

AMENDMENT NO. 1 TO AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
TRIPEPI SMITH AND ASSOCIATES
FOR
ON-CALL VIDEO SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City," and TRIPEPI SMITH AND ASSOCIATES, hereinafter referred to as "Consultant."

WHEREAS, City and Consultant are parties to that certain agreement, dated July 1, 2023, entitled "Professional Services Contract Between the City of Huntington Beach and Tripepi Smith and Associates for on-Call Video Services" which agreement shall hereinafter be referred to as the "Original Agreement"; and

City and Consultant wish to amend the Original Agreement to increase the compensation and extend the term of the Original Agreement,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. ADDITIONAL COMPENSATION

In consideration of the services to be performed under the Original Agreement, City agrees to pay Consultant at the rates specified in Exhibit B which is attached hereto and incorporated by reference into this Agreement. City further agrees to pay Consultant an additional sum not to exceed Thirty Thousand Dollars (\$30,000.00). The additional sum shall be added to the original sum of One Hundred Thirty Thousand Dollars (\$130,000.00), for a new contract amount not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00).

2. TERM

The term of the Agreement is extended for one additional year until
June 30, 2026.

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the
Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed by and through their authorized officers on _____, 2025.

TRIEPI SMITH AND ASSOCIATES

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

By: Ryder Todd Smith
Ryder Todd Smith
print name

ITS: (circle one) Chairman President Vice President

Mayor

AND

By: Nicole D. Smith
Nicole D. Smith
print name

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

City Clerk

INITIATED AND APPROVED:

City Manager

APPROVED AS TO FORM:

[Signature]
City Attorney

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.

Principal	\$342.30
Director/Art Director	\$240.45
Senior Business Analyst	\$186.90
Business Analyst	\$132.30
Junior Business Analyst	\$102.90
Senior Videographer/Animator	\$186.90
Videographer/Photographer	\$132.30
Senior Graphic Designer	\$164.85
Graphic Designer	\$132.30
Junior Graphic Designer	\$102.90
Web Developer	\$186.90
Drone Operator	\$162.75
A/V Operator	\$93.45
Senior A/V Technician	\$281.40

Video 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 (as seen above):

- Full-day Equipment Fee: Five-hundred-fifty dollars (\$550) for a full day of video equipment use (includes full-set of video equipment). "Full-day" is defined as a shoot lasting more than four (4) hours.
- Half-day Equipment Fee: Three-hundred-fifty dollars (\$350) for a half day of video equipment use. "Half day" is defined as anything up to four (4) hours of video production.
- Live stream equipment fee: Three- hundred dollars (\$350) for full video equipment related to Facebook Live stream support (Mevo camera, microphones and iPad/iPhone)
- Broadcast Camera Equipment Fee: One-hundred-fifty dollars (\$150) fee per Event Broadcast Camera needed for large-scale events.
- Drone Video Production: Any request for drone will use the Drone Operator rate (noted above) and five-hundred-dollar (\$500) Drone Equipment fee.

RTS *ADS*
Consultants

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.

RTS NDS
Consultants



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Digital Insurance LLC-Clayton, MO 8235 Forsyth Blvd #1200 Clayton MO 63105	CONTACT NAME: Shawny Phillips PHONE (A/C, No. Ext): 314-746-4700 FAX (A/C, No): 314-889-3700 E-MAIL ADDRESS: shawny.phillips@onedigital.com
INSURED Tripepi Smith And Associates, Inc P.O. Box 52152 Irvine CA 92619	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Ins Co INSURER B: Hartford Fire Insurance Co INSURER C: Beazley Ins Co INSURER D: INSURER E: INSURER F:

License#: 8012081
TRIPSMI-01NAIC #
30104
10682
37540

COVERAGES

CERTIFICATE NUMBER: 1207888151

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			84SBABG4S3U	6/20/2024	6/20/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			84SBABG4S3U	6/20/2024	6/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			84SBABG4S3U	6/20/2024	6/20/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WEQBG4S68	6/20/2024	6/20/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Cyber/Tech E&O Liability			D226EE250801	4/1/2025	4/1/2026	Per Occ/Aggregate DED \$2M/\$3M 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as respects to General Liability Insurance in regards to the operations of the named insured and as required by written contract, per form SS00080405 attached to the policy.

APPROVED AS TO FORM

By:

MICHAEL J. VIGLIOTTA
CITY ATTORNEY

CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Huntington Beach
2000 Main Street
Huntington Beach CA 92648

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