



CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and City Council **DATE:** June 28, 2021
FROM: Matthew Bronson, City Manager
PREPARED BY: Matthew Bronson, City Manager
SUBJECT: Agreement with Tripepi Smith for Citywide Communications Services

RECOMMENDATION

Approve an agreement with Tripepi Smith to provide citywide communications services for the City from July 1, 2021 through June 30, 2022 and authorize the City Manager to execute the agreement.

BACKGROUND

Since May 2020, the City has contracted on a temporary basis with outside communications firm Tripepi Smith to provide citywide communications services including development and distribution of social media posts, news releases, electronic newsletters, and other ad-hoc communications needs. Prior to this contract, City staff was solely responsible for carrying out all City communications work in addition to other regular tasks which significantly limited the scope and breadth of communications work given the lack of dedicated staff for this role. The Council had also provided input and direction to staff on the need to bolster the City's communications to residents and businesses in support of the Council Goal of Community Engagement.

The City's initial agreement was from May-June 2020 to test out these contract services with an initial focus on COVID-related communication given the early stage of the pandemic. The City received multiple proposals for this work and selected Tripepi Smith for this initial agreement. Tripepi Smith is based in Southern California and assists many local governments throughout California with communications services. During this initial period, the City significantly expanded the number and quality of social media posts, created its first-ever electronic newsletter, and received specialized communications assistance to address specific needs such as COVID impacts. Staff extended these contractual communications services on a temporary basis until December 31, 2020 with a further extension until June 30, 2021 with a plan to make this an annual agreement incorporated with the new fiscal year pending Council approval.

Over the past year, Tripepi Smith has helped the City with the following items:

- Drafting and distributing nearly 50 news releases about City services, issues, projects, and events
- Publishing over 2,000 social media posts on four platforms (Facebook, Instagram, Twitter, and Nextdoor)
- Increasing the number of followers of the City's social media platforms including Facebook (22%), Instagram (300%), and Twitter (48%)
- Producing monthly electronic newsletter distributed to approximately 2,000 subscribers and posted on the City's website

- Assisting with specialized communications needs like COVID-19 webpage development, face coverings ordinance flyer, #8CantWait flyer, and updated City email signature
- Providing informational materials for Measure F-20 on the November 2020 election

Given these successes, staff is recommending that the City continue its work with Tripepi Smith over the next year on citywide communications services. Attachment 1 includes the proposed agreement with Tripepi Smith for these services for FY 2021-22. The scope of services in the agreement includes:

- Weekly check-in calls with City staff
- Three articles or press releases per month
- Monthly electronic newsletter
- Monthly dashboard metrics report
- Social media management with average of three posts per week
- Communications planning
- Ad-hoc work as requested

The total amount of the agreement is \$100,000 total with approximately \$82,000 paid on a monthly retainer and the balance available for ad-hoc work as requested. This work is funded in the City Manager's Office budget in the General Fund. The agreement is for a one-year term from July 1, 2021 to June 30, 2022 with a one-year extension available. Pending Council approval, staff will finalize and execute the agreement with Tripepi Smith to begin this work on July 1, 2021.

FISCAL IMPACT

The cost of this proposed agreement through June 30, 2022 is \$100,000 which is funded in the City's operating budget.

ALTERNATIVES

The Council has the following alternatives to consider:

1. Approve an agreement with Tripepi Smith to provide citywide communications services for the City from July 1, 2021 through June 30, 2022 and authorize the City Manager to execute the agreement.; or
2. Provide alternative direction to staff.

PUBLIC NOTIFICATION

The agenda was posted in accordance with the Brown Act.

Attachments

1. Agreement

**AGREEMENT
CITY OF GROVER BEACH, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective the 1st day of July 2021, (“Effective Date”) by and between the CITY OF GROVER BEACH, a California municipal corporation (hereinafter referred to as “CITY”), and TRIPEPI SMITH AND ASSOCIATES, INC. (hereinafter referred to as “CONSULTANT”).

RECITALS

WHEREAS, CITY desires to obtain professional consulting assistance in executing on public outreach, engagement and communication initiatives, hereinafter referred to as the “Project;” and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by the Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of the City of Grover Beach; and

WHEREAS, this Agreement will be administered for CITY by its City Manager (hereinafter referred to as “Administrator”) or his/her designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (“Effective Date”) and shall continue in full force and effective through June 30, 2022 subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set for in **Exhibit A**. A one-year extension of this Agreement is available by mutual concurrence of the parties.

3. Compensation.

(a) CONSULTANT’S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be paid a total fee not to exceed \$100,000 as defined in **Exhibit A**.

(b) Detailed statements shall be available monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expenses for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANTS compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 30 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience. CITY will remain liable for payment for services rendered by CONSULTANT to the date of termination.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of GOD or public enemy, acts of CITY in its contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are appropriately and currently licensed and skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, attorneys, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in performance of this Agreement. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, attorneys, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance. Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(a) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work

under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(b) The fact that insurance obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY 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. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(c) Upon request of CITY, CONSULTANT shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Grover Beach conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or service to be provided hereunder, CONSULTANT shall not employ or retain the services of any person which such person either is employed by CITY or is a member

of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. General Terms.

(a) Except as otherwise provided by law, all notices expressly required by CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This subsection 10(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

11. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or

ethnicity. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or ethnicity, CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or ethnicity. Such requirements shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or ethnicity.

(d) If CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 11.

12. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venture, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor. CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health,

welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payments; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

13. Notices. Any notices required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

14. Binding. Subject to Section 15, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representative.

15. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

16. Compliance with Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

17. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be San Luis Obispo County, California.

19. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

20. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

21. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

22. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. Exhibits. Each exhibit and attachment referenced in this Agreement including the Recitals listed above are, by the reference, incorporated into and made a part of this Agreement.

24. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

25. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

26. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

27. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

CITY OF GROVER BEACH

TRIPEPI SMITH AND ASSOCIATES, INC.

Matthew Bronson, City Manager

Ryder Todd Smith, President

Attest:

Wendi B. Sims, City Clerk,

Approved as to Form:

David P. Hale, City Attorney

Attachment: Exhibit A – Scope of Service, Performance Schedule

Attachment: Exhibit B – Insurance Certificate

Attachment: Exhibit C – Conflict of Interest Statement

Exhibit A – Scope of Service, Performance Schedule

Tripepi Smith proposes to provide:

- Weekly check-in and strategy calls – These phone calls will typically last up to an hour and will have a detailed agenda and notes. After each call, the client will be sent an action summary email about decisions made on the phone call and related action steps. Call content will focus on story plans, new issues or concerns that need to be communicated, identification of major themes or ideas to address in the coming weeks and review of recent comments and social media posts.
- 3 articles or press releases per month – Each article or press release will be up to 600 words in length. The allocation of stories will be directed by the City with suggestions by Tripepi Smith. The City will make internal subject matter experts available to aid the development of the stories. The City will provide a media release list for use by Tripepi Smith where a press release scenario is desired. The City will facilitate timely approval of quotes in the release when connected with City Staff or City Councilmembers.
- Monthly e-newsletter to share stories with the community. Tripepi Smith proposes to conduct a digital advertising campaign to drive sign-ups for the newsletter (advertising fees to be paid by the City). In addition, Tripepi Smith will post content to the City's website that is featured in the newsletter. Newsletter content will be sourced from the articles we have developed within our scope, as well as other content created by the City and provided to Tripepi Smith. Fees for the e-newsletter platform are separate (Tripepi Smith is a Constant Contact Partner and prefers that platform). Our fixed scope price includes sending one email a month to subscribers.
- Monthly dashboard metrics report – Each month, Tripepi Smith will provide a summary report in PDF format of the basic metrics (reach, posts, engagement, etc.) related to City-controlled social media platforms and other key metrics, like website visits and email e-newsletter platform information.
- Social Media Management of 3 different platforms with 3 postings a week – Social media management involves: planning, fact-checking, sourcing graphics, grammar checking, scheduling the post, monitoring the post and seeking City guidance when needed about content related to the post. The posts may average 3 per week over the course of a month (or generally, 12 each month).
- Content Planning – Tripepi Smith will work with the City to review communications needs and opportunities and develop a communications calendar.
- Tripepi Smith will be available at our reduced retainer ad hoc rates to cover crisis communications, graphic design needs and other work as requested.

Tripepi Smith Compensation

Tripepi Smith will be paid a flat **\$6,672** a month as a retainer for the services outlined above through December 31, 2021. To accommodate annual upward adjustments and changes in the Consumer Price Index (CPI), beginning January 1, 2022 Tripepi Smith will be paid a flat rate of **\$7,006**. If the need

arises for additional ad hoc services, Tripepi Smith is ready to provide those services and is providing our hourly rates for the full array of our resources to support City communication efforts.

So long as Tripepi Smith is on a retainer greater than \$6,500 with the City, the reduced Hourly – Retainer rates will apply for any ad hoc work. If Tripepi Smith is taken off retainer, the Hourly – Ad Hoc rates will apply.

	2021		2022	
	Hourly - Ad Hoc	Hourly - Retainer	Hourly - Ad Hoc	Hourly - Retainer
Principal	\$260.00	\$230.00	\$285.00	\$245.00
Director	\$190.00	\$165.00	\$200.00	\$175.00
Senior Business Analyst	\$150.00	\$130.00	\$160.00	\$140.00
Business Analyst	\$100.00	\$90.00	\$110.00	\$100.00
Junior Business Analyst	\$80.00	\$70.00	\$85.00	\$75.00
Photographer/Videographer	\$100.00	\$90.00	\$110.00	\$100.00
Senior Graphic Designer	\$135.00	\$120.00	\$145.00	\$130.00
Graphic Designer	\$100.00	\$90.00	\$110.00	\$100.00
Web Developer	\$125.00	\$110.00	\$160.00	\$140.00
Drone Operator	\$150.00	\$135.00	\$160.00	\$145.00

If Tripepi Smith is not on retainer with the client, but the client does over \$6,000 in billable hourly work with Tripepi Smith in a single month (i.e., not inclusive of reimbursed expenses), Tripepi Smith will discount all time over \$6,000 with a 15% discount rate to recognize the volume of work. For example, a \$7,000 invoice for a given month will be discounted \$150.

Time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, .75, 4 or 6.5 hours.

If Tripepi Smith is requested to be onsite, we will invoice for travel time at half rate of the resource’s Standard Rate. However, if the resource is onsite for at least six hours of billable time, we will not invoice for travel time. Travel costs will be reimbursed when agreed upon by the client.

Tripepi Smith will increase the hourly rates and retainer fees for all resources by five percent (5%) or the regional Consumer Price Index (CPI)—whichever is higher—each new calendar year, beginning January 1, 2022. The projected rates for 2022 can be reviewed in the table above.

Other Fees

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during the course of our engagement that we want to tell you about.

Equipment Fees

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day	Full Day
Video Equipment	\$350	\$550
Drone Equipment	N/A	\$500

\$550 for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting four (4) or more hours. \$350 for a half day of video equipment use. Half day is defined as anything up to four hours of video production. All such expenses will be authorized by the organization prior to fee being assessed.

\$500/day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Printing & Advertising Fees

	Client Pays Directly	Client Reimburses TS
Print costs, digital promotion, media placement	No Fees	10%

Print Costs: Tripepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience. Tripepi Smith typically has the printer bill the client directly for work. Tripepi Smith makes no money on print services and has no economic interest in the selected print vendor other than ensuring quality and fair pricing for our clients. If Tripepi Smith is asked to pay the bill for the client, we will apply a 10% agency fee to the reimbursement expense.

Digital Advertising: Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees. Tripepi Smith typically uses a client's credit card to cover such fees, and those fees are impossible to estimate at this time without our firm being engaged in the work with the team. If a Tripepi Smith credit card is used to run the advertising campaign, then we will charge an additional 10% agency fee on all advertising charges to compensate for the administrative overhead.

Media Placement: Purchase fees for advertising media space is not included on Tripepi Smith advertising proposals. Usually, clients contract directly with media, but in the event Tripepi Smith covers these fees, then we will charge an additional 10% agency fee on all advertising charges to compensate for the administrative overhead.

Payment Timing

Work will commence on July 1, 2021. Tripepi Smith will invoice for each monthly retainer on the 15th of each month. For any requested, out of scope, ad hoc work, Tripepi Smith will invoice that on the final day of each month. Through December 31, 2021, the projected retainer payments are \$40,032. From January 1, 2022 through June 30, 2022 the project retainer payments are \$42,036. This leaves \$17,932

in ad hoc fees and services available to the City through June 30, 2022 with a not-to-exceed arrangement of \$100,000.