

## RESOLUTION R-43-07

### A RESOLUTION AUTHORIZING THE EXECUTION OF A MULTI-YEAR AGREEMENT EXTENSION (Amendment No. 2) 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

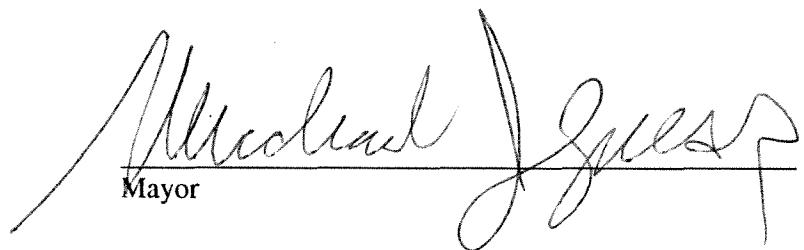
**WHEREAS**, the subject matter of this resolution pertains to the government and affairs of the City and its residents; and

**WHEREAS**, the City has received a proposal from Kurtz Paramedic Service, Inc of New Lenox, Illinois in accordance with Paragraph 2 (Term of Agreement) of the Agreement for a multi-year extension of the contract; and

**WHEREAS**, the City has determined that it is in the best interests of the City and its residents to enter into a Multi-Year Agreement Extension with Kurtz Paramedic Services of New Lenox, IL for the continued provision of paramedic services as more fully described in Amendment No. 2 attached hereto and made a part hereof.

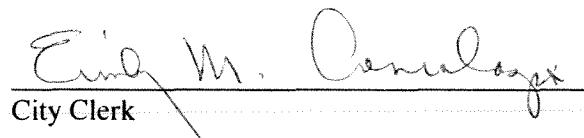
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to sign and the City Clerk is authorized to attest to Amendment No. 2 between the City of Wheaton and Kurtz Paramedic Services of New Lenox, Illinois for a Multi-Year Agreement Extension for Paramedic Services.

ADOPTED this 22nd day of May, 2007.



Michael J. Giese  
Mayor

ATTEST:



Cindy M. O'Donnell  
City Clerk

Roll Call Vote

Ayes: Councilwoman Corry  
Councilman Johnson  
Councilman Levine  
Mayor Gresk  
Councilman Mouhelis  
Councilman Prendiville  
Councilman Suess

Nays: None

Absent: None

Motion Carried Unanimously

**Amendment No. 2 to  
AGREEMENT FOR PARAMEDIC SERVICES  
BETWEEN THE CITY OF WHEATON AND KURTZ PARAMEDIC SERVICE, INC**

This Paramedic Services Amendment (hereinafter referred to as "Amendment No. 2) is entered into this 21st day of May 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 Amendment No.2, the City and Contractor agree as follows:

**1. INTEGRATION**

Paragraph #1, Integration, of the Agreement Extension is hereby deleted in its entirety and replaced with the following:

"All terms, specifications, provisions, appendixes, addendum, exhibits and attachments of the Agreement for Extension of Paramedic Services Between the City of Wheaton and Kurtz Paramedic Service, Inc dated April 3, 2007 ("Agreement") a copy of which is on file and incorporated herein Amendment No.2 as Exhibit A, shall remain in full force and effect for the duration of this Agreement, except where superseded by terms, specifications, and provisions of Amendment No.2.

**2. TERM OF AGREEMENT**

Paragraph #2, Term of Agreement, of the Agreement Extension is hereby deleted in its entirety and replaced with the following:

"Amendment No. 2 shall commence at 07:00 am May 1, 2007 and shall terminate at 07:00 am on May 1, 2010. The City, at its option, may extend this Agreement for an additional period of time.

**3. COMPENSATION**

Paragraph #3, Compensation, of the Agreement Extension is hereby deleted in its entirety and replaced with the following:

"The City shall compensate the Contractor for services from May 1, 2007 through May 1, 2008 in an amount not to exceed a total of \$1,182,601.00."

"The City shall compensate the Contractor for services from May 1, 2008 through May 1, 2009 in an amount not to exceed a total of \$1,229,905.00"

"The City shall compensate the Contractor for services from May 1, 2009 through May 1, 2010 in an amount not to exceed a total of \$1,279,101.00"

**4. AMENDMENTS**

Paragraph #6, all amendments to this Agreement must be in writing and signed by the parties hereto.

**5. SEVERABILITY**

If any provision of Amendment No. 2 is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and Amendment No.2 shall be construed and enforced as if such illegal,

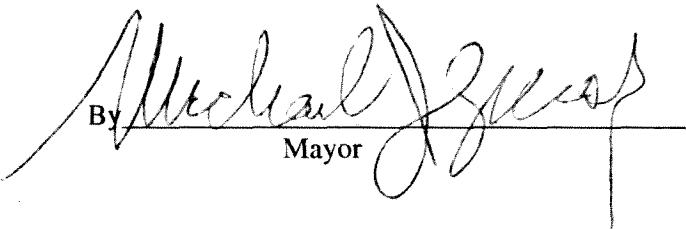
invalid or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance; and in lieu of such illegal, invalid or unenforceable provision there shall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

#### **6. ENTIRE AGREEMENT**

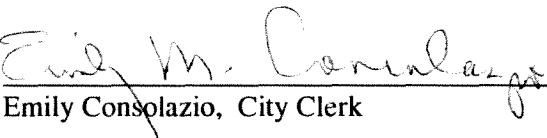
Amendment No. 2 sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefore, and there are no other understandings or agreements, oral or written, between the parties with respect to the service to be provided, and the rate and charges therefore.

In Witness Whereof, the parties have entered in Amendment No. 2 this 21st day of May, 2007.

City of Wheaton, an Illinois municipal corporation

By   
Mayor

Attest:

  
Emily Consolazio, City Clerk

Kurtz Paramedic Service, Inc

By \_\_\_\_\_

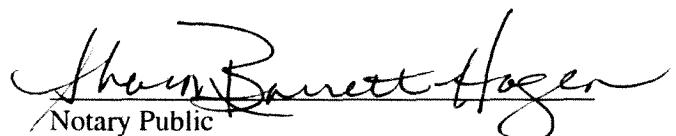
Attest:

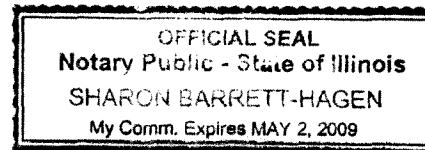
\_\_\_\_\_

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 Michael J. Gresk, 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 23<sup>rd</sup> day of May, 2007

  
Sharon Barrett-Hagen  
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