

**LOOKING GLASS REGIONAL FIRE AUTHORITY  
SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **LOOKING GLASS REGIONAL FIRE AUTHORITY** (hereinafter referred to as the “Authority”) and \_\_\_\_\_ (hereinafter referred to as the “Contractor”).

**W I T N E S S E T H :**

**WHEREAS**, it is the desire of the Authority to hire an independent contractor to perform certain oversight services from time to time for the Authority; and

**WHEREAS**, the Authority and the Contractor desire to set forth the terms and conditions of the Contractor’s services and compensation in writing.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

**FIRST: SERVICES TO BE PROVIDED BY THE CONTRACTOR.** The Contractor, during the duration of this Agreement, shall perform the duties as outlined in the attached Statement of Work, labeled Exhibit A, which is hereby incorporated by reference into this Agreement and made a part hereof.

**SECOND: COMPENSATION.** The Contractor shall be compensated for the services rendered pursuant to this Agreement as follows:

- A. Contractor shall receive the sum of Five Thousand and 00/100 (\$5,000.00) Dollars per year (pro-rated for any partial periods) for all services provided. The Authority shall remit the compensation set forth in this Paragraph to the Contractor on December 31 of each year until the termination of this Agreement under Paragraph 14.

**THIRD: MAINTENANCE OF RECORDS.** The Contractor shall prepare, keep and maintain records verifying expenses and performance of services for which the Contractor has been compensated pursuant to this Agreement. The Authority and its representatives shall be allowed access to and review of all records pertaining to the Contractor’s activities under this Agreement. Refusal to allow the Authority or its representatives access to said records shall constitute a material breach of this Agreement and grounds for immediate termination of the same.

**FOURTH: AUTHORITY'S RETENTION OF RECORDS.** The Authority shall have the sole and exclusive right to the retention of all records pertaining to the services rendered by the Contractor pursuant to this Agreement. The Contractor shall have access to appropriate records when such access is required for performance of the services to be provided under this Agreement. Upon the completion or termination of this Agreement, all records pertaining to services provided hereunder in the Contractor's possession shall be turned over to the Authority.

**FIFTH: AUTHORITY RESPONSIBILITIES.**

- A. The Authority shall make available to the Contractor all records and information relevant to the patient for purposes of the service being provided.
- B. The Contractor's services will be evaluated on an ongoing basis.

**SIXTH: COMPLIANCE WITH THE LAW.** The Contractor, while engaging in any activity pursuant to this Agreement, shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

**SEVENTH: NONDISCRIMINATION.** The Contractor shall comply with all applicable Federal, State and local laws and regulations prohibiting discrimination. Breach of this covenant shall be regarded as a material breach of this Agreement.

**EIGHTH: INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall in no way be deemed to be and shall not hold himself out as an employee, servant or agent of the Authority and shall not be entitled to any fringe benefits of the Authority, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity. The Contractor shall be responsible for withholding and payment of all applicable taxes, including income and social security taxes to the proper Federal, State and local governments, which arise out of this Agreement.

**NINTH: WAIVERS.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**TENTH: AMENDMENT OF THE AGREEMENT.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**ELEVENTH: DISREGARDING TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**TWELFTH: COMPLETENESS OF THE AGREEMENT.** This Agreement and the Exhibit A attached hereto contain all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**THIRTEENTH: AGREEMENT PERIOD AND TERMINATION.** This Agreement shall become effective on the 1st day of \_\_\_\_\_, 2013, and shall continue to the \_\_\_ day of \_\_\_\_\_, 2013, at which time it shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either of the parties hereto upon thirty (30) days prior written notification to the other party.

**FOURTEENTH: INVALID PROVISIONS.** If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

**FIFTEENTH: CERTIFICATION.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

**IN WITNESS WHEREOF,** the authorized representatives of the parties hereto have fully signed this Agreement on the day and year first above written.

**WITNESSED BY:**

**AUTHORITY:**

**LOOKING GLASS REGIONAL FIRE  
AUTHORITY**

\_\_\_\_\_

Date

By: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

Date

\_\_\_\_\_

**EXHIBIT A**  
**STATEMENT OF WORK**

Looking Glass Regional Fire Authority Owned Vehicles

- Coordinate and implement vehicle maintenance including lube, oil and filter changes
- Schedule and implement pump testing
- Schedule and implement pump maintenance
- Coordinate state testing of vehicles
- Update LGRFA Board on equipment needs and replacement

Miscellaneous Equipment

- Coordinate and implement ladder and hose testing
- Perform quarterly air testing for compressor, review results and take corrective action if required

Looking Glass Regional Fire Authority Facility

- Coordinate building maintenance activities for all building systems, including HVAC, electrical and generators

Financial and Administrative functions

- Review invoices received for accuracy and recommend payment or other action
- Order supplies as needed and deliver to station when required
- Aid in managing LGRFA expenditures to best utilize resources
- Review bank statements
- Report to LGRFA and make recommendations on building and vehicle needs and required purchases
- Assist in preparing annual budget
- Prepare invoice information for FOIA requests
- Make LGRFA board aware of FOIA requests and aid in preparing FOIA information
- Maintain and update LGRFA website

Coordination with other agencies

- Prepare information for advanced life support licensing if required
- Maintain licensing requirements and records for LGRFA
- Attend Tri-County Medical Control Authority meetings
- Maintain required MIOSHA records
- Maintain required NFPA records

Operations

- Review and evaluate LGRFA work products, methods and procedures
- Review and report any operational problems