



ENGAGEMENT AGREEMENT

This constitutes an agreement to retain *Fitch & Associates, LLC*, 2901 Williamsburg Terrace, Suite G., Platte City, MO 64079-0170 (the "Firm") to provide consulting services for The City of Peoria, IL 419 Fulton, Suite 207 Peoria, Illinois 61602. The scope of the work to be performed by the Firm is outlined in the attached proposal letter dated 26 October 2017.

It is understood that project work will include access to proprietary documents and information and that Client has separately entered into an Agreement with the City of Peoria to also provide data required to complete the assignment. Both parties acknowledge that the Firm represents other medical transportation and government organizations but have not been retained by any other entity related to this project. Fitch & Associates, LLC agrees that confidential information about the Client or its related entities will not be released, except as required by law, without the prior approval of the Client, Firm agrees to execute a Business Associate Agreement as required under federal guidelines in accordance with what is commonly referred to as "HIPAA." The Client agrees that it shall not release any of the Firm's proprietary intellectual property utilized during the process, without written permission.

Professional fees to accomplish the engagement shall be \$50,995. These fees shall be paid as follows:

Fifteen percent (\$7,649.25) is due upon the completion of the first site work.

Twenty-five percent (\$12,748.75) is due upon the draft dispatch report.

Twenty-five percent (\$12,748.75) is due upon the data report.

Twenty-five percent (\$12,748.75) is due upon the draft executive summary.

Ten percent (\$5,099.50) is due upon the final presentation.

Usual and customary travel and related expenses including telephone, printing, and postage are included. Should the Client require extraordinary assistance from the Firm to export the data required for the Geo-spatial Analysis, those services will be provided outside the scope at the Firm's hourly rate identified in the proposal. Invoices are to be paid upon receipt, unpaid balances over 30 days shall be subject to a 1.5% per month interest charge.

Personnel utilized to complete this agreement will be the employees or independent contractors of Fitch & Associates, LLC or its related entities. The Client will be contacted, in advance if possible, should a change of personnel be necessary. The Client agrees not to employ, or offer employment to any of the Firm's personnel, for a period of two years following the conclusion of this agreement without the written permission of the Firm.

In the event the Client determines not to proceed with this agreement during its term, the Firm may retain all sums paid by the Client for any expenses incurred and for work actually performed, but

unpaid by the Client, an hourly rate of \$350. In this event, the Firm would bill for services in this fashion, and upon full payment, other obligations of either party to this agreement shall terminate except for the disclosure of information and solicitation of personnel as stated herein and both parties shall be released from other obligations.

The parties agree to mutually hold the other party harmless for any losses and expenses resulting from any and all third-party claims or litigation arising out of the performance of this agreement.

Schedules outlined in documents are approximate and may be modified by agreement of the parties. The Firm will not be held liable for schedule compliance should the Client request or require schedule adjustments.

If for any reason any portion of this agreement between the parties is in dispute, both parties will make best efforts to resolve the dispute without resorting to litigation. Should litigation be required to resolve any dispute between the parties, the party not prevailing in the dispute will pay reasonable Attorney's fees as part of any settlement.

This agreement constitutes the complete understanding of the parties and modifications shall be made in writing and acceptable to both parties.

for:
CITY OF PEORIA

for:
FITCH & ASSOCIATES, LLC

Patrick Ulrich

6/1/18

Date

Joseph J. Fitch

5/31/2018

Joseph J. Fitch, PhD

Date

Patrick Ulrich

Printed Name