

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
WAYMAKERS  
FOR  
VICTIM AND WITNESS ASSISTANCE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and Waymakers, a non-profit California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide victim and witness assistance services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Ronnetta Johnson who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM: TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on January 1, 2021 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in Exhibit "A" shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in Exhibit "B," which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Hundred Nine Thousand Seven Hundred Ninety Dollars (\$109,790).

5. EXTRA WORK

In the event CITY requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of Exhibit "B."

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

#### 10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach  
ATTN: Lt. Chris Nesmith  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

Waymakers  
ATTN: Ronnetta Johnson  
1221 E. Dyer Road, Suite 120  
Santa Ana, CA 92705

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or



neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.  
This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,

Waymakers

By:

Ronnetta J. Johnson

print name

ITS: (circle one) Chairman/President/Vice President

AND

By:

Melinda Ramos

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

Mayor

City Clerk

INITIATED AND APPROVED:

Interim Police Chief

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney

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CONSULTANT,

Waymakers

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By: \_\_\_\_\_

print name

**ITS:** (circle one) Chairman/President/Vice President

**AND**

By: \_\_\_\_\_

print name

**ITS:** (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary - Treasurer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

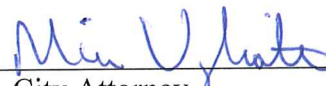
INITIATED AND APPROVED:

\_\_\_\_\_  
Interim Police Chief

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

## EXHIBIT "A"

### A. STATEMENT OF WORK: (Narrative of work to be performed)

The purpose of this contract is to continue the efforts of law enforcement agencies to enhance or create specialized units to focus special effort on the handling of violent crimes against adult women, including sexual assault, domestic violence, and stalking. The specialized unit will accomplish this purpose through thorough investigation, immediate victim advocacy, and training for law enforcement officers. Thorough investigation leads to successful prosecution of cases, immediate victim advocacy provides victims with the support and resources to help disrupt the cycle of violence, and training assists departments in providing a consistent, effective, and compassionate response to female victims of violent crime. The Victim Advocate/Program Manager will collect and report demographic information on victims served. The project contracts with a local victim service agency (rape crisis or domestic violence agency) for one full-time advocate (or full-time equivalent). The advocate must meet the requirements of a domestic violence or sexual assault counselors as defined by the Evidence Code (Section 1035-1036.2 for sexual assault counselors and Section 1037-1037.7 for domestic violence counselors). The Huntington Beach Victim Advocate/Program Manager must have experience in assisting victims of domestic violence, sexual assault, and stalking crimes. The agreement shall cover a period beginning January 1, 2021 through December 31, 2023, unless terminated earlier for cause or availability of funding.

### B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

#### **Project Scope:**

This project will provide comprehensive services for victims/witnesses of crime. The goals include providing services that will alleviate the trauma and devastating impact of crime on the lives of victims and their family members. Additionally, it is necessary to provide information to victims/witnesses of crime regarding the processes of the criminal justice system in order to encourage cooperation in the investigation and prosecution of the case.

1. **Victim/Witness Services.** The Huntington Beach Victim Advocate/Program Manager will facilitate the development and/or revision of officer and advocate protocols for responding to victims and their children; facilitate training for law enforcement officers; maintain statistical and historical documentation relevant to the fulfillment of the LE grant requirements; assist with the preparation of grant progress reports; and participate and respond to funder site monitoring visits. The Victim Advocate/Program Manager is additionally responsible for the provision of comprehensive victim services as described in the California Penal Code Section 13835.5. Both the mandatory and optional services listed in the Penal Code will be provided including:
2.
  - Crisis intervention-provide timely and comprehensive responsive to the individual needs of crime victims.
  - Emergency assistance -directly or indirectly providing food, housing, clothing and cash, if necessary.

- ***Resource and referral counseling - direct victims to agencies within the community.***
- Follow-up counseling - provide counseling to victims with problems resulting from crime.
- Filing of compensation claims - assist victims in filing claims for compensation through the Victim Compensation and Government Claims Boards.
- Property returns assistance - upon request of the victim, assist in obtaining the return of a victim's property held as evidence by law enforcement agencies.
- Orientation - provide orientation to the criminal justice system.
- Court accompaniment - provide accompaniment and support the victim in the courtroom.
- Presentations (criminal justice agencies) provide presentations to and training of criminal justice system agencies.
- Presentations (public) - provide presentations to public agencies and community groups.
- Case status - monitor appropriate court cases to keep victims and witnesses apprised of the progress and disposition of their case.
- Notification - upon request of the victim, provide notification to friends, relatives and employers of the occurrence of the crime.
- Employer notification - upon request of the victim or witness, inform the employer that the employee was a victim or witness to a crime.
- Restitution assistance - upon request of the victim, assist in the process of obtaining restitution for the victim.
- Optional Services - as outlined in the Penal Code shall include but is not limited to:
  - Employer intervention - assist the victim in resolving employment issues that arise as the result of the crime.
  - Creditor intervention - assist the victim in resolving creditor issues that arise as the result of the crime.
  - Crime prevention - provide information regarding crime prevention to individuals or community groups.
  - Temporary restraining orders- provide assistance in obtaining temporary restraining orders for victims.
  - Transportation - arrange for transportation to court for victims required to testify.
  - Waiting area - arrange for the provision of a victim/witness waiting room.
  - Victim Impact Statements - provide victims assistance in the preparation of victim impact statements for probation reports, sentencing and parole hearings.

3. **Staffing Requirements.** All staff must have met minimum education and experience requirements for the position, and be carefully screened for suitability. Offers of employment will be contingent upon successfully passing fingerprint and background checks. Supervision of staff will be the sole responsibility of the contracted agency. The following outlines general training requirements for the position.

**Victim Advocate/Program Manager.** Staff assigned to provide victim/witness services by the contracted agency must complete the Entry Level and Advanced Advocate certification training requirements as established by the California Crime Victims Assistance Association and the California Office of Emergency Services. The contracted agency must provide specific training in domestic violence, sexual assault and stalking for advocates specializing in those areas of concern. Additionally, each advocate must be given no less than 16 hours of in service training each year. The position requires a minimum of five years experience in victim services. The current assigned Victim Advocate/Program Manager has 27 years of experience.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Pay contractor after an invoice is received from the contractor.
2. Negotiate rates with the contractor, as necessary.
3. Provide overall review of the services.

D. WORK PROGRAM/PROJECT SCHEDULE:

These services will be conducted within the contract period. It is understandable that some services will continue beyond the contract period if the services are ongoing. These ongoing services will not have any costs that will be assessed beyond the contract period.

## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

#### A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

See attached Exhibit B

#### B. Travel Charges for time during travel are not reimbursable.

#### C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due;
  - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
  - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.



5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

**WAYMAKERS**  
**VAWA - Huntington Beach**  
**January 1, 2021 Through December 31, 2021**

				<b>549</b>
<b>BUDGET CATEGORY AND LINE ITEM DETAIL</b>				
<b>A. PERSONNEL SERVICES</b>				<b>COST</b>
<b>SALARIES:</b>				
	<u>Mo. Salary</u>	<u>Months</u>	<u>FTE</u>	
Victim Advocate/Project Manager	\$6,880	11.50	1.00	79,120
<b>TOTAL SALARIES</b>				<b>79,120</b>
<b>BENEFITS:</b>				
Social Security/Medicare	7.65%			6,053
Workers Compensation Insurance	0.55%			435
State Unemployment Insurance	4.5% on 1st \$7,000 per employee.			302
Health Insurance	Cost established by individual employee plan.			5,052
Dental Insurance	Cost established by individual employee plan.			488
Vision Insurance	Cost established by individual employee plan.			68
WAYPOINTS - Employer Contribution to Flexible Benefits Plan				1,150
	\$50/\$75/\$100 per month based on length of service			
Basic Life & AD&D	\$6.52	per month	per eligible employee.	75
Long Term Disability	\$13.39	per month	per eligible employee.	154
Retirement	4% after 12 mo. of employment			3,165
Paid Leave Paid Out (as a Benefit)	1% of salary plus applicable payroll taxes			888
<b>TOTAL BENEFITS</b>				<b>17,830</b>
<b>TOTAL SALARY AND BENEFITS</b>				<b>96,950</b>
<b>B. OPERATING EXPENSES</b>				<b>COST</b>
Financial Audit				277
64,000 total agency audit cost X 0.433%				
Allocated shared cost of agency wide audit conducted under the guidelines of OMB				
Office Expenses/ Program Supplies				1,420
123.48 per month X 11.5 months				
Staff Mileage - Training, Case Management				650
98.30 miles per month X 11.5 months X \$0.575/ mile				
Liability Insurance				512
44.52 per month X 11.5 months				
INDIRECT COST: 10% DE MINIMIS OF MODIFIED TOTAL DIRECT COST (MTDC)				9,981
10% X \$99,809 (MTDC)=\$9,981				
MTDC=Program Salariesand Benefits \$96,950+ Program Direct Operating \$2,859				
<b>TOTAL OPERATING EXPENSES</b>				<b>12,840</b>
<b>PROJECT TOTAL</b>				<b>109,790</b>

## EXHIBIT "B"

### Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

The bid/ proposal process was completed by the Orange County Sheriff's Department. Waymakers won the competitive process. Proposals submitted to OCSD are not available at this time.

A handwritten signature in black ink, appearing to read 'Lt. Nesmith', written in a cursive style.

Lt. Nesmith

X5918

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
WAYMAKERS  
FOR  
VICTIM AND WITNESS ASSISTANCE SERVICES

Table of Contents

1	Scope of Services .....	1
2	City Staff Assistance .....	2
3	Term; Time of Performance .....	2
4	Compensation .....	2
5	Extra Work .....	2
6	Method of Payment .....	3
7	Disposition of Plans, Estimates and Other Documents .....	3
8	Hold Harmless .....	3
9	Professional Liability Insurance .....	4
10	Certificate of Insurance .....	5
11	Independent Contractor .....	6
12	Termination of Agreement .....	6
13	Assignment and Delegation .....	6
14	Copyrights/Patents .....	7
15	City Employees and Officials .....	7
16	Notices .....	7
17	Consent .....	8
18	Modification .....	8
19	Section Headings .....	8
20	Interpretation of this Agreement .....	8
21	Duplicate Original .....	9
22	Immigration .....	9
23	Legal Services Subcontracting Prohibited .....	9
24	Attorney's Fees .....	10
25	Survival .....	10
26	Governing Law .....	10
27	Signatories .....	10
28	Entirety .....	10
29	Effective Date .....	11