

**RESOLUTION NO. 20-2573**

**VOTE: Passed on an omnibus vote.**

**Voting aye: Trustees Tyrrell, Chen, Fink, John,  
Lewis, Rudolph and President Gallagher.**

**Voting nay: None.**

**DATE: September 28, 2020**

**A RESOLUTION AUTHORIZING AND  
APPROVING THE EXECUTION OF AN  
AGREEMENT ENTITLED "AGREEMENT TO  
PROVIDE PARAMEDIC PERSONNEL", ENTERED  
INTO BETWEEN THE VILLAGE OF WESTERN  
SPRINGS AND PARAMEDIC SERVICES OF  
ILLINOIS, INC. FOR CALENDAR YEARS 2021,  
2022 AND 2023, WITH A RENEWAL OPTION  
FOR YEAR 2024.**

**OTHER: ELECTRONIC MEETING: Mandatory Roll  
Call Vote. President Alice Gallagher, Village  
Manager Ingrid Velkme and Village Attorney  
Michael Jurusik were physically present at  
Village Hall during the Meeting.**

**WHEREAS**, subject to the conditions set forth below, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to approve and execute an agreement entitled "Agreement to Provide Paramedic Personnel" with Paramedic Services of Illinois, Inc. of Itasca, Illinois ("PSI"), for PSI to provide competent, qualified and certified contract paramedic/firefighter personnel to perform paramedic and firefighting duties for the Village of Western Springs's Department of Fire and Emergency Medical Services (the "Department") (the "Agreement") in accordance with the fee schedule and terms, conditions and provisions set forth in the Agreement. A copy of the Agreement is attached hereto as **Exhibit "A"** and made a part hereof; and

**WHEREAS**, PSI desires to approve and enter into the Agreement and provide competent, qualified and certified contract paramedic/firefighter personnel to perform paramedic and firefighting duties for the Department in accordance with the fee schedule and terms, conditions and provisions set forth in the Agreement; and

**WHEREAS**, the Department Director, Patrick Kenny, has favorably recommended that the Village enter into the Agreement with PSI; and

**WHEREAS**, under the Agreement PSI will provide paramedic/firefighter personnel to assist with the staffing of the Department for calendar year 2021 and then calendar years 2022 through 2023 as automatic renewal options by the Village, with an additional renewal option that the Village and PSI may exercise for these services to be delivered by PSI during calendar year 2024. The Village shall pay to PSI the following fees relative to PSI's provision of competent, qualified and certified contract paramedic/firefighter personnel to assist with the staffing of the Department:

- (1) Calendar Year 2021 (Period One): the annual sum of Five Hundred Ninety-Eight Thousand Six Hundred Sixty-Eight Dollars (\$598,668.00)
- (2) Calendar Year 2022 (Period Two - Option): the annual sum of Six Hundred Ten Thousand Six Hundred Forty-Four Dollars (\$610,644.00);
- (3) Calendar Year 2023 (Period Three - Option): the annual sum of Six Hundred Twenty-Two

- Thousand Eight Hundred Sixty Dollars (\$622,860.00);
- (4) Renewal Period Year 2024: the annual sum shall be mutually agreed to by the Village and PSI; and

**WHEREAS**, at a September 2, 2020 public meeting, the Village’s Public Safety and Health Committee (“Committee”) reviewed and discussed the Agreement and received input from the Village staff and the public, and the Committee recommended entering into the Agreement with PSI; and

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs find that it is in the best interests of the Village and its residents, business owners, property owners and the public to authorize the approval and execution of the Agreement. The Village is authorized, under the intergovernmental cooperation powers set forth at Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and Sections 11-5-7, 11-5-7.2 and 8-1-7(b)(4) and 8-1-7(e) of the Illinois Municipal Code (65 ILCS 5/11-5-7 and 11-5-7.2; 5/8-1-7(b)(4) and 5/8-1-7(e)) to approve and enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1.** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**Section 2.** The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of an agreement entitled “AGREEMENT TO PROVIDE PARAMEDIC PERSONNEL” (the “Agreement”), under which PSI will provide paramedic personnel to assist with the staffing of the Village of Western Springs’ Department of Fire and Emergency Medical Services for calendar year 2021 and then calendar years 2022 through 2023 as automatic renewal options by the Village, with an additional renewal option that the Village and PSI may exercise for these services to be delivered by PSI during calendar year 2024. A copy of the Agreement is attached hereto as **Exhibit “A”** and made a part hereof. In addition, the Village Board authorizes and directs the President and Clerk of the Village of Western Springs, or their designees, to execute and submit the Agreement and such other documents as are necessary to fulfill the Village’s obligations under the Agreement. In addition, the Village Board authorizes and directs the President and Clerk of the Village of Western Springs, or their designees, to execute and submit the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill the Village’s obligations under the Agreement.

**Section 3.** All resolutions, or parts of resolutions, in conflict with the provisions of this Resolution, to the extent of such conflict, are repealed.

**Section 4.** This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

**PASSED** by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Meeting thereof, held on the 28th day of September, 2020, and approved by me as President on the same day.

  
\_\_\_\_\_  
Alice F. Gallagher, Village President

**ATTEST:**

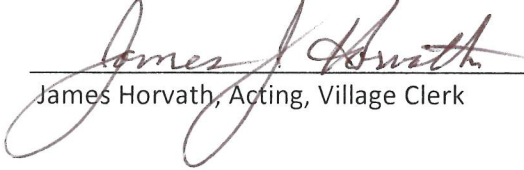
  
\_\_\_\_\_  
James Horvath, Acting, Village Clerk

Exhibit "A"

**"AGREEMENT TO PROVIDE PARAMEDIC PERSONNEL"  
ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND  
PARAMEDIC SERVICES OF ILLINOIS, INC.  
FOR CALENDAR YEARS 2021, 2022 AND 2023  
WITH A RENEWAL OPTION FOR YEAR 2024**

(attached)

## AGREEMENT TO PROVIDE PARAMEDIC PERSONNEL

This Agreement To Provide Paramedic Personnel is made and entered into as of this <sup>13<sup>th</sup></sup> 20 day of September, 2020, by and between the Village of Western Springs, an Illinois non-home rule corporation ("Western Springs"), and Paramedic Services of Illinois, Inc., an Illinois corporation ("PSI") (the "Agreement"). Western Springs and PSI are at times herein referred to individually as a "Party" and collectively as the "Parties".

### WITNESSETH

**WHEREAS**, Western Springs seeks to provide emergency paramedic ambulance service in order to preserve, protect and promote the public health, safety, and general welfare; and

**WHEREAS**, PSI is located at One Pierce Place, Suite 750W, Itasca, Illinois, 60143 and seeks to provide to Western Springs paramedic personnel for emergency paramedic ambulance services and other related services ("EMS") on a time basis under the fee schedule and other terms and conditions set forth below in this Agreement; and

**WHEREAS**, Western Springs desires to engage the services of PSI to provide paramedic personnel on a time basis under the fee schedule and other terms and conditions set forth below in this Agreement; and

**WHEREAS**, Western Springs is authorized to enter into this Agreement pursuant Sections 11-5-7, 11-5-7.2 and 8-1-7(b)(4) and 8-1-7(e) of the Illinois Municipal Code (65 ILCS 5/11-5-7 and 11-5-7.2; 5/8-1-7(b)(4) and 8-1-7(e)) and the intergovernmental cooperation provisions of Article VII, Section 10(a) of the Illinois Constitution of 1970 and Sections 220/1 to 220/9 of the Intergovernmental Cooperation Act (5 ILCS 220/1 to 220/9).

### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Incorporation.** The recitals set forth above are incorporated into and made a part of this Agreement.
2. **Staffing; Certification; Work Schedule.** PSI agrees as follows:
  - A. Staffing; Certification. PSI shall provide six (6) State of Illinois Licensed Paramedics (EMT-P) ("Paramedics") who must have a current Certified Firefighter II certification ("Firefighter")(or the replacement or equivalent certification offered by the Office of the State Fire Marshal) in accordance with the State of Illinois Training Commission guidelines (collectively referred to as "Paramedic" or "Firefighter" or "Paramedic/Firefighter"). These Paramedics shall perform paramedic and firefighting duties exclusively for the Western Springs Department of Fire and Emergency Medical Services ("Fire Department"). During the term of this Agreement, all Paramedics assigned to Western Springs shall have a minimum of one (1) year of ambulance experience at the level of EMT-B or greater (or the replacement or equivalent certification offered by the Office of the State Fire Marshal).
  - B. Work Schedule. Each Paramedic shall work on-duty twenty-four (24) hours followed by forty-eight (48) hours off duty. No less than two (2) Paramedics shall be on duty at all times. Replacement Paramedics shall be made available in the event of illness, injury, vacation,

or other vacancy caused by the absence of the regularly assigned PSI personnel.

3. **Supervision; Direction.** The Paramedics shall operate under the direction of and shall have scheduling approved by the Director of the Fire Department ("Fire Chief") or by any persons designated by him/her. The Paramedics assigned to the Fire Department shall fulfill any and all lawful duties and assignments as directed by the Fire Chief or his/her designated officers.

4. **Scope of Duties.** The Paramedics shall perform the following duties:

A. **Paramedic Duties.** The Paramedics shall have as their primary duty and responsibility the providing of advanced life support pre-hospital medical care to persons within the boundaries of Western Springs and other jurisdictions in conjunction with or on behalf any other authorized agencies for which Western Springs has assumed mutual aid obligations and shall respond to any such calls for emergency medical service. In addition to their regular on-duty assignments, the Paramedics shall provide other services, including, but not limited to demonstrations of the ambulance and equipment, instructing cardiopulmonary-resuscitation classes and basic first aid classes, providing blood pressure screening services as scheduled by Western Springs, providing EMT refresher and continuing education training, and assisting in fire suppression when directed pursuant to Paragraph 3 above. The above services are at times referred to as the "Mobile Intensive Care Program" within this Agreement.

B. **Firefighting Duties.** The Paramedics shall be called upon from time to time to perform the duties of a Firefighter. If not previously certified, all Paramedics assigned to Western Springs shall achieve State of Illinois Firefighter II certification (or the replacement or equivalent certification offered by the Office of the State Fire Marshal) in accordance with the State of Illinois Training Commission guidelines within one hundred and eighty (180) calendar days of their assignment to Western Springs, unless fire academy availability prohibits certification within this time limitation. In such case, the Paramedic shall enroll in the fire academy at the next available enrollment. At the discretion of the Fire Chief, PSI shall replace any Paramedic who lacks Firefighter II certification with a fully qualified replacement. Paramedics assigned to Western Springs shall be informed of this requirement before reporting for duty at Western Springs. Any exception to the above certification requirement must be approved by the Fire Chief.

5. **Training; Continuing Education.** PSI is responsible for the continuing education of PSI employees as designated or mandated by the Good Samaritan Emergency Medical Services System of Mobile Intensive Care or other regulating healthcare system, the Illinois Department of Public Health, or the State of Illinois. Education and training shall not cause on-duty Paramedics assigned to Western Springs to be absent from fulfilling their on-duty responsibilities for Western Springs. Western Springs shall be responsible for the cost, if any, charged by the governing System of Mobile Intensive Care or other healthcare system sponsored and required in-house continuing education.

6. **Employment Status.** This Agreement shall not create a joint venture, partnership or employment relationship between the Parties. PSI, and its employees, are retained under the terms of this Agreement by Western Springs only for the purposes and to the extent set forth in this Agreement and shall deliver the services for the period of time set for in this Agreement. At all times and for all purposes under this Agreement, the Paramedics shall be employees of PSI, not employees of Western Springs, and shall not be joint employees of the Parties. PSI shall pay all Paramedics salaries, overtime

compensation, employment benefits, workers compensation insurance, health insurance, employment taxes and withholdings and other employment obligations. PSI and its employees shall not be considered as having employee status with Western Springs, nor shall Western Springs withhold any sums for the payment of income taxes, or FICA taxes, nor shall PSI, and its employees, be entitled to participate in any health, pension, retirement or other employment benefit plans, arrangements, or distributions offered or provided by Western Springs to the regular employees of Western Springs.

- A. Workers Compensation and Unemployment Insurance. PSI shall have the sole obligation to provide its employees covered under this Agreement with health insurance, to make all payments which may be due under the Workers Compensation Act in order to maintain full coverage at the statutory amounts and to pay all required unemployment insurance payments and to meet any and all other obligations which an employer may have under local, State, or Federal laws. PSI shall provide to Western Springs evidence of current and paid up Workers Compensation coverage for the employees of PSI who are assigned to Western Springs.
- B. Discretionary Judgment. The Paramedics, in their discretion, are free to dispose of such portion of their time, energy and skill during on-day hours and off-day hours when the Paramedics are not obligated to devote time to performing his/her services under this Agreement to Western Springs. Except for the requirements of this Agreement, the Paramedics are separate and independent from Western Springs and they will utilize their knowledge, training and skills to perform the services assigned to them under this Agreement.
- C. Responsibility for Statutory Employment Benefits. In regard to its employees and the services they perform under this Agreement, PSI is responsible for all liabilities and obligations under the Fair Labors Standards Act minimum wage and overtime payments, the Illinois Minimum Wage Law (820 ILCS 105/1 *et seq.*), the Illinois Wage Payment and Collection Act ("IWPCA") (820 ILCS 115/1 *et seq.*), the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Illinois Unemployment Insurance Act (820 ILCS 405/1, *et seq.*) and the Illinois Worker's Compensation Act (820 ILCS 305/1, *et seq.*) and any applicable State and County laws that relate to payment of minimum wages and other employment benefits.

7. **Liaison Paramedic Position.** The senior Paramedic assigned to Western Springs shall be designated a "Liaison Paramedic" whose duties shall include, but are not limited to serving as the Western Springs Fire Department EMS Coordinator, and meeting regularly with the Fire Department Officers to develop and maintain continuity of the EMS program. The Liaison Paramedic shall advise the Fire Chief or his/her designee of any changes or needs which affect the EMS program and shall further advise the Fire Chief or his/her designee of existing or potential conflicts between hospital staff and department personnel. The Liaison Paramedic shall fulfill the duties and assignments and functions of a Paramedic and shall fulfill any additional duties and assignments directed by the Fire Chief, or his/her designee.

8. **Selection and Replacement of Paramedics.** Prior to assignment to full time service to the Fire Department, the Fire Chief, or his/her designate(s), shall reserve the right to interview each Paramedic candidate. A resume of each candidate shall be provided by PSI to the Fire Chief prior to the interview if requested. PSI shall certify in writing to Western Springs that each Paramedic assigned to full time service to Western Springs meets the physical condition and physical agility requirements as required of the specific job duties. The Fire Chief, acting through the Village Manager, shall have the right to select, reject or

terminate any Paramedic from service with Western Springs for any reason (with or without just cause) including but not limited to reasons of incompatibility and non-performance, and PSI shall replace such Paramedic within a reasonable amount of time, as selected by the Fire Chief, in his/her sole discretion.

9. **Insurance.** As part of the indemnification required by this Agreement, but without limiting the same, PSI agrees to carry, during the life of this Agreement, at its expense, professional liability insurance and general liability insurance, including, but not limited to coverage for bodily injury, illness and death, and property damage written on the comprehensive form, in the amount not less than \$6,000,000.00 per occurrence and \$1,000,000.00 for property damage per occurrence. PSI shall furnish evidence of such insurance in the form of Certificates of Insurance, additional insured endorsement issued on ISO CG 20 26 form and general liability policy issued on the ISO CG 00 01 form, that names with respect to the "Village of Western Springs its officials, president, trustees, appointed and elected officials, volunteers, agents, and employees" as additional insureds. Western Springs shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. PSI shall also carry during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish on an annual basis to Western Springs, a Certificate of Insurance evidencing such coverage. PSI's insurance coverage shall be primary to any insurance coverage of Western Springs.

All Certificate(s) of Insurance shall contain the following endorsement:

"Should any of the above-described policies be canceled before the expiration date thereof, notice will be delivered to the Village Manager of the Village of Western Springs in accordance with the policy provisions at least thirty (30) days prior to the cancellation date. ."

In addition, should any of the above-described insurance policies be canceled before the expiration date thereof, PSI is required to provide written notice personally delivered to the Village Manager of Western Springs at least thirty (30) days prior to the cancellation date. In the event of the cancellation of any insurance policy required herein, or upon PSI's failure to procure said insurance, Western Springs shall have the right to terminate this Agreement.

10. **Indemnification.** As a material inducement for Western Springs to enter into this Agreement, PSI agrees to defend, indemnify and hold harmless Western Springs, its officials, president, trustees, appointed and elected officials, volunteers, agents, and employees from and against any and all claims, actions, demands, suits, damages, judgments, settlement amounts, costs, expenses and liabilities of any kind, including the reasonable fees and expenses of any attorneys, expert witnesses and consultants, court costs and fines incurred by them, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with PSI's or any of PSI's employees provision of the paramedic, ambulance and other services under this Agreement or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, judgments, settlement amounts, costs, expenses and liabilities arise from the negligence of Western Springs, its officials, president, trustees, appointed or elected officials, volunteers, agents and employees. This indemnification and hold harmless provision shall not be restricted or limited by any statutory limitation on compensation or benefits payable under any worker's compensation laws in that PSI agrees to assume all responsibility and liability, to the fullest extent permitted by law, and PSI waives any limitation of liability defense based upon any worker's compensation law and the cases decided thereunder for all losses and damages of any kind, including illness, death, property damage, or property loss, sustained on account of PSI's or PSI's employees



provision of the paramedic, ambulance and other services under this Agreement or performance of the terms of this Agreement.

11. **Notice of Potential and Actual Claims and Lawsuits.** In the event of any potential or actual claim, damage, loss or injury of any kind, including death, illness or personal property loss or damage or lawsuit, involving PSI, or any its employees performing services under this Agreement, PSI shall give immediate written notice thereof to the Fire Chief.

12. **Equipment; Uniforms; Gear.** The Parties agree as follows:

A. **Equipment.** The ambulance and all equipment and supplies necessary to the operation of the Mobile Intensive Care Program shall be provided by Western Springs at its sole expense. Such equipment shall meet or exceed standards of the Illinois Department of Transportation, Illinois Department of Public Health, all applicable Federal regulations, and hospitals and MICU systems committed to by Western Springs.

B. **Uniforms; Gear.** Paramedics shall be provided with uniforms and fire protective clothing, as specified by Western Springs, at the sole expense of PSI. No reference shall be made to PSI on any uniform, equipment, or supplies used in performing services for Western Springs under this Agreement.

13. **Use of Image.** PSI, and its employees, understand that they may be photographed, videotaped or recorded by Western Springs, or its employees, agents, contractors, consultants or volunteers, while performing services under this Agreement. PSI, and its employees, agree to the use of any such photos, videos, recordings or film containing his/her/its/their image or likeness for any commercial, educational, governmental, promotional or corporate purpose by Western Springs or any of its employees, agents, contractors, consultants or volunteers and waive any claim for compensation.

14. **Reporting; Billing.** PSI, and its employees, shall cause to be handled all necessary reports as required by Western Springs, the State of Illinois, and any agency of the United States of America, any hospitals, or for any other agency requiring information regarding the operation of the Mobile Intensive Care Unit. Ambulance billing, if any, will be performed by the Paramedics on duty under the direction of the Fire Chief. PSI, and its employees, shall provide any other services necessary to maintain an efficient Western Springs Paramedic program.

15. **Village Insurance.** Western Springs shall be responsible for providing liability insurance coverage for all motor vehicles, equipment and buildings utilized by PSI employees as directed by Western Springs, and shall make certain that PSI is named as additional insured on said policies. PSI assumes no financial liability for the operation of any Western Springs vehicle.

16. **Confidential Information and Client Records.** PSI, and its employees, shall protect the confidentiality of all healthcare and medical information regarding any person who is attended to or served by PSI personnel under this Agreement, and shall comply with all of the Western Springs policies on the release of information about individually protected health care and medical information and with all applicable State and federal laws and regulations protecting the confidentiality of medical records, including, without limitation, the federal Health Insurance Portability and Accountability Act of 1996 and corresponding implementing regulations, each as amended from time to time (collectively, "HIPAA").

17. **Termination; Default; Cure.** Where neither Party is in default under this Agreement, both Parties agree that either Party may terminate this Agreement at any time for any or no reason, without penalty, by giving ninety (90) calendar days written notice thereof.

- A. If either Party is in default under this Agreement, e.g., the Party has failed or refused to perform any of its obligations, or has delayed in the performance of, the services with diligence at a rate that assures completion of the services in full compliance with the requirements of this Agreement, or has otherwise failed, refused or delayed to perform or satisfy the services or any other requirement of this Agreement (“Event of Default”), and fails to cure any such Event of Default within three (3) business days after receipt of written notice of such Event of Default from the other Party, or his/her designee, then the non-defaulting Party shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
- a. Cure. The defaulting Party shall take immediate actions to complete or correct all or any part of the services that are the subject of the Event of Default, and to take any or all other action necessary to comply with its obligations under this Agreement.
  - b. Termination of Agreement by Western Springs. This Agreement may be immediately terminated by Western Springs without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination, if PSI fails to cure any Event of Default within the cure period. Upon termination, Western Springs agrees to pay the portion of the monthly fee, prorated on a daily basis, for each calendar day that PSI performed services in accordance with this Agreement through the date of termination, subject to the withholding provision set forth at subsection c. below.
  - c. Withholding of Payment by Western Springs. Western Springs may withhold from any payment, whether or not previously approved, or may recover from the PSI, any and all costs, including attorneys’ fees and administrative expenses, incurred by Western Springs as the result of any Event of Default by the Western Springs or as a result of actions taken by the Western Springs in response to any Event of Default by PSI (e.g., hiring replacement paramedics if PSI fails to provide replacements in a timely manner).

18. **Cooperation; Execution of Documents.** PSI and Western Springs agree to cooperate with each other in the performance of this Agreement, including each Party agreeing at any time, and from time to time, to execute and deliver any and all documents reasonably requested by the other Party to carry out the intent of this Agreement.

19. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this Agreement. Any modification, amendment, or change shall be in writing and approved by the corporate authorities of Western Springs and PSI.

20. **Effective Date; Binding Effect.** The “Effective Date” of this Agreement shall be the date of execution by the last signatory. This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. Each of the signatories to this Agreement are the duly authorized representatives of their respective corporate entity and each such person has

signed this Agreement pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a Resolution (in Western Springs' case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office, heirs, representatives, and assigns.

21. **Notice.** Unless the delivery method is specified in the Agreement above, all notices under this Agreement may be sent via U.S. mail, postage prepaid, or sent via registered or certified mail, return receipt requested, or sent via a nationally recognized and receipted overnight courier service, or sent via messenger service, or sent via electronic delivery (email) or faxed to the other Party at the addresses and contact information set forth below, effective upon delivery (or upon attempted delivery or verification of faxed transmission).

- (a) **IF INTENDED FOR WESTERN SPRINGS:**  
Director of Fire and Emergency Medical Services  
Western Springs Fire Department  
4353 Wolf Road  
Western Springs, Illinois 60558
  
- (b) **IF INTENDED FOR PARAMEDIC SERVICES of ILLINOIS, INC.:**  
Paramedic Services of Illinois, Inc.  
Larry A. Robbins  
One Pierce Place, Suite 750W  
Itasca, Illinois 60143

or to such other addresses as designated in writing by the Parties from time to time.

22. **Severability.** If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties.

23. **Applicable Law; Venue.** This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to be in personam jurisdiction of said Court for any such action or proceeding.

24. **Corporate Status of PSI.** Upon Western Springs' request, PSI shall furnish to Western Springs a certificate of good standing and an annual report on the Illinois Secretary of State forms.

25. **Term; Fee Schedule.** The above services shall be provided for consideration as follows:

- A. **Period One.** Period One shall begin January 1, 2021 and end December 31, 2021 for the

sum of Five Hundred Ninety-Eight Thousand Six Hundred Sixty-Eight Dollars (\$598,668.00) paid in twelve equal monthly installments payable on the last day of each and every month, beginning with the month service first begins. The commencement and completion of Period One is subject to the termination provision within this Agreement.

- B. Period Two (Renewal Option by Village). Unless written notice of non-renewal is provided by the Village to PSI on or before September 1, 2021, Period Two shall begin January 1, 2022 and end December 31, 2022 for the sum of Six Hundred Ten Thousand Six Hundred Forty-Four Dollars (\$610,644.00) paid in twelve equal monthly installments payable on the last day of each and every month, beginning with the month service first begins. The commencement and completion of Period Two is subject to the termination provision within this Agreement.
- C. Period Three (Renewal Option by Village). Unless written notice of non-renewal is provided by the Village to PSI on or before September 1, 2022, Period Three shall begin January 1, 2023 and end December 31, 2023 for the sum of Six Hundred Twenty-Two Thousand Eight Hundred Sixty Dollars (\$622,860.00) paid in twelve equal monthly installments payable on the last day of each and every month, beginning with the month service first begins. The commencement and completion of Period Three is subject to the termination provision within this Agreement.
- D. Renewal Period. Western Springs and PSI have the option to mutually agree to renew this Agreement for the period of January 1, 2024 through December 31, 2024. PSI's yearly compensation for services rendered for each year will be evaluated and adjusted to a mutually agreed upon rate, based upon the Western Springs's budget and the cost of PSI's employee salaries, benefits and operational costs. The commencement and completion of the Renewal Period is subject to the termination provision within this Agreement.

26. **Notification of Wage Adjustment.** PSI agrees to notify the Fire Chief in writing whenever a PSI employee receives a wage rate adjustment so Western Springs can adjust the employee's POC wage rate.

27. **Sale of PSI; Termination.** Western Springs is entering into this Agreement with PSI, an Illinois Corporation, based upon the individual representations and assurances of PSI's individual shareholders and officers that they will cause PSI to perform under this Agreement. If, during the life of this Agreement, the individual or individuals who now own and operate PSI sell and part of the business, or their shares of stock of PSI, this Agreement shall, at the sole option of Western Springs, terminate without penalty unless prior approval of sale to the purchasers by Western Springs shall be obtained.

28. **Execution.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

29. **Assignment.** This Agreement shall be binding upon shall inure to the benefits of the Parties hereto. This Agreement shall not be assigned or sublet by PSI without the written consent of Western Springs. If there is an assignment or subletting, Western Springs may immediately terminate this Agreement without penalty.

30. **Compliance With Laws.** PSI and its employees shall comply with all State and Federal laws, rules and regulations of the Illinois Department of Public Health, the codes, ordinances, policies, rules and regulations of the Western Springs Fire Department and of Western Springs and regulations of the Good Samaritan Emergency Medical Services System of Mobile Intensive Care or any other similar health care system which the Fire Department has been designated to or chooses to operate under. In addition, PSI and Western Springs certify as follows:

- A. Certification. Each Party and its officers, corporate authorities, employees and agents are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has either of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
  
- B. Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Drug Free Work Place Act, the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, but only to the extent applicable, the Illinois Prevailing Wage Act (see clarifying legislation at Public Act 96-0058), but only to the extent applicable, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). If applicable, each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. If applicable, each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750:

Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Admin. Code 750.160).

- C. Conflict of Interest. Each Party represents and certifies that, to the best of their own respective knowledge: (1) no employee or agent of Western Springs is interested in the business of the other Party or this Agreement; (2) as of the date of this Agreement, neither Party nor any person employed or associated with either Party has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Party nor any person employed by or associated with either Party shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- D. Illinois Freedom of Information Act. The Parties agree to cooperate in good faith to respond to any Freedom of Information Act request (5 ILCS 140/1 *et seq.*) ("FOIA") filed in regard to this Agreement. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2).) Consequently, the Parties must maintain and make available to the other Party, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) ("LRA") and the FOIA. To facilitate a response to a FOIA request, each Party agrees to provide all requested public records in compliance with FOIA, which currently provides that a public body must comply with the request within five (5) business days of a request being made by the requesting Party, barring any extensions. To the extent that any exceptions available under the FOIA apply to any requested public records that would eliminate the requirement that the records be turned over to the requestor or that require certain portions of the records be redacted prior to turning the records over to the requestor, the Parties agree to cooperate in considering the application of such exception(s) to the FOIA request, but Western Springs, in its sole discretion, retains final authority to assert any FOIA exception(s) to the FOIA request, including the decision to withhold or redact any requested record(s).

**IN WITNESS WHEREOF**, the Village of Western Springs President and Village Clerk have signed this Agreement pursuant to the authority given by the Board of Trustees of the Village of Western Springs by the passage of a Resolution at a public meeting, and the authorized corporate officer and corporate secretary of Paramedic Services of Illinois, Inc. have signed this Agreement on the \_\_\_ day of September, 2020.

**Village of Western Springs**  
an Illinois Municipal Corporation

By: Alice Bullough  
Village President

Date: Sept. 30, 2020.

Attest:  
450818\_3

**Paramedic Services of Illinois, Inc.**  
an Illinois Corporation

By: Luz A. P. [Signature]  
Authorized Corporate Officer

Date: 9-30, 2020.

Attest:

By: James J. Krath  
Village Clerk  
Date: Oct. 1, 2020.

By: Cynthia M. DiSilvestro  
Secretary  
Date: 9-3-, 2020.

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF C O O K    )

**CLERK'S CERTIFICATE**

I, James Horvath, Acting Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

**RESOLUTION NO. 20-2573**

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN AGREEMENT ENTITLED "AGREEMENT TO PROVIDE PARAMEDIC PERSONNEL", ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND PARAMEDIC SERVICES OF ILLINOIS, INC. FOR CALENDAR YEARS 2021, 2022 AND 2023, WITH A RENEWAL OPTION FOR YEAR 2024**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a special meeting held on the 28th day of September, 2020, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 28th day of September, 2020.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

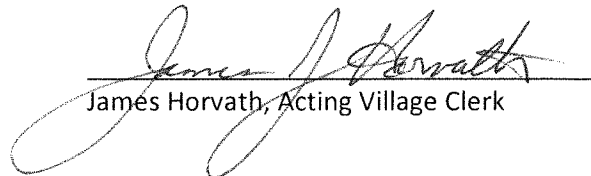
**AYES: Trustees Tyrrell, Chen, Fink, John, Lewis, Rudolph and President Gallagher.**

**NAYS: None.**

**ABSENT: None.**

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 28th day of September, 2020.

  
James Horvath, Acting Village Clerk