

1 AGREEMENT BETWEEN CITY OF LONG BEACH
2 AND TRAUMA INTERVENTION PROGRAMS, INC.

3 35443

4 This Agreement ("Agreement") is made and entered, in duplicate, as of
5 December 17, 2019, for reference purposes only, pursuant to a minute order adopted by
6 the City Council of the City of Long Beach at its meeting on November 19, 2019, by and
7 between TRAUMA INTERVENTION PROGRAMS, INC., a California corporation, with a
8 place of business at 1420 Phillips Street, Vista, CA 92083, hereinafter referred to as "TIP"
9 and/or "Contractor", and the CITY OF LONG BEACH, a municipal corporation ("City"),
10 hereinafter referred to as "City".

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

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

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

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

20 WHEREAS, City did by Resolution No. RES-19-0182 determine that the
21 City's need to purchase victim support services could only be met by TIP and, by reason
22 of the foregoing, no useful purpose would be served by advertising for bids to purchase
23 victim support services, and to do so would constitute an idle and useless act and an
24 unnecessary expenditure of public funds;

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

2 1. SERVICES AND DUTIES

3 A. TIP shall make available to the City sufficient information to
4 enable the City to contact the appropriate TIP volunteer, including 24-hour on-call
5 phone number, address, and names of volunteers, supervisors (when
6 appropriate), as well as alternate or backup telephone numbers.

7 B. TIP or TIP's employees and/or volunteers shall provide all
8 vehicles and equipment necessary for the performance of this Agreement and
9 shall be responsible for maintenance of said equipment and vehicles.

10 C. TIP shall provide all personnel, volunteers, supplies, and
11 equipment necessary for the efficient and effective operation of the services and
12 programs provided for herein.

13 D. Upon the request of or referral by the City, or as otherwise
14 agreed upon, TIP personnel shall provide on-scene emotional and practical
15 support to the victims of traumatic events and their family members (hereinafter
16 "clients"). Said emotional and practical support services shall include but shall not
17 be limited to providing on-scene emotional support to clients; making necessary
18 telephone calls; making arrangements for clean-up services; notifying family,
19 friends and others; referring to follow-up services; providing information and
20 referral services; performing one follow-up contact to verify the client's welfare.

21 E. TIP shall comply with all applicable local, state or federal laws
22 or regulations.

23 2. COMPENSATION FOR SERVICES

24 The City agrees to pay TIP a maximum amount of \$57,420.00 (478,500
25 population x 12¢) for the services to be performed hereunder. The City agrees to pay
26 quarterly, in advance, unless some other method of payment is mutually agreed to in
27 writing.

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1 3. INDEPENDENT CONTRACTOR

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

12 4. INDEMNIFICATION

13 A. TIP shall indemnify, protect and hold harmless City, its
14 Boards, Commissions, and their officials, employees and agents ("Indemnified
15 Parties"), from and against any and all liability, claims, demands, damage, loss,
16 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
17 costs and expenses, including attorneys' fees, court costs, expert and witness
18 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
19 whole or in part, out of or in connection with (1) TIP's breach or failure to comply
20 with any of its obligations contained in this Agreement, including any obligations
21 arising from TIP's compliance with or failure to comply with applicable laws,
22 including all applicable federal and state labor requirements including, without
23 limitation, the requirements of California Labor Code section 1770 et seq. or (2)
24 negligent or willful acts, errors, omissions or misrepresentations committed by TIP,
25 its officers, employees, agents, subcontractors, or anyone under TIP's control, in
26 the performance of work or services under this Agreement (collectively "Claims" or
27 individually "Claim").

28 B. In addition to TIP's duty to indemnify, TIP shall have a

1 separate and wholly independent duty to defend Indemnified Parties at TIP's
2 expense by legal counsel approved by City, from and against all Claims, and shall
3 continue this defense until the Claims are resolved, whether by settlement,
4 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the
5 like on the part of TIP shall be required for the duty to defend to arise. City shall
6 notify TIP of any Claim, shall tender the defense of the Claim to TIP, and shall
7 assist TIP, as may be reasonably requested, in the defense.

8 C. If a court of competent jurisdiction determines that a Claim
9 was caused by the sole negligence or willful misconduct of Indemnified Parties,
10 TIP's costs of defense and indemnity shall be (1) reimbursed in full if the court
11 determines sole negligence by the Indemnified Parties, or (2) reduced by the
12 percentage of willful misconduct attributed by the court to the Indemnified Parties.

13 D. The provisions of this Section shall survive the expiration or
14 termination of this Agreement.

15 5. PROPRIETARY RIGHTS

16 A. The Contractor is the sole and exclusive owner of all
17 proprietary and other property rights and interests in and to the trade names
18 and/or trademarks "Trauma Intervention Programs," "TIP, Inc." and "TIP" and all
19 other trademarks and service marks used in connection with the TIP Program,
20 including but not limited to all those trademarks, service marks, slogans, logos and
21 rights residing in the banners, brochures, business cards and letterheads by which
22 groups licensed to adopt and use said names and marks and products therefrom
23 are known and identified (collectively, "Proprietary Marks and Indicia").

24 B. The Contractor is the sole and exclusive owner of all materials
25 used to operate the TIP Program in the City of Long Beach. These materials
26 include but are not limited to the Operations Manual, Volunteer Training Manual
27 and Trainers Manual. Upon termination of this Agreement, the City agrees to
28 immediately return all manuals and materials to the Contractor.

1 6. INSURANCE

2 A. As a condition precedent to the effectiveness of this
3 Agreement, TIP shall procure and maintain at TIP's expense for the duration of
4 this Agreement from an insurance company that is admitted to write insurance in
5 the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best
6 and Company the following insurance:

7 i. Commercial general liability insurance equivalent in
8 coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach,
9 and their officials, employees, and agents as additional insureds on a form
10 equivalent in coverage scope to ISO CG 20 26 11 85 from and against
11 claims, demands, causes of action, expenses, costs, or liability for injury to
12 or death of persons, or damage to or loss of property arising out activities
13 performed by or on behalf of the TIP in an amount not less than One Million
14 Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US
15 \$2,000,000) in general aggregate If TIP may be working with minors or
16 other vulnerable groups at any time during this Agreement, this insurance
17 shall not exclude coverage for abuse and molestation.

18 ii. Workers' compensation coverage as required by the
19 Labor Code of the State of California and Employer's liability insurance with
20 minimum limits of One Million Dollars (US \$1,000,000) per accident or
21 occupational illness. The policy shall be endorsed with a waiver of the
22 insurer's right of sub rogation against the City of Long Beach, and their
23 officials, employees, and agents.

24 iii. If applicable, commercial automobile liability insurance
25 equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less
26 than Five Hundred Thousand Dollars (US \$500,000) combined single limit
27 (CSL) covering Symbol 1 (Any Auto).

28 iv. Professional liability or errors and omissions liability

1 insurance in an amount not less than One Million Dollars (\$1,000,000) per
2 claim and in aggregate covering the services provided pursuant to this
3 Agreement.

4 B. Any self-insurance program or self-insurance retention must
5 be approved separately in writing by City and shall protect the City of Long Beach,
6 and its officials, employees, and agents in the same manner and to the same
7 extent as they would have been protected had the policy or policies not contained
8 retention provisions. Each insurance policy shall be endorsed to state that
9 coverage shall not be suspended, voided, or canceled by either party except after
10 thirty (30) days prior written notice to City, and shall be primary and not
11 contributing to any other insurance or self-insurance maintained by City.

12 C. Any subcontractors which TIP may use in the performance of
13 this Agreement shall be required to indemnify the City to the same extent as the
14 TIP and to maintain insurance in compliance with the provisions of this section.

15 D. TIP shall deliver to City certificates of insurance and original
16 endorsements for approval as to sufficiency and form prior to the start of
17 performance hereunder. The certificates and endorsements for each insurance
18 policy shall contain the original signature of a person authorized by that insurer to
19 bind coverage on its behalf. "Claims-made" policies are not acceptable unless City
20 Risk Manager determines that "Occurrence" policies are not available in the
21 market for the risk being insured. In a "Claims-made" policy is accepted, it must
22 provide for an extended reporting period of not less than three (3) years. Such
23 insurance as required herein shall not be deemed to limit TIP's liability relating to
24 performance under this Agreement. City reserves the right to require complete
25 certified copies of all said policies at any time. Any modification or waiver of the
26 insurance requirements herein shall be made only with the approval of City Risk
27 Manager. The procuring of insurance shall not be construed as a limitation on
28 liability or as full performance of the indemnification provisions of this Agreement.

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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 commence at midnight on February 1, 2020, and end at 11:59 p.m. on January 31, 2021, unless sooner terminated as provided herein. City shall have the option to extend the term of this Agreement for a period of two years, with the option to renew annually, at the discretion of the City Manager.

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: Maura Velasco, CFO
Long Beach Police Department
400 West Broadway
Long Beach, CA 90802

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1 TIP: Trauma Intervention Programs, Inc.
2 1420 Phillips Street
3 Vista, CA 92083

4 10. ASSIGNMENT / AMENDMENT/ ENTIRE AGREEMENT/ NO
5 CONTINUING WAIVER

6 This Agreement constitutes the entire agreement between the parties. It
7 may be amended only in writing signed by both parties. No waiver of any term or
8 condition of this Agreement shall be deemed a continuing waiver hereof. This Agreement
9 is binding upon TIP and their successors and assignees. Except as otherwise provided
10 herein, TIP shall not assign, subcontract, or transfer its interest in this Agreement or any
11 part thereof without the prior written consent of the City. Any such assignment shall, at
12 the option of the City, immediately void this Agreement.

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1 IN WITNESS WHEREOF, the parties have caused this Agreement to be
2 duly executed with all formalities required by law as of the date first stated above.

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4 TRAUMA INTERVENTION PROGRAMS,
5 INC., a California corporation

6 December 20th, 2019

7 By Mandy Atkission
8 Name Mandy Atkission
9 Title CEO

10 12/23, 2019

11 By Wayne Fortin
12 Name WAYNE FORTIN
13 Title BOARD CHAIR

14 "TIP"

15 CITY OF LONG BEACH, a municipal
16 corporation

17 January 7, 2020

18 By Rebecca G Garner
19 City Manager

20 EXECUTED PURSUANT
21 TO SECTION 301 OF
22 THE CITY CHARTER
23 "City"

24 This Agreement is hereby approved as to form on Jan. 2, 2020

25 CHARLES PARKIN, City Attorney

26 By Andy J Anderson
27 Deputy

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664