



STATE OF ALABAMA        )  
                                  )  
COUNTY OF LAUDERDALE    )

**CONTRACT**

THIS AGREEMENT IS MADE AND ENTERED INTO IN DUPLICATE, by and between the City of Florence, Alabama, (hereinafter "City"), and Municipal Emergency Services, Inc., (MES), (hereinafter "Consultant").

**WITNESSETH:**

THAT, WHEREAS, the City wishes for the Consultant to provide services necessary to perform testing of equipment at the City of Florence Fire Department, Florence, Alabama.

NOW, THEREFORE, the City and Consultant in consideration of the recitals and mutual covenants herein set forth, mutually agree as follows:

**ARTICLE 1 - SCOPE OF SERVICES**

The scope of work shall consist of the Consultant providing onsite testing for 45 (forty five) SCBA Flow Test and 80 (eighty) Fit Test Mask at the Fire Department, Florence, Alabama, as listed per the attached quote QT1211177, dated October 11, 2018, for the City of Florence Fire Department, Florence, Alabama, and all in accordance with the proposals as attached hereunto.

**ARTICLE 2 - FEES AND COMPENSATION**

In consideration of the performance of the elements described as the SCOPE OF SERVICES, the City shall pay the Consultant as described in the proposal dated October 11, 2018, in the contract amount not to exceed \$4,380.00 (four thousand three hundred eighty dollars) and is the price submitted by the Consultant in their proposal which is attached hereunto and made a part of this contract.

Payment to the Consultant will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with this contract. Any additional work to be done or materials to be furnished, which in the opinion of the City represent a significant quantity, shall be authorized by change order agreement with the Consultant.

The City shall make partial payments and/or final payment to the Consultant on or before the 15th day after receiving a duly certified and approved estimate.

**ARTICLE 3 - PERSONNEL AND FACILITIES**

The Consultant warrants that they have or will secure at their own expense, all personnel required to perform the services under this contract. All personnel in the work shall be fully qualified.

The Consultant warrants that it is properly qualified to perform this contract in accordance with the applicable laws of the City of Florence, the State of Alabama and the United States.

#### ARTICLE 4 – CHANGES

The City may, at any time, by written order, make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and this contract shall be modified in writing accordingly. No services for which additional compensation will be charged by the Consultant shall be furnished without written authorization of the City.

#### ARTICLE 5 – CANCELLATION

The City retains the right to cancel without cause upon thirty (30) calendar day's written notice any and/or all terms and conditions as agreed upon within the aforementioned scope of services. If the contract is cancelled, the Consultant will be paid for services rendered to the end of the calendar month of cancellation as mutually agreed by both parties.

#### ARTICLE 6 - TERMS AND CONDITIONS

In no event shall this contract constitute an employment Agreement, and the Consultant shall be considered only as an independent consultant and not employees, agents, partners, or joint ventures of the City.

The Consultant shall be solely responsible for any and all taxes (state, federal, and/or local); workers' compensation insurance; unemployment insurance payments; insurance; or any similar type of payment or any employee thereof; and shall hold the City harmless from any and all such payments.

The second party shall not knowingly violate 8 U.S.C. &1324a (employ an unauthorized alien) as a condition of receiving a contract. The second party agrees to enroll in a designated employment eligibility verification system through the term of the contract. E-Verify is a free Internet based system that is operated or authorized by the United States Department of Homeland Security that allows employers to electronically confirm the legal working status of newly-hired employees. E-Verify shall be the designated employment eligibility verification system for the first party. As a contractor participant in E-Verify, the second party shall be required to use E-Verify for all new employees who will be working directly on this contract.

If the second party uses one or more subcontractors in connection with the performance of this contract, the second party shall include in all subcontracts the requirement for compliance by the subcontractor with these provisions.

The Consultant agrees to indemnify and save harmless the City from any claim, loss, action or cause of action for damages, both property and personal, including death, which may arise from and during performance of professional services be by the Consultant or anyone directly or indirectly employed by the Consultant.

All laws, rules and regulations of the United States, State of Alabama, and the City of Florence as are applicable to the work to be performed hereunder shall be complied with.

It is fully understood and agreed that the Consultant is an independent contractor and not an employee, agent or representative of the City. It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The Consultant shall secure and pay for all required licenses and permits.

This contract shall be interpreted pursuant to the laws of the State of Alabama.

Executed at Florence, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF FLORENCE, ALABAMA**  
a municipal corporation

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
CITY CLERK

“CITY”

**MUNICIPAL EMERGENCY SERVICES, INC.**  
a corporation

ATTEST:

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

\_\_\_\_\_

“CONSULTANT”



MUNICIPAL EMERGENCY SERVICES

6701-C Northpark Blvd  
Charlotte, NC 28216

# Quote

Date	10/11/2018
Quote #	QT1211177
Expires	11/10/2018
Sales Rep	Carter, William R
PO #	
Shipping Method	FedEx Ground

**Bill To**

Accounts Payable  
 FLORENCE FIRE & RESCUE  
 402 SOUTH WOOD AVE.  
 FLORENCE AL 35630  
 United States

**Ship To**

ATTN: Chief Perkins  
 FLORENCE FIRE & RESCUE  
 402 SOUTH WOOD AVE.  
 FLORENCE AL 35630  
 United States

Item Description	Quantity	Unit Price	Total Price
SCBA Flow Test	45	44.00	1,980.00
FTM- Fit Test Mask	80	30.00	2,400.00

<b>Subtotal</b>	4,380.00
<b>Shipping Cost (FedEx Ground)</b>	0.00
<b>Total</b>	<b>\$4,380.00</b>

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1211177