

**PROFESSIONAL SERVICES AGREEMENT WITH
TRAUMA INTERVENTION PROGRAM OF THE TREASURE VALLEY, INC.**

This PROFESSIONAL SERVICES AGREEMENT WITH TRAUMA INTERVENTION PROGRAM OF THE TREASURE VALLEY, INC. ("Agreement") is made this ____ day of October, 2020 ("Effective Date") between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City") and Trauma Intervention Program of the Treasure Valley, Inc., a nonprofit organization organized under the laws of the State of Idaho ("TIP") (collectively, "Parties").

WHEREAS, the Meridian Police Department desires the services offered by TIP, including provision of comprehensive emotional and practical support services, on an as-needed basis, to victims of emergency situations and traumatic events;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

- I. **STATEMENT OF WORK.** Pursuant to the terms and conditions of this Agreement, TIP shall provide the following services:
 - A. Throughout the term of this Agreement, TIP shall provide all personnel, volunteers, supplies, and equipment necessary to accomplish TIP's obligations under this Agreement. TIP shall, as needed, provide a Volunteer Training Academy, select and train crisis team supervisor(s), and train local emergency personnel on TIP and how to utilize TIP's services.
 - B. TIP personnel shall be available, twenty-four hours a day, to provide on-scene emotional and practical support services to victims of emergency situations and traumatic events ("clients"), upon request or referral by City personnel. Such support services shall include, but shall not be limited to: on-scene emotional support and/or counseling; arrangements for clean-up services; notification to family, friends and others as directed or needed by client; providing information and referrals to follow-up support services; and at least one follow-up contact. TIP shall make available to City sufficient information to enable City personnel to contact the appropriate local TIP volunteer at any time, including phone numbers and names of all TIP volunteers and supervisors on call. City's use of TIP shall be in the sole discretion of City and City personnel. TIP agrees that the City may decline TIP services at any time, even if initially called out by City, at City's sole discretion.
- II. **STANDARD OF PERFORMANCE.** TIP and each and all of TIP's agents, employees, and volunteers shall be fully qualified to, and shall, perform these services and all components thereof in accordance with generally accepted industry standards and practices. Neither TIP nor any byproduct or component of its activities shall in any way harm or endanger the health, safety, and/or welfare of TIP agents, employees, or volunteers; any member of the public and/or City personnel.
- III. **TERM.** This Agreement shall become effective as of the Effective Date upon execution by both parties, and shall expire on September 30, 2021, unless earlier terminated or extended in the manner as set forth in this Agreement.
- IV. **PAYMENT.** Within thirty (30) days of receipt of invoice, completed W-9 form, and proof of insurance as required by this Agreement, City shall pay TIP a maximum amount of twelve thousand, seven

hundred and sixty-nine dollars (\$12,769.00) for the services to be performed hereunder. It is understood by the Parties that this amount represents twelve cents per City resident (i.e. 106,410 persons times 00.12 cents per person). City shall not withhold any federal or state income taxes from any payment made by City to TIP under this Agreement. Payment of all taxes and other assessments on such sums shall be the sole responsibility of TIP.

V. GENERAL PROVISIONS.

A. INDEMNIFICATION. TIP shall indemnify and save and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by TIP, its servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of City or its employees. TIP acknowledges that the provision of services to City as described in this Agreement carries risks, some of which are unknown, and TIP does assume all known and unknown risks and hazards of providing services as described in this Agreement.

B. INSURANCE. TIP shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement:

1. Liability insurance, in which the City shall be named an additional insured in the minimum amount of one million dollars (\$1,000,000), or the maximum amount specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code, whichever is higher.
2. Automobile insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence for owned, non-owned and hired vehicles. If TIP has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than one million (\$1,000,000) per accident for bodily injury and property damage is required. Where applicable, the City of Meridian shall be named as an additional insured.
3. Workers Compensation coverage in the amount required by Idaho law.

The limits of TIP's insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City. If City becomes liable for an amount in excess of the insurance limits herein specified, TIP covenants and agrees to indemnify and save and hold harmless City from and for any and all such losses, claims, actions, or judgments for damages or liability to persons or property. TIP shall provide City with proof of insurance as required by this Agreement. In the event the insurance minimums are changed, TIP shall immediately submit proof of compliance with the changed limits. TIP acknowledges that City shall not provide for TIP, or for its agents, employees, or volunteers, any insurance or coverage of any kind, whether financial, medical, or otherwise, for any accidents, injuries, illnesses, losses, or damages that result during or arise out of the services provided under this Agreement and/or any activity related thereto.

C. INDEPENDENT CONTRACTOR. In all matters pertaining to this Agreement, TIP shall be acting as an independent contractor, and neither TIP, nor any officer, employee or agent of TIP, will be deemed an employee of or volunteer for City. The selection and designation of City personnel in the performance of this Agreement shall be made by the City. TIP understands, acknowledges, and agrees that TIP is free from actual and potential control by City in the provision of services under this Agreement. Specifically, without limitation:

1. TIP is engaged in an independently established trade, occupation, profession, or business.
2. TIP has the authority to hire or engage subordinates.
3. TIP owns and/or will provide all major items of equipment necessary to perform services under this Agreement.

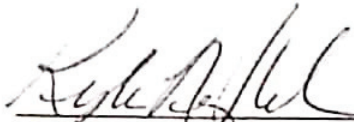
- D. **NO AGENCY.** It is understood and agreed TIP is not, and shall not be considered, an agent of City in any manner or for any purpose whatsoever in any activity undertaken pursuant to this Agreement. TIP shall have no authority or responsibility to exercise any rights or power vested in City.
- E. **PROPRIETARY RIGHTS.** TIP is the sole and exclusive owner of all proprietary and other property rights and interests in and to the trade names and/or trademarks “Trauma Intervention Programs,” “TIP, Inc.,” “TIP,” and all other trademarks and service marks used in connection with the TIP program, including but not limited to all those trademarks, service marks, slogans, logos, and rights residing in the banners, brochures, business cards, and letterheads by which groups licensed to adopt and use said names and marks and products therefrom are known and identified. Except as otherwise provided in the Idaho Public Records Act or other applicable law, TIP is the sole and exclusive owner of all materials used to operate the TIP Program in the City of Meridian. These materials include but are not limited to the Operations Manual, Volunteer Training Manual and Trainers Manual. Upon termination of this Agreement, City agrees to immediately return all manuals and materials to TIP.
- F. **CONFIDENTIALITY.** Neither TIP nor its volunteers shall use information gained in the course of provision of services under this Agreement for any purpose other than fulfillment of its obligations hereunder. TIP and TIP personnel shall, at all times during the term of this Agreement and thereafter, hold in strictest confidence, and shall not use or disclose to any person, firm or corporation, for any purpose whatsoever, any confidential information shared with or become known to TIP in the course of providing services under this Agreement, except as required by law or court order. This provision and the obligations inuring to TIP hereunder shall survive the termination or expiration of this Agreement.
- G. **NOTICES.** Any and all notices required to be given by either of party hereto shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:
- | | |
|----------------------------|------------------------------------|
| City: | TIP: |
| Meridian Police Department | Trauma Intervention Programs, Inc. |
| Attn: Chief of Police | 9105 W. Rockstone Court |
| 1401 E. Watertower | Kuna ID 83634 |
| Meridian ID 83642 | |
- Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.
- H. **ATTORNEY FEES.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys’ fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
- I. **TIME IS OF THE ESSENCE.** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

- J. **ASSIGNMENT.** It is expressly agreed and understood by the parties hereto, that TIP shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of City. Any and all subcontractors or assignees shall be bound by all the terms and conditions of this Agreement.
- K. **DISCRIMINATION PROHIBITED.** In performing the Services required herein, TIP shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or physical disability.
- L. **REPORTS AND INFORMATION.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.
- M. **AUDITS AND INSPECTIONS.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of TIP's records with respect to all matters covered by this Agreement. TIP shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- N. **COMPLIANCE WITH LAWS.** In performing the scope of services required hereunder, TIP shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
- O. **TERMINATION.** If, through any cause, TIP shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if TIP shall violate any of the covenants, agreements, or stipulations of this Agreement, City shall have the right to terminate this Agreement by providing written notice to TIP of such termination. Upon termination, TIP shall be entitled to just and equitable compensation for any work satisfactorily completed hereunder, and City shall be entitled to a prorated refund of the amount paid for work not completed. In the event that City is entitled to a prorated refund following termination, City shall invoice TIP for the amount due, which amount TIP shall pay in full within thirty (30) days. This provision shall survive the termination of this agreement and shall not relieve TIP of its liability to the City for damages, provided that the amount of such damages shall not exceed the total compensation provided for in this agreement.
- P. **NON-APPROPRIATION.** Should funding become not available, due to lack of appropriation, the City may terminate this agreement upon fifteen (15) days' notice.
- Q. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- R. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- S. **APPLICABLE LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. Venue shall be in the courts of Ada County, Idaho.

T. **APPROVAL REQUIRED.** This Agreement shall not become effective or binding until approved by the governing body of the City of Meridian.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

TRAUMA INTERVENTION PROGRAM OF THE TREASURE VALLEY, INC:



Kymber Jenkins, Chief Executive Officer

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk