

RESOLUTION NO. 2024-04-014R

**A RESOLUTION GRANTING AN AMBULANCE SERVICE FRANCHISE WITH
ARROW AMBULANCE**

WHEREAS, the City of Urbana, Champaign County, Illinois (the “City”) is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of public health, safety, and welfare; and

WHEREAS, the Urbana City Council heretofore has adopted Urbana City Code Chapter 3.5 to protect the public health, safety, and welfare by regulating ambulance services in the City of Urbana; and

WHEREAS, Section 3.5-30 of the Urbana City Code requires any ambulance service responding to emergency dispatch calls to enter into a franchise agreement with the City that regulates the obligations and responsibilities of the ambulance service provider as it relates to emergency dispatch and operational requirements; and

WHEREAS, the Urbana City Council finds that the best interests of the City of Urbana are served by entering into an exclusive franchise agreement with Arrow Ambulance, LLC for the provision of ambulances services.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

Section 1. An Ambulance Service Franchise Agreement in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. The Mayor of the City of Urbana, Illinois be and the same is hereby authorized to execute and deliver said Agreement on behalf of the City of Urbana, Illinois.

DS



PASSED BY THE CITY COUNCIL this 8th day of April, 2024.

AYES: Wu, Evans, Kolisetty

NAYS: Wilken

ABSTENTIONS: None

DocuSigned by:

Darcy E. Sandefur

FF1B402C2BC6488...
Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this 12th day of April, 2024.

DocuSigned by:

Diane Wolfe Marlin

0FB8B8E5B1B94C5...
Diane Wolfe Marlin, Mayor

AMBULANCE SERVICE FRANCHISE AGREEMENT

THIS AMBULANCE SERVICE FRANCHISE AGREEMENT (the “Agreement”) is entered into this 12th day of April, 2024 (“Effective Date”) by and between the City of Urbana, Champaign County, Illinois, a municipal corporation (“Urbana”), and ARROW AMBULANCE, LLC, a subsidiary of Carle Health Care, Incorporated, an Illinois not-for-profit corporation (“Arrow”).

P R E A M B L E

WHEREAS, Arrow is engaged in the business of providing ambulance service and is necessarily equipped, staffed, licensed, and qualified to provide said service within the limits of Urbana’s service area, as defined below; and

WHEREAS, Urbana is a municipal corporation that has the authority to enter into a franchise agreement for the operation of ambulance services within the corporate limits of Urbana; and

WHEREAS, in an effort to improve the services, response times, and healthcare outcomes of its constituency, Urbana desires to enter into a franchise agreement with Arrow to be the primary provider of ambulance services and respond to emergency and non-emergency medical calls within the service area defined below; and

WHEREAS, Arrow agrees to provide such services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the above-mentioned recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 OBLIGATIONS OF ARROW

- 1.1 Arrow agrees to furnish two (2) dedicated ambulances, stationed as provided in this agreement, staffed by two (2) paramedics, and two (2) emergency medical technicians (“EMTs”) (collectively, “Personnel”) on a twenty-four (24) hours/seven (7) days per week basis within the service area of the Urbana Fire Department, which includes Urbana’s corporate limits, those areas of the University of Illinois Urbana-Champaign (“UIUC”) campus and South Farm within Urbana’s corporate limits, and any other individually contracted properties as mutually agreed upon (“Service Area”). Arrow agrees to respond promptly to all ambulance calls within the limits of the Service Area. Arrow agrees that said ambulances and Personnel shall promptly respond to all dispatches within the Service Area and in mutual aid or other response as required by statute. Arrow agrees that they will receive their primary dispatches at the direction of the Champaign County 911 system (METCAD). Arrow agrees that Arrow Emergency Communications Center may also be utilized secondary to METCAD.
- 1.2 Due to certain Arrow Personnel being assigned to ambulances that will work collaboratively with and around Urbana staff and Urbana property, Arrow agrees that the Personnel proposed to be assigned to those dedicated ambulances shall be screened by a review process by the Fire Chief. At the conclusion of the review process, Arrow agrees not to assign specific Personnel upon request of the Fire Chief.
- 1.3 Arrow agrees that the minimum qualifications for consideration for the Personnel assigned to staff the two dedicated ambulances will be as follows:
 - 1.3.1 - Paramedic: Licensed for a minimum of two years.

- 1.3.2 - EMT: Licensed for a minimum of one year.
- 1.3.3 - Additional Required Training: Hazardous Materials Awareness, Technical Rescue Awareness, Emergency Response to Terrorism Basic Concepts, Traffic Incident Management, and National Incident Management System (NIMS) IS 100, IS 200, and IS 700, or equivalence thereof.
- 1.4 Due to certain Arrow personnel being assigned to ambulances that will work collaboratively with and around Urbana staff and Urbana property, Arrow agrees that the Personnel assigned to the dedicated ambulances according to this Agreement shall comply with operational standards as reasonably determined by the City and the City's workplace codes of conduct. In any event where operational and code of conduct standards vary between Arrow and the City, the Director of Arrow and the Fire Chief shall mutually agree to an acceptable procedure or practice.
- 1.5 Due to certain Arrow personnel being assigned to ambulances, that will work collaboratively with and around Urbana staff and Urbana property Arrow agrees that upon request and after discussion with the Fire Chief, any Personnel assigned to such dedicated ambulances shall be replaced after a replacement is identified or immediately be removed from staffing such Ambulances if an identified significant behavior violation exists.
- 1.6 Should Arrow and Urbana mutually agree to station an ambulance at a Fire Station, or any other Urbana facility, Arrow and Urbana shall enter into a separate Agreement that outlines any additional expectations and responsibilities of the parties. Said Agreement shall be executed by the signatories contained herein.
- 1.7 Arrow agrees that the operations of the ambulance service shall meet current Urbana ambulance franchising guidelines and ordinances, as amended from time to time.
- 1.8 Arrow agrees that the dedicated ambulances and related Personnel will be located within the Service Area at an agreed to location(s). Arrow will provide, when available, backfill with at least one Advanced Life Support ("ALS") unit at a location within the Service Area during such time that another emergency call occurs before the dedicated ambulances are able to return to service.
- 1.9 Arrow agrees that the Personnel assigned according to this agreement may be required to complete basic reports within the Urbana Fire Records Management System for calls within the Service Area that do not warrant a Fire Department response. These reports shall include, but not be limited to, the basic National Fire Incident Reporting System (NFIRS), or its successor.
- 1.10 Arrow agrees that all ambulance emergency operations conducted in Urbana, under the Agreement, will be conducted by ALS qualified paramedics and equipment, as defined in 210 ILCS 50/3.10(a).
- 1.11 Arrow agrees to respond to emergency situations at the request of the Incident Commander of the Urbana Fire Department, such as Hazmat or special situations.
- 1.12 Arrow agrees to maintain radio monitoring, transmitting capabilities, and if desired, to share Automated Vehicle Location (AVL) with the Champaign County 911 Dispatch Center and Urbana Fire Department at all times and to take primary direction and dispatch from the same.
- 1.13 Arrow agrees to provide reports, such as response times, on-scene time, number of responses, and others agreed to by Arrow and Urbana on emergency calls in the Service Area. The format and detail of the report shall be established at the discretion of Arrow. Under no circumstance shall any protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA") be contained in these reports.

- 1.14 Arrow agrees to provide, at no cost to Urbana, all disposable and non-disposable ALS and Basic Life Support (“BLS”) supplies and equipment necessary to provide and maintain Advanced-EMT (“A-EMT”) non-transport services for all fire apparatus under this Agreement. The equipment shall include all equipment in use by the Urbana Fire Department at the time of this Agreement, which may include but not be limited to medications, oxygen equipment, c-collars, 4x4s, trauma supplies, backboards, cervical immobilization devices, splints, and suction devices.
- 1.15 Arrow agrees to provide, directly through Carle Regional EMS (CREMS), at no cost to Urbana, initial EMT-Basic, and A-EMT training, and provide ongoing continuing education and training to maintain licensure.

ARTICLE 2 OBLIGATIONS OF URBANA

- 2.1 Urbana grants Arrow a franchise to operate ambulance services within Urbana’s Service Area.
- 2.2 Urbana agrees that it will not enter into any additional franchise agreements with an ambulance service provider within the Service Area for the duration of this Agreement. Nothing in this contract shall be construed as a limitation on private requests for ambulance service providers that are not responding to an emergency call in the Service Area.
- 2.3 Urbana acknowledges and understands that the ambulances stationed in Urbana may be sent for use in major Emergency Medical Services events or events that would overtax the normally available resources in other parts of Champaign County.

ARTICLE 3 FINANCIAL OBLIGATIONS

- 3.1 There shall be no cost to Urbana for the provision of ambulance services by Arrow in the Service Area. Arrow shall have the sole and exclusive right, authority, and duty to bill and collect reasonable fees from patients for all services rendered by Arrow and shall be entitled to keep and retain all such fees. Charges to the patient for services provided by Arrow will be determined by Arrow.
- 3.2 For the first year of the initial term of this Agreement, Arrow agrees to pay an annual franchise fee of \$82,500 to Urbana. The annual franchise fee shall be increased by 3% a year for each successive year of the initial term of this Agreement and each year of any renewal period. Payment for the annual franchise fee is due within thirty (30) days of the beginning of each contract year.
- 3.3 The amounts to be paid hereunder represent the fair market value as established by arm’s-length negotiations by the parties and have not been determined in any manner that takes into account the volume or value of any potential referrals between the parties. No amount paid hereunder is intended to be, nor will it be construed to be, an inducement or payment for the referral of patients by any party to any other party or their respective affiliates. In addition, the amounts charged hereunder do not include any discount, rebate, kickback, or other reduction in charges, and the amount charged is not intended to be, nor will it be construed to be, an inducement or payment for referral of patients by any party to any other party or their respective affiliates.

ARTICLE 4 TERM

- 4.1 The term of this Agreement shall commence on the Date Services Begins (as defined in Section 4.4) and shall continue for a period of ten (10) years (“Initial Term”). Thereafter, this Agreement shall automatically renew for periods of ten (10) years (each a “Renewal Term”) unless either party provides notice of its intent to not renew the Agreement as follows: a verbal notice of intent to terminate provided

three hundred and sixty-five (365) days in advance followed with a written notice to be delivered no later than one hundred and eighty (180) days prior to the end of the Initial Term and/or then-current Renewal Term. For avoidance of doubt, in the event that a verbal notice is provided but is not followed by a written notice, then this Agreement shall continue in effect as set forth above. Initial Term and each Renewal Term shall be referred to herein as the "Term".

4.2 This Agreement may be terminated as follows:

4.2.1 In the event Urbana and Arrow mutually agree in writing, this Agreement may be terminated on terms and dates stipulated therein.

4.2.2 Either party may terminate for cause if the other party commits a material failure or delay to timely perform any term or provision of this Agreement. Such a failure or delay shall constitute an "event of default" of this Agreement. The party who commits an event of default must, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct, remedy, or deny such event of default. If a such event of default is cured within thirty (30) days, the event of default shall not be deemed as "default" under this Agreement. If a default is not cured within thirty (30) days the event of default shall be deemed a default under this Agreement and the non-defaulting party shall have the right to terminate this Agreement immediately upon notice. Except as herein provided, the parties shall have all remedies available under applicable law.

4.3 Upon termination of this Agreement, no party shall have any further obligations hereunder as to the other party, except obligations accruing prior to the date of termination. Nothing in this clause shall preclude seeking damages from the breaching party.

4.4 Date Service Begins is defined as the date that Arrow starts providing the services outlined in this Agreement and shall in no event be more than six (6) months from the Effective Date.

ARTICLE 5 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Arrow shall maintain, for the term of this Agreement and any renewal period, at its sole cost and expense, the following:

5.1.1 General liability coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for all services rendered pursuant to this Agreement.

5.1.2 Professional liability and abuse and molestation coverage, in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate for all services rendered pursuant to this Agreement.

5.1.3 Auto Liability coverage including owned, non-owned, and hired autos and un/underinsured motorist, with limits not less than one million dollars (\$1,000,000).

5.1.4 Workers' Compensation and Employer's Liability coverage (limits of \$1,000,000/\$1,000,000/\$1,000,000) and include a waiver of subrogation in favor of Urbana.

5.1.5 Employment Practices Liability coverage with limits not less than one million dollars (\$1,000,000).

- 5.1.6 Excess or Umbrella Liability coverage with an amount not less than two million dollars (\$2,000,000) that follows all underlying forms.
 - 5.1.7 City of Urbana is required to be named as additional insured on a primary/non-contributory basis with a waiver of subrogation regarding the coverages required herein.
 - 5.1.8 Arrow shall provide a Certificate of Insurance evidencing such insurance coverage to Urbana within thirty (30) days of execution of this Agreement. Policies are required to be with insurance companies qualified to do business in the State of Illinois and rated A-VIII or better in the current A. M. Best rating guide.
- 5.2 Indemnification. Arrow agrees to defend, indemnify, and hold Urbana harmless from any and all claims made against Urbana relating to or arising from the acts or omissions of the employees or agents of Arrow rendered pursuant to this Agreement, including all court costs, expenses, judgments, and reasonable attorney's fees incurred as a result thereof. Notwithstanding anything to the contrary in this section, Arrow shall not be liable to Urbana for consequential, exemplary, or punitive damages. The indemnification provisions of this section are in addition to, and not in lieu of, any common law rights of contribution existing under the laws of the State of Illinois, which Urbana may have against Arrow or its agents or employees.

ARTICLE 6 GENERAL PROVISIONS

- 6.1 Independent Contractor. It is understood and agreed that each party and its respective directors, officers, employees, agents, representatives, successors, assigns, and subcontractors (collectively referred to as a party's "Representatives") are acting as independent contractors in all respects. Neither party nor its Representatives are employing the other. Neither party nor its Representatives shall at any time be considered employees or servants of the other, nor shall the relationship be one to which the doctrine of "respondent superior" applies. Accordingly, it is understood and agreed that neither party nor its Representatives shall have any claim against the other party for vacation, sick leave, retirement, social security, worker's compensation, disability or unemployment benefits, or other employee-type benefits of any kind.
- 6.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 6.3 Assignment. No party may assign this Agreement, nor any portion of it, without the prior written consent of the other party.
- 6.4 Conflict of Interest. Urbana hereby warrants that there is no conflict of interest between its other contracts and other activities to be performed by Arrow.
- 6.5 Corporate Compliance. Arrow adheres to a corporate compliance program, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. Urbana acknowledges Arrow's commitment to corporate compliance, and the parties agree to conduct its services in accordance with applicable legal authority.
- 6.6 Warranty of Non-Exclusion. Arrow represents and warrants to Urbana that neither it nor any of its officers, directors, employees, nor agents (referenced collectively as "it" in this paragraph) (i) is currently excluded, debarred, or otherwise ineligible to participate in any federal programs, including but not limited to federal healthcare programs as defined in 42 USC §1320a-7b(f) (the "federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services; (iii) has been excluded, debarred or otherwise declared ineligible to

participate in any federal program; and (iv) is under investigation or otherwise aware of any circumstances that may result in being excluded from participation in any federal program. This shall be an ongoing representation and warranty during the term of the Agreement. Arrow shall immediately notify Urbana of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Urbana the right to terminate the Agreement immediately for cause.

- 6.7 Entire Agreement. This Agreement supersedes all previous contracts, agreements, or understandings between the parties with respect to the same subject matter and constitutes the entire agreement between the parties hereto, and Arrow and Urbana shall not be entitled to benefits other than those herein specifically enumerated.
- 6.8 Notices. All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be made in writing by an officer, attorney, or authorized agent of the party and shall be addressed to the other party as follows:

If to Urbana:

Demond Dade
Fire Chief
400 South Vine St.
Urbana, Illinois 61801
Tel: (217) 384-6263

If to Arrow Ambulance, LLC:

Jason Hayes
Interim Director
210 East University Ave.
Champaign, Illinois 61820
Tel: (217) 356-3429

With a copy to:

Carol Mitten
City Administrator
400 South Vine St.
Urbana, Illinois 61801
Tel: (217) 384-2454

With a copy to:

Carle Health
Attn: Legal Services
611 West Park St.
Urbana, Illinois 61801
Legal@carle.com

- 6.9 Execution. This Agreement and any amendments thereto shall be executed in two copies on behalf of Arrow, and Urbana, by an official, or officials, of each, specifically authorized to perform such executions. Each copy shall be deemed an original, but both originals together constitute one and the same instrument.
- 6.10 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois. The venue of any dispute between the parties shall be Champaign County, Illinois.
- 6.11 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matters to be construed in interpreting this Agreement. The parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to both parties hereto and not in favor of or against either party, regardless of which party was generally responsible for the preparation of this Agreement.
- 6.12 Marketing. Urbana shall not use any Carle or Arrow trademarks or its name in any promotional or advertising material unless review and approval of the intended use shall first be obtained from Arrow. Arrow, likewise, shall not use the trademarks or the names of Urbana as being part of their operation other than simply to state that they provide services to Urbana. Arrow agrees to work with

Urbana for the design and branding of the ambulances and uniforms for Personnel assigned according to this Agreement.

- 6.13 Statement of Non-Discrimination. Both parties are committed to providing services to the citizen of Urbana in a manner that is free of discrimination and harassment.
- 6.14 Severability. If any term, covenant, or condition contained in this Agreement is deemed to be invalid, illegal, or unenforceable, then the rights and obligations of the parties hereto shall be construed and enforced with that term, covenant, or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant, or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 6.15 Successors and Assigns. This Agreement shall extend to and be binding upon the heirs, personal representatives, successors, and assigns of the parties. This provision, however, shall not be construed to permit the assignment of this Agreement by any party except as may be permitted hereby.
- 6.16 Survival of Covenants. The terms, covenants, conditions, representations, and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.
- 6.17 Third Party Rights. Except as otherwise expressly stated herein, the parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third-party beneficiaries to this Agreement.
- 6.18 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- 6.19 Compliance with Laws. All parties agree to comply with all laws, statutes, regulations, certification requirements, or enactments of any governmental authority that are applicable to this Agreement. Under no circumstances shall this Agreement be deemed an inducement for referrals or business whatsoever, the sole purpose being to contract for commercially reasonable and necessary services. In the event of a change in the Medicare or Medicaid statutes, regulations, general instructions and their application or any administrative or judicial ruling that would render this Agreement illegal in any manner, either party may, upon written notice, propose an amendment to the Agreement to bring it into compliance. If the parties are unable, within thirty (30) days thereafter, to agree on such amendment or otherwise restructure the relationship to come into compliance in a manner that does not have a material negative impact on one of the parties, then the parties may terminate this Agreement upon thirty (30) days' further written notice.
- 6.20 HIPAA Compliance. Each party agrees that it will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to privacy, security, and electronic transactions, including, without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend this Agreement to conform with any new or revised legislation, rules, and regulations to which either party is subject now or in the future, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that both parties are at all times in conformance with all Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to


meet the requirements in question, or alternatively, (ii) the parties determine in good faith that amendments or alterations to the requirements are not feasible, then the parties may terminate this Agreement upon thirty (30) days' prior written notice.

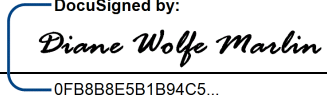
6.21 Force Majeure. Neither party shall be liable to the other for failure to perform its respective obligations under this Agreement if and to the extent that such failure results from causes beyond the non-performing party's reasonable control, including without limitation such causes as strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy, or any regulations, orders or requirements of any duly authorized governmental body or agency and occurs despite the non-performing party's best efforts to avert such failure.

IN WITNESS WHEREOF, the duly authorized officers and representatives of Arrow and Urbana have executed this Agreement below.

ARROW AMBULANCE, LLC

CITY OF URBANA

Signature: 
4F648DD724A14B0...
Name: Allen Rinehart
Title: VP Hospital Operations Carle Foundation Hospital
Date: 4/15/2024 | 6:52:13 AM CDT

Signature: 
0FB8B8E5B1B94C5...
Name: Diane Wolfe Marlin
Title: Mayor
Date: 4/12/2024 | 4:32:11 PM CDT

ATTACHMENT A
INITIAL IMPLEMENTATION AND RESIDENCY AGREEMENT

WHEREAS, Section 1.8 of the Ambulance Services Franchise Agreement between Arrow and Urbana states: “Arrow agrees that the dedicated ambulances and related Personnel will be located within the Service Area at an agreed to location(s). Arrow will provide, when available, backfill with at least one Advanced Life Support (“ALS”) unit at a location within the Service Area during such time that another emergency call occurs before the dedicated ambulances are able to return to service; and

WHEREAS, Arrow and Urbana have contemplated entering into an agreement for the use of a Fire Station for use by Arrow; and

WHEREAS, Urbana is unable to provide the required amount of space until certain station construction and facility improvement projects are completed; and

WHEREAS, Arrow and Urbana wish to continue to explore the feasibility of entering into an agreement for the use of a Fire Station by Arrow.

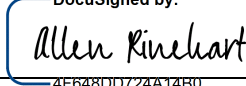
NOW, THEREFORE, in consideration of the conditions contained herein, the above-mentioned recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. From the Date Services begin until the date Urbana Fire Stations 2 and 3 construction is completed, Urbana grants Arrow a temporary waiver of the requirement in Section 1.8 that requires the location of the dedicated ambulances to be within the Service Area, provided that all other provisions of the Agreement and standards set by City ordinance are met.
 - 1.1 Station construction completion shall be evidenced by a certificate of occupancy being issued for both stations.
 - 1.2 Pursuant to Section 1.3 of the Agreement, Arrow shall report no less than bi-weekly for response times metrics, as set forth *in Section 3.5-5.6 Response Times* in City Ordinance.
2. Should Arrow be unable to meet the requirements of this agreement or City Ordinance, with special attention to response times mentioned above, it shall have 90 days to comply with Section 1.8 of the Agreement.

IN WITNESS WHEREOF, the duly authorized officers and representatives of Arrow and Urbana have executed this Agreement below.

ARROW AMBULANCE, LLC

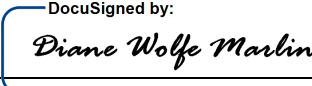
CITY OF URBANA

DocuSigned by:
 Signature: 
4F648DD724A14B0...

Name: Allen Rinehart

Title: VP Hospital Operations Carle Foundation Hospital

Date: 4/15/2024 | 6:52:13 AM CDT

DocuSigned by:
 Signature: 
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Name: Diane Wolfe Marlin

Title: Mayor

Date: 4/12/2024 | 4:32:11 PM CDT