



AGENDA ITEM # 11A

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
APRIL 26, 2021**

Item Title: **Amendment to Agreement with Metro Paramedic Services, Inc.**

Staff Contact: Mark Bozik, Fire Chief
Jeffrey D. O'Dell, Village Administrator

VILLAGE BOARD ACTION

Adopt a resolution for the Mayor to sign and Village Clerk to attest to an amendment to the agreement for firefighter/paramedic services between the Village of Roselle and Metro Paramedic Services, Inc. (“Metro”).

Executive Summary:

At the direction of the Village Board during its April 12 meeting, Staff met with representatives from Metro to renegotiate certain sections of the current agreement as the result of the Village hiring additional full-time firefighter/paramedics. The attached amendment to the agreement includes the following changes:

- Effective May 1, 2021 reduce contractual paramedics from 9 to 6.
- Effective January 1, 2022 reduce contractual paramedics from 6 to 3.
- Anytime during the term of the contract, the Village can remain with or return to 6 contractual paramedics.
- Effective May 1, 2021 the starting salary of a Metro firefighter/paramedic will be \$53,248.00.
- Effective January 1, 2022 the starting salary of a Metro firefighter/paramedic will be \$58,572.00.
- Effective January 1, 2023 the starting salary of a Metro firefighter/paramedic will be \$61,501.00.
- Year 5 (effective January 1, 2024) reopener to negotiate terms of the last year of the 5-year agreement.
- In the event that Metro is unable to staff a position per the agreement and the position has to be filled by a Village employee, Metro will reimburse the Village at a rate of \$42.15/hour.

The amendment reduces the total annual agreement costs by the following amount:

- Remainder of 2021 from \$535,348 to \$267,674 (8 months)
- 2022 from \$830,246 to \$402,567.20

- 2023 from \$854,420 to \$419,525.20

Implications:

Is this item budgeted? Yes. The amendment to the agreement will reduce the amount currently paid to Metro for contractual paramedic services.

Attachments:

Resolution

Contract Amendment

RESOLUTION NO. 2021-

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND THE VILLAGE CLERK
TO ATTEST TO A FIRST AMENDMENT TO THE AGREEMENT FOR
FIREFIGHTER/PARAMEDIC
SERVICES BETWEEN THE VILLAGE OF ROSELLE AND
METRO PARAMEDIC SERVICES, INC.**

WHEREAS, the corporate authorities of the Village of Roselle have entered into an agreement with Metro Paramedic Services, Inc., 395 W. Lake Street, Elmhurst, Illinois, 60126 for contractual firefighter/paramedic services; and

WHEREAS, both parties have a desire to adjust to the current agreement; and

WHEREAS, both parties have negotiated and agree to the adjustments of the terms to the current agreement; and

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain "First Amendment to Agreement for Firefighter / Paramedic Services" between the Village of Roselle and Metro Paramedic Services, Inc., which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 26th day of April 2021

AYES:

NAYS:

ABSTAIN:

ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

**FIRST AMENDMENT
TO
AGREEMENT TO PROVIDE FIREFIGHTER/PARAMEDIC
SERVICES**

This First Amendment to the Agreement to Provide Firefighter/Paramedic Services dated and entered into and effective May 1, 2021 by and between Metro Paramedic Services, Inc. (“CONTRACTOR”), an Illinois Corporation and the Village of Roselle (“Roselle”, “Village” or “Department”), a Municipal Corporation hereinafter (“EMS Agreement”). Collectively the Contractor and Village shall be referred to as the (“Parties” or “The Parties”):

WITNESSETH:

WHEREAS, Contractor and Village are parties to the EMS Agreement to Provide Firefighter/Paramedic Services January 1, 2020 (“Agreement”) whereby Metro contracted to supply Firefighter/Paramedics to the Village in accordance with the terms of the Agreement and for four years, beginning January 1, 2020 and ending December, 31 2024; and

WHEREAS, the Parties desire to amend Article 2: METRO SERVICES by changing the number of personnel during specified time periods different than those set forth in the EMS Agreement, that Metro shall provide to the Village; and

WHEREAS, the Parties desire to amend Article 32 FEES/PAYMENT to revise the consideration to be paid to Metro due to the change in number of personnel being provided by Metro to the Village; and

WHEREAS, the Parties desire to amend the second paragraph of Article 33 OVERTIME to revise the flat fee/per hour fee paid to Metro if in the event Village requests that Metro personnel work hours in excess of those stipulated in the Agreement; and

NOW, THEREFORE, in accordance with Article 43 of the Agreement and in consideration of the mutual covenants herein contained, the parties hereby amend, restate and reaffirm the Agreement as follows:

Article 2 of the EMS Agreement titled METRO SERVICES is amended by rescinding its first paragraph and replacing it with a new first paragraph of as follows:

***EMT-P/Firefighter II:** Effective May 1, 2021, through December 31, 2021, Metro shall provide Roselle sufficient qualified personnel to ensure that two (2) Metro Firefighter/Paramedics are on shift duty at all times twenty-four hours per day, 7 days per week, 365 days per year. Said services shall consist of six (6) Firefighter/Paramedics, of which all six (6) shall be, at a minimum, certified by the Illinois Department of Public Health as Emergency Medical Technician- Paramedics and by the Illinois State Fire Marshall as Basic Firefighter or Advanced Firefighter. All assigned or replacement Firefighter/Paramedics shall be certified/approved within the Central Du Page Hospital Emergency Medical System or any subsequent EMS system entered into by Roselle. These personnel shall perform paramedic and firefighting duties for the exclusive use of Roselle.*

New Second Paragraph (the current second paragraph shall become the third paragraph and the remaining paragraphs shall follow the numeric sequence): *Effective January 1, 2022, Metro shall provide Roselle sufficient qualified personnel to ensure that one (1) Metro Firefighter/Paramedic is on shift duty at all times twenty-four hours per day, 7 days per week, 365 days per year. Said services shall consist of three (3) Firefighter/Paramedics, of which all three (3) shall be, at a minimum, certified by the Illinois Department of Public Health as Emergency Medical Technician- Paramedics and by the Illinois State Fire Marshall as Basic Firefighter or Advanced Firefighter. All assigned or replacement Firefighter/Paramedics shall be certified/approved within the Central Du Page Hospital Emergency Medical System or any subsequent EMS system entered into by Roselle. These personnel shall perform paramedic and firefighting duties for the exclusive use of Roselle.*

The remaining paragraphs of Article 2 shall remain in full force and effect.

Article 32 FEES/PAYMENT of the EMS Agreement, paragraphs two (2) through five (5), is amended by rescinding paragraphs two (2) through 5 and replacing those paragraphs with new paragraphs two (2) through ten (10) as follows:

YEAR TWO (January 1, 2021 through December 31, 2021): *For the period of January 1, 2021 through April 30, 2021, Roselle will pay Metro the total sum of \$267,674.00 or \$66,918.50 monthly, unless Metro was unable to cover its contractually required shifts, in which case the monthly invoices will be discounted based upon the mutually agreed upon discount Metro applied to Roselle's monthly invoices. Effective May 1, 2021 through December 31, 2021, Roselle will pay Metro the total sum of \$416,173.05 payable in twelve monthly installments of \$34,681.09. The first payment for Year Two shall be due on January 15, 2021 and each subsequent payment shall be due on the fifteenth day of each month.*

YEAR THREE (January 1, 2022 through December 31, 2022): *Roselle will pay Metro the total sum of \$402,567.20 payable in twelve monthly installments of \$33,547.27. The first payment for Year Three shall be due on January 15, 2022 and each subsequent payment shall be due on the fifteenth day of each month.*

YEAR FOUR (January 1, 2023 through December 31, 2023): *Roselle will pay Metro the total sum of \$419,525.20 payable in twelve monthly installments of \$34,960.43. The first payment for Year Four shall be due on January 15, 2024 and each subsequent payment shall be due on the fifteenth day of each month.*

YEAR FIVE (January 1, 2024 through December 31, 2024): *For Year Five, the Parties agree that they shall meet and mutually agree upon the Year Five fee, which shall then require a written amendment to the Agreement and this First Amendment pursuant to Article 43.*

Alternatively, should Roselle request Metro to provide Roselle with sufficient personnel to add three (3) additional Firefighter/Paramedics, Roselle shall compensate Metro the sums identified below in addition to the sums reflected above:

YEAR TWO (January 1, 2021 through December 31, 2021): *Roselle will pay Metro a monthly fee of \$22,016.88. The first payment for Year Two shall be due on January 15, 2021 and each subsequent payment shall be due on the fifteenth day of each month.*

YEAR THREE (January 1, 2022 through December 31, 2022): *Roselle will pay Metro the total sum of \$274,770.65 payable in twelve monthly installments of \$22,897.55. The first payment for Year Three shall be due on January 15, 2022 and each subsequent payment shall be due on the fifteenth day of each month*

YEAR FOUR (January 1, 2023 through December 31, 2023): Roselle will pay Metro the total sum of \$285,761.47 payable in twelve monthly installments of \$23,813.46. The first payment for Year Four shall be due on January 15, 2023 and each subsequent payment shall be due on the fifteenth day of each month.

YEAR FIVE (January 1, 2024 through December 31, 2024): Roselle will pay Metro the total sum of \$297,191.93 payable in twelve monthly installments of \$24,765.99. The first payment for Year Five shall be due on January 15, 2024 and each subsequent payment shall be due on the fifteenth day of each month.

If in the event Contractor is not able to fill its contractual position(s) reflected within the Agreement and this First Amendment, which shall cause the Village to hire back one of its Firefighter/Paramedics on overtime to cover Metro's vacancy, Contractor shall reimburse Village in the amount of \$42.15 per each hour worked by each Village's Firefighter/Paramedic utilized to fill a vacant Metro position.

Article 33 OVERTIME, paragraph 1, is rescinded in its entirety and replaced with the following:

- 1) Roselle and Metro agree, for the purpose of this Agreement, that the yearly fees set forth in Paragraph 32 include a) service by six (6) Paramedic/Firefighters with two (2) Paramedic Firefighters being on duty at all times working shifts of twenty-four hours on, forty-eight hours off for Contract Year 2. However, for Contract Year 3 and subsequent contract years, the Parties agree, for the purpose of this Agreement, that the yearly fees set forth in Paragraph 32 include a) service by three (3) Paramedic/Firefighters with one (1) Paramedic Firefighter being on duty at all times working shifts of twenty-four hours on, forty-eight hours off; b) one (1) liaison/EMS Coordinator working a full-time weekday schedule as determined by the Fire Chief, and c) up to but not exceeding one hundred (100) hours per year, for standby at special events within the Department for the applicable contract year.*
- 2) In the event that Roselle requests that Metro assign Additional personnel or requests assigned personnel work hours in excess of those set forth in 33 (1) (a) and (b), Roselle agrees to pay Metro an additional flat Fee of \$30.00 per hour. Roselle and Metro may negotiate changes in this rate or possible "packaging pricing" for special events. Any such changes must be approved by the Corporate Authorities of the Village of Roselle and memorialized in a written agreement signed by both parties.*

In all other respects the EMS Agreement is restated and reaffirmed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF: the parties have executed this First Amendment to the Agreement to Provide Firefighter/Paramedic Services on the date the last Party executed this Agreement as indicated below.


VILLAGE OF ROSELLE

PRINT NAME: _____

Date _____

TITLE: _____

METRO PARAMEDIC SERVICES, INC.



PRINT NAME: Michael G Tillman

Date 4/21/21

TITLE: Vice President