

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

THIS AGREEMENT is made and entered into this 12 of June, 2023 but effective as of the **1st day of July, 2023**, 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 **\$13,560** for the services to be performed hereunder. The City agrees to pay such amount within thirty (30) days of execution of this agreement, 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) TIP 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) TIP 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 TIP.

**8. TERM**

This Agreement shall continue through the **30th day of June 2024** 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  
77 Fair Drive  
Costa Mesa, CA 92626

TIP: Trauma Intervention Programs, Inc.  
13217 Jamboree Road, Suite 190  
Tustin, CA 92782

**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 its 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: 6/7/23

**TRAUMA INTERVENTION PROGRAMS, INC.**

By:   
MaryEllen Lowrey, Executive Director

Date: May 11, 2023

**ATTEST:**

Brenda Green 6/12/2023  
City Clerk



**APPROVED AS TO FORM:**

Kimberly Hall Barlow  
City Attorney