**MANAGEMENT SERVICES AGREEMENT**

THIS AGREEMENT made as of this _____~~first~~ day of February 2016, by and between **VINTECH MANAGEMENT SERVICES, LLC**, a Connecticut limited liability company, whose address is 16 Bird Street, Torrington, Connecticut 06790 (**Vintech**), and **Town of Coventry Fire/EMS Department**, whose mailing address is 1712 Main Street Coventry, CT 06238

W I T N E S S E T H:

*WHEREAS*, Vintech is a management service organization providing certified Emergency Medical Technicians ("EMTs") to ambulance services in Connecticut; and

*WHEREAS*, Town of Coventry Fire/EMS Department provides emergency medical services for its service area staffed by trained volunteers and Town of Coventry Fire/EMS Department is duly licensed by the State of Connecticut to provide such services; and

*WHEREAS*, Town of Coventry Fire/EMS Department desires to retain Vintech to provide EMT personnel to augment volunteer staffing of Town of Coventry Fire/EMS Department.

*NOW, THEREFORE*, in consideration of the mutual promises and covenants herein contained, Vintech and Town of Coventry Fire/EMS Department agree as follows:

1) ***Management Service Provider***. Town of Coventry Fire/EMS Department does hereby appoint Vintech as its management service provider to provide paid Vintech EMT personnel for the area it serves during the term of this Agreement. Except as herein provided in this Agreement, Vintech has complete discretion and the sole right to decide which of its employees will be assigned Town of Coventry Fire/EMS Department and the area served by Town of Coventry Fire/EMS Department.

2) ***Services Provided***. Town of Coventry Fire/EMS Department agrees to purchase Vintech's services on the following terms and conditions:

   a) Contracted Services: Town of Coventry Fire/EMS Department agrees to purchase EMT services from Vintech on an as needed basis. ("Contracted Services"). Hours for Contracted Services will be billed at the Contracted Services Rate as defined in Section 6(a) and in Exhibit "A".

b) Non-Contracted Service: Town of Coventry Fire/EMS Department agrees to purchase EMT services from Vintech for any hours in excess of the Contracted Services ("Non- Contracted Services") shall be billed at the Non-Contracted Services Rate as defined in Section 6(a) and in Exhibit "A".

**3)** ***Vintech's Duties and Responsibilities***. Vintech agrees to:

a) Provide proof of current State of Connecticut EMT certification of all employees staffed at Town of Coventry Fire/EMS Department. All Vintech personnel who are stationed at Town of Coventry Fire/EMS Department shall have medical control authorization through ECHN—Manchester Memorial Hospital (hereinafter "Sponsor Hospital") and only provide care at the EMT level in accordance to Sponsor Hospital protocols. All personnel shall also possess all other licenses and certifications necessary to perform EMT services for Town of Coventry Fire/EMS Department under this Agreement;

b) Provide a schedule of employee hours, with detailed billing to Town of Coventry Fire/EMS Department;

c) Ensure that all Vintech personnel performing services for Town of Coventry Fire/EMS Department use their best efforts to act according to Town of Coventry Fire/EMS Department standard operating procedures manual during assigned shifts, so long as a copy of such manual is provided in advance to Vintech. Town of Coventry Fire/EMS Department will notify Vintech if it has an issue with Vintech personnel not acting in accordance with any policies or procedure set forth in Town of Coventry Fire/EMS Department manual. Town of Coventry Fire/EMS Department will provide a description of the issue and recommendations that would fix the issue. After notification, both parties agree to work in good faith with the other party to resolve any such issues and Vintech will take appropriate action against Vintech personnel, if warranted.

~~c)~~d) Except as otherwise provided in this Agreement, Vintech has sole discretion to discipline its employees as it sees fit. Notwithstanding, the Coventry Fire/EMS Administrator (hereinafter "Administrator") shall have final determination regarding removal of any Vintech personnel.

~~d)~~e) Provide a time clock or other time-keeping system for payroll purposes. If Vintech employees are held past their scheduled shift time cards (or e-time cards) will reflect the ambulance case number for verification.

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~~e)~~f) If on-duty Vintech employee gets sick or injured while on duty, Vintech will make every effort to provide a qualified replacement within 4 hours of the time Vintech becomes aware of the situation. Further, every effort will be made to provide staff that has current medical control authorization for Sponsor Hospital; however if such person is not available, the staff person assigned will have active medical control and be qualified in accordance with the CT statewide protocol for that level. Replacements for sick/injury related incidents will be billed at appropriate hourly rates as determined by the provisions of 6(a) and 6(b).

~~f)~~g) Implement employee policies and have sole responsibility for: (1) hiring, (2) payroll, (3) compensation, (4) overtime, (5) benefits (including but not limited to, worker's compensation), (6) tax consequences, (7) all other costs or other obligations to personnel provided under this Agreement, as well as (8) termination of personnel providing services pursuant to this Agreement.

h) Subject to the removal provisions set forth in this Agreement, ~~D~~discipline Vintech employees, according to Vintech's policies and procedures and within Vintech's discretion, for any known incidents that Town of Coventry Fire/EMS Department makes Vintech aware, any violations of Vintech's policies and procedures, or other violations of applicable federal, state, or local laws, regulations, rules, or protocols;

~~g)~~i) Inform Coventry within 24 hours of all claims, lawsuits, threatened litigation, incidents, accidents or unusual occurrences involving Vintech or its personnel as related to services performed under this Agreement

~~h)~~j) Maintain and provide proof of workers' compensation insurance on all personnel in an amount required by state law;

~~i)~~k) Maintain and provide proof of general liability and professional liability (malpractice) insurance in an amount no less than two (2) million dollars ($2,000,000) per occurrence and not less than two (2) million dollars ($2,000,000) in the aggregate; and excess (umbrella) liability of not less than five (5) million dollars ($5,000,000). Vintech shall provide Coventry with certificates of insurance naming the Town of Coventry and its agents, representative and employees as additional insureds. Such certificates shall provide that the policy shall not be cancelled or terminated with less than 30 days advance notice to Coventry.

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~~j)~~l) Provide Vintech uniforms for employees (which consist of a job shirt and a polo shirt).

**4)** ***Duties and Responsibilities*****. Town of Coventry Fire/EMS Department** agrees to:

a) Provide all equipment required for pre-hospital care at Town of Coventry Fire/EMS Department current level of certification/licensure, including, but not limited to, radios, ambulance and medical equipment. All ambulance vehicles shall be marked, supplied and equipped as required by the Connecticut Department of Public Health and otherwise complies with all state, federal and local laws and regulations regarding ambulance vehicles. All ambulances and equipment upon which Vintech personnel will be rendering services pursuant to this Agreement shall comply with any applicable safety standards, receive proper and regular maintenance and service, and be kept in good, safe, working order. Town of Coventry Fire/EMS Department shall provide Vintech each ambulance's maintenance records, maintenance Schedule or other such maintenance-related documentation upon request. Vintech shall also have the right to inspect the ambulances, as Vintech reasonably requests, to ensure Town of Coventry Fire/EMS Department compliance with this Paragraph;

b) Notify its insurance carriers of the provisions of this Agreement and take all steps necessary to ensure that all personnel operating Town of Coventry Fire/EMS Department vehicles under the terms of this Agreement are permissive or authorized users of such vehicles for purposes under Town of Coventry Fire/EMS Department vehicle insurance policies. Copies of such notifications shall be provided to Vintech upon request. Town of Coventry Fire/EMS Department shall maintain liability insurance coverage on any ambulance vehicles on which Vintech employees shall render services hereunder, with policy limits of $1,000,000 per occurrence and $1,000,000 in the aggregate. ~~acceptable to Vintech.~~ Town of Coventry Fire/EMS Department shall provide Vintech with motor vehicle Insurance certificate(s) naming Vintech and its employees as an additional insured. Such certificate(s) shall provide that the policy shall not be cancelled or terminated with less than thirty (30) days advance written notice to Vintech;

**Comment [FDJ1]:** Check with CIRMA.

c) ~~Make its facilities, excepting any private or business-related offices, available for use by personnel providing services under this Agreement.~~ Town of Coventry Fire/EMS Department will provide Vintech employees with appropriate quarters to stay while not working on emergency responses. Vintech certifies that the current quarters as they exist are appropriate for the

scope of Work outlined in section 2(a) and 2(b). If permanent changes to this scope of work are added Vintech will reevaluate quarters to ensure proper conditions exist (for example: in the event that overnight shifts are permanently added, sleeping quarters for male and female would have to be provided);

**Comment [FDJ2]:** Is this acceptable?

d) Provide access to a computer with internet capabilities to access electronic time cards and web scheduling program;

e) Inform Vintech within 24 hours of all claims, lawsuits, threatened litigation, incidents, accidents or unusual occurrences involving Vintech or its personnel as related to Vintech's performance under this Agreement;

f) Ensure that personnel assigned by Vintech to Town of Coventry Fire/EMS Department are expressly permitted to operate Town of Coventry Fire/EMS Department vehicles, radios and emergency medical equipment for the purposes of carrying out their duties under this Agreement, and Vintech employees shall be considered authorized users of such vehicles, radios and equipment for purposes of coverage under Town of Coventry Fire/EMS Department applicable insurance policies. Vintech shall be named as an additional insured on Town of Coventry Fire/EMS Department applicable insurance policies;

g) Be responsible for any and all billing the Town of Coventry Fire/EMS Department may choose to perform for its ambulance services;

~~h)~~ Notify Vintech of all instances where Town of Coventry Fire/EMS Department feels that a Vintech employee needs to be disciplined for any reason. Town of Coventry Fire/EMS Department may suggest appropriate discipline to Vintech and Vintech shall have the right to approve or disapprove of the suggested discipline. Vintech shall have the sole discretion to discipline Vintech employees as Vintech sees fit, except under urgent circumstances. Notwithstanding, Coventry's Administrator shall have the right to require the removal of any Vintech employee from further service to Coventry. ~~Urgent circumstances may include instances where Town of Coventry Fire/EMS Department understands and agreed that Vintech has the sole ability to terminate Vintech employees and that if termination of the Vintech employee is the desired disciplinary measure, then this must come from Vintech and not from Town of Coventry Fire/EMS Department, even under urgent circumstances.~~

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~~i)~~h) Maintain in full force and effect comprehensive general liability insurance policies for real and personal property and bodily injury with limits of two million dollars ($2,000,000) per occurrence and not less than two million dollars ($2,000,000) in the aggregate; and excel (umbrella) liability of not less than five million dollars ($5,000,000). ~~minimum limits acceptable to Vintech.~~ Such policies shall name Vintech as an additional insured. Town of Coventry Fire/EMS Department shall provide a certificate evidencing such coverage upon the request of Vintech. Such certificate shall provide that the policy shall not be cancelled or terminated with less than thirty (30) days advance written notice to Vintech.

**Comment [FDJ3]:** Check these limits with CIRMA.

**5)** ***Term of Agreement/Termination***. This Agreement shall commence as of February 1, 2016 and shall terminate on January 31, 2018. The Agreement shall renew automatically on January 31, 2018 in order to continue coverage while re-contracting. Notwithstanding the foregoing, either party may cancel this Agreement at any time with or without cause by giving the other party at least sixty (60) days written notice. A non-defaulting party may also declare this Agreement void and of no further force and effect immediately upon the provision of written-notice to the defaulting party:

**Comment [FDJ4]:** Is this sufficient for purposes of the any lack funding?

a) If a party shall fail to provide or pay for the services required to be performed hereunder or otherwise fail to meet or perform any of its obligations hereunder;

b) If any party to this Agreement fails to maintain its required licenses, permits or certifications necessary to do business.

c) If any party to this Agreement is excluded from the Medicare or Medicaid programs or convicted of a criminal offense related to any federal or state health care program;

d) If any party to this Agreement (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (v) has an involuntary bankruptcy petition filed against it; or

e) If any of the representations and warranties of any party as set forth in this Agreement shall be false or misleading in any material respect.

**6) *Costs and Terms of Payment*.**

a) Town of Coventry Fire/EMS Department will pay Vintech an hourly rate for Contracted Sen/ices ("Contracted Services Rate") and Non-Contracted Services ("Non-Contracted Services Rate") as follows and shown in Exhibit "A":

b) Paid Holidays are Easter Sunday, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day. Premium holidays, Christmas Eve and New Year's Eve beginning at 18:00 hours until 00:00 hours, Christmas Day, and New Year's Day will be billed at a rate of shown in Exhibit "A":

c) Town of Coventry Fire/EMS Department will make monthly payments for the contracted services to Vintech on or before the thirtieth (30th) ~~tenth (10th)~~ day from the receipt ~~date~~ of invoice. A default interest charge of one and one-half percent (1.5%) per month will accrue on all unpaid balances after the thirtieth (30th) ~~tenth (10th)~~ day from the receipt ~~date~~ of such invoice.

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d) Vintech will invoice Town of Coventry Fire/EMS Department monthly for employees held over in the prior month due to late calls, "hold overs" or extensions.

**Comment [FDJ5]:** I'm not sure what this means.

e) Vintech will Invoice Town of Coventry Fire/EMS Department monthly for Non-Contracted Services for the prior month. The late charge and default interest rate set forth in 6(c) hereof shall apply to any amounts not paid by Town of Coventry Fire/EMS Department to Vintech on or before the thirtieth (30th) ~~tenth (10th)~~ day from the receipt ~~date~~ of the monthly invoice. Failure by Town of Coventry Fire/EMS Department to pay invoices, late charges and default interest in accordance with the foregoing may result in Vintech's immediate termination of this Agreement after fifteen (15) days' notice, in Vintech's discretion.

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f) Except as set forth in Paragraph 5, Town of Coventry Fire/EMS Department may reduce its hours for Contracted Services if more volunteers become available. Notification of such reduction must be given by Town of Coventry Fire/EMS Department and received by Vintech at least 14 days (two weeks) prior to the previously scheduled shift. Vintech will credit the Town of Coventry Fire/EMS Department for any such reductions the next billing period.

~~g) Except as set forth in Paragraph 5 Town of Coventry Fire/EMS Department will pay Vintech for all hours it has requested in writing for Non-Contracted Services~~

~~less than fourteen (14) days, even if Town of Coventry Fire/EMS Department should revoke such request Vintech will bill Town of Coventry Fire/EMS Department at an appropriate hourly rate as determined by the provisions of 6(a) and 6(b).~~

7) ***Independent Contractor***. The relationship of Vintech to Town of Coventry Fire/EMS Department in the course of the performance of its duties pursuant hereto is that of an independent contractor and nothing contained in this Agreement shall be construed to constitute Town of Coventry Fire/EMS Department as a partner, joint venture or employee of Vintech. Neither party shall have the powers to bind or obligate the other except as set forth in this Agreement.

8) ***Employment Relationship*.** It is expressly understood and agreed upon by both parties that all employees under this Agreement are Vintech employees, and are not employees of Town of Coventry Fire/EMS Department respect to personnel providing services hereunder and Town of Coventry Fire/EMS Department shall not exercise control over the employees of Vintech. **Vintech, as an independent contractor, shall be exclusively responsible for: hiring, firing, paying and determining the rate of pay, disciplining and otherwise managing and exercising control over Vintech employees.** Notwithstanding, the Administrator may require removal of any Vintech employee from further service in Coventry as provided for in this Agreement.

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9) ***Standard Operating Procedures Manual*.** All Vintech employees will read and sign an acknowledgment that they have read, understand, and agree to act according to Town of Coventry Fire/EMS Department's Standard Operating Guidelines, subject to the provisions of this Agreement.

10) ***Activation Time***. All Vintech employees will maintain activation times equal to or less than two (2) minutes for at least 95% of all EMS calls. Any activation time exceeding three (3) minutes will be documented. "Activation time" is defined as the interval between (1) the end of the dispatch announcement and the acknowledgement of the emergency via whatever appropriate means (i.e., radio, telephone) and (2) the Response. "Response" is defined as notification to the Dispatch Center that the ambulance/fly car is enroute to the call. The time of dispatch is measured from the end of dispatch announcement. Should three (3) activation times greater than three (3) minutes occur in any thirty (30) day period, Coventry shall have the right, in its sole discretion, to immediately terminate this Agreement

**Comment [FDJ6]:** Consequences for habitual response failures?

**11) *Medical Control*.**

a) All Vintech employees assigned to work at Town of Coventry Fire/EMS Department must have current medical control as set forth in paragraph 3(a): Vintech hereby agrees to provide Town of Coventry Fire/EMS Department with proof of each assigned employee's medical control authorization and Vintech shall keep Town of Coventry Fire/EMS Department apprised of the status of each Vintech employee's medical control, including, but not limited to, promptly notifying Town of Coventry Fire/EMS Department of any action threatened or taken on a Vintech's employee's medical control authorization, whether resulting from an incident occurring while on assignment at Town of Coventry Fire/EMS Department or otherwise. Loss of medical control authorization shall result in the immediate removal of any Vintech employee from further service to Coventry.

b) Town of Coventry Fire/EMS Department reserves the right to change its Sponsor Hospital at any time during this Agreement and shall notify Vintech promptly in the vent that it elects to do so.

**12) *Operating License*.**

a) Each party agrees to immediately notify the other regarding any issues involving their license/certificate to operate, up to and including suspension and/or revocation of its license and/or the failure to renew its license/certificate in a timely fashion.
b) Loss of the Town of Coventry Fire/EMS Department R-2 (Transport) Primary Service Area Responder (PSAR) assignment due to (1) revocation by the State of Connecticut Department of Public Health, (2) declaration of emergency by the Town of Coventry Fire/EMS Department (as defined in the State of Connecticut EMS Statutes and Regulations), or (3) discontinuation of EMS service by the Town of Coventry Fire/EMS Department shall render this Agreement null and void and no further payments shall be due hereunder.

~~c) In the event that Town of Coventry Fire/EMS Department is prohibited from performing EMS duties for any reason, the Town of Coventry Fire/EMS Department will remain liable to Vintech for any and all regularly scheduled hours for fourteen days following notification in which the Association's duties are compromised.~~

**13)** ***Right of Refusal***. Town of Coventry Fire/EMS Department reserves the right to refuse to have a Vintech employee assigned to Town of Coventry Fire/EMS Department. Such refusal must be for operational or business related reasons within Coventry's sole discretion. ~~just cause, lawful and for a non-discriminatory reason.~~ Refusal shall be made in writing by an officer of the Town of Coventry Fire/EMS Department, and shall take effect immediately. If, however, the Vintech employee is on duty Town of Coventry Fire/EMS Department when Town of Coventry Fire/EMS Department exercises this right, the Vintech employee will be allowed to finish out his or her shift unless the problem is so serious as to require removal of employee earlier. Such "emergency" removal shall be made by joint decision between Vintech and Town of Coventry Fire/EMS Department.

**14)** ***Indemnification*.**

a) Vintech agrees to indemnify and hold harmless the Town of Coventry Fire/EMS Department and all their employees, volunteers and agents from any and all claims, causes of action, injuries and damages arising from the negligent or intentional misconduct or failure, of performance of any Vintech employee during the course of their performance of this Agreement, including but not limited to all damages and attorney's fees incurred by Town of Coventry Fire/EMS Department.

b) Town of Coventry Fire/EMS Department agrees to Indemnify and hold harmless Vintech and all its employees and agents from any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, to the extent caused by any act or omission on the part of Town of Coventry Fire/EMS Department or its agents, volunteers, members, officers, directors or other personnel, including attorney's fees incurred by Vintech. The Town of Coventry Fire/EMS Department further agrees to indemnify and hold harmless Vintech and all its employees and agents from any and all claims arising as a result of an act or omission of a Vintech employee while such individual is acting in the capacity of a volunteer for the Town of Coventry Fire/EMS Department including but not limited to all damage and attorney's fees incurred by Vintech. Town of Coventry Fire/EMS Department understands and acknowledges that if employees of Vintech are permitted to volunteer for Town of Coventry Fire/EMS Department, there is a substantial risk that both Vintech and Town of Coventry Fire/EMS Department could be liable to compensate the individual for time spent volunteering. Therefore, to the extent that Town of Coventry-Fire/EMS Department has permitted a Vintech employee to volunteer in any capacity for Town of Coventry Fire/EMS Department, Town of

Coventry Fire/EMS Department further agrees to indemnify and hold harmless Vintech and its employees and agents from any and all claims, causes of action, injuries and damages, including claims for back wages, liquidated damages, attorney's fees, civil monetary penalties, criminal penalties, and any court costs arising from any action under the Fair Labor Standards Act or similar State law.

c) **15) *Disclaimer***. Vintech shall not be liable to the Town of Coventry Fire/EMS Department or any other entity for any Acts of God or other factors beyond its control which limit or prevent Vintech employees from properly performing their duties, including but not limited to Vintech employees not arriving for work on time.

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**15~~6~~) *Arbitration***. It is the intention of the parties that any dispute arising under this Agreement which is not resolved within the thirty (30) day period commencing upon the issuance of written notice of the dispute by one party to another party, shall be settled by arbitration as the exclusive means of dispute resolution in the City of Hartford, Connecticut. The arbitrator will be selected by agreement of the parties or in the event of a dispute, by superior court order. Either party may seek a judgment upon the award rendered by the arbitrator. The fees of the arbitrator in any such proceeding under this Section shall be shared equally by the parties to the dispute.

**16~~7~~) *Notices***. All notices, requests, claims, demands and other communications here-under shall be in writing and shall be given by hand delivery or mail (registered or certified mail, postage prepaid, return receipt requested) to the respective parties as follows:

If to
Vintech Management Services, LLC:

16 Bird Street
Torrington, CT 06790
Home: 860-496-8199
vintech@vintechems.com

If to
Town of Coventry Fire/EMS
Department Administrator

1712 Main Street
Coventry, CT 06238

With a copy to:
John A. Elsesser
Town Manager

1712 Main Street
Coventry, CT 06238

Or such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt

**17~~9~~) *Assignment***. This Agreement shall be binding upon and inure to the benefit of Vintech and Town of Coventry Fire/EMS Department and their respective successors and assigns. Each party may not assign its interest in this Agreement without the other party's written consent.

**18~~20~~) *Severability***. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

**19~~21~~) *Applicable Law***. This Agreement shall be governed by the laws of the State of Connecticut, including any laws that direct the application of the laws of another jurisdiction.

**20~~2~~) *Entire Agreement***. This Agreement contains the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Agreement. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

**21~~3~~) *Construction***. Section headings herein are for convenience only and shall not affect the construction thereof.

**22~~4~~) *Counterparts; Facsimile Signatures***. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.

**23~~5~~) *Further Assurances***. The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.

**24~~6~~) *Construction***. This Agreement is subject to applicable state and federal laws and regulations and shall be construed so as to be consistent with the parties' obligations thereunder. In the event that any provision hereof is adjudged to any extent to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

**25~~7~~) *Regulatory Changes*.** The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

*IN WITNESS WHEREOF*, the parties hereto have executed these presents on the day and year first above written.

| Vintech Management Services, LLC | Town of Coventry Fire/EMS Department |
|---|---|
| By_____ | By_____ |
| Name: Vincent Wheeler | Name: John A. Elsesser |
| Its: President | Its: Town Manager |
| Dated: | Dated: |