COMMUNITY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of July, 2014, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (hereinafter the "TOWN"), and TRAUMA INTERVENTION PROGRAMS, INC., (hereinafter "SERVICE PROVIDER");

WITNESSETH:

WHEREAS, ARS §9-242(A) authorizes the TOWN to ensure the health, safety and welfare of the community in such areas as the ownership, operation and maintenance of hospitals; and

WHEREAS, the TOWN is impliedly authorized to promote other measures designed to ensure the health, safety and welfare of the community, including providing public funds to private organizations whose programs so benefit the community as a whole, so long as a specified public purpose is served and the public benefit to be obtained from the private organization is not far exceeded by the consideration being paid by the public [See, State ex rel. Corbin v. Superior Court ex rel. County of Maricopa, 159 Ariz. 307 (App. 1988)]; and

WHEREAS, because of the valuable services provided to the Town and its residents by SERVICE PROVIDER, the TOWN Council has determined to provide public funding to SERVICE PROVIDER as implemented and modified by this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SERVICES AND DUTIES

(a) SERVICE PROVIDER shall make available to the TOWN sufficient information to enable the TOWN to contact the appropriate volunteer, including 24-hour on-call phone number, address, and names of volunteers, supervisors (when appropriate), as well as alternate or backup telephone numbers.

(b) SERVICE PROVIDER or SERVICE PROVIDER's employees and/or volunteers shall provide all vehicles and equipment necessary for the performance of this Agreement and shall be responsible for maintenance of said equipment and vehicles.

(c) SERVICE PROVIDER shall provide all personnel, volunteers, supplies, and equipment necessary for the efficient and effective operation of the services and programs provided for herein.

(d) Upon the request of or referral by the TOWN, or as otherwise agreed upon, SERVICE PROVIDER personnel shall provide on-scene emotional and practical support to the victims of traumatic events and their family members (hereinafter "clients"). Said emotional and practical support services shall include but shall not be

limited to providing on-scene emotional support to clients; making necessary telephone calls; making arrangements for clean-up services; notifying family, friends and others; referring to follow-up services; providing information and referral services; and performing one follow-up contact to verify the client's welfare.

(e) SERVICE PROVIDER shall comply with all applicable local, state or federal laws or regulations.

(f) SERVICE PROVIDER shall provide a quarterly report of services rendered and indicate how the TOWN's financial contribution was utilized by this service contract to-date.

(g) SERVICE PROVIDER shall provide an annual financial report to the TOWN. Agencies on a fiscal year shall submit a written financial report to the TOWN by the 1st of November, 2015, while agencies on a calendar year shall submit a written financial report to the TOWN by the 1st of March, 2016.

2. COMPENSATION FOR SERVICES

The TOWN agrees to pay SERVICE PROVIDER a lump sum amount of $13,005.00 for the services to be performed hereunder. The TOWN agrees to pay this amount by August 15th, 2014, unless some other method of payment is mutually agreed to in writing.

3. INDEPENDENT CONTRACTOR

In the performance of the obligations under the Agreement, it is understood and agreed that SERVICE PROVIDER is at all times acting and performing services as an independent contractor, and the TOWN shall exercise no control or direction over the manner and means by which SERVICE PROVIDER performs its obligations under this contract, except as herein stated. All persons employed by or volunteering for SERVICE PROVIDER in the performance of SERVICE PROVIDER's services and functions shall be considered employees, volunteers and agents for SERVICE PROVIDER and no person employed by or volunteering for SERVICE PROVIDER shall be entitled to any TOWN pension, civil service, or any status or right, nor shall he or she be deemed to be a TOWN employee as a result of this Agreement. Additionally, all persons employed by or volunteering for SERVICE PROVIDER shall not represent themselves to be affiliated with the TOWN.

4. INDEMNIFICATION

SERVICE PROVIDER promises and agrees to defend, protect, indemnify and save harmless the TOWN, its officers, agents and employees, from and against any and

all claims, demands and liability for damages for personal injury or property damage suffered by reason of any act or omission of SERVICE PROVIDER or SERVICE PROVIDER's employees, volunteers, agents or contractors, or by reason of any dangerous or defective condition caused or permitted by SERVICE PROVIDER or SERVICE PROVIDER's employees, volunteers, agents or contractors.

5. PROPRIETARY RIGHTS

(a) SERVICE PROVIDER 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." and "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 therefore are known and identified (collectively, "Proprietary marks and Indicia").

(b) SERVICE PROVIDER is the sole and exclusive owner of all materials used to operate the TIP Program in the TOWN. These materials include but are not limited to the Operations Manual, Volunteer Training Manual and Trainers Manual. Upon termination of this Agreement, the TOWN agrees to immediately return all manuals and materials to SERVICE PROVIDER.

6. INSURANCE

(a) SERVICE PROVIDER shall secure and maintain throughout the contract period, and any extensions thereof, professional liability insurance, public liability insurance, property damage and vehicle liability insurance effective as of the effective date of this Agreement, and shall be protected from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Agreement. Said insurance shall be maintained in full force and effect during the term of this Agreement or renewals or extensions thereof. Such a policy shall be for not less than $1,000,000 for injuries, including accidental death, to any one person and, subject to the same limit for each person, in an amount not less than $1,000,000 on account for any one occurrence and $1,000,000 for property damage and shall be in place with a company authorized to conduct business in the State of Arizona. The TOWN shall be named as an Additional Insured on all policies and/or certificates of insurance. Copies of all policies or certificates shall provide for thirty (30) days written notice to the TOWN prior to any reduction in coverage or cancellation. Such insurance coverage shall be primary and shall not require any contribution by the TOWN or by the TOWN's insurance carriers.

The amount of such insurance shall not be deemed a limitation of SERVICE PROVIDER's agreement to save and hold the TOWN harmless and if the TOWN

becomes liable for an amount in excess of the insurance, SERVICE PROVIDER will save and hold the TOWN harmless from the whole thereof.

The TOWN reserves the right to increase the amount of insurance coverage described hereinbefore, and to require any additional riders and provision in said policies or certificates as shall be considered necessary by the TOWN Attorney and/or the TOWN Manager consistent with the terms and conditions of this contract. SERVICE PROVIDER shall comply with said increase or other change within thirty (30) days after notice from the TOWN.

(b) Workers' Compensation. If necessary, SERVICE PROVIDER shall secure and maintain throughout the term of this Agreement, Workers' Compensation insurance as prescribed by the laws of the State of Arizona. A certificate evidencing such coverage shall be filed with the TOWN. Said certificate shall provide that the TOWN will be given at least thirty (30) days written notice prior to cancellation.

7. TERMINATION

(a) For Cause. If either party fails to perform any duties or obligations imposed on it by this Agreement and such failure continues for thirty (30) days after written notification by one party to the other, then this Agreement will be in breach and the party providing such notice may terminate this Agreement immediately thereafter.

(b) Without Cause. Either party at any time may terminate this Agreement without cause upon the giving of forty-five (45) days prior written notice to the other of such intent to terminate at the address set out in Section 9 of this Agreement.

(c) Reimbursement of Compensation. If this Agreement is terminated prior to the end of the term set forth in Section 8, SERVICE PROVIDER shall reimburse the TOWN a pro rata amount of any compensation paid in advance.

8. TERM

This Agreement shall be for July 01, 2014 through June 30, 2015 unless sooner terminated in accordance with Section 7.

9. ACCOUNTING AND AUDITING

SERVICE PROVIDER shall keep accurate and complete records of its performances hereunder in accordance with generally recognized accounting principles and practices. The TOWN (including its auditors) shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices and all other evidence of

expenditures for the performances hereunder. Such records shall be kept by SERVICE PROVIDER and made available for one (1) year after completion of the performances hereunder or termination of this Agreement, whichever is later.

10. AWARDING OF COSTS

In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

11. CHOICE OF LAW AND VENUE

This Agreement shall be governed by and construed under the laws of the State of Arizona, and shall be deemed made and entered into in Yavapai County.

12. NO THIRD-PARTY RIGHTS

No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

13. NOTICES

Notices shall be deemed given under this Agreement when in writing and personally delivered or place in the U.S. Mail, first class, postage prepaid, addressed as follows:

TOWN:

Town of Prescott Valley
7501 E Civic Circle
Prescott Valley, AZ 86314

SERVICE PROVIDER:

Trauma Intervention Programs
of Arizona, Inc.
35 N French Drive
Prescott, AZ 86303

14. ASSIGNMENT/AMENDMENT/ ENTIRE AGREEMENT/ NO CONTINUING WAIVER

This Agreement constitutes the entire agreement between the parties. It may be amended only in writing signed by both parties. No waiver of any term or condition of this Agreement shall be deemed a continuing waiver hereof. This Agreement is binding

upon SERVICE PROVIDER and its successors and assignees. Except as otherwise provided herein, SERVICE PROVIDER shall not assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the TOWN. Any such assignment shall, at the option of the TOWN, immediately void this Agreement.

15. STATUTORY CONFLICT-OF-INTEREST

In accordance with ARS §38-511, this Agreement provides that it may be canceled without penalty in the event of a conflict-of-interest as described in §38-511 by any person significantly involved in negotiating this Agreement on behalf of the TOWN. As far as the parties are aware at the time of this Agreement, no such conflict-of-interest exists.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS Agreement to be executed by their authorized officers on the day and year first above written.

Town of Prescott Valley, a municipal corporation of Arizona (TOWN)

By:_____
Harvey C. Skoog, Mayor

ATTEST:

_____
Diane Russell, Town Clerk

APPROVED AS TO FORM:

_____
Ivan Legler, Town Attorney

Trauma Intervention Programs, Inc.
(SERVICE PROVIDER)

By:_____
Sue Rutherford, Executive Director

STATE OF ARIZONA)
) ss:
County of Yavapai)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by HARVEY C. SKOOG, Mayor, TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona, on behalf of said municipal corporation.

_____
Notary Public

My Commission Expires:

_____

STATE OF ARIZONA)
) ss:
County of Yavapai)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by Sue Rutherford, Executive Director of Trauma Intervention Programs, Inc., a non-profit corporation of the State of Arizona, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____