a candidate unsatisfactory for any reason that is defined by law as illegal discrimination.

Whenever PSI receives notice that any paramedic serving the CITY will be terminating his or her employment with PSI, or will be transferring to another municipality, PSI shall immediately notify the CITY Fire Chief or his designee in writing. Thereafter, PSI shall assign a replacement paramedic pursuant to the foregoing procedures.

7. CHAIN OF COMMAND. Each paramedic shall accept direction from the CITY Fire Chief or from such other officer or officers of the fire department of the CITY as the CITY Fire Chief designates with respect to daily operations except the delivery of emergency medical care or medical care.

Each paramedic shall be subject to, and abide by, all regulations, ordinances, procedures, and codes established and in effect, now or after the effective date of this Contract, by the CITY, the fire department, and the State of Illinois Department of Public Health, Central DuPage Hospital EMS System, or any other entity applicable to the operation of a paramedic program and ambulance service. The CITY Fire Chief or his designee will provide instruction and information to the paramedics serving the CITY as to the nature of requirements of the City and Fire Department.

The Fire Chief of the CITY may request PSI remove any paramedic to no longer serve as a paramedic pursuant to this Contract by giving PSI written notice of the request, provided that

such reason has not been defined by law as illegal discrimination. In the event of discontinued service of a paramedic by PSI, PSI shall select a replacement paramedic pursuant to the procedures recited in Paragraph 6 of this Contract.

8. WAGE AND BENEFITS OBLIGATIONS. Notwithstanding other provisions of this contract, PSI shall be solely responsible for the payment of all wages, FICA withholding, health and life insurance, pension or profit sharing, unemployment insurance, Workmen's Compensation insurance, and any other obligations or benefits required pursuant to state or federal laws to be paid to or on behalf of paramedics provided pursuant to this Contract. The CITY shall have no obligation to such paramedics in regard to any of the items set forth in this paragraph.

9. DUTY ASSIGNMENTS. In addition to the regular paramedic duty assignments, PSI shall provide to the CITY the following services to the CITY through each paramedic during the regular 24 hour work shift or during such other hours as deemed necessary by and as directed by the CITY Fire Chief or his designee:

- A. Written reports pertaining, but not limited to, response statistics, system status reports, and performance monitoring;
- B. Conduct First Responder Medical training classes for members of the CITY fire department, Basic First Aid classes to Police Department personnel and conduct recertification training of existing EMT's, including a 20 hour refresher class by a PSI state-certified instructor;
- C. Conduct an EMT class for the purpose of licensing personnel as state licensed EMT's;
- D. Off-duty paramedic stand-by at special events within the CITY, but not to exceed 250 hours per year;
- E. Conduct CPR recertification classes to members of the CITY fire department and police department personnel;
- F. Provide CPR Instructor recertification classes to department CPR Instructors;
- G. Conduct instructional classes for citizens on the subject of cardiopulmonary resuscitation as directed by the CITY Fire Chief;

H. Conduct blood pressure testing for citizens, as directed by the CITY Fire Chief;

I. Conduct public demonstrations of the mobile intensive care unit, as directed by the CITY Fire Chief;

J. Provide routine maintenance of fire stations and fire department vehicles and any fire-related items;

K. Perform such other duties connected with their professional training, including firefighter duties, as directed by the CITY Fire Chief;

10. **UNIFORMS.** PSI shall furnish and provide each paramedic with sufficient uniforms and fire gear, as specified and directed by the CITY Fire Chief. There shall be no reference to the name of PSI on any clothing or uniforms worn by the paramedics. Cleaning of uniforms of paramedics shall be the responsibility of PSI.

11. **HOUSING.** The CITY shall provide equipped facilities at the Wheaton Fire Stations for the paramedics.

12. **EQUIPMENT AND VEHICLES.** The CITY shall provide three (3) fully equipped (includes all telemetry equipment) mobile intensive care ambulances as specified by the Central DuPage Hospital MIC Systems. All fuel, vehicle maintenance, and vehicle insurance shall be provided and furnished by the CITY. Such insurance shall cover any claims of negligent acts or omissions in the driving of CITY ambulances by PSI employees in furtherance of this Contract, but not judgments or awards based on the intentional, willful or reckless operation of such CITY ambulances by PSI employees. If there is an allegation of willful or reckless conduct against a PSI employee as a result of the operation of a CITY ambulance, the CITY shall tender the defense of the claim to PSI which may elect to defend itself and which shall indemnify the CITY upon a finding of willful or reckless misconduct by a Court or jury.

In the event that the CITY Fire Chief or his designee, after review of the facts, determines that, any of the aforesaid equipment and vehicles are damaged as a result of the negligence and/or intentional misconduct of PSI employees, PSI shall be responsible for repairing the equipment and/or vehicles at its expense. In this event, PSI shall furnish, at its expense, a

substitute vehicle and/or equipment while the CITY vehicle/equipment is not operational. In the event any of the aforesaid equipment and vehicles become non-operational for reasons other than the negligence and/or intentional misconduct of PSI employees, PSI shall use its best efforts to secure, at the sole expense of the CITY, a substitute vehicle and/or equipment while the CITY vehicle/equipment is not operational.

13. RESPONSE TIME. The paramedics shall respond to all calls within their primary coverage area for each respective station in the time frame specified in the Illinois Department of Public Health rules and regulations for emergency medical service. This provision shall not be applicable if the ambulance is not operational or the ambulance is responding to another call. The Fire Chief or his designee will monitor response times on a monthly basis to ensure that response criteria is being met.

14. SERVICE AREA. PSI shall provide all services within the corporate limits of the CITY and areas outside the corporate limits protected by the Wheaton Fire Department as illustrated on Exhibit A, attached and incorporated in this agreement. Additionally, PSI shall provide all services within the corporate limits of any municipality which has entered into a mutual aid agreement with the CITY, when so designated by the CITY Fire Chief.

15. COMPENSATION. The CITY shall pay to PSI for its services rendered the following compensation:

For the time period May 1, 2005 through April 30, 2006, the sum of, Ninety one Thousand, One Hundred Forty Eight and 83/100 Dollars, (\$91,148.83) per month. The monthly fee shall be payable not later than the fifteenth (15th) day of the month following each full month of service.

16. INSURANCE AND INDEMNIFICATION. PSI shall indemnify and hold harmless the CITY from any and all claims, demands, causes of action, suits, judgments, and awards, together with reasonable attorney's fees incurred by the CITY, as a result of any injury to persons or damage to property arising out of any and all acts or omissions performed by PSI employees, and not CITY employees, in furtherance of duties imposed pursuant to this contract,

R-24-05
91

excluding any injury to persons or damage to property which results from a PSI employee performing firefighting services, or which results from the negligent acts or omission in the driving of a CITY ambulance. Judgments or awards arising from intentional, willful or reckless operation of a CITY ambulance, or for punitive damages shall not be so excluded. Pursuant hereto, PSI shall, at all times during the term of this Contract, maintain health and life insurance, unemployment insurance, Workmen's Compensation insurance, and commercial general liability insurance insuring it and its employees for any events or activities described earlier in this paragraph for which PSI is obligated to indemnify the CITY; the commercial general liability insurance shall provide not less than TWO MILLION DOLLARS (\$2,000,000.00) coverage in the aggregate. The malpractice insurance shall not provide less than FIVE MILLION DOLLARS (\$5,000,000.00) in the aggregate. Workmen's Compensation insurance coverage shall be as required by the State of Illinois. The City shall be named as an additional insured on all CDL and professional liability insurance policies. Nothing herein set forth shall be construed to create any obligation on the part of the CITY to indemnify PSI for any claims of negligence against PSI or its agents or employees. Prior to commencement of any work under the Contract PSI shall file with the City the required original certificates of insurance with endorsements, which shall clearly state all of the following:

- A.) The policy number; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of the insured; and
- B.) The project name and address; policy expiration date; and specific coverage amounts; and
- C.) That the City shall receive thirty (30) days written notice prior to cancellation or alterations reducing the policy limits; and

D.) Except for claims related to the operation of vehicles, which shall be controlled by Paragraph 12 of this Contract, PSI's insurance is primary as respects any other valid or collectible insurance that Wheaton may possess, including any self-insured retentions that Wheaton may have; and

E.) Any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with PSI's insurance; and

F.) All insurance carriers providing coverages under this Agreement shall be admitted and authorized to do business in the State of Illinois and shall be rated at least A:X in A.M. Best and Companies Insurance Guide or otherwise acceptable to the City. Insurance policies and certificates issued by non-admitted insurance companies are unacceptable; and

G.) Any deductibles or self-insured retention shall be stated on the certificates of insurance provided to the City.

The City may require increases in PSI insurance coverage amounts over the course of the Contract as it deems necessary so long as it reimburses PSI for the actual increase in PSI's insurance premiums attributable to the City's requested increase.

Where PSI's coverage is primary, PSI shall control the defense to the extent of its insurance limits.

17. STATUS OF INDEPENDENT CONTRACTOR. Both CITY and PSI agree that PSI will act as an Independent Contractor in the performance of its duties under this contract. Accordingly, the Independent Contractor shall be responsible for payment of all taxes, including

R-29-05
93

federal, state, and local taxes arising out of the PSI's activities in accordance with this contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. PSI further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for CITY for any purpose, and that it shall not hold itself out as an agent, employee or servant of CITY under any circumstance for any reason. PSI is not in any way authorized to make any contract, agreement or promise on behalf of CITY, or to create any implied obligation on behalf of CITY, and PSI specifically agrees that it shall not do so. CITY shall have no obligation to provide any compensation or benefits to PSI, except those specifically identified in this Agreement. CITY shall not have authority to control the method or manner by which PSI complies with the terms of the Agreement.

18. PROHIBITED ACTIVITIES. No commercial activities by PSI employees are permitted while PSI employees are on duty. No solicitation of or by PSI employees is permitted while PSI employees are on duty for the CITY.

19. TERM OF AGREEMENT. This agreement shall be effective during the time period May 1, 2005 through April 30, 2006. The CITY shall have the option of renewing this agreement by directing written notice of its intention to renew this agreement to PSI on or before January 1, 2006. Upon exercise of the option to renew, the CITY and PSI shall negotiate the cost for services of PSI. If the CITY and PSI cannot agree on a cost of services of PSI, the CITY may terminate the option to renew without further liability to PSI.

20. NOTICE. All notices required to be given pursuant to this Contract shall be given in writing and shall be either personally delivered to the CITY or PSI or mailed by certified or registered mail, return receipt requested, as follows:

A. Paramedic Services of Illinois, Inc. 9815 W. Lawrence Ave., Schiller Park, Illinois 60176 and;

B. City of Wheaton, Illinois, c/o City Manager with a copy for Fire Chief, 303 West Wesley Street, Wheaton, IL 60187.

21. This Contract may not be assigned or subcontracted by PSI without the consent of the corporate authorities of the City.

22. **COMPLIANCE WITH LAWS.** PSI shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted in the provision of the goods and/or performance of the services required under this Contract.

23. **TERMINATION OF CONTRACT.** If PSI fails to perform according to the terms of this Contract, then the City may terminate this Contract upon seven (7) days written notice to PSI. In the event of a termination, the City shall pay PSI for goods provided and services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to PSI's breach. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; or (iii) served by certified or registered mail, return receipt requested, addressed to the address listed in this agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.

24. **RECOVERY OF COSTS.** In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Contract, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees.

25. **WAIVER.** Any failure of either the City or PSI to strictly enforce any term, right, or condition of this Contract shall not be construed as a waiver of such term, right, or condition.

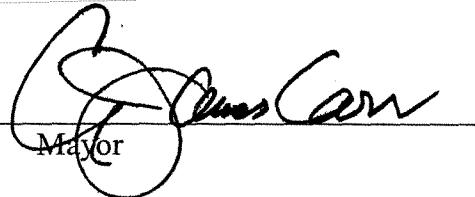
26. **INTEGRATION.** The provisions set forth in this Contract represent the entire agreement between the parties and supersede all prior agreements, contracts, understandings, promises, and representations, oral or written, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. Section and other headings are for

R-298-05
75

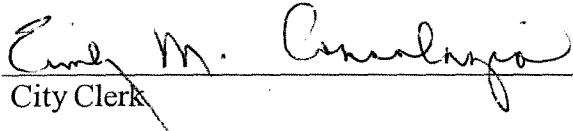
reference purposes only and shall not affect the interpretation or construction of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party.

27. **SEVERABILITY.** If any provision of this Contract is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

CITY OF WHEATON, ILLINOIS

By 
Mayor

ATTEST:


Cindy M. Cervantes
City Clerk

PARAMEDIC SERVICES OF ILLINOIS, INC.,
An Illinois Corporation

By _____

ATTEST: