

**CALL MANAGEMENT AGREEMENT BETWEEN
THE CITY OF PEORIA, IL AND ADVANCED MEDICAL TRANSPORT OF CENTRAL
ILLINOIS**

THIS AGREEMENT is made as of May 24, 2021, 2021, by and between the **CITY OF PEORIA**, an Illinois home rule municipal corporation ("**Peoria**") and **PEORIA HOSPITALS MOBILE MEDICAL SERVICES (D/B/A ADVANCED MEDICAL TRANSPORT OF CENTRAL ILLINOIS) ("**AMT**")**, an Illinois not-for-profit corporation. In consideration of the mutual promises of the Parties hereto made each to the other and other good and valuable consideration, Peoria and AMT hereby agree as follows:

Section 1. Background.

- A. Peoria provides a program called Peoria Cares which offers several ways for citizens to inform the City of non-emergency issues such as graffiti, pot holes or street light issues.
- B. AMT operates a full service telecommunications center at 1718 North Sterling Avenue, Peoria Illinois 61604 (AMT Telecommunication).
- C. Citizens can make reports or place service requests to Peoria Cares through email, the Peoria Cares mobile app or by calling a dedicated phone line. Peoria is seeking to have AMT perform Peoria Cares call answering, service ticket generation and monitoring and other ancillary services as are more fully described in Section 2.A of this Agreement.
- D. Peoria and AMT have determined that it is in the best interests of each party to this Agreement and the quality and scope of public service to have Peoria and AMT to enter into this Agreement for AMT to provide Peoria Cares call answering and ticket management services.

Section 2. Provision of Telecommunication Services by AMT and Corresponding Obligations of Peoria.

- A. Management of Peoria Cares program by Peoria. Peoria shall continue to directly operate the web-based, Peoria Cares system and provide access and upkeep of that system for all methods of citizen input. AMT shall begin providing telecommunication services no later than thirty days after signature by both parties or such earlier date mutually agreed upon in writing by the Parties (the "**Commencement Date**"). The telecommunication services provided by AMT to Peoria shall include without limitation the following:
 - 1. Provide call answering services for the agreed to schedule. Generate and maintain all required documentation and route requests for service to the proper City department. A call log shall be made available to Peoria upon request within a reasonable time period (no greater than seven days) inclusive of response time.
 - 2. Hours of service can be changed by either party with two weeks written notice to the contract liaison identified in Section 12(O).
 - 3. Initial coverage shall be from 8AM to 6PM on non-holiday days, Monday through Friday and on Saturdays from 9AM to 1PM.

4. AMT shall provide training to all AMT employees providing the Telecommunication Service as further described in Section 2 of this Agreement, and other necessary skills.
 5. AMT will create a record for every call through entering a ticket in the system. Even if there is no actionable work for the City (E.g. reference to a non-City agency).
 6. Participate in reasonable periodic reviews of tickets to ensure ongoing quality and usability of documentation used by telecommunicators.
 7. Provide the documents responsive to any subpoenas and/or Freedom of Information Act requests received by Peoria concerning the telecommunication services provided to Peoria. Peoria will be responsible for completing and transmitting final responses to such subpoenas and/or FOIA requests. AMT has no subpoena and/or FOIA obligation beyond providing the requested documents.
 8. Cooperate with Peoria in the event that any litigation arises out of or is related to the services provided under this Agreement, including providing records and making employees available for depositions and testimony in accordance with service of legal process, provided that AMT does not become adverse to Peoria in any such litigation.
- B. Obligations of Peoria. Peoria agrees to perform the following in order to enable AMT to efficiently and properly fulfill its obligations under this Agreement:
1. Provide timely updated telephone lists, procedures, and suggested telephone answering procedures;
 2. Provide timely feedback and updated information in the event that an existing procedure is found to be deficient;
 3. Provide access to and all maintenance of the Peoria Cares system.

Section 3. Determination and Payment of Costs by Peoria.

- A. Fee for Telecommunication Services. Peoria agrees to pay to AMT a fee of Twenty-Five Dollars (\$25.00) per hour of service.
- B. Billing. Each month, AMT will submit an invoice to the City for payment of Telecommunication Services based on the number of service hours provided. Payments will be due 45 days from the date of receipt of such invoice.

Section 4. Insurance.

- A. Coverage Provided. AMT agrees to provide the following insurance coverages for the telecommunicator services:
1. Commercial General Liability;
 2. First Party Property;

3. Business Liability for any equipment used in the provision of the telecommunication services under this Agreement;

4. Workers' Compensation and Employer's Liability for employees of AMT who perform the telecommunication services under this Agreement;

Such coverages shall be in amounts no less than what Peoria maintains for itself in its normal course of business and upon the same terms, provisions and conditions of Peoria's coverage.

B. Hold Harmless and Indemnification.

Notwithstanding any other provision of this Agreement, Peoria shall agree to defend, indemnify and hold AMT, its attorneys, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, which may arising out of, in whole or in part, or in connection with or in consequence of any act or omission or in any way related to the providing of telecommunication services by AMT as set forth in this Agreement, except to the extent any such liability arises out of the negligence or intentional misconduct of AMT, its employees or agents.

C. Coverage by Peoria. Peoria agrees to maintain commercial general liability coverage, workers' compensation and employer's liability coverage for its operations. Upon request, Peoria will provide proof of this insurance to AMT. Any insurance required to be carried by Peoria hereunder shall be primary and not excess to any other coverage carried by AMT in connection with any act or omission on the part of Peoria in the performance of the obligations of Peoria under this Agreement, or any obligation related to the provision of services by Peoria.

Section 5. Promotion of Interaction and Communication.

The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Peoria and AMT. In addition to those matters otherwise addressed in this Agreement, the Parties also wish to establish the following:

A. Access to Information about Service Delivery. Peoria shall have access to records pertaining to the telecommunication services provided to them for the purposes of inspection by any authorized representatives of AMT (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of AMT.

B. Regular Meetings. The parties agree that representatives of each of the Parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the telecommunication services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis, at a minimum of a quarterly basis, to discuss this Agreement and the Telecommunication Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the telecommunication services. and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records.

All calls are entered into the Peoria Cares ticketing system or recorded elsewhere and reported on a monthly basis. AMT shall establish and keep a file and record system for all data relative to the telecommunication services.

Section 7. Dispute Resolution.

A. **Negotiation.** The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30 (thirty) day period (or such longer period to which the Parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. **Continuation of Services and Payments.** During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, AMT and Peoria shall continue to fulfill the terms of this Agreement to the fullest extent possible. AMT shall continue to provide telecommunication services to Peoria as provided by this Agreement. Peoria shall continue to make all payments to AMT for the telecommunication services as provided by this Agreement, including all payments about which there may be a dispute.

C. **Remedies.** Provided that the Parties have met their obligations under Section 7.A., the Parties shall be entitled to pursue such remedies as may be available in law and equity, including without limitation an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Peoria County, Illinois. The requirements of Section 7.A. shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 8. Term; Termination.

A. **Term.** The term of this Agreement shall begin on the Commencement Date and terminate on July 1, 2023 ("**Initial Term**"). There will be two (2) automatic one (1) – year extensions ("**Renewal Term**") available at the discretion of Peoria. At a maximum annual fee of \$75,000. The City must notify in writing ninety days before the end of the Initial term or subsequent renewal term in order to prevent automatic renewal. After the expiration of any Renewal Term, the Parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable.

B. **Termination.** This Agreement may be terminated pursuant to one of the following procedures:

1. By written notice of no fewer than 90 days of either party after termination is duly authorized by the appropriate legislative action or corporate body of one of the Parties for its convenience;
2. By written amendment to this Agreement duly authorized by the appropriate legislative action of Peoria and AMT; or
3. In the event of a material default under this Agreement, and provided that the Parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said ten (10) day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said ten (10) day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.3 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement.

Section 9. Effective Date. The parties agree to start service no later than the Commencement Date.

Section 10. General Provisions.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to Peoria shall be addressed to, and delivered at, the following address:

City of Peoria
 419 Fulton Street
 Peoria, Illinois 61602
 Fax: 309-494-8524
 Attention: City Manager

Notices and communications to AMT shall be addressed to, and delivered at, the following address:

Advanced Medical Transport of Central Illinois
1718 North Sterling Ave
Peoria, Illinois 61604
Phone 800-457-1143
Attention: Todd Baker

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

E. Ownership. Peoria will own the entire Peoria Cares system, unless otherwise agreed to in writing by both parties.

F. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

G. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

H. Severability. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

M. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Peoria and AMT.

O. Each party shall assign a liaison for the contract who will answer questions, provide technical access and support as named below. This will be kept current by each party and may be changed in writing at any time.

City of Peoria – Deborah Roethler – droethler@peoriagov.org
Advanced Medical Transport – Todd Baker – tbaker@amtci.org

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, Peoria and AMT, respectively, have caused this Agreement to be executed by their respective Mayors and attested by their respective Clerks as of the day and year first above written.

City of Peoria

Advanced Medical Transport of Central Illinois

By Rita Ali
Mayor

By [Signature]

Attest Stephanie Jarr
City Clerk

Witness Bethony S. Hurst

318-757.d1.red