



UNIFIED FIRE SERVICE AREA

Request for Proposal #2020-16

DISTRICT ADMINISTRATOR

INFORMATION & REQUIREMENTS

I. OVERVIEW

The Unified Fire Service Area (“UFSA”) is a “local district” organized under Utah Code Title 17B. Beginning in 2021, UFSA encompasses four cities (Eagle Mountain, Midvale, Millcreek, and Taylorsville), five metro townships (Copperton, Emigration Canyon, Kearns, Magna and White City), two towns (Alta and Brighton) and the unincorporated area of Salt Lake County.

The purpose of UFSA is to provide a funding mechanism for communities to receive fire and rescue services from the Unified Fire Authority (“UFA”) and to finance the construction and capital maintenance of fire stations within its service area. Funding is primarily generated through property taxes.

UFSA is governed by a fourteen-member board (“Board”) comprised of elected officials from each member city, metro township, town and three county officials. The District Administrator works directly for this Board of Trustees.

UFSA does not have any employees. Legal Services and the District Administrator services are provided by contract. All other work is performed by the Unified Fire Authority staff through a Memorandum of Understanding that outlines the amount of time personnel are employed to work on specific UFSA issues. The UFA employees are under the supervision of the Fire Chief, however, when working on UFSA issues they take direction from the District Administrator.

II. OBJECTIVE

Unified Fire Service Area (“UFSA”) is soliciting competitive sealed proposals from qualified offerors (individuals or firms) to serve as the District Administrator for UFSA.

III. CRITERIA FOR EVALUATION

A committee (“Evaluation Committee”) will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in the proposals. **Awards of orders will be on the basis of:**

- Credentials and demonstrated ability of individual or firm to provide the services detailed in this RFP _____ 80%
- Billing rates or cost proposal _____ 20%

(Scoring totals 100%)

Each category except for Fee Proposal will be scored by the evaluation committee on a scale of 1-10, where 1 indicates that the proposal fails to address some or all of the requirements described in the RFP or fails to demonstrate that the offeror can perform the scope of work, and 10 indicates that the proposal addresses and exceeds all of the requirements or criteria described in the RFP. The category will then be given a corresponding percentage point. For instance, if a category is worth 30% of the overall score, a score of 10 will receive all 30 available percentage points for that category. A score of 9 will receive 90% (9/10, in other words) of the available percentage points for that category, which, in this example, equals 27 percentage points, and so on.

The cost proposal will be reviewed separately by an individual not part of the evaluation committee using a scale of 0-20. The offeror with the lowest proposed price will receive 100% of the pricing points (20 points). All other Proposers will receive a portion of the total pricing points based the lowest price divided by the Proposer’s price multiplied by the total possible points. Points will be rounded to the nearest whole number.

- L - Lowest Price
- P - Proposer Price
- T - Total Possible Points for Pricing (20)

$$\text{Score} = L/P*T$$

IV. PROPOSAL SUBMISSION

- Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)**. The form must be signed by a company representative authorized to bind the Offeror contractually.
- Submit all required information as outlined in the **Proposal Content and Evaluation Criteria** section of **ATTACHMENT 1**. The proposal document shall not include any reference to the cost of the proposal, which shall be submitted separately as described in the next bullet.

- ❑ **Submit one cost proposal in a separate attachment labeled “Cost Proposal.”**
Failure to submit the cost proposal separately may result in a rejection of the offeror’s proposal.
- ❑ UFSA allows for proposals to be submitted electronically. Electronic proposals may be submitted through a secure mailbox at SciQuest, <http://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches SciQuest before the closing date and time. There is no cost to the supplier to submit Unified Fire Service Area electronic quotations via SciQuest. Here is a link to the Division of Purchasing's website where it provides training materials for vendors on the SciQuest platform - <http://purchasing.utah.gov/for-vendors/> Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files.
- ❑ **Submission Deadline: 11:00 AM (MST), Friday, October 23, 2020.**
Proposals received after the deadline will not be considered.

V. **ACCEPTANCE**

- A. Any proposal received will be considered an offer, which may be accepted by UFSA based upon initial submission without discussions or negotiations.
- B. By submitting a proposal in response to this Request, Offeror agrees that any proposal it submits may be accepted by UFSA at any time within ninety (90) days from the date of submission deadline.
- C. UFSA reserves the right to reject any or all proposals and to waive minor technicalities and irregularities in proposals received, and/or to accept any portion of the offer if deemed in the best interest of UFSA. Failure of Offeror to provide, in its proposal, any information requested in the RFP may result in rejection for non-responsiveness.
- D. The UFSA may accept all or part of any offer and may make multiple awards. Offerors shall identify volume discounts if any or all products are selected.

VI. **ADDITIONAL INFORMATION**

For additional information concerning the services specified in this Request for Proposal, interested parties may contact Erica Langenfass via email at elangenfass@unifiedfire.org. Correspondence between suggested offerors and UFSA must be in written format.

For information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA)

accommodations, interested parties may contact Erica Langenfass, Purchasing Agent, via e-mail at elangenfass@unifiedfire.org or Telecommunications Relay Services (TRS) at 711.

VII. AWARD BY WRITTEN AGREEMENT

The Offeror selected to provide the services/products will be required to enter into a written agreement. (See ATTACHMENT 2).

- Signature on the *Proposal Cover Sheet* acknowledges that the Offeror is willing to enter into an Agreement if awarded the contract.
- If Offeror has any exceptions to request, the procedures stated under Paragraph X, EXCEPTIONS, of this section must be followed.

VIII. PREPARATION OF PROPOSALS

- A. Failure to read the Request for Proposal and these instructions will be at the Offeror's own risk.
- B. All prices and notations must be typewritten or printed in ink. Erasures are not permitted. Errors may be crossed out and corrections made in ink or by typewriter adjacent to the corrected error. All corrections must be initialed in ink by the person signing the proposal.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.

IX. PROPOSAL INFORMATION

- A. Discussions with Offerors. UFSA may conduct discussions and site inspections with Offerors who submit proposals determined to be reasonably susceptible to being selected for award. However, proposals may be accepted without such discussions or inspections, at UFSA's option.
- B. Equal Opportunity. UFSA will make every effort to ensure that all Offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Offeror. UFSA assumes no liability for and will not reimburse any costs incurred by Offerors throughout the entire selection process.

- D. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of UFSA and will not be returned to the Offeror.
- E. Rejection of Proposals.
- UFSA reserves the right to reject any or all proposals received. Furthermore, UFSA shall have the right to waive any informality or technicality in proposals received when in the best interest of UFSA.
 - No proposal shall be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears to UFSA, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to UFSA, or that, based upon its past business practices, may be deemed irresponsible or unreliable by the Chief Financial and Legal Officers. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- F. Failure to Submit a Proposal. Failure to submit a proposal (or to advise UFSA's Chief Financial Officer that future Requests for Proposal are desired) may result in the removal of your firm from the prospective Offerors list.

X. EXCEPTIONS TO PROPOSAL

An exception to any term or condition set forth in this proposal must be clearly identified in the response to this RFP. **Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted in a separate document accompanying Offeror's proposal identified as "Exceptions."** Such exceptions shall be considered in the evaluation and the award processes. UFSA shall be the sole determiner of the acceptability of any exception.

XI. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Offeror that is submitted to UFSA, as part of the proposal or otherwise, shall become the property of UFSA when received by UFA and may be considered public information under applicable law. UFSA is subject to the disclosure requirements of the Government Records Access and Management Act, ("GRAMA") Title 63G, Chapter 2, Utah Code Annotated. UFSA generally considers proposals and all accompanying material to be public and subject to disclosure. **Any material considered by the Offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim as required by GRAMA §63G-2-309. Blanket claims that the entire RFP is confidential will be denied.** UFSA cannot guarantee that any information will be held confidential. If the Offeror makes a claim of confidentiality, UFSA, upon receipt of a request for disclosure, will determine whether the material should be

classified as public or protected, and will notify the Offeror of such determination. The Offeror is entitled under the GRAMA to appeal an adverse determination. **UFSA is not obligated to notify the Offeror of a request, and will not consider a claim of confidentiality, unless the Offeror's claim of confidentiality is made in a timely basis and in accordance with the GRAMA.**

XII. REPRESENTATION REGARDING ETHICAL STANDARDS

The Offeror certifies that it has not: (1) provided an illegal gift or payoff to a UFSA officer or employee or former UFSA 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; or (3) knowingly influenced, and hereby promises that it will not knowingly influence, any UFSA officer or employee or former UFSA officer or employee to breach any ethical standards set forth in UFSA's conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

PROPOSAL CONTENT & EVALUATION CRITERIA

DISTRICT ADMINISTRATOR

PROPOSALS SUBMITTED FOR EVALUATION MUST INCLUDE, AT A MINIMUM, THE FOLLOWING INFORMATION AND MATERIALS:

A. GENERAL

The offeror shall furnish District Administrator Services. The offeror shall be able to comply with the following:

Please see the attached documents for recommended specifications and scope of work. Please see "Exhibit A".

B. QUALIFICATIONS OF THE INDIVIDUAL AND/OR FIRM

The primary responsible individual must have a Bachelor's Degree (Master's Degree desirable) in Business Administration, Public Administration, or another closely related field from an accredited college or university together with at least five (5) years of management experience with a public entity which includes program oversight, budget development and oversight, and making presentations to community groups and elected officials.

Preference will be given to candidates with any or all of the following proficiencies:

1. Experience as the Manager, Administrator, Chief Financial Officer, or Chief Legal Officer of a public entity in Utah.
2. Demonstrated experience working with Utah local districts.
3. Prior training or experience with a fire agency.
4. Master's Degree in Public Finance, Public Administration or a closely related field from an accredited institution.

C. PROPOSAL INFORMATION

While additional information may be presented, the following subjects and questions must be addressed in the Proposal.

1. Name, address, telephone number and email address. Include contact person and telephone number for purposes of following up on proposal.
2. A detailed resume of the person(s) who would work directly with UFSA including: education, training and certifications; work history and experience; awards or recognitions; and any professional affiliations.
3. A description of the current personal and professional obligations and availability of the lead individual.

4. A description of the level of professional liability insurance, if any. UFSA has not established a minimum level of professional liability insurance coverage to submit a response. However, UFSA anticipates that the individual or firm selected as district administrator would maintain professional liability insurance in the amount of not less than \$2,000,000 from an insurance company authorized to conduct business and issue policies in the state of Utah. UFSA will also likely require proof of comprehensive policies of automobile liability and damage insurance and worker's compensation insurance.
5. Whether the primary responsible individual has been disqualified or terminated by any municipal, county, state government or another public agency. If so, please explain under what circumstances this disqualification or termination occurred.
6. A list of references.
7. The hourly rate of any individual expected to perform work for UFSA, or an alternative cost proposal. See requirements below.
8. Any other information you feel would be helpful.

**ORAL INTERVIEWS AND ONSITE INSPECTIONS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE OFFERORS.
THE DECISION OF UFSA'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.**

Exhibit “A”

SCOPE OF WORK

DISTRICT ADMINISTRATOR

Unified Fire Service Area (“UFSA”) is soliciting competitive sealed proposals from qualified offerors (individuals and firms) to serve as the District Administrator for UFSA.

DISTRICT ADMINISTRATOR RESPONSIBILITIES:

1. Serves as the Chief Executive Officer of the UFSA
2. Serves as the Budget Officer for the UFSA
3. Oversees the agreement for services provided to UFSA by UFA (MOU)
4. Oversees the capital assets, specifically the major maintenance and construction
5. Reviews requests for tax increment financing projects
6. Legislative affairs, coordinated with the UFA Fire Chief and Utah Association of Special Districts (UASD)

COMPENSATION AND HOURLY EXPECTATIONS

The required hours will vary from month to month, however, UFSA anticipates between 20 and 30 hours per month to fulfill the required services. UFSA will entertain bids that are a flat monthly fee for service.

BILLABLE EXPENSES

Individuals or firms will act as independent contractors and shall provide general services and equipment such as computers, transportation, secretarial support (if necessary), telephone, and supplies required to provide a satisfactory level of service. Applicants shall indicate if any additional costs or fees would be charged in addition to the hourly fee or fixed fee proposed by the applicant.

ATTACHMENT 1
Proposal Response Cover Sheet
DISTRICT ADMINISTRATOR – RFP #2020-16



TO: Unified Fire Service Area
District Administrator
3380 South 900 West
Salt Lake City, Utah 84119

The undersigned, having carefully read and considered the Request for Proposal to serve as District Administrator for UFSA, does hereby offer to perform such Plan on behalf of UFSA, in the manner described and subject to the terms and conditions set forth in the attached proposal.

OFFEROR

Company Name: _____

Doing business as: **an individual** **a partnership** **a corporation** (*mark appropriate box*), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone (____) _____ Fax (____) _____

Mailing Address _____

E-mail Address _____

TAXPAYER IDENTIFICATION NUMBER:

(Attach IRS Form W-9 "Request for TIN and Certification")

Employer I.D. No. _____ **OR** Social Security No. _____
(Corporation or Partnership) (Individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL
CONTENT & EVALUATION REQUIREMENTS LISTED ON NEXT PAGE**

ATTACHMENT 2 TO RFP

SAMPLE AGREEMENT



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is effective _____, by and between the UNIFIED FIRE SERVICE AREA, ("USFA") a public agency and political subdivision of the State of Utah, and _____, an individual ("Independent Contractor").

RECITALS

- A. The USFA is in need of district administrator services.
- B. Independent Contractor has experience in providing district administrator services.
- C. USFA desires to enter into a service contract with Independent Contractor for such services.
- D. The parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. **Employment of Independent Contractor.** The USFA agrees to engage Independent Contractor, and Independent Contractor agrees to furnish all services and materials requested, necessary, or desirable to provide the USFA with district administrator services, including but not limited to, the services set forth in Exhibit A to this agreement [scope of services to be attached] (the "Services"). In the event of conflicts and/or inconsistencies within or among, this Agreement and applicable statute, rules, regulations, or standards, Independent Contractor shall (1) provide the better quantity or greater quality or (2) comply with more stringent requirements or standards, either or both, in accordance with USFA's reasonable interpretation.

2. **Fees for Services.** The fees for Services shall be _____. Independent Contractor shall submit a monthly invoice to the USFA for payment. Provided the invoice is in a form acceptable to the USFA and the Services have been performed to the satisfaction of the USFA, then the USFA shall pay such amount within 30 days of receipt of the invoice.

3. **Expenses and Costs.** The fee for Services includes all expenses, taxes, and costs related to the performance of the Services. Independent Contractor shall furnish and supply at

its sole cost all equipment such as computers, transportation, telephone, and supplies required to provide a satisfactory level of service. Independent Contractor shall also furnish and supply secretarial support (if necessary), unless otherwise subcontracted to the Unified Fire Authority as negotiated with its Fire Chief and with approval of the UFSA Board Chair.

4. **Services Performed in a Professional, Reasonable Manner.** The Services shall be provided by Independent Contractor in a professional manner in compliance with all applicable laws, ordinances, rules, regulations, and applicable standards of performance, including, but not limited to, the status e-verify system requirements for contractors of Utah Code Ann. § 63G-12-101, et seq. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Independent Contractor.

5. **Public Information.** Independent Contractor understands and agrees that this Agreement and related invoices, etc., will be public documents, as provided in Utah Code Ann. § 63G-2-101, et seq.

6. **Confidentiality.** Independent Contractor agrees (1) to hold confidential information in strict confidence; (2) not to disclose confidential information to any third-party, except upon USFA's prior written consent; and (3) to use reasonable precautions and processes to prevent unauthorized access, use, or disclosure of USFA confidential information; provided, however, that Independent Contractor may disclose confidential information if and only to the extent required to do so by applicable law (in which case, Independent Contractor shall advise the USFA as soon as practicable and prior to disclosure, if practical, and cooperate and assist the USFA at USFA's cost and expense, if the USFA seeks a protective order or other relief from such disclosure requirements). As used in this Agreement, confidential information means all information material that constitutes a private, controlled, or protected record or document, or is exempt from disclosure as referenced in Utah Code Ann. § 63G-2-101, et seq. Independent Contractor also agrees to obligate their employees to the same obligations imposed on Independent Contractor as provided in this section.

7. **Alcohol and Drug-free Work Place.** All personnel during such time that they provide Services shall not be under the influence of alcohol, any drug, or combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Services. Further, all personnel during such time that they provide Services shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of Utah Code Ann. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle) or any measurable controlled substance in his body that would constitute a violation of Utah Code Ann. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle).

8. **Assignment and Delegation.** Independent Contractor will not assign or delegate the performance of its duties under this Agreement without the prior written approval of the USFA.

9. **Employment Status.**

a. Official Status. Independent Contractor shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of Independent Contractor and shall be considered to be independent contractors. Independent Contractor has no authority, expressed or implied, to bind the USFA to any agreement, settlements, or liability whatsoever.

b. Salary and Wages. The USFA shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Services hereunder.

c. Employment Benefits. All personnel providing Services hereunder are and shall remain employees of Independent Contractor. All personnel providing Services shall have no right to any USFA pension, civil service, or any other USFA benefits pursuant to this Agreement or otherwise.

10. **Term and Termination.** This Agreement shall terminate on December 31, 2025. Either Party has the right to terminate this Agreement early by written notice at any time, but in either event, the USFA will be obligated to satisfy any charges incurred up to such time.

11. **Insurance.** The Independent Contractor shall at his or her own cost maintain professional liability insurance covering the acts and omissions of the Independent Contractor in the performance of the Independent Contractor's professional duties in the amount of not less than \$2,000,000. The Independent Contractor shall furnish the USFA certificates of insurance evidencing the insurance requirements herein. Certificates of insurance shall contain the provision that at least 30 days' prior written notice will be given to the USFA in the event of cancellation, reduction, or renewal of the insurance and name the USFA as an additional insured.

12. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

USFA: Board Chair
3380 South 900 West
Salt Lake City, UT 84119-4102

Independent Contractor: _____

13. **Claims and Disputes.** Claims, disputes, and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court in and for Salt Lake County, Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, Independent Contractor shall continue to perform the Services during any such litigation and the USFA shall continue to make payments to Independent Contractor in accordance with the terms of this Agreement.

14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

16. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

17. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

18. **Entire Agreement and Modification of Agreement.** This Agreement and exhibits attached hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the parties.

19. **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control.

20. **Time.** Time is the essence hereof.

21. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

22. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

23. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

24. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this

Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

25. ***Exhibits and Recitals.*** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

26. ***Injunctive Relief.*** Notwithstanding anything to the contrary in this Agreement, Independent Contractor acknowledges that the unauthorized use or disclosure of confidential information would cause irreparable harm to the USFA. Accordingly, Independent Contractor agrees that the USFA will have the right to obtain an immediate injunction against any breach or threatened breach of section 6 of this Agreement, as well as the right to pursue any and all other rights or remedies available at law or in equity for such breach.

27. ***Conflicts of Interest.*** Independent Contractor represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of the USFA to secure favorable treatment with respect to being awarded this Agreement.

IN WITNESS WHEREOF, the USFA caused this Agreement to be signed by its Chair and attested by its clerk and delivered, and Independent Contractor has caused the same to be signed and delivered.

UNIFIED FIRE SERVICE AREA

By: _____
Kristie Overson, UFSA Board Chair

ATTEST

Cyndee Young, UFSA Board Clerk

INDEPENDENT CONTRACTOR

By: _____