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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois  
Will County, Illinois**

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**RESOLUTION  
NO. 2021-R-067**

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**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMBULANCE  
SERVICE CONTRACT WITH KURTZ AMBULANCE SERVICES, INC.**

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**MICHAEL W. GLOTZ, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEN M. SULLIVAN  
Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys  
200 W. Adams, Suite 2125 Chicago, IL 60606

**VILLAGE OF TINLEY PARK**  
Cook County, Illinois  
Will County, Illinois

**RESOLUTION NO. 2021-R-067**

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMBULANCE SERVICE CONTRACT WITH KURTZ AMBULANCE SERVICES, INC.**

**WHEREAS**, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS**, the Village of Tinley Park (“Village”) and Kurtz Ambulance Services, Inc. have negotiated and now desire to enter into the First Amendment to the Ambulance Services Contract (“First Amendment”) attached hereto as Exhibit 1; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into this First Amendment; and

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:**

**SECTION 1:** The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**SECTION 2:** That the President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid First Amendment between the Village and Kurtz, as set forth in Exhibit 1, be entered into and the Village President is hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

**SECTION 3:** Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

**SECTION 4:** That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 20<sup>th</sup> day of July, 2021.

AYES: Brady, Brennan, Galante, Mahoney, Sullivan


NAYS: None

ABSENT: Mueller

APPROVED THIS 20<sup>th</sup> day of July, 2021.

  
\_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST:

  
\_\_\_\_\_  
VILLAGE CLERK

**FIRST AMENDMENT TO AMBULANCE SERVICE CONTRACT**

This First Amendment to Ambulance Service Contract (this “**First Amendment**”) is made and entered into as of the August 1, 2021 (“**First Amendment Effective Date**”), by and between Kurtz Ambulance Service, Inc., an American Medical Response company (“**AMR Kurtz**”) and Village of Tinley Park (“**Village**”) referred to herein collectively as the “**Parties.**”

**WHEREAS**, the Parties entered into that certain Ambulance Service Contract dated June 19, 2018 (the “**Agreement**”).

**WHEREAS** the Parties desire to amend the Agreement as set forth herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed, the parties hereto agree as follows:

1. The term of the Agreement in Section 2 is hereby extended and will run through July 31, 2025.

2. Section 3A is deleted in its entirety and replaced as follows:

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 6:00 P.M. and a minimum of four (4) ambulances during the hours of 6:00 P.M to 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 supervisor on duty.

3. Exhibit A is hereby deleted in its entirety and replaced as follows:

**COMPENSATION**

CUSTOMER agrees to pay AMR KURTZ the following annual subsidy, payable on a monthly basis, as detailed below.

<u>Year</u>	<u>Monthly</u>	<u>Annual</u>
August 1, 2020 – July 31, 2021	\$ 39,690.33	\$ 476,284.00
August 1, 2021– July 31, 2022	\$ 43,208.33	\$ 518,500.00
August 1, 2022– July 31, 2023	\$ 44,504.58	\$ 534,055.00
August 1, 2023-July 31, 2024	\$ 45,950.98	\$551,411.79
August 1, 2024 -July 31, 2025	\$ 47,599.27	\$ 570,711.20

**Subsidy Return**

All billing revenue collected by Provider, or its agent, from or on behalf of service recipients, in excess of the "Net Annual Collections" shown below will returned to the Village less a 4% billing fee; provided that such subsidy return shall never exceed the total annual subsidy paid by the Village to the Contractor, e.g., the maximum subsidy return the Village may receive for 8/1/2018- 7/31/2019 shall be \$399,937.00.

Additionally, the subsidy return shall not commence until such time as Contractor has covered its costs to provide the services. It is understood that said subsidy return to the Village shall only be for services provided by ambulances assigned to the contract.

Year	Net Annual Collection
8/1/2021- 7/31/2022	\$2,252,842
8/1/2022- 7/31/2023	\$2,252,842
8/1/2024- 7/31/2024	\$2,252,842
8/1/2025- 7/31/2025	\$2,252,842

4. The chart in Exhibit B is hereby deleted in its entirety and replaced as follows:

Year	Resident			Non-Resident			Mileage	
	BLS	ALS-1	ALS-2	BLS	ALS-1	ALS-2	Resident	Non-Resident
August 1, 2020 – July 31, 2021	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$32.79	\$32.79
August 1, 2021– July 31, 2022	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$32.79	\$32.79
August 1, 2022– July 31, 2023	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$32.79	\$32.79
August 1, 2023– July 31, 2024	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$32.79	\$32.79
August 1, 2024– July 31, 2025	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$2,076.18	\$32.79	\$32.79

5. All other terms of the Agreement remain unchanged.

**IN WITNESS WHEREOF**, authorized representatives of the parties hereto have signed this First Amendment below as of the First Amendment Effective Date set forth above.

**VILLAGE**


By:   
[signature]

Name: Michael Glotz

Title: Village President

Date: July 20, 2021

**AMR KURTZ**

DocuSigned by:  
By:   
20FDF8FD0C06490...  
[signature]

Name: Tom Maxian

Title: President

Date: 8/4/2021

STATE OF ILLINOIS        )  
COUNTY OF COOK        )        SS  
COUNTY OF WILL        )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-067, “**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMBULANCE SERVICE CONTRACT WITH KURTZ AMBULANCE SERVICES, INC.**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 20<sup>th</sup> day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20<sup>th</sup> day of July, 2021.

  
\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK