

ATTACHMENT 3

SAMPLE AGREEMENT



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TITLE

UNIFIED FIRE AUTHORITY

THIS NON-EXCLUSIVE AGREEMENT is made and entered effective as of (date of contract) by and between UNIFIED FIRE AUTHORITY, a political subdivision of the State of Utah, hereinafter "UFA", and _____, a _____, hereinafter "Supplier," collectively referred to as the "Parties."

RECITALS

- A. Supplier desires to provide _____ as described in the attached specifications for UFA;
- B. UFA desires to engage Supplier for such products and services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the Parties as follows:

1. Supplier agrees to provide _____ as described in the attached specifications described in Exhibit "A," Scope of Work, attached hereto. All financial commitments by UFA shall be subject to the availability of funds approved by UFA Board and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. For such products and services, Supplier will be paid as specified under Exhibit "B," Price Schedule. For purposes of this agreement, Exhibit B will consist of the pricing listed in the proposal submitted as part of the RFP and must be available for review by UFA.

3. Supplier, at its own cost, shall secure and maintain the following minimum insurance coverage:

- A. Worker's Compensation sufficient to cover all Suppliers' employees pursuant to Utah State statutes. The certificate and policy shall provide that coverage

thereunder will not be canceled or reduced without at least thirty (30) days prior written notice to UFA.

B. Commercial General Liability insurance with UFA named as an additional insured, in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. The certificate and policy shall provide that coverage there under will not be canceled or modified without at least thirty (30) days prior written notice to UFA. If under current coverage you do not meet the minimums, a separate umbrella coverage will be permitted.

C. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, with UFA named as an additional insured, in the minimum amount of \$1,000,000 per occurrence. The certificate and policy shall provide that coverage thereunder will not be canceled or modified without at least thirty (30) days written notice to UFA.

D. Supplier shall furnish Certificates of Insurance, acceptable to UFA, verifying the foregoing concurrent with the execution hereof and thereafter as required.

E. All policies of insurance provided will be issued by insurance companies licensed to do business in the State of Utah and will be either:

(1) Listed in the *Federal Register*, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"; or

(2) Rated with an A- or better rating in the most current edition of *Best's Key Rating Guide—Property-Casualty United States*.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Supplier shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by UFA, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to UFA's Chief Legal Officer.

4. Supplier will obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments that may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), Environmental Protection Agency (EPA), and the Americans with Disabilities Act (ADA). Any violation of applicable law will constitute a breach of this Agreement and Supplier will hold UFA harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by UFA as a result of such violation.

5. UFA may, in its sole discretion, terminate this Agreement upon ten (10) days prior written notice to Supplier if UFA determines that Supplier's performance is unsatisfactory, or that Supplier has violated any of the terms or provisions of this Agreement; or in the event Supplier becomes insolvent or is named as a Debtor in Bankruptcy. In the event of termination under this paragraph, the Supplier, at UFA's option, will forfeit as liquidated damages, all performance bonds or other sureties given to UFA under this Agreement. The liquidated damage option will be in addition to any and all remedies at law or equity, which are available to UFA.

6. UFA may terminate this Agreement if Contractor fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

7. UFA reserves the right to terminate this Agreement in whole or in part, at any time during the Term or any additional terms whenever UFA determines in its sole discretion that it is in UFA's interest to do so. If UFA elects to exercise this right, UFA will provide written notice to the Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor will be paid for all services up to the date of termination. Contractor agrees that UFA's termination for convenience will not be deemed a termination for default, nor will it entitle Contractor to any rights or remedies by law or this Agreement for breach of contract by UFA or any other claim or cause of action.

8. If this Agreement is canceled or terminated as provided herein, UFA will calculate and pay the Supplier on the basis of the benefit received.

9. Supplier, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion or non-job-related disability, will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

10. Supplier agrees to indemnify, save harmless and defend UFA, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, to the extent they are caused by Supplier's intentionally wrongful, reckless, or negligent performance hereunder. If UFA's tender of defense, based upon this indemnity provision, is rejected by Supplier, and Supplier is later found by a court of competent jurisdiction to have been required to indemnify UFA, then in addition to any other remedies UFA may have, Supplier shall pay UFA's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein will be construed to require the indemnitor to indemnify the indemnitee against the indemnitee's sole negligence.

11. Supplier represents that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly influenced, and hereby promises that it will not knowingly influence, a UFA officer or employee or former UFA officer or employee to breach any of the ethical standards set forth in the conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

12. Supplier is not an employee of UFA for any purpose whatsoever. The Supplier is an independent contractor at all times during the performance of the services specified.

13. All notices to Supplier will be directed to Supplier at its place of business as shown on its bid or proposal. All notices to UFA will be directed to the following address:

Unified Fire Authority:
Fire Chief
3380 South 900 West
Salt Lake City, Utah 84119

With a copy to:
Unified Fire Authority
Chief Legal Officer
3380 South 900 West
Salt Lake City, Utah 84119

14. This Agreement will not be assigned by either party without the prior written consent of the other party.

15. Supplier's obligations are solely to UFA and UFA's obligations are solely to Supplier. This Agreement will confer no third-party rights whatsoever.

16. This Agreement embodies the entire Agreement between the parties and will not be altered except in writing signed by both parties.

17. The total Agreement between the parties shall consist of the following documents which are incorporated herein by this reference:

A. This Agreement.

B. The Request for Proposals issued by UFA on _____ and any addendum or supplement thereto.

C. Supplier's Response to UFA's Request for Proposals dated _____.

The documents are intended to be complementary and what is called for in one will be deemed to be called for in all. In the event of any inconsistency or ambiguity between the documents, the inconsistency or ambiguity will be resolved by granting priority to the contract documents in the order set forth above.

18. This Agreement will be enforced in and governed by the laws of the State of Utah.

