

## MASTER PROFESSIONAL SERVICES AGREEMENT WITH RICHARD EVERETT FOR TACTICAL EMERGENCY CASUALTY CARE TRAINING SERVICES

This MASTER PROFESSIONAL SERVICES AGREEMENT WITH RICHARD EVERETT FOR TACTICAL EMERGENCY CASUALTY CARE TRAINING SERVICES ("Agreement") is made this 18<sup>th</sup> day of NOVEMBER, 2020 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and Richard Everett, an individual whose address is 4094 E. Ettaro Avenue, Meridian, Idaho ("Contractor"). (City and Contractor may hereinafter be collectively referred to as "Parties.")

**WHEREAS**, the Meridian Police Department ("MPD") is in need of instructor services for its tactical emergency casualty care training program, and finds that Contractor is duly qualified and certified by Idaho Peace Officer Standards and Training ("POST") to provide such services;

**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:

### SCOPE OF SERVICES.

Contractor shall provide tactical emergency casualty care training and instruction services for MPD, pursuant to the Tactical Emergency Casualty Care curriculum duly established and/or approved by the Idaho POST Council, at the time, place, and location as described in associated task orders. Contractor shall provide services and work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement or the associated task order. Services and work provided by Contractor shall be performed in a timely manner as specified in the project task order and agreed by the parties. The Parties acknowledge and agree that time is strictly of the essence with respect to services provided pursuant to this Agreement, 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.

### COMPENSATION.

**Hourly rate; total amount.** The total payment to Contractor for the services described in associated task orders shall be twenty-five dollars (\$25.00) per hour. This rate and total amount shall constitute full compensation for any and all services provided hereunder and any and all related expenses, including, without limitation, travel, materials, contingency, commission, and any and all other costs of work to be performed or furnished by Contractor.

**Method of payment.** Within fourteen (14) business days of rendering services pursuant to a task order, Contractor shall provide to City a detailed invoice for services provided, describing the time, place, and location of services provided. City shall pay such invoice within thirty (30) days of receipt. City shall not withhold any federal or state income taxes or Social Security tax from any payment made by City to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums shall be the sole responsibility of Contractor.

### III. GENERAL PROVISIONS.

**Term.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through September 30, 2023 unless sooner terminated by the method set forth herein.

**Subcontracting or assignment of obligations.** Contractor shall not subcontract or assign any of Contractor's obligations under this Agreement that require or that may require Contractor's talent or expertise. Contractor may subcontract or assign obligations that do not require Contractor's talent or expertise. Any and all subcontractors or assignees shall be bound by all the terms and conditions of this Agreement.

- A. **Assumption of risk; indemnification.** Contractor acknowledges that provision of services under this Agreement may carry a risk of injury, illness, and/or death, and, with that knowledge, Contractor hereby assumes all such risks and hazards, some of which may be unknown. Contractor shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Contractor or Contractor's servants, agents, employees, guests, and/or business invitees.
- B. **Waiver.** Contractor waives and releases, on behalf of Contractor and Contractor's heirs, executors, administrators, assigns, and/or personal representatives, any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Contractor's performance of this Agreement, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of concurrent or sole negligence of City or its officers, agents or employees.
- C. **Ownership.** Any information, equipment, or materials furnished by City for the Contractor's use pursuant to this Agreement shall belong to City. Any City equipment or materials used by Contractor shall be returned to City in good working condition or order upon completion of the Agreement or upon MPD's request.
- D. **Photography and recording.** City shall be authorized to photograph, record, video tape, reproduce, transmit, disseminate, and/or retain such recordings of training exercises and other activities, which may include visual or audio recordings of Contractor, for educational and public information purposes. City shall not be responsible for the actions of persons who are not under its employment or control.
- E. **Fitness.** Contractor acknowledges that provision of services under this Agreement will include physical and mental demands. Contractor attests that Contractor is physically fit and mentally sound and suffers from no condition, impairment, disease, infirmity, or other illness that may increase the risk of injury to or death of Contractor or others due to Contractor's provision of services under this Agreement. It shall be Contractor's sole responsibility to verify Contractor's physical and mental fitness to perform these services. Contractor shall clearly communicate to City personnel any concerns Contractor may develop about Contractor's ability to safely undertake physical, mental, or other aspects of any activity related to this Agreement.

- F. **Insurance to be obtained by Contractor.** Contractor acknowledges and understands that City shall not provide insurance or benefit coverage of any kind for injury, death, or illness related to Contractor's provision of services under this Agreement. Contractor shall obtain and shall maintain, at Contractor's own expense, insurance in an amount necessary to insure Contractor's insurable interests.
- G. **Termination for cause.** If City determines that Contractor has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have five (5) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.
1. **Default by City.** In the event of termination for non-performance or default by City, City shall compensate Contractor for work actually completed by Contractor prior to the date of written notice of termination and any verified additional services and materials actually performed or supplied prior to the date of written notice of termination, less payments of compensation previously made, not to exceed the total amount of compensation allowed hereunder.
  2. **Default by Contractor.** In the event of termination for non-performance or default by Contractor, City may reasonably withhold payments due until such time as the exact amount of damages due to City from Contractor is determined. Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach or default of this Agreement by Contractor. This provision shall survive the termination of this Agreement and shall not relieve Contractor of liability to City for damages.
- H. **Termination without cause.** City may terminate this Agreement for any reason at any time by providing fourteen (14) days' notice to Contractor.
- I. **Non-waiver of breach.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.
- J. **Relationship of Parties.** It is the express intention of Parties that Contractor is an independent contractor and neither Contractor nor any officer, employee, subcontractor, assignee, or agent of Contractor shall be deemed an employee, agent, joint venturer, or partner of City in any manner or for any purpose. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or between Contractor and any official, agent, or employee of City. Both parties acknowledge that Contractor is not an employee of City. Contractor shall retain the right to perform services for others during the term of this

Agreement. Specifically, without limitation, Contractor understands, acknowledges, and agrees:

3. Contractor is free from actual and potential control by City in the provision of services under this Agreement.
4. Contractor is engaged in an independently established trade, occupation, profession, or business.
5. Contractor has the authority to hire subordinates.
6. Contractor owns and/or will provide all major items of equipment necessary to perform services under this Agreement.

**K. Compliance with law.** Throughout the course of this Agreement, Contractor shall comply with any and all applicable federal, state, and local laws.

**L. Non-Discrimination.** Throughout the course of this Agreement, Contractor shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory disability.

**M. Costs and attorneys' fees.** If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

**N. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.

**O. Cumulative Rights and Remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

**P. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.

**Q. Successors and Assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.

**R. Notice.** Any and all notice required to be provided by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:

Contractor:

Richard Everett  
4094 E. Ettaro Avenue  
Meridian ID 83646

City:

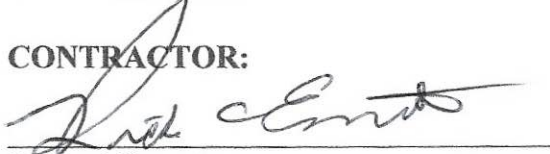
Meridian Police Department  
Attn: Training Academy Supervisor  
1401 E. Watertower Street  
Meridian ID 83642

Either party may change her/its address for the purpose of this provision by giving written notice of such change in the manner herein provided.

S. **City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

**CONTRACTOR:**



Richard Everett

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk