

NOTICE OF SPECIAL MEETING OF THE PUBLIC SAFETY COMMITTEE

A Special Meeting of the Public Safety Committee is scheduled for
Tuesday, November 14, 2017, beginning at 6:30 p.m. in the

Council Chambers located at the
Village Hall of Tinley Park
16260 South Oak Park Avenue
Tinley Park, Illinois

A copy of the agenda for this meeting is attached hereto and can be found at
www.tinleypark.org.

Kristin A. Thirion
Clerk
Village of Tinley Park

NOTICE OF A SPECIAL MEETING
OF THE PUBLIC SAFETY COMMITTEE

Notice is hereby given that a special meeting of the Public Safety Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, November 14, 2017, in the Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

The agenda is as follows:

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL PUBLIC SAFETY COMMITTEE MEETING HELD ON OCTOBER 17, 2017.
3. DISCUSS AMBULANCE CONTRACT AND KURTZ/AMERICAN MEDICAL RESPONSE (AMR) PURCHASE AGREEMENT.
4. DISCUSS PURCHASE OF ADDITIONAL SECURITY CAMERAS.
5. DISCUSS 183RD ST. AND MANSFIELD PARKING ISSUE.
6. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Special Public Safety Committee
October 17, 2017 – 6 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: W. Brady, Chairman
B. Younker, Village Trustee
M. Glotz, Village Trustee

Members Absent: None

Other Board Members Present: M. Mangin, Village Trustee
M. Pannitto, Village Trustee
C. Berg, Village Trustee

Staff Present: D. Niemeyer, Village Manager
P. Carr, Interim Assistant Village Manager
S. Neubauer, Police Chief
F. Reeder, Fire Chief
K. Workowski, Public Works Director
P. Connelly, Village Attorney
L. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Item #1 - The meeting of the Special Public Safety Committee Meeting was called to order at 6 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL PUBLIC SAFETY COMMITTEE MEETING HELD ON OCTOBER 10, 2017 – Motion was made by Chairman Brady, seconded by Trustee Younker, to approve the minutes of the Special Public Safety Committee Meeting held on October 10, 2017. Vote by voice call. Chairman Brady declared the motion carried.

Item #3 – DISCUSS POLICE DEPARTMENT STAFFING STUDY - Chief Neubauer presented an overview of the Police Department Staffing Study from the last Special Public Safety Committee held on October 10, 2017. He stated that in August 2017 a Request for Proposal (RFP) was sent out for the purpose of establishing a contract with a qualified firm to provide consulting services for a police department staffing analysis. The proposals were reviewed. Northwestern Center for Public Safety was felt best suited to conduct a staffing study. After discussion by the Committee, staff was directed to contact Northwestern Center for Public Safety for references within the State of Illinois. Chief Neubauer updated the Board that these positive references were received from Northwestern University Police Department and Oak Park Police Department.

Motion was made by Trustee Younker, seconded by Chairman Brady, to recommend to the Village Board awarding a contract to Northwestern Center for Public Safety for a Police Department Staffing Study. Vote by voice. Trustee Glotz voted nay. Chairman Brady declared the motion carried.

Item #4 – RECEIVE COMMENTS FROM THE PUBLIC - No comments from the public.

ADJOURNMENT

Minutes

Meeting of the Public Safety Committee

October 17, 2017

Motion was made by Trustee Younker, seconded by Chairman Brady, to adjourn this meeting of the Special Public Safety Committee. Vote by voice call. Chairman Brady declared the motion carried and adjourned the meeting at 6:06 p.m.

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DRAFT



Interoffice Memo

Date: November 9, 2017
To: Public Safety Committee
From: Pat Carr, Asst. Village Manager – Public Safety
Subject: Ambulance Contract Options

Per the direction of the public safety committee on October 10, 2017, staff was instructed to obtain the following items:

1. Pricing from Kurtz EMS on a two (2) year extension of services.
2. Potential RFP of services
3. Fire based EMS service
4. Blended Contract and Fire Based EMS

An EMS Service Task Force has been established by the Assistant Village Manager. Members of the Task Force are:

- Assistant Village Manager Pat Carr
- Fire Chief Forest Reeder
- Deputy Chief Steve Klotz
- Captain Matthew Randall
- Lieutenant Jim Wooten

Current service model is comprised of the following components:

- A. 5 Advanced Life Support (ALS) ambulances
- B. 1 shift supervisor assigned per shift
- C. 1 ALS fast response Unit/Supervisor assigned to contract
- D. 1 Emergency Medical Dispatcher (EMD) assigned to TP 911 Center
- E. Review of invoices / receivables annually
- F. % of billing revenue sharing
- G. FD shift commander retains daily operational control
- H. CAD driven GPS assignment of closest available unit
- I. Auto dispatch

Service delivery performance benchmarks include:

- Response time to incidents
- Redundancy ability for vehicle replacement and back-up equipment
- EMD quality benchmarks for call processing and monitoring

Chief Reeder was tasked with researching the above items and has put together the following preliminary options. The following is Chief Reeder's analysis of the 4 service delivery options tasked to the committee.

Option A: Request Kurtz EMS to provide a quotation for a 2-year extension of the current contract.

Discussion: Kurtz EMS has provided quality service for the past 3 years and has met performance and staffing standards on a consistent basis. If a 2-year extension agreement can be reached, the TPFD can explore further, any of the other service options presented as well as others yet to be identified.

- The current year (final year) cost for Kurtz EMS is \$1,016,148.53 minus \$24,000 = **\$992,148.53. Projected revenue offset of \$100,000 = \$892,148 estimated**
- Cost sharing of net billing revenue is in excess of \$1,605.534 less 4% administration fee
- Kurtz will maintain this rate for the two (2) year extension
- EMS rates to customers will be raised to market levels

Variations:

1. Continue with current staffing model and service benchmarks.
2. Potential cost reduction of \$196,000 by assigning EMD responsibilities to TP 911 Center.
3. Review applicable billing rates from surrounding communities to determine consistent revenue projections or opportunities to reduce cost to Village.

Option B: Prepare a new Request for Proposal (RFP) for EMS services and issue to qualified bidders.

Discussion: Using the existing contract as a template for minimum requirements, the Village could solicit bids for service after the current contract expires.

Variations:

1. Request a variety of time periods for contract assignment; 4-year and 6-year intervals
2. Eliminate the EMD position from the contract and utilize TP 911 personnel who are trained to that service level.
3. Required 24-hour dedicated shift supervisors in a quick response vehicle and reduce ambulance requirements to 4 ALS units.

Option C: Provide cost for a Fire Department based EMS delivery model.

Discussion: Using service costs from surrounding departments, we have calculated a blended delivery model consisting of 4 ALS ambulances leased / owned by the Village staffed with 2 firefighter/paramedics each shift that are supported by an ALS First Responder Engine. It is the Task Forces opinion that with ALS first responders on fire suppression companies, initial care and treatment could be established until an ALS ambulance is available.

Variations:

1. **Full-time staffing of 24 firefighter / paramedics**
 - a. Average starting salary of \$55,741 for an annual **cost of \$1,337.784** plus overtime, pension, benefits, training and equipment costs.



2. Part-time staffing of 24 firefighter/ paramedics

- a. Using a base rate of \$21.00/hr x 8 positions/day for an annual estimated cost of **\$1,471.680** plus overtime, training, and equipment costs.

Considerations:

1. A full-time (40-hour) Division Chief of EMS would be recommended to manage the EMD program and daily EMS scheduling, response and quality assurance programs. An estimated salary not including benefits, overtime, vehicle, equipment and training would be \$95,000.
2. The Fire Department would assume oversight responsibility for EMS service reporting to the Assistant Village Manager.
3. In either variation, a third party EMS billing service would be required to manage service billing for over 6000 calls for service annually.
4. Revenue for EMS billing is currently in excess of \$1,600,000 annually and these funds could be used to partially offset employment costs.
5. At current staffing, we have 32 part-time paramedics on the roster. We have yet to determine a level of interest in their participation in the program.
 - a. A special hiring could provide increased qualified candidates for the positions.
 - i. Several current firefighters and EMT's have inquired about training for these positions in the future.
6. Costs for purchase of Village owned and operated ambulances are estimated to be \$250,000 for each unit. A minimum of 4 ambulances would be required to maintain an acceptable service level.
 - a. A reserve ambulance or shared reserve ambulance would need to be considered as part of this option.
7. Lease options for ambulances have not been researched.

Option D: Provide an analysis of a blended contract and in-house service.

Discussion: The TPFD would respond with ALS First Responders (Min. of 1 firefighter/paramedic) to all advanced life support calls for service while the EMS provider responds for transportation to hospital.

Variations:

1. Provide ALS First Responder staffing to a fixed number of fire suppression companies on a daily basis. One of the following configurations would be required.
 - a. 3 engine companies assigned as ALS capable.
 - b. 2 truck companies assigned as ALS capable
2. Provide ALS First Responder staffing using a dedicated "squad" apparatus with 2 paramedics acting as ALS first responders.
 - a. Recommendation for 2 units staffed geographically against existing service trend analysis.
3. Staff ambulances with 1 contract paramedic and 1 fire department paramedic.

Considerations:

1. Cost of ALS equipment for fire suppression companies is estimated to be \$40,000 per apparatus. Recommendation for at least 2 Engine companies initially classified as ALS Engines. Goal would be for all 5 suppression companies to be ALS equipped.
2. A part-time (30-hour) Division Chief of EMS would be recommended. The Division Chief of EMS would manage the daily EMS scheduling, response and quality assurance programs. A base wage of \$30.00/hr not including overtime, vehicle, equipment and training would be suggested.
 - a. EMD program management would be outside of the scope of the part-time position.

Recommendations

The EMS Service Task Force makes the following recommendations to the Public Safety Committee

1. Exercise option A for the two (2) year extension
2. Begin ALS/BLS certification of Fire Department



Interoffice Memo

Date: November 9, 2017

To: Public Safety Committee

From: Pat Carr, Assistant Village Manager – Public Safety

CC: Dave Niemeyer, Village Manager

Subject: Kurtz/AMR Purchase

On November 3, 2017, the Village of Tinley Park was notified in writing and follow up phone call on the intent of American Medical Response (AMR) to purchase Kurtz EMS.

Per paragraph 14 (Change in Ownership) of the contract with Kurtz EMS dated July 1, 2014, “Contractor shall give the Village at least ninety (90) days advance written notice prior to any such change...”. This notification has been satisfied by the Village. However, during this ninety (90) day period, “The Village shall have the right to review the Contract and may terminate it at any time during said ninety (90) day period”. Furthermore, if contractor fails to notify the Village of an ownership change it will be in default and be subject to paragraph 12 (Letter of Credit).

Attached is a letter submitted by Kurtz EMS along with a waiver and agreement. Kurtz EMS is requesting the waiving of the ninety (90) day clause in order to close the purchase within thirty (30) days. At this time, Kurtz EMS has satisfied all terms of the contract.

We have been assured by Tom Vana and Ed Matteson that there will be no impact to services and the current management team will remain in place. Staff is seeking action on attached waiver and agreement.

Attch: (3) Ambulance Contract, AMR letter, Waiver Letter



For Immediate Release



November 3, 2017

Contact: Donna Itzoe
214.712.2712
donna.itzoe@amr.net

AMR and Kurtz Ambulance Announce Strategic Agreement

(Greenwood Village, CO) — American Medical Response (AMR) announced today that it has signed a definitive agreement to purchase Kurtz Ambulance, Kurtz Paramedic Service, Guardian Critical Care Services, Kurtz Industrial Fire Service and Kurtz Municipal Dispatch. AMR is the nation's leading provider of medical transportation. By purchasing Kurtz, AMR expands its capabilities in the areas of municipal fire staffing, industrial fire for oil refineries, large manufacturing facilities and EMS communications center staffing bringing further diversity to AMR's service offerings.

The acquisition will provide an opportunity for AMR to expand into new markets and help clients achieve the goal of high-quality fire-suppression and medical transportation services along with an improved patient experience.

"This transaction will give us the financial and operational resources necessary to continue to grow and expand our services in the greater Chicago area and across the US," said Tom Vana, Kurtz CEO.

The company will continue to operate under the Kurtz Ambulance Service and Kurtz Industrial Fire Service names and brands but now as a member of the AMR family of companies. Additionally, the company will continue to be managed by the seasoned team of Tom Vana, Ed Matteson and Heidi Hermes.

Edward Van Horne, CEO and President of AMR, noted, "Kurtz Ambulance has a great history of service in the Chicago community and will be a great addition for us as we strengthen our commitment to provide safe, reliable medical transportation and new offerings to the communities we serve."

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About American Medical Response

American Medical Response, Inc., America's leading provider of medical transportation, provides services in 40 states and the District of Columbia. More than 28,000 AMR paramedics, EMTs, RNs and other professionals work together to transport more than 5 million patients nationwide each year in critical, emergency and non-emergency situations. AMR is headquartered in Greenwood Village, Colorado. For more information about AMR, visit www.amr.net and follow @AMR_Social on Twitter.

KURTZ EMS

November 5, 2017

Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
Attention: Village President, Village Clerk, Village Manager
and Village Director of Emergency Management and Communications

Peterson, Johnson & Murray
1260A American Way
Libertyville, IL 60048
Attention: Patrick Connelly

Re: Ambulance Service Agreement - Waiver and Agreement

Reference is hereby made to (a) that certain Ambulance Service Contract, dated as of July 1, 2014 (the "Ambulance Service Agreement"), by and between the Village of Tinley Park, Cook and Will Counties, Illinois, an Illinois municipal corporation (the "Village"), and Kurtz Ambulance Service, Inc., an Illinois corporation ("Kurtz Ambulance"), pursuant to which Kurtz Ambulance provides emergency transport services to the Village; and (b) that certain Equity Securities Purchase Agreement, dated as of November 1, 2017 (the "Purchase Agreement"), by and among American Medical Response, Inc. a Delaware corporation ("AMR"), and the owners of Kurtz Ambulance and its affiliated entities, including Thomas J. Vana, in his personal capacity and in his capacity as the designated representative of the sellers, pursuant to which all of the issued and outstanding equity securities of Kurtz Ambulance will be sold to AMR and Kurtz Ambulance will become a wholly owned subsidiary of AMR (the "Change in Ownership"). Pursuant to Paragraph 14 of the Ambulance Service Agreement, in the event there is a change in ownership (legal or beneficial) in Kurtz Ambulance during the term of the Ambulance Service Agreement, including any change brought about by the sale of more than twenty five percent (25%) of the stock of Kurtz Ambulance, Kurtz Ambulance must give the Village at least ninety (90) days' advance written notice prior to any such change in ownership and during such ninety (90) day period, the Village shall have the right to review the Ambulance Service Agreement and may terminate it any time during such ninety (90) day period.

The Village hereby (a) waives the requirement that Kurtz Ambulance give the Village at least ninety (90) days' advance written notice with respect to the Change in Ownership; (b) agrees that the failure to provide ninety (90) days' advance written prior notice of the Change in Ownership does not constitute a default under the Ambulance Service Agreement, including for purposes of Paragraph 14 of the Ambulance Service Agreement; (c) agrees that the Ambulance Service Agreement shall not automatically terminate due to Kurtz Ambulance's failure to provide ninety (90) days' advance written prior notice of the Change in Ownership; (d) agrees that the letter of credit provided for in Paragraph 12 of the Ambulance Service Agreement shall not be drawn upon by the Village in connection with the Change in Ownership; (e) consents to the Change in Ownership, including for purposes of Paragraph 14 of the Ambulance Service Agreement, and agrees that it shall not terminate the Ambulance Service Agreement in connection with the Change in Ownership; and (f) agrees that, except as provided herein, the Ambulance Service Agreement remains in full force and effect.

KURTZ EMS

The terms and provisions of Article 20 and 22 of the Ambulance Service Agreement are incorporated herein by reference as if set forth herein in their entirety and will apply *mutatis mutandis* to this letter agreement (this "Agreement"). This Agreement, together with the Ambulance Service Agreement, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Sincerely,

KURTZ AMBULANCE SERVICE, INC.

By: Thomas J. Vana
Name: Thomas J. Vana
Title: President

Acknowledged and Agreed as of the Date First Set Forth Above:

VILLAGE OF TINLEY PARK

By: _____
Name: _____
Title: _____

ATTEST

By: _____
Name: _____
Title: _____

**AMBULANCE SERVICE CONTRACT BETWEEN THE
VILLAGE OF TINLEY PARK, ILLINOIS AND KURTZ AMBULANCE
SERVICES, INC.**

THIS CONTRACT made this 1st day of July, 2014,

by and between the VILLAGE OF TINLEY PARK, Cook and Will Counties, Illinois, a municipal corporation of the State of Illinois, hereinafter referred to as "Village", and Kurtz AMBULANCE SERVICES, INC., an Illinois corporation with located at P.O. Box 129; New Lenox, Illinois, 60451, hereinafter referred to as "Contractor."

WHEREAS, the Village has determined that it is in the best interest of the health, safety and welfare of its residents to provide Ambulance Service; and

WHEREAS, the Village desires to retain the Contractor to provide said service.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree to as follows:

1. Nature of Contract.

- A. This Contract provides for emergency medical transportation only to the closest hospital. The Contractor will provide emergency medical transportation to the hospital of the patient's choice if authorized by the resource hospital. The Contractor may use its discretion to transport non-emergency calls in a back-up Basic Life Support Ambulance.
- B. The Contractor agrees that the Advanced Life Support Ambulances will be equipped in compliance with the State of Illinois Guidelines on Advanced Life Support and the South Cook County Emergency Medical Services System and as

otherwise provided in the Contract. It is understood that all ambulances servicing the Village of Tinley Park shall be installed with fully functional 12-EKG (electrocardiogram) units.

2. Term of Contract

This contract shall be in full force and effect commencing on 12:01 A.M. on August 1, 2014, and terminating at midnight on July 31, 2018.

3. Scope of Service.

A. A minimum of five (5) Advanced Life Support Ambulances shall be available to respond to Village generated emergency calls during the hours of 6:00 A.M. to 12:00 midnight and a minimum of four (4) such ambulances during the hours of midnight and 6:00 A.M. Such will be made available seven (7) days per week, 365 days per year (366 in any "leap year") during the term of this Contract.

Contractor shall have a supervisor on duty and available by phone twenty-four (24) hours per day each day of the year, as well as a manager on call.

B. The ALS units shall be continuously physically located whereby the Contractor will have the ability to respond to all emergency service calls originating within the Village of Tinley Park within an optimum time of three (3) to six (6) minutes.

Accordingly, it shall be mandatory that the ambulances be located within the

Village limits and/or at the Village fire stations to service the residents of the

Village except on such occasions when they are transporting residents to an

appropriate medical facility. Whenever an ambulance does leave the Village

limits to transport a resident to a medical facility, it must immediately report to the Village's E-911 Center that it is in transport to the hospital and its estimated

time of arrival back within Village limits. The ambulances to be provided under the Contract shall not be shared with or utilized by any other customer, public or otherwise, of the Contractor. The ambulances shall be utilized only for calls originating within the Village or pursuant to the mutual aid agreements entered into by the Village.

It is understood that the Contractor may keep its ambulances continuously on the street twenty-four (24) hours a day, seven (7) days a week, 365 days a year (366 in any "leap year") in the Village's Planning Area.

Further, the Contractor shall provide for additional Advanced Life Support units in instances where the primary Advanced Life Support units are in use for local Village emergency responses, when available. Contractor, or its agent, shall have the right to retain 100% of revenue obtained from payments received from service recipients.

- C. Contractor agrees that if it is not able to respond to an emergency call, it must contact the Village E-911 center in accordance with required Mutual Aid Agreements. Contractor shall provide the Village with copies of any applicable mutual aid agreements. Contractor shall also respond to all ambulance service calls in support of any Mutual Aid Agreement as directed by the Village and must provide radio identification meeting the requirements of the Third District Mutual Aid Committee and MABAS 24. Identifiers for the mobile and portable radio equipment must be in compliance with MABAS 24 radio guidelines. (or such other frequencies as designated from time to time by the Village):

Contractor must equip all ambulances that provide service under the Contract with mobile radio equipment capable of meeting all requirements under this paragraph. In addition, the Contractor, at its cost, will provide portable radio equipment to be used on each ambulance, with adequate training of the contractor's employees on the proper use of such portable radio equipment to be provided by the Contractor at its expense.

- D. Contractor shall provide for additional Advanced Life Support units in instances where the primary Advanced Life Support units are in use for local Tinley Park emergency responses. In the event the Contractor is unable to respond to an emergency ambulance call, it will notify 911 dispatch for Mutual Aid Assistance.
- E. In the event the Contractor fails to respond to an emergency call under the terms of the Contract as set forth in paragraphs C and D above, such failure to respond, if it is shown to be the failure of the Contractor, shall be treated as a breach of this Contract, and the Contractor shall be liable to the Village for all damages and expenses incurred by the Village because of said breach, and such shall constitute sufficient cause to, at the Village's option, terminate this Contract. Further, the Contractor agrees to indemnify, defend and hold harmless the Village and its officers, agents and employees, for any damages and/or expenses caused by the breach by the Contractor.
- F. Contractor shall provide service within the Village without regard to race, color, sex, religion, age, physical or mental handicap, national origin, ancestry, martial

status, military status, or unfavorable discharge from military service, or apparent financial inability to pay, or any other status protected from discrimination under the provisions of the Illinois Human Rights Act, as amended from time to time. Furthermore, the Contractor must have a written sexual harassment policy complying with the provisions of said Human Rights Act as found in 775 ILCS 5/2-105(A)(4), as well as detailed drug and alcohol policy (including, when appropriate, testing of employees).

G. The Contractor shall comply and conform with all Village Ordinances regulating ambulance service, and all Federal and State Laws or guidelines pertaining thereto, as well as the regulations and guidelines of the SCCEMSS, as they now exist or are hereafter amended or changed. Failure to comply and conform shall constitute a breach of this Contract.

H. The Contractor agrees to transport deceased human remains to the Cook County Medical Examiners Office with a Basic Life Support Ambulance, at the contractor's expense.

4. Paramedics

A. Each ALS unit must be staffed by at least two (2) duly qualified, uniformed, State-certified paramedics, in accordance with SCCEMSS. Paramedics shall be required to evidence a current State of Illinois Paramedic Certificate and must have been approved by the Ingalls Memorial Hospital Mobile Intensive Care System. At least one (1) of the paramedics assigned to each ALS unit must have a minimum of eighteen (18) months of experience as a certified paramedic. The

professional credentials of each paramedic shall be made available to the Village for examination upon request.

- B. In addition, on each shift, there shall be a designated lead or chief paramedic in charge of and responsible for all activities on the shift. Further, a daily duty roster for each shift shall be supplied by the Contractor to the Village's E-911 Center.
- C. All paramedics shall continue their professional education to meet the requirements of the SCCEMSS, the Illinois Department of Public Health, and other appropriate agencies. This education and training will be the sole responsibility of the Contractor.
- D. All paramedics are employees of the Contractor and are not in any manner to be considered employees or agents of the Village. All employee benefits shall be the responsibility of the Contractor including, but not limited to, holidays, vacation, sick leave, retirement, worker's compensation, unemployment compensation, FICA or any other obligation due an employee under local, State or Federal law.
- E. To the extent the same would not cause a violation of any of the criteria and terms set forth elsewhere in this Contract, the Contractor is hereby authorized to enter into such Mutual Aid Agreements with surrounding ambulance services for the use of paramedic services as may be required by SCCEMSS. The Contractor must notify the Village of the terms of any such agreement and provide copies to the Village.
- F. Personal Protective Equipment: The Contractor shall provide all paramedics operating under this Contract with a minimum of the following Personal Protective Equipment (PPE); head protection, eye/safety protection, hand

protection gear and OSHA or IDOC required PPE. The above PPE list must be worn on the direction of the lead paramedic in charge of the shift and the Fire Department Incident Commander.

- G. Minimum Training Requirements: The training will include Hazardous Materials Awareness, Technical Rescue Awareness and NIMS (National Incident Management System) as minimum requirements. It is understood that all Kurtz staff assigned to Tinley vehicles/ambulances shall be NIMS compliant. Additional training may be required as determined by the Operation and Training Division of the Department. It is understood that all training costs shall be paid for by the Contractor.
- H. Contractor shall provide an Emergency Medical Services (EMS) supervisor 365 days a year and 24 hours a day during the duration of contract, with contact information supplied to the Village on the Daily Roster.

5. Communications

- A. Contractor shall supply radio, telemetry and/or wireless communication equipment compatible with the resource hospital, as well as with the Village's fire, police and public works departments (equipment and dispatch).
- B. Contractor must provide at its expense a twenty-four (24) hour dispatch service satisfactory to the Village. Such dispatch system shall include an automatic transfer of all calls coming in to the Village (i.e., the first person the caller talks to, after transfer, shall be a qualified employee or agent of the Contractor who is trained to provide appropriate pre-arrival instructions). Contractor shall be responsible for providing all pre and post arrival instructions. The Village

reserves the right and option during the Contract term to provide the dispatch service through its own dispatch system and at its expense. Contractor shall be required to provide adequate dispatch training, to personnel determined by Village, for the purposes of qualifying/certifying said personnel in ambulance dispatching. In the event the Village does exercise its option to take over dispatching, the Village's annual payments shall be reduced by the appropriate amounts, as shown on exhibit "A".

- C. It is understood that all Kurtz staff assigned to dispatch or service Tinley Park vehicles/ambulances shall be NIMS compliant.
- D. Contractor shall provide all ambulances, which service the Village to be equipped with a global positioning system (GPS). Contractor shall make available to the Village access to the GPS system 365 days a year and 24 hours a day. In the event that the Village begins performing its own dispatch services, contractor shall ensure that GPS systems fully integrate with the Village's Computer Aided Dispatch (CAD) system.
- E. It is understood that the Village's Emergency Management & Communications Director shall be the primary Village contact for services provided by the Contractor under this Contract.

6. Payments to the Contractor.

- A. The Village agrees to pay the Contractor at the rate specified each month for the term of the Contract as indicated on Exhibit "A" attached hereto and hereby made a part hereof.

B. The Village agrees to pay the Contractor monthly. Each monthly payment shall be made by the 15th day of the month following the month of service.

7. Insurances and Hold Harmless Clause.

A. Contractor shall secure and continuously at all times maintain throughout the term of the Agreement insurances as indicated below, as well as any other insurance the Contractor determines is necessary to conduct and provide service under the Agreement. The insurance company providing coverage must have a Best's rating of "A,8" or better. Proof of at least the following insurance shall be submitted to the Village Clerk:

(1) Workers Compensation

Limits required by law.

(2) Auto Liability

Combined single limit of not less than five million (\$5,000,000) per occurrence.

(3) General Liability

Combined single limit of not less than five million (\$5,000,000) per occurrence.

(4) Professional Malpractice Liability

Combined single limit of not less than five million (\$5,000,000) per occurrence.

B. The Village of Tinley Park shall be named as additional insured on all insurance policies listed above (except for worker's compensation) and shall be furnished with certificates of insurance upon which certificates shall be endorsed that in the

event the policy shall be non-renewed, modified, canceled, or changed in any way, thirty (30) days advance written notice is required to be given by the insurance company to the Village. In the event any of the insurance is non-renewed, modified, changed, or terminated for any reason, or is in an amount below the specified amount, the Village at its option, can terminate this contract upon three (3) days advance written notice to the Contractor.

C. The Contractor hereby agrees to indemnify and hold harmless the Village, its officials, agents, and employees from and against all claims, damages, losses, judgments and expenses of any kind (including attorney fees) directly or indirectly arising out of or resulting from the conduct and performance of the Contractor and its officers, employees and agents while acting or failing to act pursuant to or under this Contract. Contractor agrees to abide by all applicable Federal and State rules and regulations.

8. Records and Reports.

A. Contractor shall maintain an accurate record of each trip made as a part of the service provided. The minimum information to be kept as to each trip shall be as follows:

1. Time of call
2. Time of Dispatch
3. Time En-route and responding location
4. Time of arrival at scene/response time per call
5. Time of departure from scene (Via Radio)
6. Time of arrival at hospital (Via Radio)

7. Time back in service
8. Monthly average response time per call
9. Paramedic(s) responding
10. Name of patient
11. Address of patient
12. Itemized list of service rendered
13. Itemized account of charge
14. Source of call
15. Refusals of transport

All information provided above shall be made available to the Village upon request of the Village and on an ambulance response form approved by the Village. Such forms shall be made available to the Village within twenty four (24) hours of any such Village request. If any complaint is filed with the Village concerning the service being provided by the Contractor, the Contractor shall make its employees available for any investigation that may be initiated by the Village at the reasonable times and places specified by the Village. The Contractor shall also identify a Community Relations Officer for purposes of assisting the Village in addressing billing complaints, customer service issues and to answer general questions of Village officials and/or residents.

- B. Monthly reports of 8,A,1 through 8,A,8 above must be provided to the Village. In such reports, Contractor must highlight all calls where the response time was in

excess of six (6) minutes and provide the Village with all of its records (not limited to 8,A,1 through 8,A,8) regarding each such call.

- C. Sustained Complaint Notification: Kurtz Ambulance will notify the Director of Emergency Management and Communication of any sustained complaint filed against them or their staff regarding any Tinley response or incident. It is important to stress the word "sustained" is used as a complaint that is followed by reprimand, either verbal or written, up to and include termination.
- D. Contractor and Village designee agree to meet on an as needed basis, but no less than quarterly, to discuss any outstanding service and/or contract issues, questions or concerns.

9. Notice to Village Officials

To the extent permitted by law, Contractor agrees to provide the Village Health Officer, the Village Police Chief (or his designee), and the Village Fire Chief (or his designee) and Village's Director of Emergency Management and Communication with specific details of any patient transported who is diagnosed as possibly dangerous and/or contagious disease carriers within twenty-four (24) hours of providing ambulance service, providing the Village Health Officer, the Village Police Chief (or his designees), and the Village Fire Chief (or his designees) and Village's Director of Emergency Management and Communication with all information that is allowed by law to be given to the Village, particularly all information that would relate to any risks associated with Village employees responding to the original ambulance scene. It is understood that if individual patients cannot be identified under applicable law, that such individual identity

need not be disclosed, but nevertheless Contractor must provide all other information that is legally available.

10. Assignment of Contract.

The Contractor may not assign this Contract without prior written approval of the Village.

11. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d *et seq.* (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the “Federal Electronic Transaction Regulations”), all as amended from time to time and, all collectively referred to herein as “HIPAA Requirements”. The parties agree not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the

confidentiality, privacy, security of, and electronic transactions pertaining to, health care information. This section shall survive the expiration or termination of this Agreement.

12. Letter of Credit

The Contractor must provide a direct pay letter of credit, in a form and substance satisfactory to the Village and issued by a financial institution satisfactory to the Village, in the amount of twenty-five (25) percent (25%) of the annual amount to be paid by the Village to the Contractor under this Contract. The letter of credit shall be valid for the full term of the Contract and renewable annually by the Village, and shall provide that in the event of any material default under the Contract by the Contractor, the full amount of the letter of credit would be payable to the Village as liquidated damages and not as a penalty. Following the posting of the initial letter of credit required hereunder, if at any time thereafter the Village received notice that said security will terminate, the Village shall have full and complete authority to draw the entire letter of credit amount and hold said funds as devoted or available for those purposes set forth in this contract unless the letter of credit is replaced or renewed or a substitute form of security in a form and amount acceptable to the Village is provided at least fourteen (14) days prior to the expiration of the existing letter of credit.

It is understood and acknowledged that in the event of default, the damages to the Village may exceed the amount of the letter of credit and therefore nothing herein shall be construed to prevent the Village from recovering its full actual damages in the event of any such default. In no event shall a draw on the letter of credit be construed as a penalty.

The letter of credit is intended solely to reimburse the Village for the damages to the Village by virtue of default of the Contractor under the Contract, and is not intended to reduce or impair the Contractor's obligation to maintain insurance and indemnify the Village under Paragraph 7 of this Contract or to compensate the Village for liability for any claims, damages, losses, judgments, or expenses of any kind (including attorney's fees).

13. Contractors Charges to Service Recipients.

Contractor will be entitled to charge service recipient(s) for all medical and transportation service provided to them at a rate that is usual and customary for such service. Contractor shall be fully and solely responsible for collecting said charges from the service recipient(s) and/or all applicable third party payers (including from the recipient's insurance (including Medicare and/or Medicaid)). The Contractor shall agree to accept all insurance assignments (including Medicare and/or Medicaid). Said charges shall be uniform and a schedule of said charges shall be on file with the Village Clerk. A schedule of all current charges of the Contractor must be submitted to and approved by the Village, and shall separately state charges for "Basic Life Support," "Advanced Life Support," mileage, and use of oxygen or as prescribed by Medicare or Medicaid. All future increases must all be approved by the Village. In the event that the Contractor desires to increase said charges during the Contract term, the Contractor shall first give thirty (30) days advance written notice to the Village specifying the increased charges. Upon the receipt of said notice, the Village may either approve or disapprove said increase within thirty (30) days of receipt of such notice. In the event that the Village disapproves any such increase in charges, the Contractor shall have thirty (30) days to

submit appropriate evidence/documentation to the Village to show that the proposed increase(s) in charges are customary and reasonable in the ambulance service industry. The Village will review such evidence and render a final decision within fifteen (15) days of receipt of such evidence. If the Village still does not approve the rate increase, that decision shall be final.

A schedule of all charges currently in effect as of the initial signing of this Contract is attached hereto and hereby made a part hereof as EXHIBIT B.

14. Change in Ownership.

A. In the event that there is a change in ownership (legal or beneficial) in the Contractor during the term of the Contract, including any change brought about by sale of the assets of the Contractor or by the sale of more than twenty-five percent (25%) of the stock of the Contractor, or if the Contractor is placed in receivership or otherwise files a petition for bankruptcy, Contractor shall give the Village at least ninety (90) days advance written notice prior to any such change in ownership, sale, receivership, etc. During such ninety (90) day period, the Village shall have the right to review the Contract and may terminate it at any time during said ninety (90) day period. If the Contractor fails to give ninety (90) day notice, it shall constitute a default under this Contract and the letter of credit provided for in Paragraph 12 above shall be drawn upon immediately by the Village. In addition, this Contract shall terminate. Changes in management shall be reported to the Village.

15. Additional Responsibilities of Contractor.

- A. Disaster exercises (including supporting of ambulances and personnel) but no more than six (6) times a contract year (from 8/1 to 7/31). If requested more than six (6) times in a year, the parties will agree on appropriate compensation for those in excess of six (6) times.
- B. Provide annually the name of their representative/liaison to all appropriate departments and Committees.
- C. Provide support to Village Departments in training and education as needed but no more than three (3) times a contract year. If requested more than three (3) times in a year, the parties will agree on appropriate compensation for those in excess of three (3) times.
- D. Respond to and stand by all fire incidents at to the Village until released by the Fire Chief or his authorized designee.
- E. Provide an ambulance for public relations purposes to the Village, upon request by the Village.
- F. Provide a First Responder Class to all interested Village employees (cost of course materials to be at the expense of the Village or its employees as determined by the Village). This class will be offered through the Contractor's Training Division and will be tailored to the needs of the Village.
- G. Identify management personnel who will act as the Contractor's representative for the Village's Disaster Planning Committee. The identified representative will be required to attend all regular meetings of the Disaster Planning Committee upon request.

H. In the event that the Village's Police Department establishes a Narcan Program the Contractor will assist with the implementation and execution of the program.

16. Termination of Contract.

The Contractor and the Village agree to perform their commitments in strict accordance with the specification and terms of this Contract and all applicable State and Federal laws, and nonperformance or failure to perform and comply with any of the terms and conditions or maintain the standards therein contained may be treated by the Village as a breach of the Contract by the Contractor. The Village may terminate this Contract unilaterally upon at least thirty (30) days advance written notice to the Contractor in the event the Village determines there has been a breach of the Contract by the Contractor, provided that the Contractor will be given a reasonable period to cure any technical or non-material breach. The Contractor may terminate this Contract unilaterally upon at least one-hundred and eighty (180) days advance written notice to the Village in the event the Contractor determines there has been a breach of the Contract by the Village, provided that the Village will be given a reasonable period to cure any technical or non-material breach.

17. Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by the United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Village President
Village Hall

16250 South Oak Park Avenue
Tinley Park, Illinois 60477

2. Village Clerk
Village Hall
16250 South Oak Park Avenue
Tinley Park, IL 60477
3. Village Manager
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
4. Village Director of Emergency Management and Communications
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
5. Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Tom Melody

For the Contractor:

1. President & Chief Executive Officer
1900 Garnet Ct.
New Lenox, IL
Attention: Thomas J. Vana
2. Lanting, Paarlberg & Associates
938 W. US 30
Scherverville, IN. 46375
Attention: James Lanting

or such other addresses that any party hereto may designate in writing to the other party pursuant to the provisions of this Paragraph.

18. No Waiver of Right to Enforce Contract.

Failure of either party to this Contract to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

19. Paragraph Headings and Subheadings.

All paragraph headings or other headings in this Contract are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

20. Authorization to Execute

The officers of Contractor executing this Contract warrant that they have been lawfully authorized by their Board of Directors to execute this Contract on behalf of the Contractor. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board to execute this Contract. The Contractor and Village shall, upon request, deliver to each other at the time of such request or the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, letters of direction, ordinances or other documents

required to legally evidence the authority to so execute this Contract on behalf of the respective entities.

21. Complete Agreement and Amendment.

This Contract sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Contract shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

22. Counterpart.

This Contract may be executed in two or more components, each of which taken together, shall constitute one and the same instrument.

23. Definition of Village.

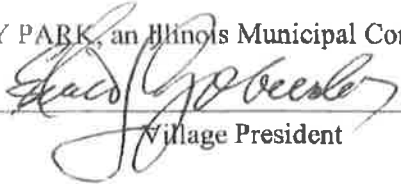
When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

24. Execution of Agreement.

This Contract shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Contract on Page 1 hereof which date shall be the effective date of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and attested and have caused their respective seals to be affixed hereto on the dates reflected by such signatures.

VILLAGE OF TINLEY PARK, an Illinois Municipal Corporation

By: 
Village President

ATTEST:

By:


Village Clerk

Kurtz Ambulance

By:



Its _____

Exhibit "A"

VILLAGE PAYMENTS TO CONTRACTOR*

<u>YEAR</u>	<u>MONTHLY CHARGE</u>	<u>ANNUAL CHARGE</u>
8/1/2014 to 7/31/2015	\$71,006.58	\$852,079.00
8/1/2015 to 7/31/2016	\$76,750.54	\$921,006.50
8/1/2016 to 7/31/2017	\$80,774.81	\$969,297.74
8/1/2017 to 7/31/2018	\$84,679.04	\$1,016,148.53

At the Village's option, any of the following cost saving options may be utilized by the Village during the duration of the contract.

Option A – Kurtz is able to utilize the current ambulance "quarters" located at the intersection of 159th and Harlem Avenue. Annual Reduction – \$24,000

Option B – The Village of Tinley Park waives the Letter of Credit Requirement of the Contract
Annual Reduction- 1.0% of the total value of the Letter of Credit as mandated in Paragraph 11.

Option C – Kurtz would select one of the Lead Paramedics in a dual role as Contract Coordinator and Kurtz Top Management to perform the duties of account manager.

Annual Reduction - \$63,000

Option D – The Village of Tinley Park performs all 911 dispatch services related to the Contract

Annual Reduction - \$196,000

Option E (subsidy/cost sharing) –

All billing revenue collected by Contractor, or its agent, from or on behalf of service recipients, in excess of the “net annual collections” shown below will be paid to the Village less a 4% billing fee. It is understood that said payments to the Village shall only be for services provided by ambulances dedicated to the Village of Tinley Park.

<u>YEAR</u>	<u>NET ANNUAL COLLECTIONS</u>
8/1/2014 to 7/31/2015	\$1,535,400
8/1/2015 to 7/31/2016	\$ 1,558,431
8/1/2016 to 7/31/2017	\$1,581,807
8/1/2017 to 7/31/2018	\$1,605,534

It is understood that the Village shall have the right to select any of the previous options at the start of the Contract. In addition, the Village may select any remaining options for implementation, after the start of the Contract, with thirty (30) days written notice to the Contractor. Village cost savings achieved through implementation of these options shall be prorated if option(s) are selected after the start of the Contract.

EMS Billing Rates and Charges

Provider Name: Andres Medical Billing, Ltd.

Address: 3343 North Ridge Ave, Arlington Heights State: IL Zip Code: 60004

Year	Resident			Non-Resident			Mile (per mile)	
	BLS	ALS-1	ALS-2	BLS	ALS-1	ALS-2	Resident	Non-Res
1	\$800.00	\$1,000.00	\$1,200.00	\$1,000.00	\$1,200.00	\$1,400.00	\$15.00	\$15.00
2	\$800.00	\$1,000.00	\$1,200.00	\$1,000.00	\$1,200.00	\$1,400.00	\$15.00	\$15.00
3	\$800.00	\$1,000.00	\$1,200.00	\$1,000.00	\$1,200.00	\$1,400.00	\$15.00	\$15.00
4	\$800.00	\$1,000.00	\$1,200.00	\$1,000.00	\$1,200.00	\$1,400.00	\$15.00	\$15.00



Interoffice Memo

Date: November 8, 2017

To: Pat Carr, Assistant Village Manager

From: John Urbanski, Assistant Public Works Director

Subject: License Plate Recognition & Security Camera Replacement Project

Presented for November 14th, 2017 Public Safety Committee Agenda discussion and possible action:

Background:

Tinley Park maintains over 100 security cameras placed across the Village to monitor selected areas. The Public Works, Police and IT departments were tasked with evaluating the existing and possibilities of new camera locations at the main roadway intersections into the Village. At the October 17th 2017 Village Board Meeting a discussion and presentation was given to show the intersections in a prioritized rank as the Police Command Staff have deemed high profile areas. Board approval was given to secure a JOC contract with the approved contractor, F.H. Paschen for the first phase of these installations at the intersection of 183rd & Harlem Ave.

This memo is to serve as a status update for the camera upgrades and installations at the stated intersection. Attached to this memo are SOW descriptions, details and photos for location clarity. Due to lead times of all required equipment and IDOT required right-of-way permit lead times, the initial installation of two (2) cameras outside of the IDOT jurisdiction will be estimated to occur within the month of December 2017. See attached Gantt chart for initial estimated schedule of project. This initial installation will serve for multiple solutions, allowing for a proof of concept (POC) for locations and License Plate Technology (LPR) technology. During this initial POC the cameras and technology will be fine-tuned for the following installations to be expedited.

Based on the recommended locations, quantity cameras, and required, annual licensing fees, Public Works will coordinate with the Police Department regarding selection of the cameras to license the LPR technology with.

Attachments:

1. JOC Contract
2. Camera location photos
3. Preliminary project schedule

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **F.H. Paschen, S.N. Nielsen & Associates LLC** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **One Hundred Fifty Nine Thousand Four Hundred Sixty Seven and 36/100 Dollars (\$159,467.36)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.
8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or

services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-O-002.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)

Submitted by (signature)

Title

F.H. Paschen, S.N. Nielsen & Associates LLC

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Jacob C. Vandenberg, Village President
(required if Contract is \$10,000 or more)

ATTEST:

_____ Date

Village Clerk
(required if Contract is \$10,000 or more)

VILLAGE OF TINLEY PARK

BY: _____

_____ Date

Village Manager

SCOPE OF SERVICES

Attached Scope of work for Security Cameras in area of 183rd St. & Harlem Ave. as detailed in:

- **Job Order Number #053346.00 Titled: Village of Tinley Park – Camera project at 183rd & Harlem and subsequently 191st**



Job Order Contract
Detailed Scope of Work

Job Order Number: 053346.00 **Date:** October 31, 2017
Job Order Name: Village of Tinley Park - camera project at 183rd & Harlem and subsequently 191st
Contractor Name: F. H. Paschen, S. N. Nielsen & Associates LLC
Location: 488 - 183rd & Harlem Avenue Tinley Park, IL 60477
183rd & Harlem Avenue
Tinley Park, IL 60477

Detailed Scope of Work

Preliminary Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work.

Brief Scope of Work:

Completion and installation of the camera project at 183rd & Harlem and subsequently 191st

Detailed Scope of Work:

Tinley Park LPR Camera Installation at 183rd St and Harlem

Phase 1 – Proof of Concept

- Supply and install (1) camera and radio onto existing light pole facing South on 183rd St.
- Supply and install camera software onto Tinley Park Police server. Tinley Park server and hardware supplied by owner.

Phase 2 – Full Installation After Successful Proof of Concept Phase

- Supply and install (6) Mesh Radios, (2) back haul radios, and (1) base station radio
- Supply and install (4) Axis LPR cameras
- Supply and install (2) Axis overview cameras
- Supply and install (5) 240V power supply battery charging systems
- Supply and install (4) Platesmart LPR software
- Supply (4) Milestone VMS Licenses
- Provide tower climber to install radio antenna on nearby water tower
- Provide project engineering, IT configuration, testing, commissioning, and owner training

All server hardware to be supplied by the Village of Tinley Park

Detailed Scope of Work - 053346.00

Job Order Contract

Proposal Review Summary - CSI

Date: October 31, 2017
Work Order #: 053346.00
Title: Village of Tinley Park - camera project at 183rd & Harlem and subsequently 191st
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$159,467.36
Proposal Name: Village of Tinley Park - camera project at 183rd & Harlem and subsequently 191st
Proposal Submitted: 10/23/2017

01 - General Requirements:	\$7,442.96
23 - Heating, Ventilating, And Air-Conditioning (HVAC):	\$10,900.66
26 - Electrical:	\$43,357.17
28 - Electronic Safety And Security:	\$97,766.57
Proposal Total	\$159,467.36

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals

The Percent of NPP on this Proposal: 0.00%

**Job Order Contract
Proposal Review Detail - CSI**

Date: October 31, 2017
 Work Order #: 053346.00
 Title: Village of Tinley Park - camera project at 183rd & Harlem and subsequently 191st
 Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
 Proposal Value: \$159,467.36
 Proposal Name: Village of Tinley Park - camera project at 183rd & Harlem and subsequently 191st
 Proposal Submitted: 10/23/2017

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					

1	01 22 23 00-0011		DAY	80' Engine Powered, Telescoping Boom Manlift	\$6,515.38		
				Quantity	Unit Price	Factor	Total
			Installation	6.00	x 942.70	x 1.1519	= \$6,515.38

Contractors Note: Boom lift on site for (1) day during proof of concept installation, and for (5) days during final installation.

2	01 71 13 00-0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.	\$927.58		
				Quantity	Unit Price	Factor	Total
			Installation	2.00	x 402.63	x 1.1519	= \$927.58

Contractors Note: Initial mobilization for POC and mobilization for full installation.

Subtotal for 01 - General Requirements: \$7,442.96

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

3	23 09 23 00-0005		HR	EMCS System Engineering, Schematic Design And Layout	\$7,408.28		
				Quantity	Unit Price	Factor	Total
			Installation	32.00	x 200.98	x 1.1519	= \$7,408.28

Contractors Note: System and program engineering by Pace Systems

4	23 09 23 00-0008		HR	EMCS System Controls Training	\$1,746.19		
				Quantity	Unit Price	Factor	Total
			Installation	8.00	x 189.49	x 1.1519	= \$1,746.19

Contractors Note: Owner training of new camera system.

5	23 09 23 00-0009		HR	EMCS On-Site System Diagnostics Field Technician	\$1,746.19		
				Quantity	Unit Price	Factor	Total
			Installation	8.00	x 189.49	x 1.1519	= \$1,746.19

Contractors Note: Tower Climber specialist on site to install radio antenna on nearby water tower.

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning: \$10,900.66

26 - Electrical

6	26 35 46 00-0003		EA	100 Amp Radio Frequency Filter	\$43,357.17		
				Quantity	Unit Price	Factor	Total
			Installation	5.00	x 7,527.94	x 1.1519	= \$43,357.17

Contractors Note: (5) 240V Power Supplies and charging systems.

Subtotal for 26 - Electrical: \$43,357.17

28 - Electronic Safety And Security

Proposal Review Detail - CSI Continued..

Date: October 31, 2017
 Work Order #: 053346.00
 Title: Village of Tinley Park - camera project at 183rd & Harlem and subsequently 191st

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
28 - Electronic Safety And Security						
7	28 23 00 00-0003	EA		Factory Project Management Program For 1 To 20 Camera System Vicon CCTV Installation Support Note: Includes two site visits by a Vicon technical representative. First site visit to generate punch list and 2nd site visit for final inspection and training.	\$3,505.46	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	3,043.20 x	1.1519 =	\$3,505.46
Contractors Note: Camera system project management.						
8	28 23 00 00-0101	EA		ViconNet Multi-Pack, 10 User License Pack Of VN1000V3 NVR Note: Vicon model VN1000V3-10.	\$33,938.48	
			Quantity	Unit Price	Factor	Total
		Installation	4.00 x	7,365.76 x	1.1519 =	\$33,938.48
Contractors Note: (4) LPR Software Licenses and (4) VMS Licenses including IT configuration, testing, and commissioning.						
9	28 23 00 00-0149	EA		Pressurized Camera Dome, Day/Night, 35X High-Resolution Note: Includes variable-speed drive, 35X high-resolution day/night camera with wide dynamic range and image stabilization, cast aluminum upper housing and clear lower dome. Vicon model SVFT-PRS35.	\$23,916.55	
			Quantity	Unit Price	Factor	Total
		Installation	6.00 x	3,460.45 x	1.1519 =	\$23,916.55
Contractors Note: (2) Axis Overview Cameras and (4) LPR cameras						
10	28 23 00 00-0305	EA		Pole Mount Adapter For 4"-10" Diameter Poles Note: Vicon model V20B-A. Painted Aluminum construction, includes mounting straps	\$1,024.41	
			Quantity	Unit Price	Factor	Total
		Installation	8.00 x	148.22 x	1.1519 =	\$1,024.41
Contractors Note: Pole mounting brackets for (6) cameras						
11	28 23 00 00-1251	EA		Eight-Channel, Multimode, Digitally Encoded Video With Bidirectional Data, Fiber Optics Transmitter (Pelco FT85081M)	\$20,942.65	
			Quantity	Unit Price	Factor	Total
		Installation	6.00 x	3,030.16 x	1.1519 =	\$20,942.65
Contractors Note: (6) Mesh Radios						
12	28 23 00 00-1257	EA		Eight-Channel, Single Mode, Digitally Encoded Video With Bidirectional Data, Fiber Optics Receiver (Pelco FR85081S)	\$14,439.02	
			Quantity	Unit Price	Factor	Total
		Installation	3.00 x	4,178.32 x	1.1519 =	\$14,439.02
Contractors Note: (2) back haul radios and (1) base station radio						
Subtotal for 28 - Electronic Safety And Security:					\$97,766.57	
Proposal Total					\$159,467.36	

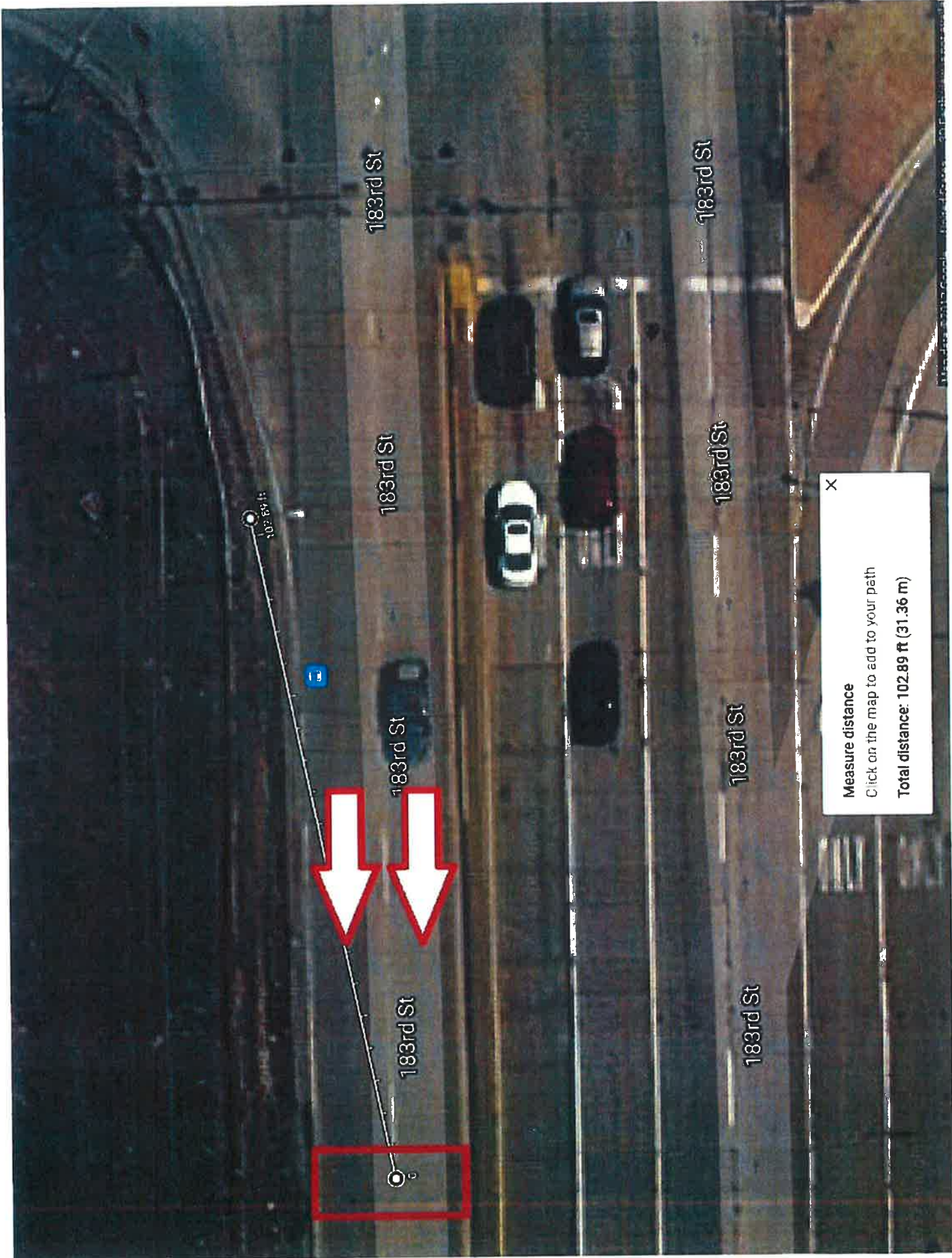
This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals

The Percent of NPP on this Proposal: 0.00%

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



183rd St

183rd St

183rd St

183rd St

183rd St

183rd St

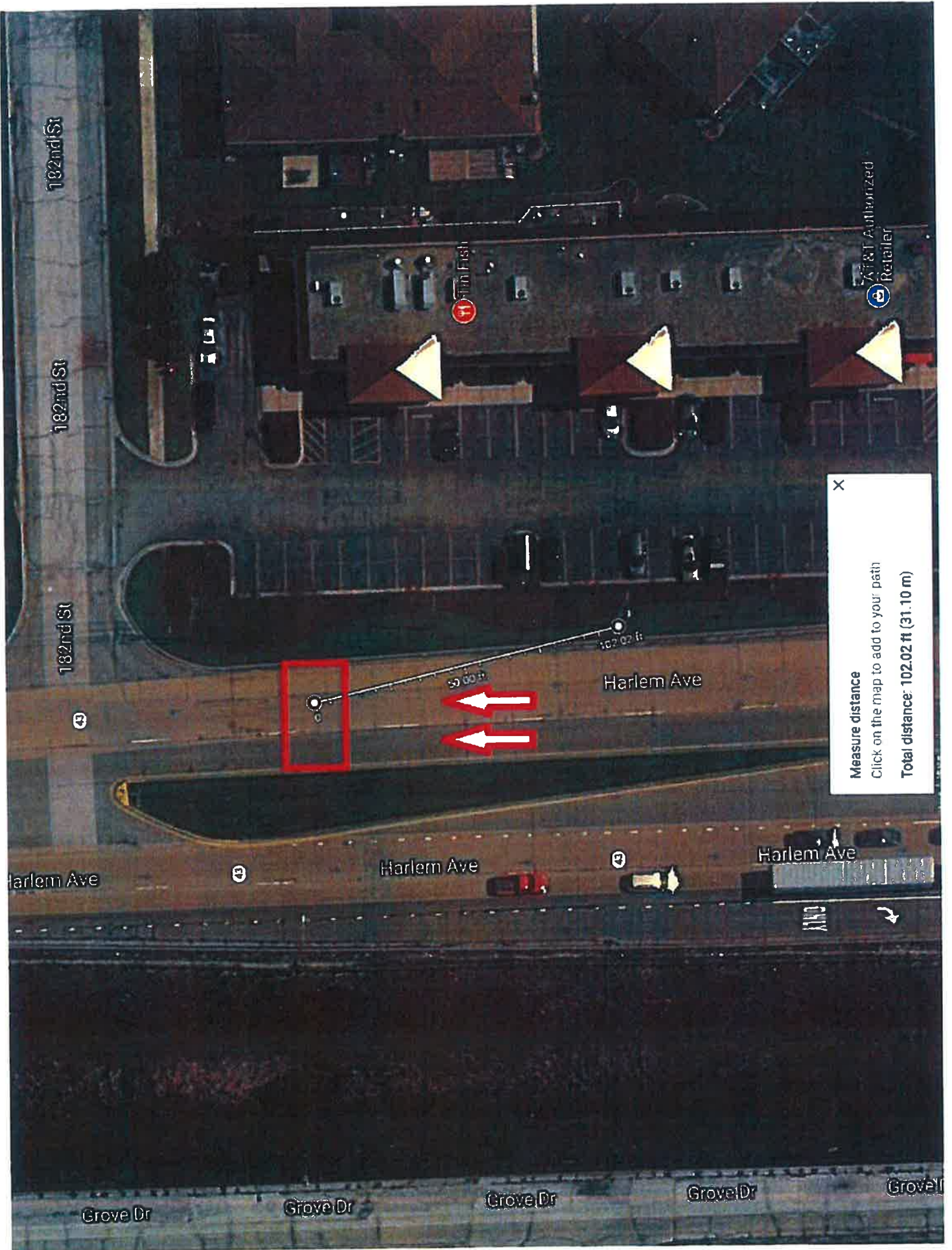
183rd St

183rd St

102.89 ft

X

Measure distance
Click on the map to add to your path
Total distance: 102.89 ft (31.36 m)



X

Measure distance
Click on the map to add to your path

Total distance: 102.02 ft (31.10 m)

182nd St

182nd St

182nd St

49

Tim Fish

Authorized Retailer

Harlem Ave



102.02 ft

50.00 ft

Harlem Ave

49

Harlem Ave

49

Harlem Ave

ONLY

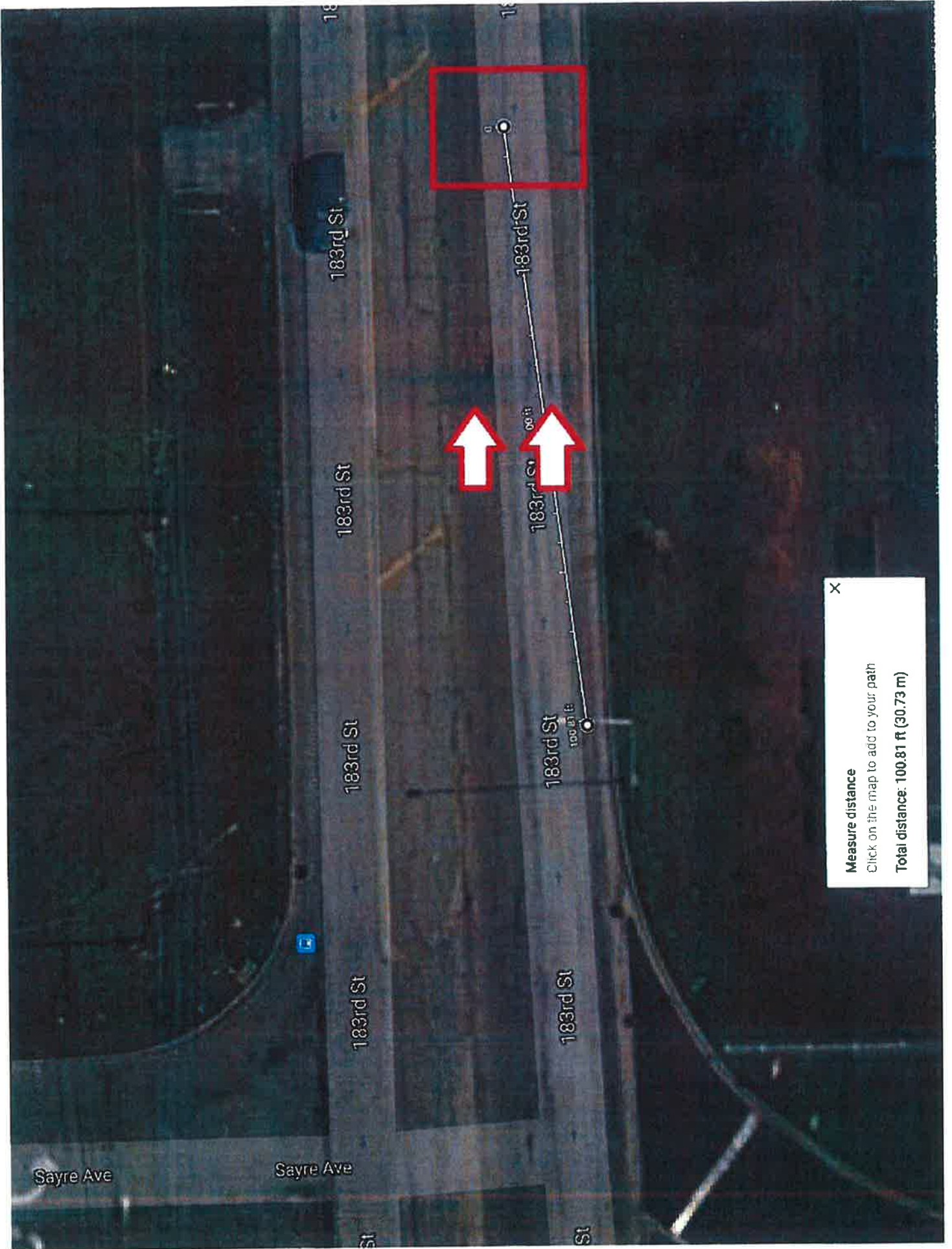
Grove Dr

Grove Dr

Grove Dr

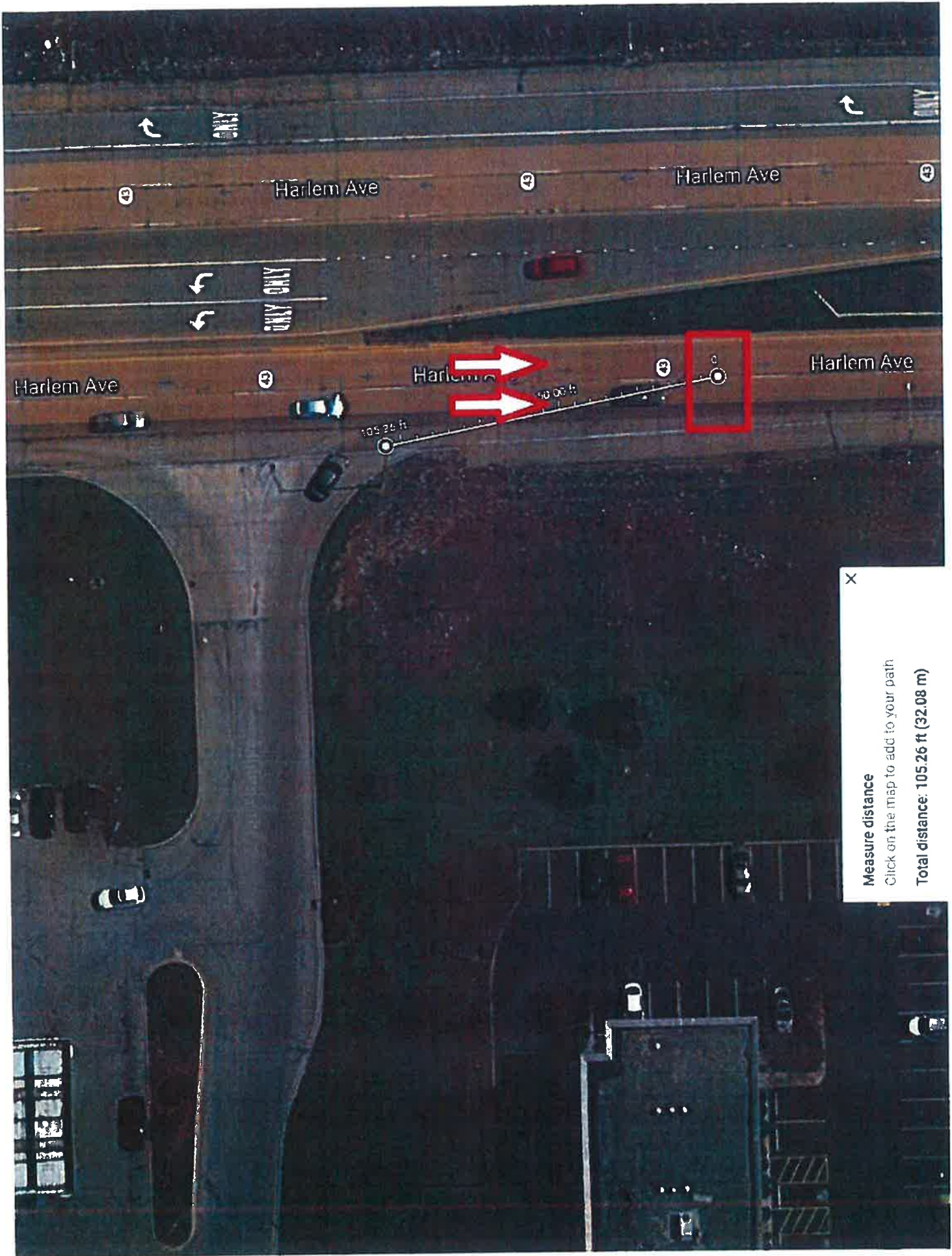
Grove Dr

Grove Dr



X

Measure distance
Click on the map to add to your path
Total distance: 100.81 ft (30.73 m)



⑨

Harlem Ave

⑨

Harlem Ave

⑨

ONLY ONLY

Harlem Ave

⑨

Harlem Ave

⑨

Harlem Ave

105.26 ft

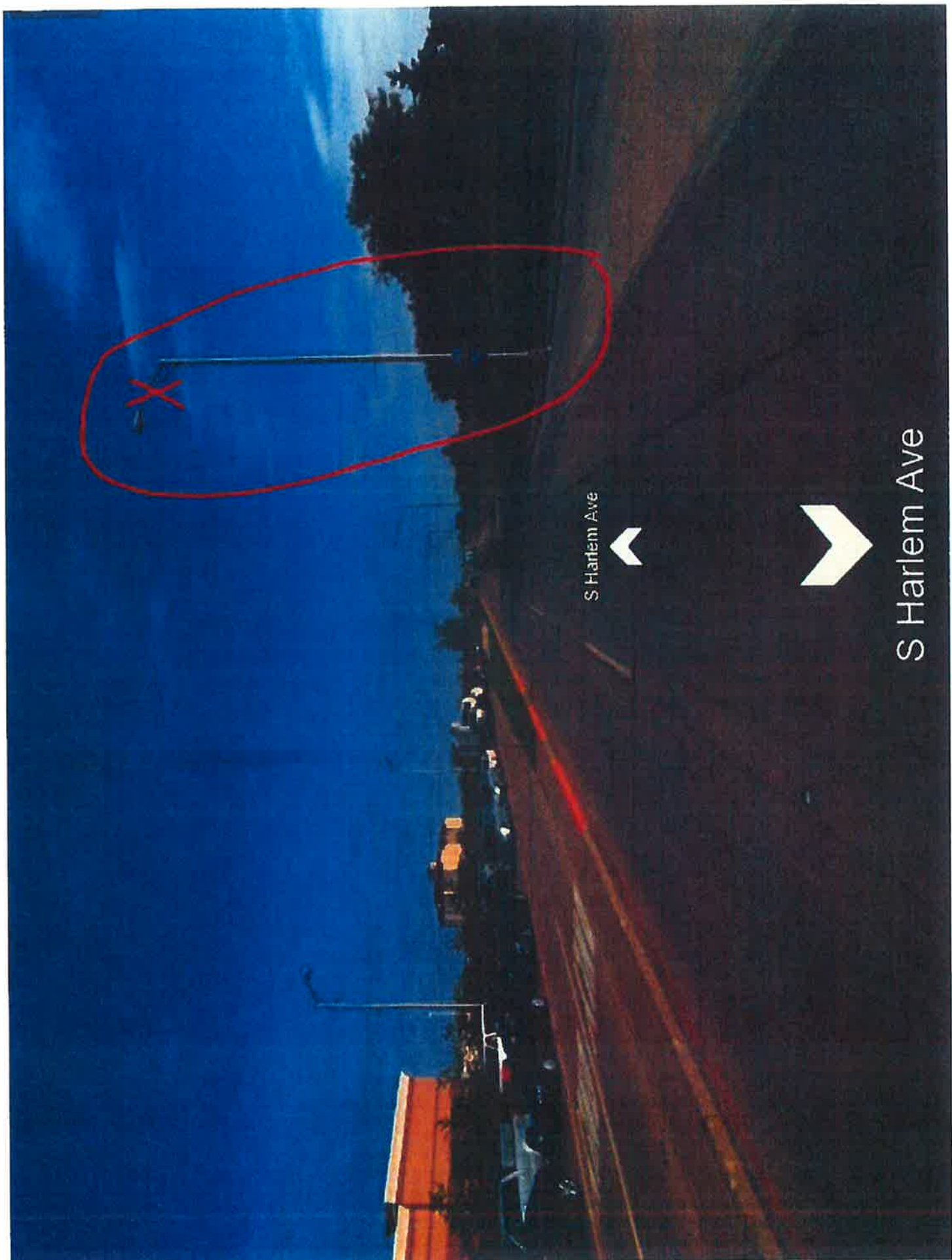
32.08 m

X

Measure distance

Click on the map to add to your path

Total distance: 105.26 ft (32.08 m)

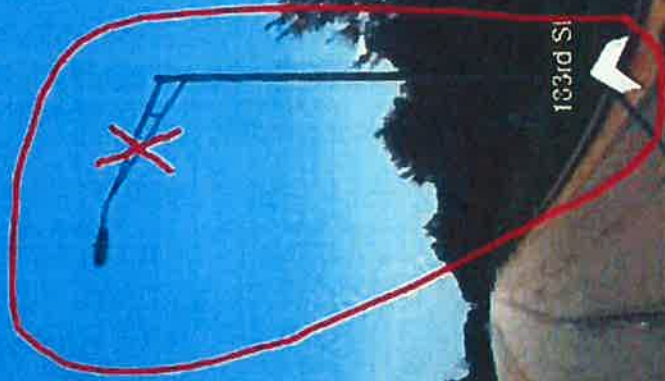


S Harlem Ave



S Harlem Ave

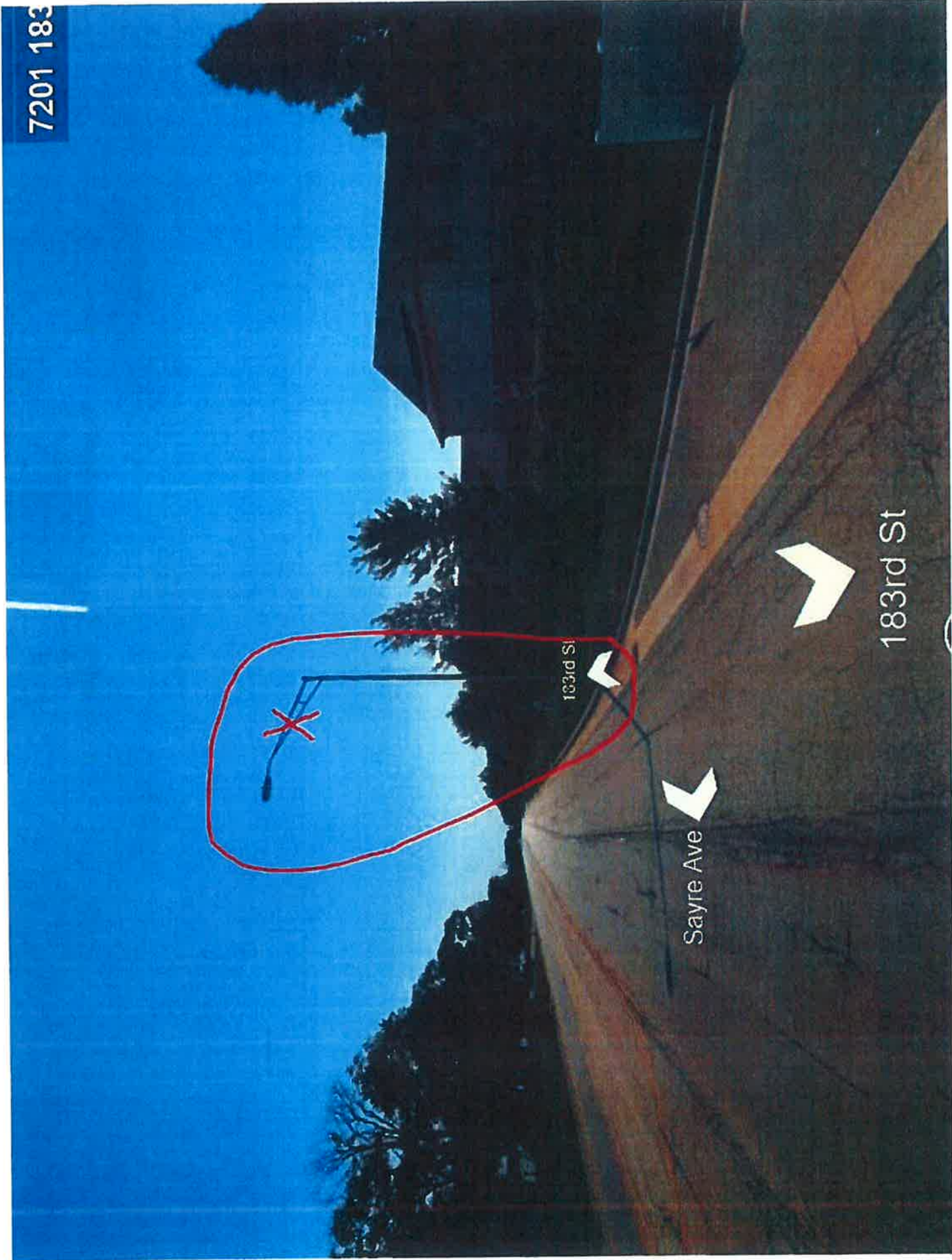
7201 183



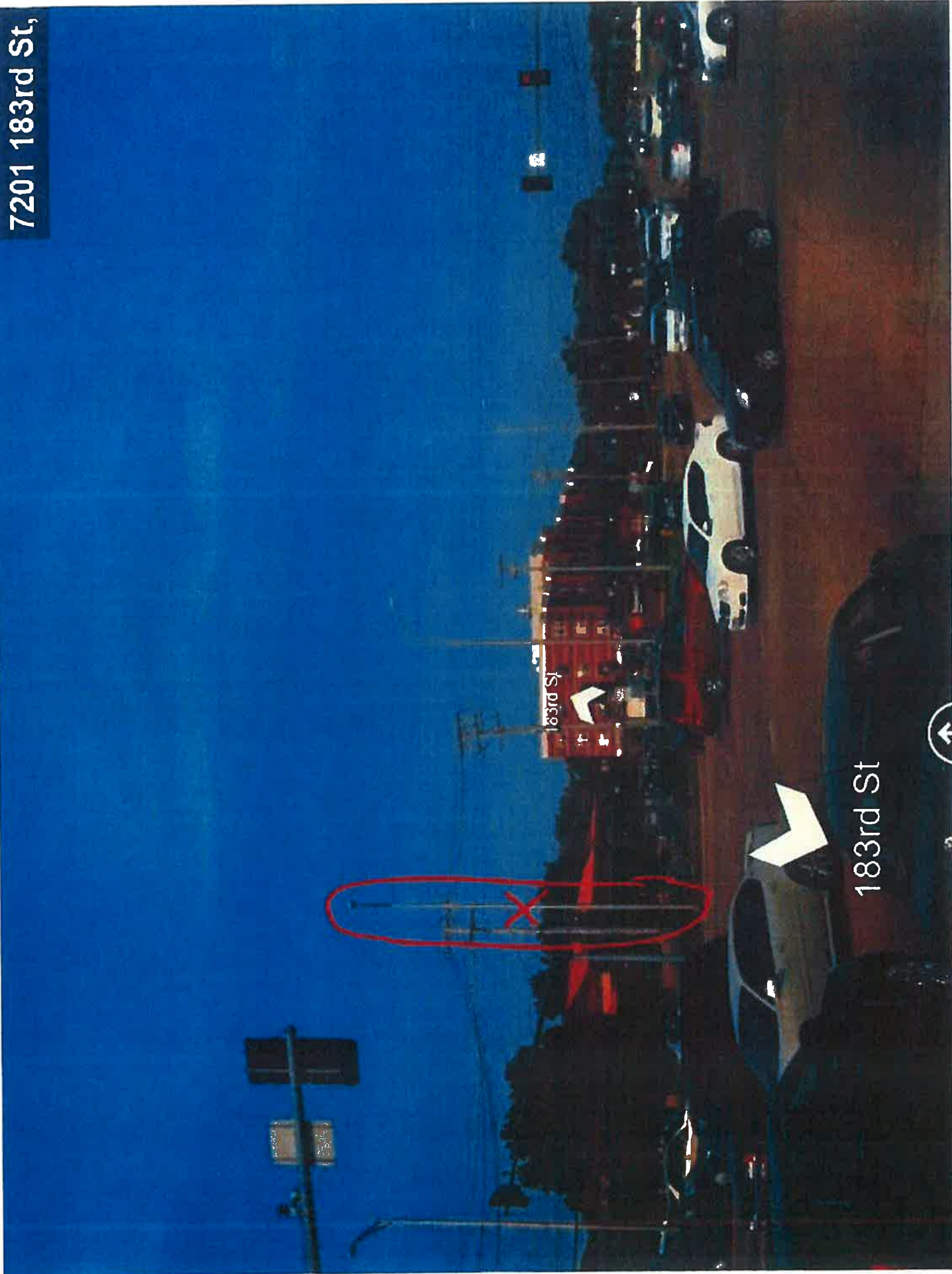
133rd St

Sayre Ave

183rd St



7201 183rd St,



183rd St

183rd St

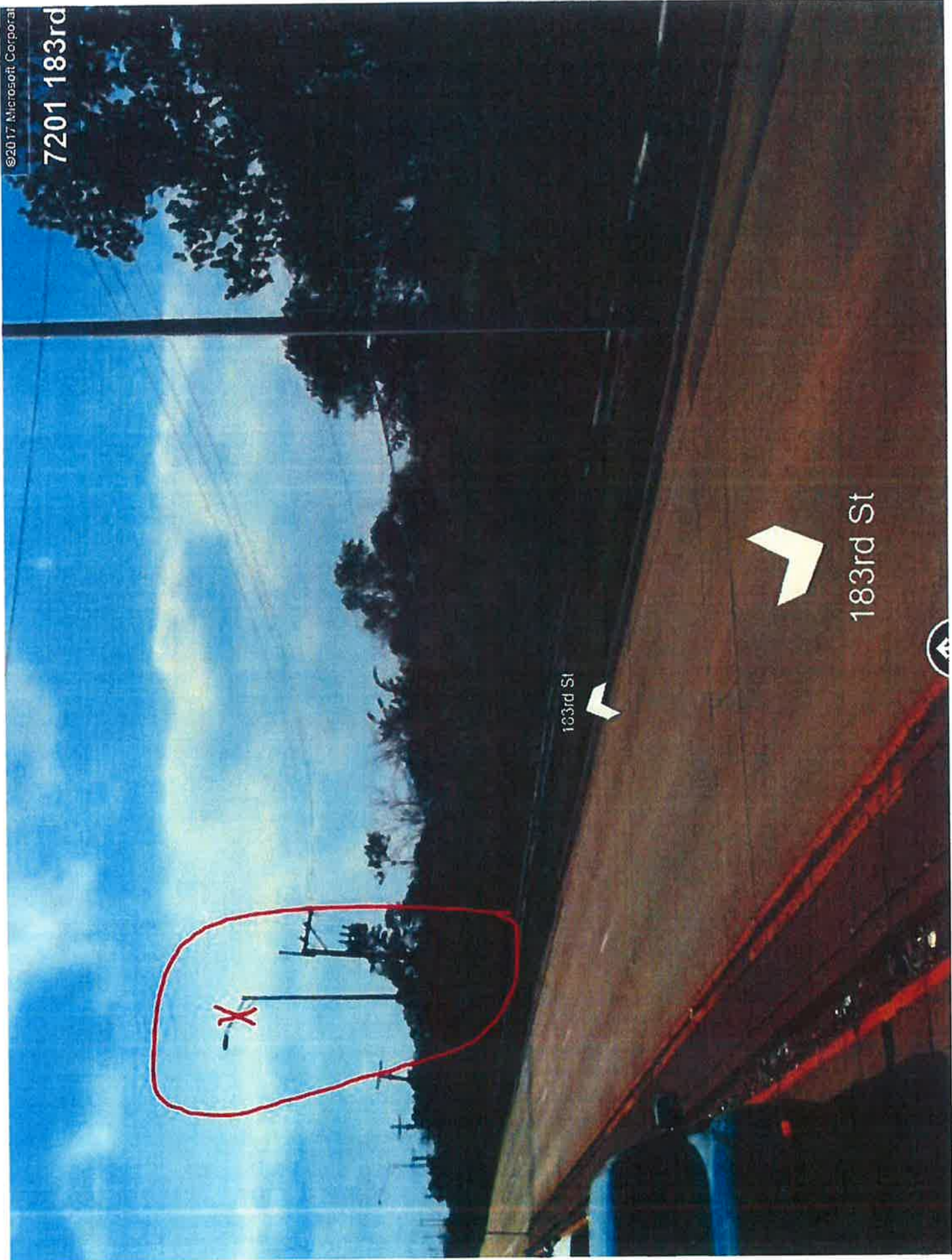


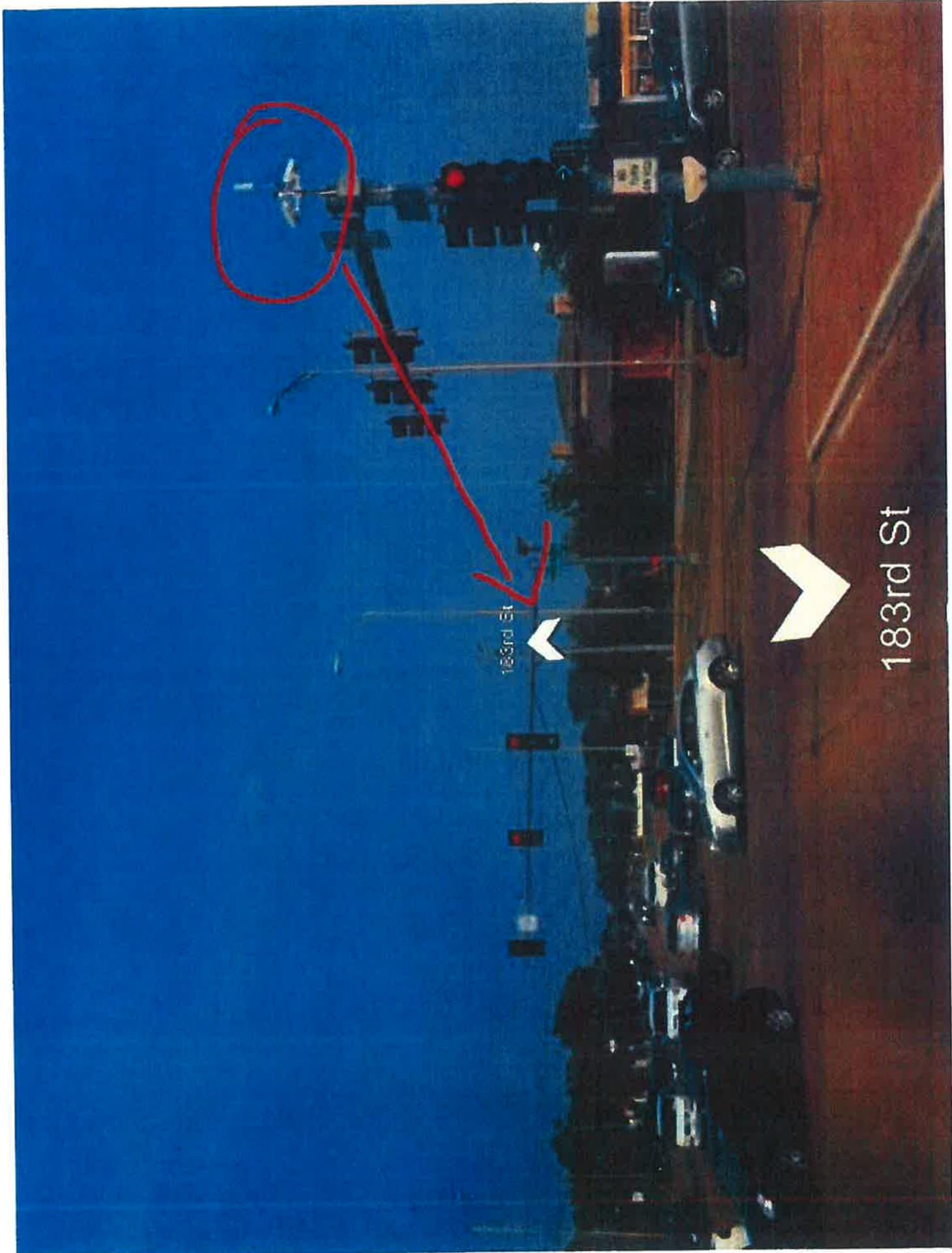
7201 183rd

X

103rd St

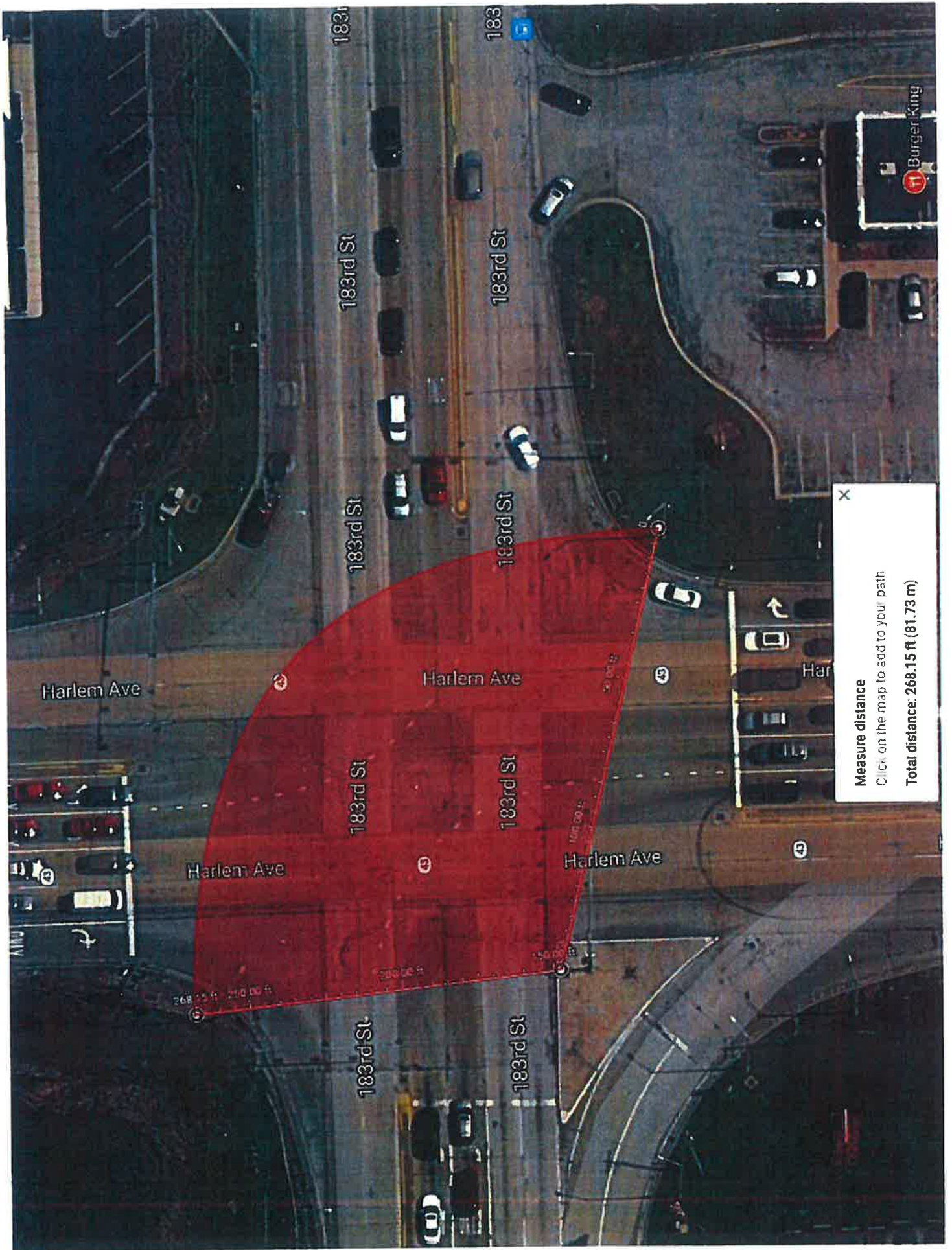
183rd St





183rd St

183rd St



Harlem Ave

183rd St

183rd St

183rd St

183rd St

183rd St

183rd St

Harlem Ave

183rd St

183rd St

Harlem Ave

Harlem Ave

183rd St

183rd St

Burger King

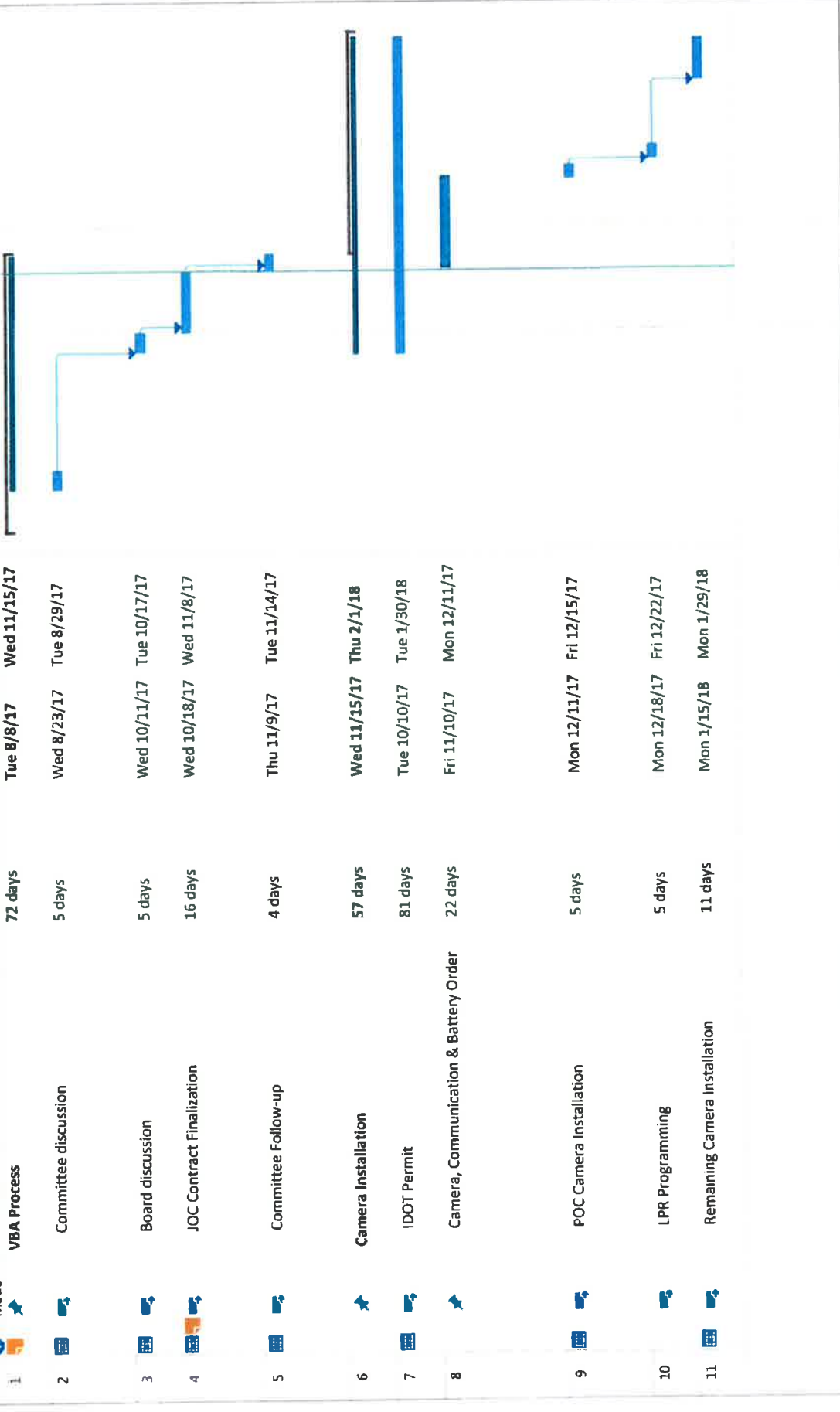
Measure distance
Click on the map to add to your path
Total distance: 268.15 ft (81.73 m)



X

Measure distance
Click on the map to add to your path

Total distance: 248.98 ft (75.89 m)



Project: Simple Project Plan
 Date: Thu 11/9/17

Task Split Milestone Summary Project Summary

Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only

Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks

External Milestone Deadline Progress Manual Progress



Interoffice Memo

Date: November 10, 2017

To: Committee of the Whole

From: David Niemeyer, Village Manager

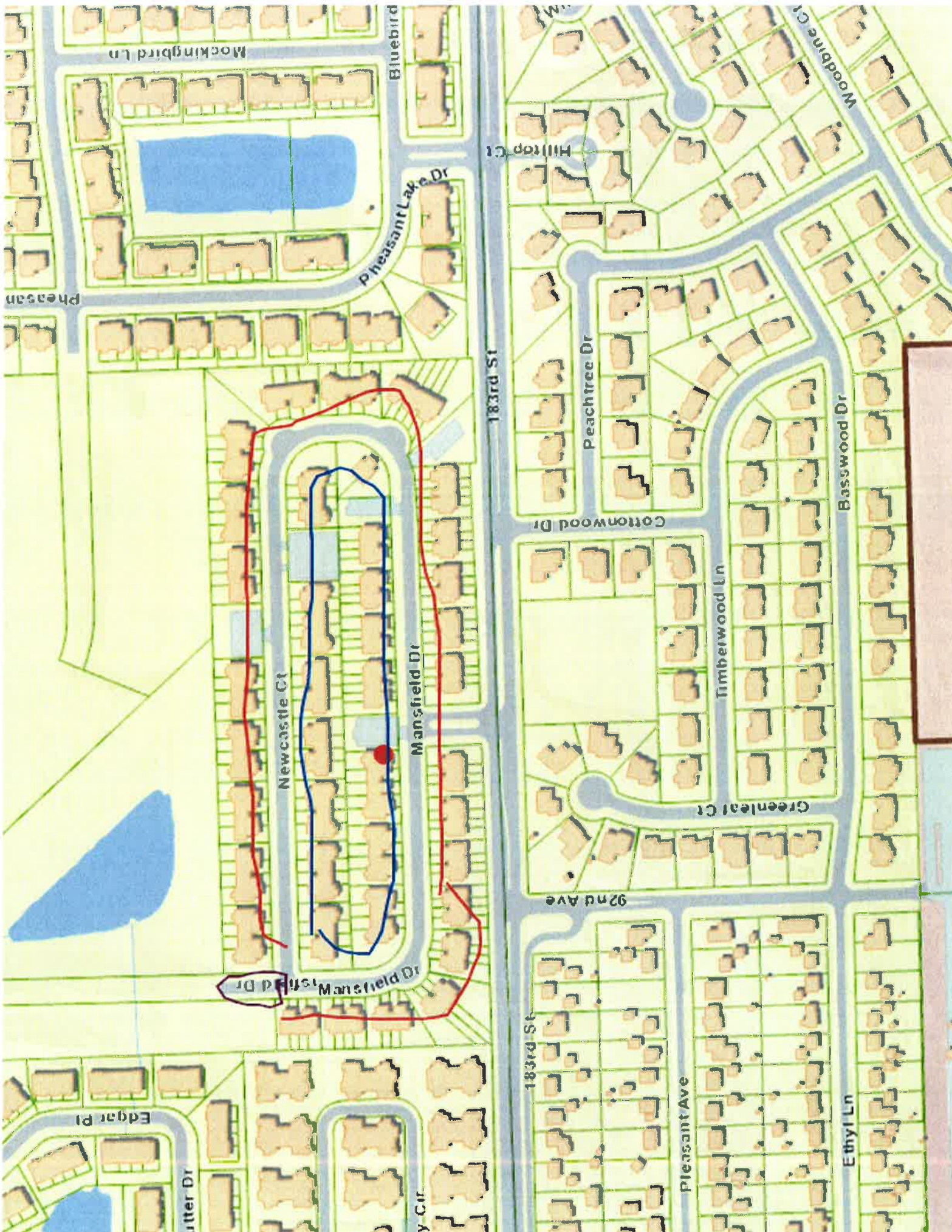
cc: Pat Carr, Assistant Village Manager
Steve Neubauer, Police Chief
Forest Reeder, Fire Chief
Patrick Connelly, Village Attorney

Subject: Mansfield Parking Issue

Resident, Dwight Welsh, has requested that the Village consider banning parking on the fire hydrant side of Mansfield as is shown on the attached map. He has said he is speaking for the HOA board. There are several parking lots in the subdivision that are not fully used and he claims the streets get clogged with parking and it might be difficult for emergency vehicles to pass through at those times

I would recommend that if the Committee is interested in pursuing this, that the Police Department undertake a study on this issue. We have not done this in other residential areas but we could do this here if the Board desires, knowing it may open up requests in other areas.

In addition, the HOA will be pursuing buying an additional lot from Gallagher and Henry if the Village decides to limit parking to one side.



Mockingbird Ln

Bluebird

Pheasant Lake Dr

Hilltop Ct

Wodbine Ct

Pheasant

183rd St

Peachtree Dr

Cottonwood Dr

Basswood Dr

Newcastle Ct

Mansfield Dr

Timberwood Ln

Greenleaf Ct

92nd Ave

183rd St

Pleasant Ave

Ethyl Ln

Edgar Pl

Sutter Dr

hy Cir

**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT