

VILLAGE PRESIDENT
Jesal Patel

VILLAGE CLERK
Beryl Herman

VILLAGE MANAGER
Anne Marie Gaura



TRUSTEES
Jean Ikezoe-Halevi
Grace Diaz Herrera
Craig L. Klatzco
Christopher M. Martel
Mohammed Saleem
Atour Toma Sargon

VILLAGE OF LINCOLNWOOD

DENIAL OF REQUEST FOR PUBLIC RECORDS

To: Muckrock News
Dept MR 124366
411A Highland Ave
Somerville MA 02144-2516

On February 10, 2022, the Village of Lincolnwood received your written request for inspection, copying, or certification of certain Village public records ("Your Request").

1. Denial of Request

Your Request is hereby denied in its entirety. The reason(s) for denial are stated in Paragraph 5 below.

Your Request has been denied in part. The records for which Your Request is denied are identified below. (The records for which Your Request is approved are identified in the enclosed Notice of Approval.)

Your Request is denied as to the following records (the "Specified Records"):

Copies of any and all contracts, or their agreements between the Village and any attorneys the Village currently employs or contracts with to perform work on behalf of the Village. Robbins, Salomon & Patt, LTD.(Could not locate)

2. Responsible Official

The Village's Freedom of Information Officer is the official responsible for this denial.

3. Notice of the Right to Review by Illinois Attorney General

You have the right to file a request for review of Your Request and this Notice of Denial by the Public Access Counselor of the Office of the Illinois Attorney General. The Public Access Counselor may be contacted at 500 South 2nd Street, Springfield, Illinois 62706, or by telephone at (217) 558-0486.

4. Notice of Right to Judicial Review

Under Section 11 of the Illinois Freedom of Information Act, 5 ILCS 140/11, you have the right to seek judicial review of this denial. The Village cannot advise or represent you in this matter. You should consult your own legal counsel.



TREE CITY USA

VILLAGE OFFICES • 6900 N. LINCOLN AVENUE • LINCOLNWOOD, ILLINOIS 60712 • 847-673-1540 • FAX: 847-673-9382
WWW.LINCOLNWOODIL.ORG



5. Justification for Denial

Your Request is being denied with respect to the Specified Records because the Specified Records are exempt from disclosure pursuant to the Illinois Freedom of Information Act for the following reason or reasons (references are to sections of the Act):

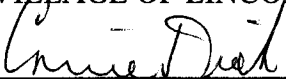
The Specified Records are private information. § 2(c-5), § 7(1)(b)

Disclosure of the Specified Records would constitute a clearly unwarranted invasion of personal privacy. § 1, § 7(1)(c)

Dated: February 15, 2022

VILLAGE OF LINCOLNWOOD

By:


Freedom of Information Officer

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

PROOF OF SERVICE

I, Carrie Dick, being duly sworn on oath, state that on this 15 day of February, 2022, on or about the hour of 5:00 p.m., I personally delivered or mailed the foregoing document entitled “**NOTICE OF PARTIAL DENIAL OF REQUEST FOR PUBLIC RECORDS**” by:

- ___ Personally handing it to the person to whom it is addressed.
- ___ Delivering it to the property located at:

- ___ Placing it in an envelope addressed to the person to whom it is addressed at the address to which it is addressed and depositing said envelope, with proper postage affixed, in the United States post office or mail box located at:
 6900 N Lincoln Ave.

- X Sending it via electronic mail to the email address, 124366-02118209@requests.muckrock.com which was provided by the Requester.

Signed: Carrie Dick

Subscribed and sworn to before me this
___ day of ___, 20__.

NOTARY PUBLIC

VILLAGE PRESIDENT
Jesal Patel

VILLAGE CLERK
Beryl Herman

VILLAGE MANAGER
Anne Marie Gaura



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VILLAGE OF LINCOLNWOOD

NOTICE OF APPROVAL OF REQUEST FOR PUBLIC RECORDS

To: Muckrock News
Dept MR 124366
411A Highland Ave
Somerville MA 02144-2516

On February 10, 2022 the Village of Lincolnwood received your written request for the inspection, copying, or certification of certain Village public records ("Your Request").

1. Decision on Request

Your Request is hereby approved in its entirety.

Your Request is approved in part and denied in part. Those records for which your Request is approved are identified in Section 2 below. Those records for which your Request is denied are identified in the enclosed Notice of Denial(s).

2. Availability of Records

Your Request is approved for the following public records (the "Specified Records"):

Copy of the most current contract by and between Paramedic Services of Illinois (PSI) and the Village of Lincolnwood IL

Subject to payment of any required fees or postage costs pursuant to Sections 4 and 5 below, copies of the following public records will be:

Made available for your inspection at the Village Hall as indicated in Section 3 below.

Made available for pick up by you at the Village Hall as indicated in Section 3 below.

Mailed to you at the address you provided in Your Request.

Sent to you via electronic mail at the email address you provided in Your Request.



TREE CITY USA



3. Appointment for Inspection or Pick-up

The Specified Records will be made available for inspection or pick-up at the Lincolnwood Village Hall, 6900 N Lincoln Ave. You must call the Freedom of Information Officer at the Village Hall at (847)745-4717 to schedule an appointment for inspection or pick up of the Specified Records.

___ If, within five Business Days after the date of this Notice of Approval, you have not made an appointment to inspect or pick up the Specified Records, then the Specified Records will be re-filed and will be made available to you only upon the filing of a new Request for records.

___ Pursuant to Sections 2(c-10) and 3.1 of the Illinois Freedom of Information Act, 5 ILCS 140/2(c-10) and 140/3.1, the Village has determined that Your Request is a request made for commercial purposes; or pursuant to Sections 2(g) and 3.2 of the Act, 5 ILCS 140/2(g) and 140/3.2, the Village has determined that you are a recurrent requester. The Specified Records will be available for inspection or pick-up on or after June 7, 2019 (the "Availability Date"). If, within five Business Days after the Availability Date, you have not made an appointment to inspect or pick up the Specified Records on or before the fifth Business Day after the Availability Date, then the Specified Records will be re-filed and will be made available to you only upon the filing of a new Request for records.

4. Copying and Certification Fees

No copies or certified copies of the Specified Records will be provided to you until the following applicable fees have been paid. Fees must be paid in cash, by cashier's or certified check, or by money order.

8½ x 11 or 8½ x 14 Black and White Copy Cost:

First 50 Pages: Free
Additional Pages: \$ _____ (_____ sides at \$ _____ per side)
Certification Cost: \$ _____ (_____ documents at \$1.00 each)
Reproduction of Electronic Medium Cost: \$ _____
Outside Vendor Cost: \$ _____ (see attached invoice)
Other Actual Reproduction Cost: \$ _____ (see attached invoice)
Cost as Fixed by Statute: \$ 00 (Per IL State Statute)
Search and Personnel Costs:
(for commercial requestor only) \$ _____
Total Fee: \$ 00

The following provisions marked with an "x" apply to your request:

- ___ Your fees have been paid in full.
- ___ Your request for a fee waiver or reduction has been approved in the following amount:
\$ _____
- ___ Your request for a fee waiver or reduction has been denied.
- ___ You have previously deposited the following amount: \$ _____
- X A balance is now due in the following amount: \$ 00

5. Mailing of Records

- Your request that the Village mail the Specified Records to you has been denied on the basis that you have not shown that it would be unduly burdensome for you to arrange to pick up the Specified Records.

- Your request that the Village mail the Specified Records to you has been approved. However, before the Village will mail the Specified Records, you must pay the balance, if any, indicated in Section 4 above and the following additional amount to cover the cost of postage: \$..

Dated: February 15, 2022

VILLAGE OF LINCOLNWOOD

By: *Christie Dush*
Freedom of Information Officer

STATE OF ILLINOIS)
)
COUNTY OF _____)

 SS.

PROOF OF SERVICE

I, Carrie Dick, being duly sworn on oath, state that on this 15 day of February, 2022, on or about the hour of 5:00 p.m., I personally delivered or mailed the foregoing document entitled "NOTICE OF PARTIAL APPROVAL OF REQUEST FOR PUBLIC RECORDS" by:

- Personally handing it to the person to whom it is addressed.
- Delivering it to the property located at:
- Placing it in an envelope addressed to the person to whom it is addressed at the address to which it is addressed and depositing said envelope, with proper postage affixed, in the United States post office or mail box located at:
 6900 N Lincoln Ave
- Sending it via electronic mail to the email address 124366-02118209@requests.muckrock.com, which was provided by the Requester.

Signed: Carrie Dick

Subscribed and sworn to before me this
____ day of _____, 20__.

NOTARY PUBLIC

AGREEMENT FOR FIRE PROTECTION
AND EMERGENCY MEDICAL SERVICES

1. Parties:The parties to this agreement are the VILLAGE OF LINCOLNWOOD, ILLINOIS (hereinafter referred to as the "Village"), a municipal corporation, and PARAMEDIC SERVICES OF ILLINOIS, INC., (hereinafter referred to as "PSI").
2. Understanding of the Parties: It is understood by the parties that the Village desires to provide fire protection and emergency medical service, including, but not limited to, such services as are required for fire suppression, fire prevention and a hazardous materials incident, to all persons and property within the Village and other areas as determined by the Village. It is understood by the parties that the village desires to provide these services by entering into an agreement with PSI whereby PSI will provide the personnel, leadership and professionalism necessary to provide said services. It is understood by the parties that PSI is in the business of providing personnel for fire protection and emergency medical services. It is understood that PSI will provide the personnel necessary to provide fire protection and emergency medical services and that the Village will provide the necessary equipment and quarters to equip and house the personnel. It is understood by the parties that all equipment except as otherwise set forth in this agreement is the sole property of the Village.
3. Term of the Agreement: This agreement will be effective from 8:00 a.m. on May 1, 2016, until 8:00 a.m. on May 1, 2022.
4. Early Termination: This Agreement may be terminated by either party without cause by giving written notice to the other party at least 365 days prior to the contemplated early termination date.
5. Automatic Extension: This Agreement will automatically be extended and become binding upon the parties for one year after its scheduled termination date unless the parties agree, in writing, to different terms no later than 30 days prior to the scheduled termination date. This paragraph in no way alters the provisions of Paragraph 4 above relating to early termination of this Agreement.
6. Consideration: In addition to the mutual promises made by each party, consideration for this Agreement will be in the form of money payments made by the Village to PSI which are described in Paragraph 23 of this Agreement.
7. Obligations of PSI Relating to Emergency Medical Services:
 - A. Personnel
 - (i) PSI will provide to the Village for the term of this Agreement certain emergency medical services personnel. These personnel will be certified as Emergency Medical Technicians (EMT's) as defined and regulated by the Emergency Medical Services (EMS) Systems Act, 210 ILCS50/1, et seq., as amended. The EMT's

provided will consist of EMT-B, EMT-I or EMT-P personnel, depending on the staffing requirements of the Village.

- (ii) Sufficient EMT personnel will be provided to the Village so that the Village will be qualified as an Advanced Life Support provider within the regional emergency medical services system(s) administering the geographic area of the Village and any other institution with whom the Village contracts to provide medical services. At a minimum, two (2) EMT-P (paramedic) personnel will be provided to the Village 24 hours per day, every day of the year.
- (iii) PSI will be responsible for making certain that all EMT personnel provided to the Village maintain all certificates required by the State of Illinois. Expenses of certification and recertification will be the responsibility of PSI.
- (iv) In addition to the basic certification requirements of the State of Illinois and the regional emergency medical services system, all EMT personnel provided to the Village will have additional certifications, consisting of Advanced Cardiac Life Support and/or Pre-Hospital Trauma Life Support and/or Basic Trauma Life Support. Costs of obtaining and maintaining these certifications will be the responsibility of PSI.
- (v) Proof of all certifications required by this agreement shall be provided to the Village.

B. Equipment and Supplies

- (i) PSI will be responsible for providing suitable uniforms for all of its EMS personnel.
- (ii) PSI will be responsible for repair and/or replacement of all uniform items contemplated by this paragraph.

8. Obligations of the Village Relating to Emergency Medical Services:

A. Equipment and Supplies

- (i) The Village will be responsible for providing all equipment supplies determined by the corporate authorities to be necessary for the provisions of emergency medical services by PSI personnel within the Village. The cost of this equipment will be the responsibility of the Village.
- (ii) The Village will be responsible for providing all vehicles determined by the corporate authorities to be necessary for the provision of the emergency medical services to the Village. The ambulance(s) provided by the Village shall meet the State of Illinois and Federal requirements as an Advanced Life Support vehicle. The cost of these vehicles and their maintenance will be the responsibility of the Village.

(iii) The Village agrees to enter into an appropriate letter of commitment with the appropriate regional emergency medical services system, as required by State law.

(iv) The Village will be responsible for all costs incurred in connection with the maintenance of the equipment described in paragraph 8.

B. Communications

(i) The Village shall be responsible for all costs of acquisition, maintenance and/or replacement of communications equipment used in the provision of emergency medical services by PSI employees.

(ii) The Village will supply appropriate dispatching facilities and personnel, together with appropriate base and mobile radios, and will make certain that all radio equipment provided complies with applicable State and Federal requirements.

FIRE SUPPRESSION SERVICES

9. Obligations of PSI Relating to Fire Suppression Services:

A. Personnel

(i) PSI will supply all personnel necessary to meet its obligations to provide fire suppression services under this agreement. All fire suppression personnel supplied by PSI will be certified and qualified according to standards set forth by the Office of the State Fire Marshal.

(ii) Fire suppression personnel supplied by PSI will maintain at least the following qualifications as stated by rank:

Commanders will be certified Fire Fighter III

Lieutenants will be certified Fire Fighter III

Fire Fighters will be certified Fire Fighter II

At least two Fire Fighters shall be certified Fire Fighter III

(iii) Staffing by PSI will consist of 28 personnel; one chief and 27 fire fighters. There will be three shifts of 9 personnel. A shift will consist of one Battalion Chief, two lieutenants, two fire fighter paramedics assigned to fire suppression, two fire fighter paramedics (described in Paragraph 7A (ii) of this Agreement), and two fire

fighter-EMT's assigned to fire suppression. Each fire fighter is scheduled to work a minimum of 109 duty days with the remaining 13 duty days taken as paid days off. These paid days off may be taken for vacation, personal time, funeral leave or any fire related training, as approved by the Chief. In no event will staffing consist of less than eight personnel for any 24-hour period.

- (iv) The costs of obtaining and maintaining the certifications of its personnel will be the responsibility of PSI.

B. Equipment and Supplies

- (i) PSI will supply its personnel with appropriate uniforms and firefighting protective clothing, except for chemical suits, which will be supplied by the Village. All of the foregoing items, whether supplied by PSI or by the Village, will meet applicable State and Federal requirements.

10. Obligations of the Village Relating to Fire Suppression Services:

A. Equipment and Supplies

- (i) Fire Suppression Vehicles/Apparatus will be provided by the Village and will meet all applicable State and Federal specifications as determined by the corporate authorities.
- (ii) All apparatus provided by the Village will meet all applicable State and Federal specifications.
- (iii) All firefighting equipment and supplies required by State and Federal guidelines will be provided by the Village, and said equipment will meet applicable State and Federal requirements. Purchase, replacement and maintenance costs of all firefighting equipment will be the responsibility of the Village.

B. Communications and Record Keeping

- (i) The Village shall obtain and be responsible for all costs, maintenance and replacement of communications equipment used in the provisions of fire suppression, prevention and investigation services by PSI employees.
- (ii) The Village will supply appropriate dispatching facilities and personnel, together with appropriate base and mobile radios, and will make certain that all radio equipment provided complies with applicable State and Federal requirements.

(iii) The Village may enter into appropriate mutual aid agreements with surrounding municipalities and other emergency services providers, and PSI will make certain that its employees honor and abide by the terms of such agreements.

(iv) The Village will provide all report forms and other record keeping system(s) required by State and Federal regulations. PSI shall maintain such records and reports as required by law, as are customarily kept by municipal fire departments in the State of Illinois, and as requested by the Village Manager. PSI shall report to the Village Manager monthly and at such other times as requested, summarizing, among other things, types of fire and emergency response incidents, their number, losses, fire causes and the number of employees responding. PSI shall also keep the Village informed of the names and the training levels of all employees providing services to the Village under this Agreement.

FIRE PREVENTION AND INVESTIGATION

11. Obligations of PSI Relating to Fire Prevention and Investigation Services:

A. PSI will design and implement a complete fire prevention program, meeting applicable Village, State and Federal requirements. This program will include education programs for children, residents, commercial and industrial establishments, employers and employees in the Village.

B. PSI will design and implement a complete fire prevention code inspection and enforcement program, meeting with applicable Village, State and Federal requirements. This program will include fire prevention code inspections, identification of hazards, fire suppression pre-planning, construction plan analysis and recommendations.

C. PSI will design and implement a complete fire incident investigation program, meeting applicable Village, State and Federal requirements.

D. PSI will provide personnel necessary to implement these programs. These personnel shall be certified by the Office of the State Fire Marshal as Fire Prevention Officers and/or Investigators.

E. The costs of these personnel, certification costs and training costs, except as otherwise set forth in this agreement, shall be the responsibility of PSI.

12. Obligations of the Village Relating to Fire Prevention and Investigation Services:

A. The Village will be responsible for obtaining, and for all costs associated with, supplies and materials required to implement the programs referred to in Paragraph 11, as approved by the Village Manager.

B. The Village will be responsible for all costs associated with any vehicles supplied by the Village to be used in conjunction with the programs set forth in Paragraph 11.

TRAINING

13. Obligations of PSI Relating to Training:

- A. PSI will design and implement complete training programs for fire suppression, prevention and investigation. These programs shall meet guidelines established by the Village and the Office of the State Fire Marshal, and will cover all aspects of fire suppression, prevention and investigation.
- B. PSI will design and implement complete training programs for emergency medical services, continuing education and public education in cardiopulmonary resuscitation (CPR). These programs will meet all applicable State and Federal requirements.
- C. PSI will provide training instructors to teach the training programs. Instructors for fire related programs shall be certified at the Instructor III level by the Office of the State Fire Marshal.
- D. The training programs will consist of a minimum training schedule of three (3) hours each day, five (5) days per week, maintaining 20-25 hours per employee per month.
- E. PSI instructors and personnel will coordinate and conduct joint training exercises on a regular basis with surrounding communities providing mutual aid to the Village.

14. Obligations of the Village Relating to Training:

- A. The Village will be responsible for obtaining, and for the costs of all training material, teaching aids and reference materials used in the training programs outlined in Paragraph 13 of this agreement, as approved by the Village Manager.
- B. The Village will provide suitable classrooms and other training facilities, as required, for use during the training programs described in Paragraph 13 of this agreement.

MISCELLANEOUS

15. Scheduling of Personnel: It shall be the responsibility of PSI to schedule its employees so that all services agreed to in this agreement are provided to the Village.

16. Call Back System: PSI will develop and implement an emergency call back system to be approved by the Village Manager that will provide for the call back of PSI personnel for special duties as determined by the Village Manager, should such call back be required. In the event more than two (2) PSI employees must be called back for such special duty, the Village agrees to reimburse PSI for the costs of said personnel at the then-hourly wage rate for each person called back to duty. In the event of a disaster situation, where it is necessary to call back PSI employees for fire suppression and emergency medical services duties, PSI agrees to first, where possible to do so without endangering human life and/or property, obtain approval from the Village Manager or a designee prior to recalling said personnel. The Village agrees to meet with PSI and discuss the issue of reimbursement to PSI for PSI personnel called back for a disaster.

17. Quarters: The Village will obtain and maintain suitable quarters for housing emergency vehicles and suitable living quarters for PSI personnel, along with suitable office space for the administration of emergency services in the Village. The Village will be responsible for all costs associated with obtaining and maintaining such quarters. It will be part of the responsibility of PSI employees to supply the labor necessary for daily maintenance of the living quarters.

18. Maintenance of Equipment and Quarters: PSI employees will be responsible for performing routine maintenance work on vehicles, equipment and quarters, to the extent that they are qualified to perform said work. PSI employees will keep all vehicles, equipment and quarters in a safe and operational condition. In the event that maintenance or repairs are required, and PSI employees are not qualified to perform said maintenance or repairs, the Village will be responsible for obtaining qualified personnel to perform the repairs and maintenance. The Village will be responsible for all costs and expenses associated with all repairs and/or maintenance of emergency services equipment, vehicles and quarters. PSI employees shall be responsible for interior housekeeping and lawn, driveway and grounds cleaning and other routine maintenance.

19. Employee Benefits: PSI shall be responsible for all salary and other benefits paid to PSI employees.

20. Insurance Carried by PSI: PSI shall be responsible for providing Workers' Compensation insurance for its employees, professional liability insurance for its employees with limits of at least one Million Dollars (\$1,000,000.00), and commercial umbrella excess liability insurance with limits of at least One Million Dollars (\$1,000,000.00). During the duration of this contract, any changes made to lower any limits of insurance policies currently carried by PSI must be submitted to the Village Manager for Village Board approval. Certificates of insurance showing compliance with this paragraph shall be provided to the Village and shall name the Village as an additional insureds.

21. Insurance Carried by the Village: The Village shall be responsible for providing liability insurance covering all vehicles, equipment and buildings, and shall make certain that PSI is named as additional insured on said policies.

22. Prohibited Activities: PSI employees will not be permitted by PSI to engage in solicitation of any kind during working time. "Solicitation" includes, among other things, sales of products or raffle tickets, requests for donations or contributions, of solicitations of membership in or support for any organization or cause. PSI employees shall not distribute literature in working areas at any time, and shall not distribute literature in non-working areas during working time. Non-employees of PSI are not permitted to distribute literature regarding any matter other than a matter described in this agreement, or solicit PSI employees at any time on Village property. As used herein, the term "working time" means the period of time that a PSI employee is supposed to be performing his or her job duties, including the period of time that a PSI employee is supposed to be available to respond to an emergency call. It includes the time when either the employee soliciting or distributing literature of the employee being solicited or receiving literature is supposed to be working. No commercial activities by PSI employees are permitted while PSI employees are on duty.

23. **Payment Terms:** In consideration for the several promises made by PSI in this agreement, the Village agrees to pay PSI according to the following schedule:

- A. Two Hundred Thirty One Thousand Forty Eight Dollars and Thirty Cents (\$231,048.30) per month for the period May, 2016, through and including April, 2017.
- B. Two Hundred Thirty Five Thousand Six Hundred Sixty Nine Dollars and Twenty Seven Cents (\$235,669.27) per month for the period May, 2017, through and including April, 2018.
- C. Two Hundred Forty Thousand Three Hundred Eighty Two Dollars and Sixty Six Cents (\$240,382.66) per month for the period May, 2018, through and including April, 2019.
- D. Two Hundred Forty Three Thousand Nine Hundred Eighty Eight Dollars and Forty Cents (\$243,988.40) per month for the period May, 2019, through and including April, 2020
- E. Two Hundred Forty Seven Thousand Thirty Eight Dollars and Twenty Five Cents (\$247,038.25) per month for the period May, 2020, through and including April, 2021
- F. Two Hundred Forty Seven Thousand Thirty Eight Dollars and Twenty Five Cents (\$247,038.25) per month for the period May, 2021, through and including April, 2022

24. **Authority to Contract:** The Village represents and warrants that it has the legal authority, by ordinance or otherwise, to enter into this agreement and to bind the Village to its terms. A copy of the ordinance, or a copy of the minutes from the appropriate meeting if authorization is by motion, authorizing this action by the Village shall be attached to this agreement as Exhibit 1.

25. **Assignment:** This Agreement shall not be assignable by either party hereto, nor shall the performance of any of the duties hereunder be delegable by any party hereto, without the written consent of all parties. This agreement shall not be assignable by operation of law.

26. **Amendment and/or Modification:** Neither this agreement nor any term or provision hereof, may be changed, waived, discharged, amended, modified or terminated orally, or in any manner other than by an instrument in writing signed by all the parties hereto.

27. **Paragraph Headings:** The paragraph and section headings are for convenience only and in no way define, limit, extend or interpret the scope of this agreement or of any particular paragraph hereof.

28. **Documents:** Each party to this agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this agreement to carry out its provisions.

29. **Validity:** If any term or provision of this agreement is, at any time during the term of this agreement, determined by a court of competent jurisdiction to be in conflict with applicable federal law, state law, federal or state administrative agency rule or regulation, or federal or state judicial decision, such term or provision shall continue in effect only to the extent permitted by such law, rule or decision; provided that such part of the agreement cannot be amended to be applied and valid under said law, rule or decision. If, at any time thereafter, such term or provision is no longer in conflict with any federal or state law, administrative rule or judicial decision, such term or provision, as originally embodied in this agreement, shall be restored in full force and effect. If any term or provision of this agreement is ultimately determined to be in conflict with any federal or state law, administrative rule or judicial decision, then the

remaining provisions of this agreement will remain in full force and effect, and the agreement will be enforced and interpreted to the extent possible without said conflicting provision(s).

30. Waiver of Breach: The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force and effect.

31. Notices: To be effective, any notice shall be in writing, delivered in person or mailed by certified or registered mail, postage paid, return receipt requested to the appropriate party or parties at the address set forth below, or to such other address as the parties may hereinafter designate.

ADDRESSES OF THE PARTIES:

Village Manager
Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood, Illinois 60712
Phone (847) 673-1540

Paramedic Services of Illinois, Inc.
9815 W. Lawrence Avenue
Schiller Park, Illinois 60176
Phone (847) 678-4900

32. Entire Agreement: This agreement (and any attached Exhibits) contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are not representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings related thereto are merged herein. There are no conditions precedent to the effectiveness of this agreement other than as stated herein, and there are not related collateral agreements existing between the parties that are not referenced herein.

33. Third Party Beneficiaries: This agreement is in no way intended to benefit any persons other than the parties hereto, and is not entered into with the intent to benefit any other person, either directly or indirectly.

34. Law Governing: This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without giving effect to principles and provisions thereof relating to conflict or choice of laws and irrespective of the fact that any of the parties is now or may become a resident of a different state. Venue for any action under this agreement shall lie in Cook County, Illinois.

35. Contract Administration: The Village designates the Village Manager as its liaison with PSI. PSI designates its President as its liaison with the Village. The Village Manager and the President of PSI shall serve as a mutual coordinating committee to discuss and, if possible, to resolve all questions, including any disputes, which may arise hereunder. All day-to-day activities of PSI pursuant to this agreement will be supervised by the Village Manager who together with the President of PSI, will develop standard operating procedures not inconsistent with the provisions of this agreement to govern the day-to-day activities of PSI personnel under this agreement. PSI shall at all times enforce strict discipline and good order among its employees and shall not provide any personnel under this agreement whom the Village Manager or the Corporate Authorities deem undesirable or unfit. Fourteen (14) days' written notice

from the Village shall be required prior to the replacement of personnel deemed undesirable or unfit by the Village.

The President of PSI, or any other person recommended by the President of PSI and approved by the Corporate Authorities of the Village, will be referred to as the Fire Chief. The Chief will be subject to the direction of the Village Manager and the Village President. Said Fire Chief will not, however, be considered to be an employee, appointed officer or official of the Village and shall not have any authority to exercise any corporate powers of the Village, except as specifically authorized by the Village on or after the date of this agreement, and shall not hold himself out or present himself to other persons in any manner inconsistent with the description. The Fire Chief shall be responsible for the day-to-day administration and supervision of PSI's employees.

36. Indemnification: PSI agrees to protect, indemnify, defend, hold and save harmless the Village, its employees, representatives, agents, successors and assigns, from any and all claims, costs, causes, actions and expenses, including, but not limited to attorneys fees, incurred by reason of a lawsuit or claim of compensation arising in favor of any person, on account of personal injuries or death, or damages to protect occurring, growing out of, incident to, or resulting directly or indirectly from the performance by PSI pursuant to this agreement, whether such loss, damage, injury or liability is contributed to by the negligence of the Village or by the condition of any premises or equipment supplied by the Village, whether latent or patent, or from any other causes whatsoever, except that this paragraph shall not apply where the liability for damages or the costs incident thereto are caused by the intentional or willful and wanton misconduct of the Village.

37. Labor Charges - Damaged Equipment: It is understood by PSI that all labor for maintenance of equipment and facilities shall be provided by PSI to the extent that PSI personnel are qualified to do so, and any charges for said labor are included in the contract price. Additionally, PSI understands and agrees that its employees will be responsible for routine maintenance of the equipment used under this agreement. Accordingly, it will be the responsibility of PSI to notify the Village Manager of any and all repairs required. Additionally, PSI agrees that if any piece of equipment is damaged due to negligent preventative maintenance by an employee of PSI, or the result of misuse of the equipment by PSI employees, PSI will be responsible for the cost of repair or replacement. If any PSI employee intentionally damages a piece of equipment owned by the Village, PSI shall be responsible for the cost of repair or replacement. The mutual coordinating committee will develop standard operating procedures, not inconsistent with this agreement, to implement the intentions of this paragraph.

38. Delegation of Authority – PSI is not Agent: The Village agrees to authorize PSI to effectively carry out its obligations under this agreement, and to take whatever action is reasonably required to effectuate such authorization. Such authority shall include, but not be limited to, the authority to enforce the fire code, to conduct fire investigations and the authority to manage and control fire scenes. Other than the authority specifically delegated to PSI by ordinance, contract or otherwise, PSI has no authority, as agent or otherwise, to bind the Village to any legal obligation. PSI and its employees are independent contractors and are not the agents or employees of the Village.

39. Default: A default occurs through the failure of either party to cure any breach of the contract after the receipt of fifteen (15) days' written notice. A filing of bankruptcy by either party shall constitute a default.

40. Audit of Records: The Village shall, upon fourteen (14) days' written notice to PSI, be allowed to audit PSI's records relating to its activities under this agreement. PSI agrees to keep a separate set of records concerning its activities under this agreement, and these records are the records that will be supplied to the Village under this paragraph.

41. Contractor's Certification: Pursuant to Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. and PSI certifies that it is not barred from executing this agreement as a result of a violation of Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

42. Financial Statements: PSI shall provide the Village with a compiled financial statement on an annual basis for the duration of this agreement.

43. Ownership of Computer Hardware, Software and Data Files: All computer purchases and all computer programs/files used and/or developed either prior to or subsequent to this Agreement for the Village Paramedic and Fire Protection Programs are and shall be the exclusive property of the Village of Lincolnwood.

IN WITNESS WHEREOF, the parties hereby agree to be bound by all of the terms set forth in this agreement and acknowledge that each has received sufficient consideration for entering into this agreement and each party executes this agreement on this 19 day of April, 2016.

THE VILLAGE OF LINCOLNWOOD,
ILLINOIS



Gerald C. Turry, Village President



Timothy C. Wiberg, Village Manager

ATTEST:



Beryl Herman, Village Clerk

PARAMEDIC SERVICES OF
ILLINOIS, INC.



Michael C. Hansen, Vice President

4/20/16