

AMBULANCE SERVICE AGREEMENT
BETWEEN OSWEGO COMMUNITY UNIT SCHOOL DISTRICT NO. 308
AND THE OSWEGO FIRE PROTECTION DISTRICT

This Ambulance Service Agreement (the "Agreement") is made and entered into on this _____ day of _____, 2023 by and between the Oswego Community School District No. 308 (the "School District") and the Oswego Fire Protection District (the "Fire District").

WHEREAS, the Fire District is a municipal corporation formed pursuant to the Fire Protection District Act, 70 ILCS 705/1 et seq., (the "Act") and is organized to promote the health, safety, welfare, and convenience of the public; and

WHEREAS, the Fire District is required by the Act to provide fire protection, rescue, emergency medical and related services to persons and businesses residing or operating within its boundaries; and

WHEREAS, the School District is an Illinois municipal corporation organized and operated pursuant to the Illinois School Code, 105 ILCS 5/1 et seq.; and

WHEREAS, the School District operates two high schools within its jurisdiction, Oswego High School and Oswego East High School; and

WHEREAS, both high schools within the School District host varsity and sophomore football games on School District property; and

WHEREAS, the School District recognizes the benefit of services provided by the Fire District and having its fire and emergency medical personnel and equipment in close proximity to the football games; and

WHEREAS, the School District recognizes that the Fire District will provide a valuable and essential service to the participants and spectators at the football games, and thus, in consideration of these services, the School District hereby agrees to make payments to the Fire District to assist the Fire District in its efforts to deliver high-quality on-site emergency medical services at home football games at Oswego High School and Oswego East High School.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the Oswego Community School District No. 308, and the Oswego Fire Protection District hereby agree as follows:

Section 1: Service and Payment

It is the intention of the Fire District to provide one (1) medical vehicle with two (2) licensed paramedic employees for each home football game. The Fire District shall charge the School District \$60.00 per hour per on-site ambulance personnel available to attend to medical emergencies at School District football games. The Fire District shall bill the School District for reimbursement of on-site personnel costs on a monthly basis

Section 2: Scope of Emergency Coverage

The School District and Fire District agree that the Fire District shall dedicate its medical vehicle and assigned medical personnel to the School District to attend to emergency medical services that may occur on School District property during football games. However, both parties recognize that it may be necessary for the Fire District to utilize the vehicle for other Fire District purposes in the event of a mass casualty or other medical incident which may necessitate the recall of all available ambulances in the Fire District.

The Fire District further retains its right to bill patient users of its ambulance services for any ambulance or emergency medical services provided at School District football games.

Section 3: Amendments

This Agreement may be amended or changed only by the written agreement of the Parties.

Section 4: Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

Section 5: Effective Dates

This Agreement shall become effective upon the last date of the signing of the Agreement by a Party. This Agreement shall last for the 2023 – 2024 school year but may be renewed for additional one-year terms by a subsequent written agreement or amendment of both parties.

Section 6: Canceled Football Games

Performance under this Agreement by the Fire District and the School District shall be contingent upon the scheduled home football games occurring during the 2023-2024 school year. To the extent any scheduled home games are canceled as a result of the pending coronavirus pandemic, the School District shall provide timely notice to the Fire District regarding any such cancellations.

IN WITNESS HEREOF, the Parties have executed this Ambulance Service Agreement as of the day and year first written above.

**OSWEGO COMMUNITY UNIT
SCHOOL DISTRICT NO. 308**

President, Board of Education

ATTEST:

Secretary, Board of Education

**OSWEGO FIRE PROTECTION
DISTRICT**

Roger Long, P.E.
President, Board of Trustees

ATTEST:

Janet W. Fries
Secretary, Board of Trustees