CONTRACT FOR AMBULANCE SERVICE

This contract for ambulance service with the Village of Westmont (hereinafter referred to as the "Village') is made this ____ day of February, 2016, by and between the Village of Westmont (hereinafter referred to as the "Village"), an Illinois municipal corporation, ~~a non-profit corporation,~~ and KURTZ PARAMEDIC SERVICE, INC, (hereinafter referred to as KURTZ), an Illinois corporation.

NATURE OF THE AGREEMENT- UNDERSTANDING OF THE PARTIES

The Village is the licensed vehicle service provider as described in Section 3.85 of the Emergency Medical Services (EMS) Systems Act. The Village has been designated pursuant to the 911 plans approved by the Illinois Commerce Commission as the 911 emergency medical services provider within the boundaries of the Village. The Village desires to utilize the special and unique experience, knowledge and abilities of KURTZ to provide paramedics and certified firefighters as independent contractors to staff and operate the Village's ambulances and to assist the Village in meeting its EMS and fire protection responsibilities.

KURTZ is in the business of contracting with fire protection districts and municipalities to provide licensed paramedics and firefighters as independent contractors to assist said governmental organizations in the provision of emergency medical services and fire protection.

The Village and KURTZ agree that the mutual promises contained in this agreement constitute adequate and sufficient consideration for entering into this agreement. In consideration of the mutual covenants contained herein, it is agreed as follows:

A. TERM The term of this agreement shall be one year, beginning at 6:00 a.m. on May 1, 2016 and terminating at 5:59 a.m. on April 30 , 2018. During said term, KURTZ shall provide to the Department 24-hour advanced life support ("ALS") ambulance service as defined in section C. Kurtz shall charge the Village for these services at the rates charged in 2015-16, plus a three percent (3%) increase from May 1, 2016 through April 30, 2017, and another three percent (3%) increase from May 1, 2017 through April 30, 2018. At the discretion of the Village of Westmont, this contract may be extended for ~~four~~three (~~4~~3) annual renewals for an amount not to exceed ~~4~~2% of the previous annual contract cost. Sixty (60) days prior to each renewal, KURTZ will provide a detailed budget outlining all expenses. If the actual cost of the contract is less than a ~~4~~2% increase, only that amount will be assessed. If the amount exceeds ~~4~~2%, no further sum shall be required.

B. STANDARD OF PERFORMANCE KURTZ acknowledges that this is an agreement for personnel services. KURTZ acknowledges that its standard of performance under this agreement is performance to the satisfaction of the Village, and that KURTZ shall be considered in breach of this agreement at any time the Village is not satisfied with their performance. This agreement may, at the option of the Village, be terminated by the Village upon 60 days written notice to KURTZ if the Village is not satisfied with KURTZ's performance.

C. ALS AMBULANCE SERVICE DEFINED:

1. **Coverage** KURTZ shall assign twelve (12) of its employees for work at the Village who meet the qualifications set forth in Section D below, (hereinafter referred to as "Paramedic/FF-II"). Coverage is required 24 hours per day, each day of the year. Four (4) Paramedic/FF-II's shall be on duty at all times service is to be provided under this Contract. Paramedic/FF-II will be required to work 24-hour shift duty. No personnel shall be permitted to work for KURTZ in excess of forty-eight (48) continuous hours in this position. The shift shall begin at 6:00 a.m. Any deviation from this schedule must be approved by the Westmont Fire Chief/or EMS Director.

2. **Vacancy** In the event of the absence of any employee of KURTZ from his or her assigned shift, KURTZ shall provide a suitably qualified replacement to fulfill the assigned duties of the regularly scheduled employee. KURTZ employees assigned to Westmont Fire Department shall be on permanent assignment and shall not be assigned to any other customer of KURTZ, except that temporary replacements may be used that are assigned to another KURTZ contract. The period during which replacement personnel for unplanned vacancies are assigned to the Village shall not exceed five (5) days per calendar year. For the purpose of this paragraph, "unplanned vacancy shall be defined as any absence other than illness, medical disability or vacation.

D. QUALIFICIATIONS OF PERSONNEL

1. **Licensure Requirements** To be assured that all KURTZ employees meet the qualification necessary to assist the Village in meeting its responsibilities for fire protection and emergency medical, services, ~~the Village requires~~ KURTZ ~~to~~shall only assign employees to the Village who meet the ~~Village's~~ quality/performance requirements of this agreement. Each one of the KURTZ employees assigned to work at the Village shall, at the time the employee is assigned to work at the Village, be licensed by the State of Illinois as a paramedic; shall be certified as an OSFM Firefighter II ("FF-II") Hazardous Materials Awareness, and shall be approved to work within the Good Samaritan Emergency Medical Services System. Each Paramedic/FF-II shall continue to meet all Paramedic/FF-II education requirements required by all applicable regulatory agencies and the Good Samaritan EMS System. All required continuing education shall be performed during either on-duty hours or, if during off-duty hours, ~~non-duty hours and~~ at the expense of KURTZ. Evidence of the

maintenance and completion of all required continuing education, license and certification requirements shall be provided upon request by the Fire Chief or EMS Director. Further, all KURTZ employees assigned or permitted to work at the Village must meet all education and training requirement of the State Fire Marshal Personnel Standards of Education.

2. **Training** For quality control purposes, ~~A~~all Paramedic/FF-II's must attend training sessions held by the Village's Fire Department during the hours that they are on duty and must meet all additional training, certification and fitness standards established by the Village.

3. **Minimal Criteria** KURTZ shall not assign Paramedic/FF-II's to work at the Village who do not meet the following criteria:

   a. At least one Paramedic/FF-II assigned to each shift shall have at least one-year field experience as a paramedic, unless approved by the Westmont Fire Chief or EMS Director.

   b. Have been subjected to a criminal background check, the results of which will be provided to the Village upon request.

   c. All Paramedic/FF-II's shall minimally possess a valid Class "B" Driver's License as issued by the Illinois Secretary of State when assigned by KURTZ to the Village, and shall maintain such license in good standing during their assignment with the Village.

E. SELECTION OF PARAMEDIC/FF-II

1. **Resumes; Physicals** To assist the Village in rnaintaining quality control, KURTZ shall provide the Village with resumes for each Paramedic/FF-II who is being considered for assignment to Westmont, at least one week in advance of the interview described in the next paragraph. So that the Village is certain that KURTZ employees can effectively assist the Village and perform their duties, KURTZ shall, at its sole expense, require all prospective Paramedic/FF-II's to take a pre-employment physical, so long as such requirement is not contrary to federal, state or local laws, which shall include a drug test. KURTZ shall verify in writing, to the Village that each such Paramedic/FF-II has the physical condition and agility required to perform the duties of a Paramedic/FF-II. Employee may also be required to successfully complete the physical agility requirements of the Westmont Fire Department.

2. **Department Interview** For quality control purposes, each of KURTZ employees to be assigned to the Village as a Paramedic/FF-II will be interviewed by a representative of the Village prior to his/her assignment The

Village shall advise KURTZ of those Paramedic/FF-II's who meet the Village's quality/performance requirements for full-time assignment to the Village.

3. **Termination Notice to Village** If the employment of any assigned Paramedic/FF-II is terminated from KURTZ, immediate notice thereof shall be provided to the Fire Chief or EMS Director.

4. **Reassignment by Village** The Village shall have the right to direct KURTZ to no longer assign any given Paramedic/FF-II to the Village, when the Village feels such action is in its best interest, and KURTZ shall replace such Paramedic/FF-II as soon as is practicable with another fully qualified employee and shall provide a permanent replacement within 30 days. All temporary and permanent replacement Paramedic/FF-II's shall be selected in accordance with the foregoing provisions of this agreement. Both parties agree to only undertake reassignments that are consistent with their goals and commitments as equal opportunity employers. The Village shall have no authority to terminate KURTZ employees' employment with KURTZ, nor to discipline KURTZ employees. All termination and discipline of KURTZ employees is KURTZ responsibility.

F. RESPONSIBILITIES AND DUTIES OF PARAMEDIC/FF-II

1. **Compliance** KURTZ employees assigned to the Village shall comply with all applicable rules, procedures, regulations and ordinances of all units of government and governmental agencies, including those of the Village and the rules and regulations of the applicable emergency medical systems/Fire Fighting Procedures under which the Village has been designated or elects to operate. Notwithstanding the foregoing, KURTZ employees are not employees of the Village and therefore need not comply with the Village's Personnel Policy, but instead must comply with the applicable personnel policy of Kurtz. Kurtz certifies that its personnel policy is similar in material respects to the Village's Personnel Policy.

2. **Response** Assigned Paramedic/FF-II's shall respond to all requests for emergency medical services/fire emergency responses as directed by the Village in accordance with the Village's standard operating guidelines. The Paramedic/FF-II's shall also provide assistance under any mutual aid agreement, which the Village has with neighboring jurisdictions.

3. **Additional Duties** In addition to regular duty assignments, KURTZ shall require its assigned Paramedic/FF-II's to:

a. **Reports** Complete all reports and documentation required by the Village, Good Samaritan Hospital, or any other· hospital utilized by the Village and any other governmental unit. All medical reports and medical records completed by KURTZ employees shall reveal no medical information about the responses to calls within the Village or any call taken by a Village ambulance or release any medical records without the express consent and direction of the Village. All requests for medical records or information about any patient shall be directed to the Village's EMS Director.

b. **Education** Assist the Village's EMS Director in the continuing education of the Village's EMS personnel.

c. **Classes** Attend instructional classes in cardiopulmonary resuscitation and EMS education. In addition, all Paramedic/FF-II's shall provide Cardiopulmonary Resuscitation and First Aid classes for the residents, employees and members of the Village.

d. **Screening** All Paramedic/FF-II's must provide blood pressure screening for the residents, employees and members of the Village.

e. **Chores** Maintain the living quarters and those areas of the administrative portion of the fire station to which they have access, as well as the apparatus storage area. KURTZ personnel shall be required to perform daily checks of all equipment to ensure proper working order. Personnel are also responsible to maintain their station uniforms and bunker gear in accordance with department guidelines and regulations.

f. **Recertification** KURTZ is responsible to assure that each of its employees is eligible for recertification under the guidelines established by the EMS System Mobile Intensive Care Guidelines as prescribed by the Westmont Fire Department and the Illinois Department of Public Health.

g. **Training** Personnel shall participate in all training provided with the Village while on duty.

h. **Orders** KURTZ Paramedic/FF-II's shall follow orders of the Fire Chief of the Westmont Fire Department or his designee to fulfill assignments on the fire ground.

i. **Absence** Each KURTZ Paramedic/FF-II shall not make themselves absent from Duty until properly relieved by another certified Paramedic/FF-II meeting all the requirements of this Contract.

G. LIAISON PARAMEDIC COORDINATOR

1. KURTZ shall designate one of the Paramedic/FF-II's assigned to the Department to function as the Liaison Contract Coordinator. A secondary liaison may also be named. The Contract Coordinator will be responsible for the coordination of all KURTZ activities and will function as a liaison between KURTZ and the Village. The duties of Contract Coordinator shall include, but not be limited to:

   a. Assisting the Department's Emergency Medical Service (EMS) Director· and/or the Fire Chief in the operation of the EMS Program.

   b. Meeting regularly with the EMS Director and the Fire Chief to develop and maintain continuity of the EMS Program.

H. FACILITIES AND UNIFQRMS

1. **Facilities** The Departrnent shall provide equipped kitchen facilities for use by KURTZ on-duty employees assigned to the Department's Fire Stations.

2. **Uniforms** Kurtz shall provide two (2) sets of uniforms and one (1) set of turnout gear for each Paramedic/FF-II assigned to the Village. No reference to the name of the Contractor shall appear on any clothing provided. It is the responsibility of KURTZ to maintain the Paramedic/FF-II uniforms in a neat and clean condition.

I. PERSONNEL AS EMPLOYEES OF KURTZ It is understood that the relationship between the Village and KURTZ and KURTZ's employees is that of independent contractor. All Paramedic/FF-II's employed by KURTZ and assigned to the Village shall be employees of KURTZ only and not the Village. KURTZ shall be responsible for payment of all wages, FICA withholding, income tax withholding, unemployment insurance, worker's compensation insurance, comprehensive general liability coverage, malpractice insurance coverage, benefits (if any) and all other requirements of local, state or federal law for all personnel provided by KURTZ pursuant to the terms of this Contract. All control exercised by the Village over the activities of KURTZ employees is exercised solely to assure the orderly and safe operation of the Village's fire service and emergency medical services.

J. COMPENSATION In consideration of the services provided pursuant to the terms of this Contract, KURTZ shall receive the annual sums set forth in Section A of this agreement,

paid in equal monthly payments ~~of eight hundred forty nine thousand seven hundred ninety seven dollars ($849,797.00) to be paid in equal monthly payments of seventy thousand eight hundred sixteen dollars and 41 cents. ($70,816.41)~~.

The amount due to KURTZ shall be paid monthly within 10 days after the end of each billing period. Billing periods shall be from the 15th day of one month through the 14th day of the following month.

K. EXTENSION This Agreement may be extended upon the approval of the Village as stated in ~~paragraph,~~Section A of this agreement. ~~TERM.~~

L. INSURANCE

1. **Medical Insurance** KURTZ shall be responsible for purchasing Health, dental and vision insurance with premium cost shall be paid as 80% by KURTZ and 20% by the employee for the PPO plan. 100% coverage for HMO product. Any personnel currently assigned to Village pursuant to the Village and who are employed by KURTZ, shall have health insurance benefits starting at the inception of this contract with no lapse in coverage. Kurtz may adjust these benefits and the costs thereof at its sole discretion.

2. **Other Insurance** KURTZ shall be responsible for purchasing at its sole expense, ail of the following required insurance.

   a. **Worker's Compensation Insurance** KURTZ shall purchase, and upon request shall provide evidence that it has secured, worker's compensation insurance for its employees in amounts required by Illinois law. KURTZ hereby waives any right or claim it, or its insurer, may have pursuant to 820 ILCS305/1 (a) (4) to recover from the Village any worker's compensation claims or payments, attorney's fees, expenses etc., on account of any injury or worker's compensation claim made by any person providing services under this agreement, and the Village agrees that this paragraph constitutes a waiver as contemplated by said statute.

   b. **Professional Liability Insurance** KURTZ shall purchase, and upon request shall provide evidence that it has secured, for itself and its employees comprehensive professional liability insurance with a minimum combined single limit of $1,000,000 (one million) dollars, and additional excess or "umbrella" coverage of at least $9,000,000 (nine million) dollars.

   c. **Comprehensive General Liability Insurance** KURTZ shall purchase, and upon request shall produce evidence that it has secured, comprehensive general liability insurance affording the following coverage; manufacturer's and contractor's insurance, including

contractual liability and errors and omissions insurance which shall include employment related practices; products and complete operations insurance: bodily injury, property damage and personal injury insurance, with a minimum of $1,000,000 (one million) dollars combined single limit of liability for all underlying coverage, with an "umbrella" or excess insurance coverage on a following form basis to the underlying coverage of a minimum of $9,000,000 (nine million) dollars. KURTZ may purchase a single excess policy for both CGL and professional liability coverage.

d. **Non-Owned, Owned and Hired Automobile Insurance** KURTZ shall purchase, and shall provide evidence that it has secured, non-owned, owned and hired automobile insurance or equivalent insurance that provides liability coverage for KURTZ employees while driving the Village's vehicles, as well as, KURTZ's owned or hired vehicles with combined single limits of at least $1,000,000 (one million) dollars, with "umbrella" or excess insurance of at least $5,000,000 (five million) dollars. The Village shall purchase Physical Damage and/or Collision coverage for physical damage to vehicles and equipment owned by the Village, and said coverage shall be primary.

e. **Limits not to be Shared** The coverage limits described in this paragraph shall, at all times, be fully available for the protection of the Village, and shall not be available for the protection of any other customer of KURTZ.

f. **KURTZ's Insurance Primary** In the event any claim or suit is brought against the Village related to the performance of KURTZ's duties under this agreement or the actions of KURTZ employees, KURTZ's insurance will be primary and will defend and indemnify the Village from the claim, notwithstanding the availability of any insurance that the Village or Department may have for the claim. Any insurance or self-insurance maintained by the Village or Department shall be in excess of the KURTZ's insurance and shall not contribute with it.

g. **~~District~~Village as Additional Insured** KURTZ shall cause the Village, the Westmont Fire Department, and their officers, agents and employees as additional insured on all insurance policies. All policies shall contain a provision requiring 60 days advance notice to the Village and Department in the event of cancellation. Before KURTZ commences service hereunder, a copy of KURTZ's insurance policy or policies evidencing compliance with the provisions hereof shall be provided to the Village and Department on a bi-annual basis.

h. **Coverage Not to be Changed by Sale of Contractor** In the event that a controlling interest of the KURTZ business is sold or transferred, the insurance coverage described in this agreement shall not in any way be materially changed.

i. **Self-insurance as Material Change** For the purpose of this paragraph, it will be considered a material change and breach of this agreement for the insurance coverage described in this agreement to be provided pursuant to any plan of self-insurance, unless the Village, at its sole discretion determines otherwise.

j. **Notice of Change in Coverage or Cancellation** KURTZ shall notify the Village within 48 hours of being notified via certified mail of any change in coverage limits or status of its insurance policies.

k. **Verification of Coverage** KURTZ shall furnish the Village with the certificates of insurance naming the Village, its officials, employees and members as additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village before any work commences. The Village request full-certified copies of the insurance policies.

M. Notice Any notices shall be sent by KURTZ to the Village at: 6015 South Cass Avenue, Westrnont, Illinois 60559 and by the Village to KURTZ PARAMEDIC SERVICE, INC. to P.O. Box 129, New Lenox, Illinois 60451.

N. Indemnity Hold Harmless Provision To the fullest extent permitted by law, KURTZ hereby agrees to defend indemnify and hold harmless the Village, its officials, agents, employees and members (the "Village") against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments; cost and expenses, which may in anyway accrue against the Village, its agents, officials, employees and members, arising in whole or in part in consequence of the ~~performance of this work~~acts or omissions ~~by~~of KURTZ, its employees, or subcontractors, in the performance of work under this agreement, or which may in anyway result therefrom, including employment claims by KURTZ employees against the Village in any manner related to this agreement, such as those related to compensation, benefits, leaves of absence (including but not limited to FMLA claims), hours of work, or other terms and conditions of employment, but excepting any claims of discrimination against the Village. This indemnification shall not include indemnification for~~except that (a) arising from the Village's negligence; (b) arising from.~~ Village actions or omissions that are intentional or willful and wanton conduct~~, or (c) arising from the Village's exercise of its rights and duties under this Contract~~. KURTZ shall, at its own

expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees and members, in any such action, KURTZ shall, at its own expense, satisfy and discharge the same. This indemnity shall not apply to physical damage to vehicles and equipment owned by the Village, which losses shall be covered by Physical Damage or Collision insurance purchased and maintained by the Village.

KURTZ expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by KURTZ shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees and members as herein provided. This indemnification requirement shall survive the termination of this agreement for any acts or omissions of KURTZ or its employees or claims of KURTZ employees which arise during the term of this agreement.

O. Non-Assignability This is a contract for personal services, and by its nature cannot be assigned without the written permission of the Village. KURTZ may not assign this contract or subcontract all or any part hereof without prior written consent of the Village. For purposes of this paragraph, a sale or transfer of a controlling interest in the KURTZ business during the term of this agreement will be considered an assignment. In the event such a sale or transfer takes place, KURTZ shall notify the Village within 24 hours of said sale or transfer, and the Village, at its option, may continue this agreement in force terminate the agreement upon 10 (ten) days written notice, negotiate with KURTZ to change whatever terms of the agreement the Village feels are in its best interest to change, or agree to an assignment of the agreement.

P. Statutory Compliance In addition to complying with the statutes and regulations specifically referenced in this contract, KURTZ is responsible for· determining the applicability of and complying with any other laws, regulations, ordinances, etc. which govern the KURTZ performance.

Q. State of Illinois Discrimination Laws (775 ILCS 5/1-1010 et.seq.)

In carrying out the performance required under this bid specification, and any contract subsequently awarded pursuant to the Contract, KURTZ shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulation promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment, KURTZ's failure to comply with all applicable provisions of the Illinois Human Rights Act, including specifically, provisions related to sexual harassment, or applicable rules and regulations promulgated thereunder, may result in a determination that KURTZ is ineligible for future contracts or subcontracts with the Village or any of its political subdivisions or municipal corporations, and this bid specification may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations.

R. Drug Free Workplace Act (30 ILCS 580/1, et.seq)

KURTZ must comply with all of the provis1ons of the Drug-free Workplace Act, which are applicable to them. False certification or violation of the requirements of the Drug-free Workplace Act may result in sanctions including, but not limited to, termination of this bid specification and debarment of contracting or bid opportunities with the Village for at least one (1) year but not more than five (5) years.

S. Freedom of Information Act (5 ILCS 140/1 et.seq.)

Applications, program reports and other information obtained by the Village under this Contract shall be administered pursuant to the Freedom of Information Act.

T. Americans with Disabilities Act As a condition of receiving this Contract, KURTZ certifies that services and activities provided under this bid specification comply and will continue to comply with The Americans with Disabilities Act (hereafter "ADA") (42 U. S.C. 12101 et.seq.) and the regulations thereunder (28 CFR 35.130).

U. Health Insurance Portability and Accountability Act of 1996 (HIPPA)

As a condition of receiving this Contract, KURTZ agrees that it and its employees currently comply with and will continue to comply with HIPPA.

V. Termination in the Event of Default KURTZ agrees to perform in accordance with the specifications and terms of this contract. Failure of KURTZ to perform any of the provisions, terms, or conditions of this contract, or to maintain the standards herein contained, will be deemed a breach of this contract and the Village, at its sole option, may terminate this contract upon giving KURTZ sixty (60) days wr1tten notice of the effective date of termination. It shall be considered default of this agreement and grounds for termination if KURTZ, is declared bankrupt, insolvent or participates in an assignment of any of its assets for the benefit of creditors.

It shall be considered default under this agreement and grounds for termination of this agreement if any Federal or State tax lien is filed against KURTZ.

W. Operation of Equipment Owned by Village In the event that a KURTZ employee is called upon to operate equipment or apparatus owned by the Village, he/she shall operate it in a safe, competent and careful manner and in accordance with the Standard Operating Guideline (SOG) related to Apparatus Safety. Contractor shall provide evidence of appropriate licensure for each of its employees assigned to the Village to operate all such equipment or apparatus prior to employees being permitted to operate such equipment or apparatus.

~~**Sponsorship** KURTZ will provide sponsorship for all Village personnel desiring to attend paramedic schooling.~~

X. Miscellaneous

1. **Tobacco Use** KURTZ agrees to enforce a policy prohibiting smoking or use of tobacco by KURTZ personnel while operating all vehicles provided by KURTZ, Village or Village pursuant to this Contract and shall require its employees to abide by Westmont Fire Department's no smoking policy.

2. **Severability** If any section, paragraph or provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity shall not affect any of the remaining provisions of this Agreement.

3. **Illinois Law to Govern** Any dispute arising out of or over this Contract shall be governed by Illinois Law.

4. **Venue for Disputes** The parties hereto agree that for the purposes of any lawsuit between them concerning this agreement, its enforcement or its subject matter, sole and exclusive venue shall be in the Circuit Court of DuPage, IL.

5. **Effect of Termination** Any and all promises in this agreement regarding indemnification, insurance, waivers and the like shall continue in full force and effect notwithstanding the termination of this agreement. It is understood by the parties that termination deals strictly with the provision of professional services and the compensation for those services and not with the extinguishing of the obligations of either party to provide any indemnification and insurance required under this agreement.

6. **Waiver of Breach Not Continuing Waiver** The failure of the Village to exercise any of its legal remedies shall not be considered a waiver of any breach of this agreement

7. **Entire Agreement** This agreement supersedes and negates all other agreements between the parties concerning the same subject matter. Any other representation or warranty made by the parties not appearing in this agreement is not enforceable. Amendments to this agreement can be made in writing only, signed by KURTZ and the Village.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials on the date first written above.

VILLAGE OF WESTMONT

By:_____
Ronald J. Gunter, Mayor

ATTEST:

By:_____
Virginia Szymski, Village Clerk

KURTZ PARAMEDIC SERVICE, INC.

By:_____
Its President