



AGENDA

PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: July 8, 2025 at 6:00 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

- A. Call to Order**
- B. Approval of Minutes**
- C. Public Comment**
- D. New Business**
 - 1. Purchase of ZOLL X Series Advanced Monitor/Defibrillators
- E. Other Business**
- F. Adjournment**

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.



**PUBLIC HEALTH AND SAFETY COMMITTEE
MEETING MINUTES**

Date: June 10, 2025

Time: 6:30 PM

**Location: Village Hall, Board Room
740 Hillgrove Avenue, Western Springs, IL 60558**

Present:

Chair Avakian, Member Fink, President Rudolph, Village Manager Baer and Director Scott.

1. Call to Order

Chair Avakian called the meeting to order at 6:30 PM. A motion to open the meeting was made by Chair Avakian and seconded by Member Fink. The motion passed via roll call vote:

Ayes: Chair Avakian, Member Fink

Nays: None

2. Approval of Minutes

Chair Avakian moved to approve the minutes of the May 7, 2025, meeting. The motion was seconded by Member Fink and passed by roll call vote.

3. Public Comment

No public comments were received.

4. New Business

a. Vendor Agreement with TimeClock Plus LLC

Director Scott presented a recommendation for approval of a Vendor Agreement and Services Contract with TimeClock Plus LLC to provide Aladtec, a cloud-based scheduling platform tailored for public safety agencies. The system supports accurate time tracking, efficient personnel scheduling, and payroll integration. The Western Springs Fire Department has successfully utilized Aladtec since 2022. The proposed contract spans three years (2025–2027) at an annual cost of \$4,680.

b. Agreement with Cook County for Everbridge Emergency Notification System

Director Scott recommended approval of an agreement with the Cook County Department of Emergency Management and Regional Security to authorize the Village's use of the Everbridge mass notification system. Everbridge is a cloud-based emergency communication tool that provides geo-targeted alerts

via landlines, VoIP, and mobile phones. It integrates with Cook County’s notification platform and includes a Community Portal for resident profile management. There is no direct cost to the Village, as Cook County covers the subscription fee.

c. Presentation of the 2024 Department of Fire and EMS Annual Report

Director Scott presented the Department’s 2024 Annual Report, highlighting activities, operations, and achievements.

d. License Plate Reader Agreement with Timber Trails Association

Manager Baer recommended approval of a licensing agreement with the Timber Trails of Western Springs Community Association to install license plate reader (LPR) equipment and poles on their property. The equipment will be mounted on a 3-inch diameter, 8–10-foot metal pole. Ownership of the equipment and pole remains with the Village. The LPR will be located within the Village adjacent to Wolf Road, north of Plainfield Road. There is no financial impact associated with this agreement.

e. License Plate Reader Agreement with Western Springs Park District

Manager Baer also recommended approval of a similar licensing agreement with the Western Springs Park District for the installation of LPR equipment. The LPR will be located within the Village in the northeast corner of Northeast Park, adjacent to Ogden Avenue. As with the Timber Trails agreement, the Village retains ownership and there is no financial impact.

5. Other Business

No additional business was discussed.

6. Adjournment

Member Fink moved to adjourn the meeting at 7:32 PM. The motion was seconded by Chair Avakian and passed unanimously by voice vote.

Respectfully Submitted,

Brian Scott

Director of Fire and Emergency Medical Services



AGENDA ITEM SUMMARY

PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: July 8, 2025

AGENDA ITEM D.1.

To: Public Health and Safety Committee

From: Brian Scott, Director of Fire and EMS

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, John Mastandona, Director of Finance

RE: Purchase of ZOLL X Series Advanced Monitor/Defibrillators

Recommendation

Consider a recommendation to approve the purchase of two (2) cardiac monitor defibrillators from the ZOLL Medical Corporation of Chelmsford, Massachusetts, for the Department of Fire & EMS.

Summary

After identifying the need to replace our aging cardiac monitor/defibrillators, the department convened a specifications committee composed of the EMS Coordinator and staff paramedics to evaluate leading monitor/defibrillator manufacturers. The committee's key selection criteria included:

- Clinical functionality and diagnostic utility.
- Ease of use.
- Durability and portability.
- Interoperability with existing Village AEDs.
- Cost-effectiveness.
- FDA approval and compliance with AHA/ERC guidelines.

After a thorough evaluation, the ZOLL X Series Advanced emerged as the only device to meet all of the Department's selection criteria. This monitor/defibrillator is designed specifically for high-acuity pre-hospital care. Its real-time CPR and ventilation feedback, advanced diagnostic tools, and integrated telemedicine capabilities will empower our paramedics with enhanced clinical and diagnostic insight in the field. The new monitors will replace two aging units—both in service for over nine years—and will be deployed on our ALS ambulances for use in daily emergency response. This investment reflects the Department's ongoing commitment to equipping our paramedics with cutting-edge tools that strengthen patient care and community safety.

Financial Impact

The total cost for both cardiac monitor/defibrillators, including all associated equipment, is \$93,130.68. This expenditure will be allocated from Capital Budget Line Item 5102310-60020.

Recommended Motion

I move to recommend to the Village Board the waiver of the competitive bidding process and approval of the purchase of two (2) ZOLL cardiac monitor defibrillators for the Department of Fire & EMS in the amount of \$93,130.68.

Strategic Plan Alignment

None

File Attachments

1. Western Springs Fire Department - Q-112023 - Version 2
2. ZOLL VENDOR CONTRACT 2025



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Quote No: Q-112023 Version: 2

Western Springs Fire Department
 4353 Wolf Road
 Western Springs, IL 60558

ZOLL Customer No: 166741

Stephanie Grimm
 708-246-1800
 sgrimm@wsprings.com

Quote No: Q-112023
 Version: 2

Issued Date: June 6, 2025
 Expiration Date: June 30, 2025

Terms: NET 30 DAYS

FOB: Destination
 Freight: Free Freight

Prepared by: Kyle Sears
 EMS Territory Manager
 ksears@zoll.com
 708-466-8172

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1501418	601-2231212-01	<p>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack, Remote View</p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •</p>	2	\$57,930.00	\$46,119.26	\$92,238.52



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 Quote No: Q-112023 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2	1501418	8900-0402	CPR Stat-padz HVP Multi-Function CPR Electrodes - 1 pair	4	\$116.00	\$84.75	\$339.00
3	1501418	8300-000676	OneStep Cable, X Series	2	\$586.00	\$466.58	\$933.16
4	1501418	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	4	\$122.00	\$96.76	\$387.04
5	1501418	8000-001128	Accuvent Flow Tube (Box of 10)	2	\$821.00	\$653.54	\$1,307.08
6	1501418	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	2	\$35.00	\$31.50	\$63.00
7	1501418	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	2	\$259.00	\$256.66	\$513.32
8	1501418	8000-000862	Masimo LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	2	\$900.00	\$810.00	\$1,620.00
9	1501418	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	4	\$1,031.00	\$820.82	\$3,283.28
10	1501418	8000-000875-01	Paper, Thermal, BPA Free (Box of 6)	2	\$32.00	\$26.24	\$52.48
11	1501418	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	2	\$683.00	\$0.00	\$0.00
12	1501418	8707-000503-01	X Series Clear Plastic Display Protector	2	\$50.00	\$40.18	\$80.36
13	1501418	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	2	\$65.00	\$51.66	\$103.32
14	1501418	8009-0020	CPR-D-padz and CPR Stat Padz Connector	2	\$508.00	\$404.26	\$808.52
15	1501418	REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist Lock connector	2	\$65.00	\$54.12	\$108.24
16	1501418	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector	2	\$42.00	\$37.80	\$75.60
17	1501418	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector	2	\$36.00	\$32.40	\$64.80
18	1501418	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	2	\$1,302.00	\$1,036.48	\$2,072.96
19		8000-000315	Reusable Adult Skin Temperature Probe	2	\$40.00	\$40.00	\$80.00



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Chelmsford, MA 01824-4105
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Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Western Springs Fire Department
Quote No: Q-112023 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
20		6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	2		(\$5,500.00)	(\$11,000.00)

Subtotal: \$93,130.68

Total: \$93,130.68

Contract Reference	Description
1501418	Reflects CHM GPO NPP 2020 - Contract No. PS20200 (EXT2) contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations
Trade-In values valid through June 30, 2025 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on June 30, 2025. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.



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Order Information (to be completed by the customer)

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Western Springs Fire Department

Authorized Signature:

 Name: _____
 Title: _____
 Date: _____

**VENDOR CONTRACT FOR
GOODS, SUPPLIES AND SERVICES**

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and **Zoll Medical Corporation**, and is dated as of _____, 2025 (the "Contract"). The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

IN CONSIDERATION of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to perform the services, as defined below, and the Village agrees to pay for the services as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibits:
 - a. Vendor's Invoice, Purchase Order or Agreement, or similarly titled document, (the "Invoice/Purchase Order"), which describes the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which is dated _____, 2025 (Invoice or Purchase Order No. _____), and a true and correct copy of said Invoice/Purchase Order is attached hereto as **Exhibit "A"**; and
 - b. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.

2. **Incorporation of Exhibits; Priority of Documents.** The Exhibits attached to this Contract are incorporated herein and made a part of this Contract. Where there is a conflict or inconsistency between the language in this Contract and any Exhibit, the language of this Contract shall supersede and control, but only to the extent that the language in this Contract is more restrictive in that it provides the Village with greater protections and/or benefits. Where there is a conflict or inconsistency between the language in **Exhibit "A"** (Invoice/Purchase Order) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.

3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all goods, supplies and/or services as set forth in the Vendor's Invoice/Purchase Order attached as **Exhibit "A"**.

4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the

Vendor's Invoice/Purchase Order attached as **Exhibit "A"** or as set forth below in this Section 4; however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).

- 5. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**

- 6. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

VILLAGE OF WESTERN SPRINGS

By: _____
Name: _____
Village President or Manager

Date: _____, 202__.

ATTEST:

By: _____
Name: _____
Village Clerk

Date: _____, 202__.

VENDOR: _____

By: _____
Name: _____
Authorized Corporate Officer

Date: _____, 202__.

NOTARY PUBLIC

By: _____

Date: _____, 202__.

SEAL / STAMP

Exhibit "A"

**Vendor's Invoice, Purchase Order and Agreement dated 6/6/25
(Quote No. Q-112023)**

Exhibit "B"

**Rider to
Vendor Contract for Goods, Supplies and Services
(General Provisions)**

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. **Bonds.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it imposes upon

the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.
8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.
9. **Litigation and Venue.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, 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.
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:
 - a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.

- b. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
 - c. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
 - d. The Vendor complies with the Illinois Drug Free Work Place Act.
 - e. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
 - f. The Vendor complies with the Americans with Disabilities Act.
 - g. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
 - h. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Section 10.
11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached **Exhibit "A"**.
13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:
- a. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
 - b. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
 - c. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
 - d. It is authorized to sell and install the goods, supplies, equipment and/or services.
 - e. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
 - f. It shall transfer all third-party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
 - g. In addition to any other third-party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
 - h. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.

14. **Insurance.**

- a. **Insurance – Village.** The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker’s compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
- b. **Insurance – Vendor.** The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker’s compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an “occurrence” policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:
 - i. Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
 - ii. Umbrella Coverage – \$1,000,000.00
 - iii. Property Damage – \$500,000.00 per occurrence
 - iv. Automobile Coverage - \$1,000,000.00 per occurrence
 - v. Errors and omissions insurance or professional liability: TBD by Village Manager
 - vi. Workers’ Compensation – Statutory
[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager’s discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit “C”** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the “Village Affiliates”) expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: “Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village.”

The Vendor’s policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Vendor’s insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor’s failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The insurance coverage of the Vendor shall be primary to the Village’s own insurance. Notwithstanding any provision in this Contract to the contrary, the Vendor’s obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

Waiver and Assumption of Liability. The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Contract. The Vendor assumes all liability and responsibility for his/her/its personal property while performing any Work under this Contract. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 15 shall survive the termination of this Contract.

No Personal Liability. No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other fail to perform its obligations hereunder. The written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in **Exhibit "A"** shall be valid or enforceable.

17. **Notice.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this Contract at the addresses set forth below or at such other addresses as may be designated by the Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Vendor:

President/Authorized Corporate Officer
Current Business Address

18. Independent Contractor. The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Exhibit "C"

Certificates of Insurance

(attached)

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, **President or Authorized Corporate Officer of** _____, [insert name], is personally known to me to be the same person whose name is subscribed to the foregoing Contract, and that she/he appeared before me this day in person and severally acknowledged that she/he signed and delivered the said Contract pursuant to authority given for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ___ day of _____, 202__.

Commission expires _____, ____.

Notary Public