

**AGREEMENT BETWEEN CITY OF COSTA MESA
AND
TRAUMA INTERVENTION PROGRAMS, INC.**

THIS AGREEMENT is made and entered into this 5th of MAY, 2016, but effective as of the 1st day of July, 2016, by and between the City of Costa Mesa, a municipal corporation, hereinafter referred to as "City", and Trauma Intervention Programs, Inc., hereinafter referred to as "TIP".

WITNESSETH:

WHEREAS, the City is desirous of TIP providing a range of emotional and practical support services to victims of traumatic events and their families; and

WHEREAS, victims of traumatic events sometimes require assistance in making arrangements for shelter, food, transportation and receiving necessary information and referral services; and

WHEREAS, TIP is a contractor which has the ability to provide such services; and

WHEREAS, the parties wish to enter into an agreement whereby TIP will furnish such services;

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

1. SERVICES AND DUTIES

(a) TIP shall make available to the City sufficient information to enable the City to contact the appropriate TIP 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) TIP or TIP'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) TIP 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 City, or as otherwise agreed upon, TIP 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; performing one follow-up contact to verify the client's welfare.

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

2. COMPENSATION FOR SERVICES

The City agrees to pay TIP a maximum amount of \$14,061.00 (117,178 x 12¢ per capita) for the services to be performed hereunder. The City agrees to pay in advance, unless some other method of payment is mutually agreed to in writing.

3. INDEPENDENT CONTRACTOR

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

4. INDEMNIFICATION

TIP promises and agrees to defend, protect, indemnify and save harmless the City, 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 TIP or TIP's employees, volunteers, agents or contractors, or by reason of any dangerous or defective condition caused or permitted by TIP or TIP's employees, volunteers, agents or contractors.

The City promises and agrees to defend, indemnify and save harmless TIP, its officers, employees, and volunteers from all claims, demands and liability for damages for personal injury or property damage suffered by reason of any act or omission of the City or the City's officers or employees, or by reason of any dangerous or defective condition caused or permitted by

the City or the City's officers or employees, except where such action, omission or condition is caused by or is the result of an action, omission or request of TIP or TIP's officers, employees or volunteers, or is alleged to arise out of the execution of this Agreement.

5. PROPRIETARY RIGHTS

- (a) The Contractor 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 there from are known and identified (collectively, "Proprietary Marks and Indicia").
- (b) The Contractor is the sole and exclusive owner of all materials used to operate the TIP Program in the City of Costa Mesa. These materials include but are not limited to the Operations Manual, Volunteer Training Manual and Trainers Manual. Upon termination of this Agreement, the City agrees to immediately return all manuals and materials to the Contractor.

6. INSURANCE

- (a) TIP 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 placed with a company authorized to conduct business in the State of California. City 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 City prior to any reduction in coverage or cancellation. Such insurance coverage shall be primary and shall not require any contribution by the City or by the City's insurance carriers.

The amount of such insurance shall not be deemed a limitation of TIP's agreement to save and hold the City harmless and if the City becomes liable for an amount in excess of the insurance, TIP will save and hold the City harmless from the whole thereof.

The City reserves the right to increase the amounts 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 City Attorney of the City and/or the City Manager of the City consistent with the terms and conditions of this contract. TIP shall comply with said increase or other change within thirty (30) days after notice from the City.

- (b) Workers' Compensation. TIP shall secure and maintain throughout the term of this Agreement, Workers' Compensation insurance as prescribed by the laws of the State of California. A certificate evidencing such coverage shall be filed with the City Manager's Office. Said certificate shall provide that the City 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, TIP shall reimburse the City a pro rata amount of any compensation paid in advance.

8. TERM

This Agreement shall continue through the 30th day of June 2017 unless earlier terminated in accordance with Section 7.

9. NOTICES

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

City: City Manager
 City of Costa Mesa

TIP: Trauma Intervention Programs, Inc.
 1420 Phillips Street
 Vista, CA 92083

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

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.

CITY OF COSTA MESA

By: _____

City Manager

Date: _____

5/5/16

TRAUMA INTERVENTION PROGRAMS, INC.

By: _____

President

Date: _____

4-11-16