

**PROFESSIONAL SERVICES AGREEMENT
OFFICE OF EMERGENCY MANAGEMENT
Standard Reunification Method Training**

This Agreement is made effective this 16th day of November, 2023, by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho, 451 N. Government Way, P.O. Box 9000, Coeur d'Alene, Idaho 83816-9000 (hereinafter referred to as "COUNTY") and I LOVE U GUYS FOUNDATION, a Colorado non-profit organization, P.O. Box 489, Placitas NM 87043 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY seeks the professional services of a consultant to provide training on the Standard Reunification Method following crisis response; and

WHEREAS, procurement of CONTRACTOR's services has been deemed to be in the best interests of the COUNTY; and

WHEREAS, the services contemplated herein are valued at less than \$50,000.00 and are therefore exempt from procurement requirements pursuant to Idaho Code §67-2803(2).

NOW THEREFORE, THE COUNTY AND CONTRACTOR AGREE AS FOLLOWS:

**SECTION 1
CONTRACT DOCUMENTS**

1.1 CONTRACTOR shall furnish the professional services, to-wit: a two-day Standard Reunification Method- Reunification Exercise as described in the Contract Documents for the project. The Contract Documents consist of:

1.1.1 This Agreement signed by COUNTY and CONTRACTOR; and

1.1.2 The training specifications, attached hereto as Exhibit "A" and incorporated by reference.

1.1.3 Written change order(s) issued after the execution of this Agreement signed by COUNTY and CONTRACTOR.

SECTION 2
SCOPE OF WORK AND GENERAL PROVISIONS

- 2.1** SCOPE OF WORK: CONTRACTOR shall provide COUNTY professional services in accordance with the specifications set forth in Exhibit A.
- 2.2** CONTRACTOR shall comply with all codes, standards, regulations, directives, and laws applicable to provision of services hereunder.
- 2.3** TERM: The training at issue shall commence on **March 6, 2024 at 8:00 am**, and end on **March 7, 2024 at 4:00 pm**.

This Agreement is contingent upon the COUNTY receiving the necessary funding to cover the obligations of the COUNTY. In the event that such funding is not received or appropriated, the COUNTY's obligation under the Agreement shall cease, and each party shall be released from further performance under the Agreement without any liability to the other party.

- 2.4** TERMINATION FOR CONVENIENCE: COUNTY may terminate this Agreement, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the COUNTY's best interest. CONTRACTOR shall be paid its costs, including contract closeout costs and profit on work performed up to the time of termination.

CONTRACTOR agrees to offer a comparable speaker in the event the scheduled speaker is unable to attend due to problems beyond the control of the Speaker.

- 2.5** TERMINATION FOR DEFAULT OR BREACH: If CONTRACTOR fails to perform in the manner called for, or if CONTRACTOR fails to comply with any other provisions of the Agreement, COUNTY may terminate this Agreement for default. CONTRACTOR will only be paid the contract price for the services performed in accordance with the manner of performance set forth in this Agreement. COUNTY may, at its sole discretion, determine that CONTRACTOR had an excusable reason for not performing, e.g. strike, fire, flood, or other events which are not the fault of the CONTRACTOR or which are beyond the control of CONTRACTOR, and may establish a new performance schedule, may allow CONTRACTOR to continue work, or may treat the termination as a termination for convenience.

- 2.6** OPPORTUNITY TO CURE: COUNTY, at its sole discretion, in the event of termination for default or breach may allow CONTRACTOR ten (10) days to cure the defect. In such a case, a notice of termination will state the time period during which cure is permitted and other appropriate conditions. If CONTRACTOR fails to remedy to the COUNTY's satisfaction, COUNTY shall have the right to terminate without any further obligation to CONTRACTOR. Any such termination shall not in any way preclude COUNTY from pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

- 2.7 WAIVER: In the event COUNTY elects to waive its remedies for any breach by CONTRACTOR, such waiver shall not limit COUNTY's remedies for any successive breach.
- 2.8 Time is and shall remain of the essence, no acts of the COUNTY shall constitute a waiver of this provision. CONTRACTOR shall notify COUNTY immediately of any event delaying or threatening to delay timely performance.
- 2.9 Work shall be subject to the COUNTY's inspection and approval, which shall not be unreasonably withheld. If unsatisfactory, work shall be corrected to the COUNTY's satisfaction at CONTRACTOR's expense. In the event COUNTY has concerns about the quality or progress of Work, COUNTY may, at its sole option, provide a written notice including specific concerns and recommendations for remedy and offer CONTRACTOR a seven (7) day period to cure said concerns.

SECTION 3 **CONTRACT SUM**

- 3.1 The total Contract Sum shall not exceed \$17,500.00, subject to additions and deductions by Written Change Order(s), if any. In no event shall the total sum paid to CONTRACTOR pursuant to this Agreement exceed \$49,999.00.
- 3.2 The Contract Sum shall include all items and services necessary for the proper execution and completion of the work.
- 3.3. CONSULTANT shall bear all additional expenses, including but not limited to travel and mileage cost.

SECTION 4 **PAYMENT**

- 4.1 CONTRACTOR shall submit an invoice to COUNTY, and allow up to seven (7) calendar days for review by COUNTY.
- 4.2 Payments by COUNTY will be based upon eligible invoices and satisfactory completion of the Work for which payment is sought.
- 4.3 COUNTY shall complete payment within thirty (30) days of review and acceptance of invoice.

SECTION 5
INSURANCE

- 5.1** CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive contractor's liability insurance policy in the minimum amount of \$100,000.00/property damage and \$100,000.00/personal injury, which shall name and protect CONTRACTOR, and CONTRACTOR'S directors, officers, agents, servants, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of CONTRACTOR. All insurance policies shall name, and certificates shall show, COUNTY as an additional insured. CONTRACTOR shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.
- 5.2** CONTRACTOR shall maintain in full force and effect worker's compensation insurance for CONTRACTOR and any directors, officers, agents, servants, and employees that the CONTRACTOR may employ, and provide proof to COUNTY of such coverage. CONTRACTOR shall require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

SECTION 6
OTHER TERMS AND CONDITIONS

- 6.1** CONTRACTOR shall be responsible for providing verification of lawful work status for all of its employees, and for all employees of all subcontractors.
- 6.2** CONTRACTOR and the CONTRACTOR'S subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

CONTRACTOR and CONTRACTOR'S subcontractors shall, in all solicitations or advertisements for employment placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

CONTRACTOR shall not discharge or in any manner discriminate against an employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

CONTRACTOR shall send to each labor union or representative of workers with which he had a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

CONTRACTOR shall comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant Order(s) of the Secretary of Labor.

CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the COUNTY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 6.3** Where required by law, CONTRACTOR shall submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the CONTRACTOR and its subcontractors to provide a drug-free workplace program and to maintain such program throughout the duration of the Agreement.
- 6.4** INDEPENDENT CONTRACTOR: The parties agree that CONTRACTOR is an independent contractor of COUNTY, is in no way an employee or agent of COUNTY, and is not entitled to workers' compensation or any benefit of employment with COUNTY. COUNTY shall have no control over the performance of this Agreement by CONTRACTOR, except to specify the place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.
- 6.5** WARRANTY: CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it shall be liable for any breach of this warranty.
- 6.6** INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its directors, officers, agents, servants, and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, and its directors, officers, agents, servants, and employees under this Agreement.
- 6.7** CONFLICT OF INTEREST: CONTRACTOR warrants that it presently has no interest and shall not acquire any interest directly or indirectly during the term of this Agreement which will, in the determination of COUNTY, conflict in any manner or degree with the performance of its services hereunder.
- 6.8** COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all applicable federal, state, city, and local laws, rules, executive orders, Federal Emergency Management Agency (FEMA) policies, procedures, directives, and regulations.
- 6.9** ENTIRE AGREEMENT: This is the entire agreement of the parties and it may not be enlarged, altered, modified or amended, except upon written agreement signed by both parties hereto.
- 6.10** SEVERABILITY: If any provision is held to be unenforceable, such provision is excluded without effect upon the remaining Agreement.

- 6.11** ASSIGNMENT: CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld.
- 6.12** VENUE: This Agreement shall be governed by and interpreted under the laws of the State of Idaho. Venue for any dispute arising under this Agreement shall be in Kootenai County, Idaho.
- 6.13** ATTORNEY FEES: Reasonable attorney fees and costs shall be awarded to the prevailing party in any suit, action, arbitration or other proceeding of any nature whatsoever instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement.
- 6.14** ACCESS TO RECORDS: CONTRACTOR agrees to provide COUNTY, the FEMA Administrator, the Comptroller of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

In compliance with the Disaster Recovery Act of 2018, COUNTY and CONTRACTOR acknowledge and agree that no language in the Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

- 6.15** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.
- 6.16** PROGRAM FRAUD: CONTRACTOR acknowledges that 31 United States Code §38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions performed pursuant to the Agreement.
- 6.17** DEPARTMENT OF HOMELAND SECURITY SEAL AND LOGO: CONTRACTOR shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 6.18** SUSPENSION AND DEBARMENT: CONTRACTOR certifies that none of CONTRACTOR's principals (as defined at 2 C.F.R. §180.995) or its affiliates (as defined at 2 C.F.R. §180.905) are excluded (as defined at 2 C.F.R. §180.940) or disqualified (as defined at 2 C.F.R. §180.935).

This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to the remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6.19 NOTICES: All notices required or authorized herein shall be as follows:

For the COUNTY:

Kootenai County Board of County Commissioners
451 Government Way
PO Box 9000
Coeur d'Alene, ID 83816-9000
Phone: (208) 446-1600
Fax: (208) 446-2178
E-mail: kcbocc@kcgov.us

and

Tiffany Westbrook, Director
Kootenai County Office of Emergency Management (OEM)
1662 W. Wyoming Ave
Hayden ID, 83835
P.O. Box 9000
Coeur d'Alene, ID 83816-9000
Phone: (208) 446-1775
Fax: (208) 446-1780
E-mail: twestbrook@kcgov.us

For the CONTRACTOR:

I Love U Guys
Foundation
Attn: Ellen Stoddard-Keyes
P.O. Box 489
Placitas NM 87043
Phone: (303)902-2392
Email: ellen@iloveugays.org

DATED this _____ day of _____, 2023.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

Leslie Duncan, Chair

Bruce Mattare, Commissioner

Bill Brooks, Commissioner

ATTEST:
JENNIFER LOCKE, CLERK

By: _____
Deputy Clerk

DATED this 16th day of November, 2023.

I LOVE U GUYS FOUNDATION

By: 
Ellen Stoddard-Keyes, Operations Director

EXHIBIT "A"

SCOPE OF WORK

The Standard Reunification Method (SRM) developed utilizing the Standard Response Protocol (SRP) fills a critical void in school safety planning: How to reunite students with their parents after a crisis. The SRP/SRM Reunification Exercise Workshop introduces the concepts and history of the SRP and the SRM and how to educate students and staff in the programs and strategies to implement the programs.

The Standard Reunification Method – Reunification Exercise is intended to show emergency response personnel what capabilities there are for handling, organizing, and re-unifying the staff and students that have experienced an emergent event that was manmade, technological, or natural. Some of the exercise material is intended for exclusive use for certain emergency response disciplines, district staff, or specific exercise players.

Objectives:

1. Participants will recognize the course goal, enabling objectives, course schedule, and course performance requirements.
2. Participants will gain an understanding of how and why the SRP should be used as an all hazards school safety enhancement.
3. Participants will gain an understanding of how and why Incident Command should be used in a crisis.
4. Participants will gain the ability to perform classroom training of the Standard Response Protocol.
5. Participants will gain an understanding of how and why the SRM should be used in the aftermath of a crisis.
6. Participants achieve an understanding of how to create Reunification Operation Kits.
7. Participants will gain an understanding of the procedures and challenges in conducting a live reunification exercise.