

AGREEMENT FOR SERVICES BETWEEN GILLESPIE/BENLD
AREA AMBULANCE SERVICE, INC., A NOT FOR PROFIT
CORPORATION, AND THE COUNTY OF MACOUPIN, STATE OF ILLINOIS

This Agreement is executed in duplicate this 5th day of June, 2009, between Gillespie/Benld Area Ambulance Service, Inc., a not for profit corporation, and the County of Macoupin, State of Illinois ("County of Macoupin").

The parties to this Agreement, in consideration of mutual covenants and stipulations set out herein, agree as follows:

Section 1

The County of Macoupin, through the County Board of Macoupin County, Illinois, has heretofore passed an ordinance establishing the Macoupin County Special Service Area No. 1. The services to be provided to Macoupin County Special Service Area No. 1 are emergency ambulance services within that special service area; further, said special service was established for the benefit and welfare of the residents of the area comprising Macoupin County Special Service Area No. 1 as well as the general welfare of Macoupin County. See an Ordinance Establishing Macoupin County Special Service Area No. 1, attached hereto and made a part hereof.

Section 2

For the purpose of this Agreement "emergency ambulance service" shall mean those services required to be performed by an emergency medical services agency pursuant to the Illinois Emergency Medical Systems (EMS) Systems Act (210 ILCS 50/1 et seq.).

Section 3

In consideration for the provision by Gillespie/Benld Area Ambulance Service, Inc. of emergency ambulance service Macoupin County Special Service Area No. 1, the County of Macoupin agrees to pay Gillespie/Benld Area Ambulance Service, Inc. the sum of money as set forth below in Section 5.

Section 4

Gillespie/Benld Area Ambulance Service, Inc., when providing emergency ambulance service to residents and persons within Macoupin County Special Service Area No. 1, agrees to operate within the requirements of the Illinois Emergency Medical Services (EMS) Systems Act (210 ILCS 50/1 et seq.) and the Illinois Vehicle Code (625 ILCS 5), including, but not limited to, properly trained and scheduled personnel and properly equipped and maintained equipment and vehicles.

Section 5

The County of Macoupin agrees that in order to carry out the purposes of this Agreement, it will levy and collect taxes on all real property within Macoupin County Special Service Area No. 1 at the rate of \$0.35 per \$100.00 of equalized assessed valuation in accordance with the provisions of the Ordinance establishing Special Service Area No. 1. Of the foregoing amount, 99% of said levied and collected tax shall be paid to the Gillespie/Benld Area Ambulance Service, Inc. for its performance hereunder, namely, providing emergency ambulance service within Macoupin County Special Service Area No. 1. One percent (1%) of the foregoing levied and collected amount will be retained by the County of Macoupin to defray the administrative expenses associated with this Agreement.

Section 6

The funds received from said tax levy hereinabove described in Section 5, shall, depending on tax collections, be paid to Gillespie/Benld Area Ambulance Service, Inc. in semi-annual installments on or about the 1st day of September and the 1st day of March for taxes collected for the prior year. Said payments will begin on the 1st day of September, 2009 for the taxes collected for the year 2008. Payments are to be made to Gillespie/Benld Area Ambulance Service, Inc., 208 Charles Street, Gillespie, Illinois 62033, in a timely manner subject to the collection of taxes within Special Service Area No. 1.

Section 7

The Gillespie/Benld Area Ambulance Service, Inc. maintains the right to direct all funds received from this Agreement for the purpose of complying with the nature of this Agreement and providing ambulance service to residents and persons within Special Service Area No. 1 served by it, including, but not limited to, the use of equipment, training, maintenance, and other like operating and necessary expenses as they may arise.

Gillespie/Benld Area Ambulance Service, Inc. further reserves the right to charge fees to persons using its emergency medical and ambulance transport services in accordance with its standard fee schedule for such services, however, persons residing in Special Service Area No. 1 will not be required to pay the annual membership fee charged by other persons served by Gillespie/Benld Area Ambulance Service, Inc. outside Special Service Area No. 1 and residents of Special Service Area No. 1 will automatically be considered to be members of the Gillespie/Benld Area Ambulance Service, Inc. program. Gillespie/Benld Area Ambulance Service, Inc. will annually provide a report of its fee schedule for services to residents of Special Service No. 1 served by Gillespie/Benld Area Ambulance Service, Inc. under this Agreement to the Macoupin County Board Emergency Services Committee.

Subject to the availability of space at the Mt. Olive Fire Protection District Fire Station in Mt. Olive, Illinois at a reasonable cost to it, Gillespie/Benld Area Ambulance Service, Inc. agrees to maintain a basic life support (BLS) equipped ambulance at that location during the term of this Agreement and to undertake to staff that unit with personnel available on call or on duty depending on the scheduling needs and personnel availability of the Gillespie/Benld Area

Ambulance Service, Inc. Service from this location is further subject to the approval of the Emergency Medical Services System of which Gillespie/Benld Area Ambulance Service, Inc. is a part, however, it is the intent of the Gillespie/Benld Area Ambulance Service, Inc. to provide service from the Mt. Olive Fire Station.

Section 8

As an express condition of this Agreement, Gillespie/Benld Area Ambulance Service, Inc. shall obtain liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00), for liability in the performance of emergency medical services resulting from actions of Gillespie/Benld Area Ambulance Service, Inc. employees, agents, volunteers, and board members. Said insurance coverage shall name the County of Macoupin as a secondary insured and Gillespie/Benld Area Ambulance Service, Inc. hereby agrees to hold County of Macoupin harmless for any liability resulting from acts done by Gillespie/Benld Area Ambulance Service, Inc. employees, agents, volunteers, and board members.

Section 9

This Agreement shall take effect on July 1, 2009 and shall continue thereafter until terminated in the manner hereinafter provided. Either party may terminate this Agreement by notifying the other party by certified mail or personal delivery at least 180 days before the proposed termination of the Agreement of that party's intention to terminate this Agreement. In the event that Gillespie/Benld Area Ambulance Service, Inc. should terminate this Agreement within three (3) years of its inception, any property (or the equivalent value thereof) or funds which Gillespie/Benld Area Ambulance Service, Inc. receives from the Mt. Olive Area Ambulance Service, Inc. incident to the dissolution of that organization will be returned to Macoupin County. Property distributed by the Mt. Olive Area Ambulance Service, Inc. will have an agreed value placed on it by that service and Gillespie/Benld Area Ambulance Service, Inc. at the time of distribution. Notice of termination will be mailed or delivered as follows:

If to Macoupin County:

Macoupin County Board Emergency Services Committee
c/o Macoupin County Clerk
Carlinville, IL 62626

If to Gillespie/Benld Area Ambulance Service, Inc.:

Gillespie/Benld Area Ambulance Service, Inc.
208 Charles Street
Gillespie, IL 62033

Section 10

Gillespie/Benld Area Ambulance Service, Inc. agrees to make a semi-annual report, in person, to the Emergency Services Committee of the Macoupin County Board. Said report will include, but not be limited to, the number and type of EMS runs and services provided in the

prior 12 month period and the charges assessed and collected for services within Special Service Area No. 1 for that period.

Section 11

This Agreement constitutes the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding, and this contract may not be enlarged, modified, or altered, except in writing signed by the parties and endorsed hereto.

Section 12

Time is of the essence of this Agreement. A waiver of any performance under this Agreement on one or more occasion by a party shall not constitute or be deemed a continuing waiver of that same or any other performance under this Agreement.

Section 13

A finding by a court of competent jurisdiction that any part of this Agreement is invalid or unenforceable shall not affect the remaining provisions of this Agreement.

Section 14

This Agreement and its provisions shall be binding on the parties, their legal representatives, successors, and assigns.

Section 15

This Agreement shall not be assigned by either of the parties without the consent of the other party.

Section 16

This Agreement shall be governed by the law of the State of Illinois, without regard, however, to choice of law principles.

Section 17

The parties agree that the jurisdiction and venue for any dispute arising between the parties under this Agreement shall be in the Circuit Court of Macoupin County, Illinois.

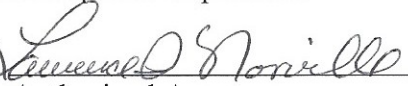
Section 18

The parties agree at all times to exercise good faith in carrying out the terms of this Agreement and to attempt to resolve any dispute by consultation prior to the initiation of litigation or any other dispute resolution proceedings.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first above written.

GILLESPIE/BENLD AREA AMBULANCE
SERVICE, INC.

A not for profit corporation

By: 
Authorized Agent

COUNTY OF MACOUPIN,
ILLINOIS

By: 
Chairman of the County Board

ATTEST: 
County Clerk

STATE OF ILLINOIS)
)
COUNTY OF MACOUPIN) SS.

AN ORDINANCE ESTABLISHING MACOUPIN COUNTY
SPECIAL SERVICE AREA NO. 1

WHEREAS, Section 7(6) of Article VII of the 1970 Constitution of the State of Illinois and Chapter 120, Sections 1301 et seq. of the Illinois Revised Statutes authorize the establishment of special service area in order to provide for governmental services to certain areas within the county and authorize the imposition of a tax to pay for the providing of such special services and the debts incurred therewith;

NOW, THEREFORE BE IT ORDAINED by the County Board of Macoupin County, Illinois, as follows:

1. The County Board of Macoupin County, Illinois, finds as fact the recital set forth above, and further finds as follows:

A. The question of the establishment of an area hereinafter described as Macoupin County Special Service Area No. 1 was considered by the County Board pursuant to an ordinance, adopted February 9, 1988, and was further the subject of a public hearing commenced on April 5, 1988, by the County Board pursuant to notice duly published in the Mt. Olive News Herald, a newspaper of general circulation within the proposed area, all such

publications taking place at least fifteen (15) days prior to the hearing; and pursuant to notice by mail addressed to the person or persons in whose names(s) the general taxes of the last preceding year were paid on each lot, block, tract, or parcel of land, and all taxable property lying within the proposed special service area, and to all registered voters residing within the proposed special service area. Said notice was given by depositing said notice in the United States mail not less than ten (10) days prior to the time set for the public hearing. A certificate of publication of said notices and an affidavit of mailing of said notices are attached hereto as Exhibits A and B, inclusive; and said notices conform in all respects to the requirements of Illinois Revised Statutes, Chapter 120, Section 1305 (1979).

- B. A public hearing on the questions set forth in the notice was held on April 5, 1988. All interested persons were given an opportunity to be heard on the question of the creation of the Macoupin County Special Service Area No. 1, the boundaries thereof, the maximum tax rate to be extended, and the question of issuance of bonds, the amount thereof, the interest rate paid thereon, and the

maximum period for retirement.

- C. After considering the data, as presented at said public hearing, the County Board finds that it is in the public interest that the Macoupin County Special Service Area No. 1, as hereinafter described, be established for the purposes outlined herein.
- D. Said area is compact and continuous.
- E. The services to be provided to said Macoupin County Special Service Area No. 1 are the providing of emergency ambulance service within said area.
- F. The provision of said services of Macoupin County Special Service Area No. 1 will benefit said area specially and promote the welfare of the residents of said area as well as the general welfare of the County.
- G. The financing of said services by the levy and extension of taxes upon all the property within said area is an appropriate manner of providing said services.

2. A special service area to be known as the Macoupin County Special Area No. 1 described as follows, be, and hereby is, established. The legal description of the said Macoupin County Special Service Area is as follows:

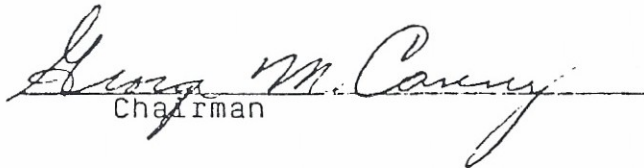
See legal description attached hereto as

Exhibit C.

A map of said area is attached hereto as
Exhibit D.

3. Macoupin County Special Service Area No. 1 is established to provide emergency ambulance service to said area. Said area is also created so that taxes may be levied and extended upon all property within said area at a maximum rate of \$.35 per \$100.00 of equalized assessed valuation.

4. This ordinance shall be in full force and effect as of the 13 day of June, 1988.


Chairman

Attest:


Macoupin County Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF MACOUPIN)

CERTIFICATE OF MAILING

I, JOHN SARACCO, County Clerk of Macoupin County, State of Illinois, do hereby certify that I gave notice of the hearing on April 5, 1988 on the proposed creation of the Macoupin County Special Service Area No. 1 by depositing said notice on the 23rd day of March 1988 in the United States mails addressed to the person or persons in whom the name of the general taxes for the last preceding year were paid on each lot, block, tract, or parcel lying within the Macoupin County Special Service Area No. 1 or in cases in which taxes for the last preceding year were not paid, said notice was mailed on the same date to the person or persons last listed on the tax rolls prior to the year as owners of the property as provided by Section 1305 of Chapter 120 of the Illinois Revised Statutes and to all voters within the Macoupin County Special Service Area No. 1.

I further certify that no written objections were filed with my office during the sixty (60) day period following said public hearing on April 5, 1988.

I also certify that I have published in the Mt. Olive News Herald, a paper of general circulation in the County of Macoupin and State of Illinois, notice of said hearing as provided by statute in Section 1305 of Chapter 120 of the Illinois Revised

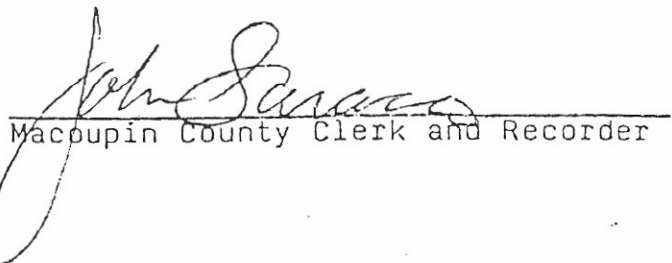
Statutes and said publication was dated the 16 day of MARCH, 1988. See 87-CM-1, Probate Division.

DATED at Carlinville, Illinois, this 13 day of June, 1988.


Macoupin County Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF MACOUPIN)

I, JOHN SARACCO, County Clerk and Recorder in and for said County, State of Illinois, do hereby certify that I am the keeper of the records, files, and seals of Macoupin County and I am by law required to keep and maintain said records and performance of my official duties as County Clerk and Recorder and the foregoing is a true and perfect record and complete copy of the same appearance in the records and files now in this office remaining. In testimony whereof, I have set my hand and affixed the seal of office at my office in Carlinville, Illinois, this 20 day of June, 1988.


Macoupin County Clerk and Recorder

GAL DESCRIPTION OF PROPOSED MT.OLIVE SPECIAL SERVICE DISTRICT

The following described real estate, to-wit:

Commencing at the Northeast corner of Section 24, Township 8 North, Range 6 West of the Third Principal Meridian; being Cahokia Township of Macoupin County, thence proceeding West along the North line of said Section 24 and continuing West along the North line of Section 23 and Section 22 in said Cahokia Township to a point being the Northwest corner of Section 22 of said Cahokia Township;

Thence proceeding South along the West line of Section 22 of Cahokia Township to a point being the Southwest corner of Section 22 of Cahokia Township;

Thence commencing West along the North line of Section 28 of Cahokia Township to a point on said North line being the junction and boundary of the Mt. Olive Community School District of Macoupin County and the Consolidated School District of Deald and Gillespie of Macoupin County being approximately the Northwest Quarter of the East Half of Section 28;

Thence in a Southerly direction and continuing to follow the border between the Mt. Olive Community School District of Macoupin County and the Consolidated School District of Deald and Gillespie of Macoupin County and along said border until a point being the Northwest corner of Section 28 of Cahokia Township being Township 8 North, Range 6 West of the Third Principal Meridian;

Thence South along the West line of Section 28 of Cahokia Township to a point being the Southwest corner of Section 28 of Cahokia Township, being Township 8 North, Range 6 West of the Third Principal Meridian;

Thence continuing South along the West line of Section 33 of Cahokia Township to a point being the Southwest corner of said Section 33 of Cahokia Township, being Township 8 North, Range 6 West of the Third Principal Meridian;

Thence continuing South along the West line of Section 4 of Mt. Olive-Staunton Township of Macoupin County, being Township 7 North, Range 6 West of the Third Principal Meridian to a point being the Southwest corner of said Section 4 of the Mt. Olive-Staunton

Township of Macoupin County;

Thence West along the North line of Section 8 of Mt. Olive-Staunton Township of Macoupin County, being Township 7 North, Range 6 West of the Third Principal Meridian to a point being the Northwest corner of said Section 8 of Mt. Olive-Staunton Township of Macoupin County;

Thence South along the West line of Sections 8 and 17 of the Mt. Olive-Staunton Township of Macoupin County being Township 7 North, Range 6 West of the Third Principal Meridian. Said point being the boundary of the municipality of the Staunton Fire District;

Thence proceeding East along the North line of the municipality of the Staunton Fire District of Sections 17, 16, and 15 of Mt. Olive-Staunton Township to a point being the Northeast boundary of the municipality of the Staunton Fire District within Section 15 of Mt. Olive-Staunton Township, being Township 7 North, Range 6 West of the Third Principal Meridian;

Thence proceeding South along the border of the municipality of the Staunton Fire District in Section 15 and Section 22 of the municipality of the Staunton Fire District to a point where the boundary of the municipality of the Staunton Fire District within Section 22 of Mt. Olive-Staunton Township thereafter proceeds East;

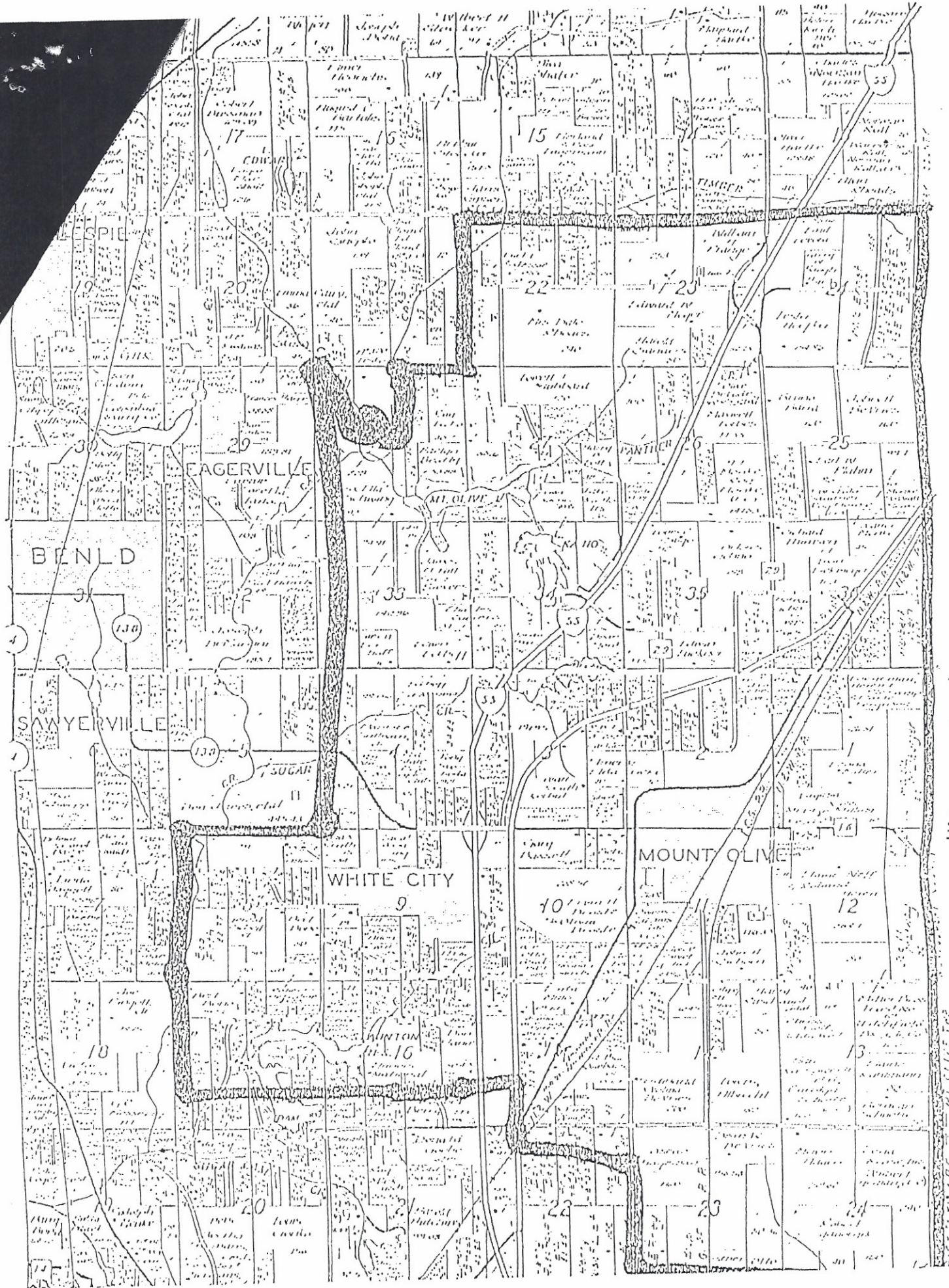
Thence proceeding East on the boundary of the municipality of the Staunton Fire District to a point on the West line of Section 23 of Mt. Olive-Staunton Township. Thence proceeding South on the boundary of the municipality of the Staunton Fire District along the West line of Section 23 to a point being the Southwest boundary of the municipality of the Staunton Fire District in Section 23 of the Mt. Olive-Staunton Township;

Thence proceeding East along the boundary of the municipality of the Staunton Fire District in Sections 23 and 24 of Mt. Olive-Staunton Township being Township 7 North, Range 6 West of the Third Principal Meridian to a point on the East line of Section 24 of Mt. Olive-Staunton Township being the border of Section 24 and Montgomery County;

Thence proceeding North on the boundary between Montgomery County and Macoupin County along the East line of Sections 24, 13, 12 and 1 of the Mt. Olive-

Staunton Township, being Township 7 North, Range 6 West of the Third Principal Meridian to a point being the Northeast corner of Section 1 of said Mt. Olive-Staunton Township, being Township 7 North, Range 6 West of the Third Principal Meridian;

Thence continuing North on the East line of Section 36, 25 and 24 of Cahokia Township, Macoupin County, being Township 8 North, Range 6 West of the Third Principal Meridian, also being the border between Macoupin County and Montgomery County to a point being the Northeast corner of Section 24 of Cahokia Township of Macoupin County being Township 8 North, Range 6 West of the Third Principal Meridian, being the point of beginning of the herein described tract.



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