

RESOLUTION R-28-07

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT EXTENSION
WITH KURTZ PARAMEDIC SERVICE, INC
FOR PARAMEDIC SERVICES**

WHEREAS, the City of Wheaton, Illinois (“City”), is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such, the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the subject matter of this resolution pertains to the government and affairs of the City and its residents; and

WHEREAS, the City had received a proposal from Kurtz Paramedic Service, Inc of New Lenox, Illinois in accordance with Paragraph 3 (Term of Agreement) of the Agreement Between the City and Kurtz Paramedic Service, Inc dated April 4, 2006, for Paramedic Services the contract can be extended for the year May 1, 2007 at 07:00 hours through May 1, 2008 at 07:00 hours; and

WHEREAS, the City has determined after substantial study that it is in the best interests of the City and its residents to enter into an Agreement Extension with Kurtz Paramedic Services of New Lenox, IL for the continued provision of paramedic services as more fully described in the Agreement extension attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to sign and the City Clerk is authorized to attest to an Agreement Extension between the City of Wheaton and Kurtz Paramedic Services of New Lenox, Illinois for Paramedic Services.

ADOPTED this 2nd day of April, 2007.


James Carr

ATTEST:

Emily M. Connally
City Clerk

Roll Call Vote

Ayes: Councilman Suess
Councilman Bolds
Councilwoman Corry
Mayor Carr
Councilman Levine
Councilman Mouhelis

Nays: None

Absent: Councilman Johnson

Motion Carried Unanimously

AGREEMENT FOR EXTENSION OF PARAMEDIC SERVICES BETWEEN THE CITY OF WHEATON AND KURTZ PARAMEDIC SERVICE, INC

This Paramedic Services Agreement Extension (hereinafter referred to as "Agreement Extension") is entered into this 2nd day of April, 2007 between the City of Wheaton (hereinafter referred to as "City"), DuPage County, Illinois, an Illinois Municipal Corporation, and Kurtz Paramedic Services (hereinafter referred to as "Contractor") having its principal place of business at P.O. Box 283 New Lenox, IL 60451. Based upon the considerations contained in this Agreement Extension, the City and Contractor agree as follows:

1. INTEGRATION

Point #15, Integration, of the Agreement is hereby deleted in its entirety and replaced with the following:

"All terms, specifications, provisions, appendixes, addendum, exhibits and attachments of the Agreement for Paramedic Services Between the City of Wheaton and Kurtz Paramedic Service dated April 4, 2006 ("Agreement") a copy of which is attached hereto and incorporated herein this Agreement Extension as Exhibit A, shall remain in full force and effect for the duration of this Agreement Extension, except where superseded by terms, specifications, and provisions of this Agreement Extension."

2. TERM OF AGREEMENT

Point #3, Term of Agreement, of the Agreement is hereby deleted in its entirety and replaced with the following:

"This Agreement Extension shall commence at 07:00 am May 1, 2007 and shall terminate at 07:00 am on May 1, 2008. The City, at its option, may extend this Agreement for an additional year.

3. COMPENSATION

Point #2, Compensation, of the Agreement is hereby deleted in its entirety and replaced with the following:

"The City shall compensate the Contractor an amount not to exceed a total of \$1,182,601.00."

4. VENUE

The Contractor and the City agree that venue for any action, whether in law or equity, arising out of this Agreement Extension, shall exclusively be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, IL.

5. GOVERNING LAW

This Agreement Extension is governed by the laws of the State of Illinois.

6. AMENDMENTS

All amendments to this Agreement Extension must be in writing and signed by the parties hereto.

7. SEVERABILITY

If any provision of this Agreement Extension is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Agreement Extension shall be construed and enforced as if

such illegal, invalid or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Agreement Extension, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.

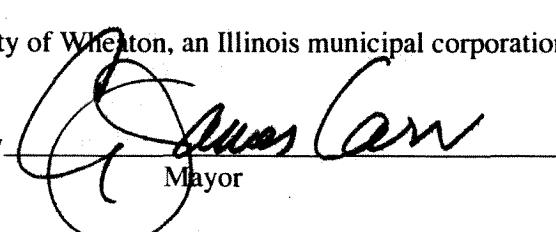
8. ENTIRE AGREEMENT

This Agreement Extension sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefore, and there are no other understandings or agreements, oral or written, between the parties with respect to the service to be provided, and the rate and charges therefore.

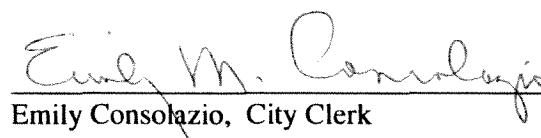
In Witness Whereof, the parties have entered in this Agreement Extension this 2nd day of April, 2007.

City of Wheaton, an Illinois municipal corporation

By


Mayor

Attest:


Emily Consolazio, City Clerk

Kurtz Paramedic Service, Inc

By _____

Attest:

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
) SS
)

I, THE UNDERSIGNED, A Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that C. James Carr, Mayor of the City of Wheaton and Emily Consolazio, City Clerk of said City, whose names are subscribed to the foregoing instrument as such City Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said City, of the uses and purposes therein set forth; and the said City Clerk, as custodian of the corporate seal of said City, then and there did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2007

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, A Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of Kurtz Paramedic Service of New Lenox, Illinois, and _____, _____ of Kurtz Paramedic Service of New Lenox, Illinois, whose names are subscribed to the foregoing instrument as such

____ and _____, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of Kurtz Paramedic Services of New Lenox, Illinois, for the uses and purposes therein set forth; and the said _____, as custodian of the corporate seal of Kurtz Paramedic Service of New Lenox, Illinois then and there did affix the corporate seal of Kurtz Paramedic Services of New Lenox, Illinois to said instrument, as his own free and voluntary act and as the free and voluntary act of Kurtz Paramedic Services of New Lenox, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2007

Notary Public