AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND TRIPEPI SMITH & ASSOCIATES FOR CITY COUNCIL & PLANNING COMMISION MEETING CABLECAST 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 & ASSOCIATES, a California Corporation, hereinafter referred to as "Consultant."

WHEREAS, City and Consultant are parties to that certain agreement, dated June 3, 2019, as amended, entitled "Professional Services Contract Between the City of Huntington Beach and Tripepi Smith & Associates for City Council & Planning Commission Meeting Cablecast 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 amount of compensation to be paid to Consultant,

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 Sixty Five Thousand Dollars (\$65,000.00). The additional sum shall be added to the original sum of Two Hundred Fifteen Thousand Dollars (\$215,000.00), for a new contract amount not to exceed Two Hundred Eighty Thousand Dollars (\$280,000.00).

1

2. TERM

The term of the Agreement is extended for one additional year until June 2, 2023.

3. <u>REAFFIRMATION</u>

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 ______, 2022.

TRIPEPI SMITH & ASSOCIATES
By: Ryder bod Smith
Ryder Todd Smith
print name

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

AND icole D. Smith By:

Nicole D. Smith 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:

City Manager

APPROVED AS TO FORM:

City Attorney

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:

RESOURCE	HOURLY-
	AD HOC
Principal	\$308.00
Director	\$216.00
Senior Business Analyst	\$168.00
Business Analyst	\$119.00
Junior Business Analyst	\$92.00
Senior Videographer/Animator	\$173.00
Photographer/Videographer	\$119.00
Senior Graphic Designer	\$157.00
Graphic Designer	\$119.00
Web Developer	\$173.00
Senior AV Technician	\$254.00
AV Operator/Council Chamber Video Tech	\$84.00
Drone Operator	\$146.00

B. <u>Travel.</u> Charges for time during travel are not reimbursable

C. Billing

1. All billing shall be done <u>monthly</u> 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



TAUGUSTUS DATE (MM/DD/YYYY)

TRIPSMI-01

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers hereby named Additional Insured, but only as respects to claims arising out of the Named Insured's wrongful acts as covered by the policy. This is a claims-made and reported policy. Defense costs and claims expenses are paid from the policy limit and subject to the retention amount. Retroactive Dates: Full Prior Acts for 1,000,000 Each Loss / 2,000,000 Aggregate; 04/19/2021 for 1,000,000 in excess of 1,000,000 Each Loss / 1,000,000 in excess of 2,000,000 Aggregate											
CE	RTIFICATE HOLDER					CAN	CELLATION				
The City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648			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								

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AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND TRIPEPI SMITH & ASSOCIATES FOR CITY COUNCIL & PLANNING COMMISION MEETING CABLECAST 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 & ASSOCIATES, a California Corporation, hereinafter referred to as "Consultant."

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21-9871/260474

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RFP response submitted for:

HUNTINGTON BEACH

City Council & Planning Commission Meeting Cablecast Services

Contract Renewal



Submitted: April 13, 2022 By: Ryder Todd Smith, President and Melanie James, Senior Business Analyst

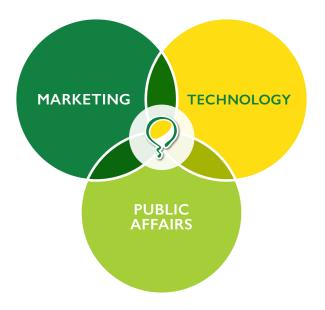






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ESTIMATED COSTS	,
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COVER LETTER

Thank you for this opportunity to propose on the continuation of providing City Council & Planning Commission Meeting Cablecast services for the City of Huntington Beach ("City"). The City has requested to continue working with Tripepi Smith be the City's partner in producing and directing live public City Council and Planning Commission Meetings.

Tripepi Smith has proposed to continue the time and materials (T&M) engagement we currently have for our existing cablecast production services. This allows for flexibility for both parties with the varied length and number of Council and Planning Commission meetings, and to accommodate any hybrid meetings to meet the requirements for public access during the pandemic, when needed.

Tripepi Smith has been providing City Council and Planning Commission Meeting Cablecast services since July 2019. In addition to providing production and broadcasting services for each meeting, Tripepi Smith has also created a detailed checklist to ensure each meeting runs smoothly, replaced or upgraded equipment as needed, implemented hybrid meeting set up so the public can access meetings via Zoom, and continued to provide support to City staff throughout our engagement.

We look forward to continuing to work with the City of Huntington Beach.

Regards,

your lode

Ryder Todd Smith Co-Founder & President Tripepi Smith

ryder@tripepismith.com • (626) 536-2173 • Fax: (949) 679-8371 PO Box 52152, Irvine, CA 92619



The City has identified the need for assistance to produce and direct live public City Council and Planning Commission Meetings, and other events, as needed. This comprehensive approach will include: provide staff to be onsite prior to every meeting to test all equipment and run each meeting; create all applicable graphics for meeting per agenda; prepare any digital media requested to be shown during a Council or Commission Meeting; encode meetings live onto the server for playback; schedule server playbacks on HB Channel 3; create master DVD copies per meeting; ensure live feed of HB Channel 3 is running on Granicus Media Manager website at all times; and troubleshoot any issues that arises.

The Tripepi Smith team brings expertise in council meeting video production and nonmeeting event and educational format video production. Examples of work include city council meeting recordings, community event recordings, State of the City videos, interview formats and community PSAs. Tripepi Smith understands the focus of the scope is execution of council and planning meeting video production and has the requisite skills and experience to produce these meetings.

Methodology

Our general approach to Council and Planning Commission meeting production is to arrive two hours prior to the start of the meeting, review and prepare all equipment, and perform a sound check. Then, our team reviews the agenda for any notable activities such as certificate presentations or recognition of audience members, so we are ready to appropriately capture those unique production aspects, in addition to the graphics needed for the meeting. If any technical issues arise during equipment testing or a meeting, Tripepi Smith staff will assess the situation and resolve the issue as quickly as possible. Finally, at the conclusion of the meeting, we have experience with generating the appropriate output files for server rebroadcast and master DVD copies.

Tripepi Smith will provide contact information to a project manager to be a direct liaison between the City and Tripepi Smith staff. This contact person will ensure staff is onsite and assist with any project or issues that may arise. The City will also be provided direct contact information for any onsite staff.

Project Schedule

Project Management

 Tripepi Smith will designate a project manager to facilitate all communication between Tripepi Smith and the City, ensure every meeting is staffed accordingly and to manage any issues or other events as needed.

City Council Meeting and Planning Commission Meeting Recordings

- Staff will arrive 1-2 hours prior to City Council and Planning Commission meetings to test all equipment, perform a sound check, and prepare systems and Zoom input for upcoming meeting. This will include creating all applicable graphics and reviewing agenda for any digital media or notable activities to be displayed during meeting. Staff will troubleshoot any issues that arise during pre-meeting preparation and during the meeting. Staff will remain onsite for the entirety of every meeting to manage the live streaming/recording. Once the meeting has finished, staff will prepare meeting recording for rebroadcasting on cablecast system, prepare 1 master DVD and 1 copy DVD for the City Manager's office.
- Tripepi Smith will provide 2 staff members to be onsite for every City Council and Planning Commission meeting. Tripepi Smith may have additional staff at meetings in order to cross-train to provide full support to the City and have complete staffing coverage, as needed. As the engagement proceeds, Tripepi Smith may adjust this number as staff becomes more efficient at the meeting recording process, or the City may request an adjustment if needed.
 - City Council Meeting Staff onsite time:
 - Staff will be onsite every 1st and 3rd Tuesdays per month 1-2 hours prior to 4-5pm start time, remain onsite for an average of 3-6 hours for duration of meeting and stay 30 minutes after for post meeting tasks.
 - Planning Commission Meeting:
 - Staff will be onsite every 2nd and 4th Tuesday per month 1 hour prior to 6pm start time, remain onsite for an average of 1-2 hours for duration of meeting and stay 30 minutes after for post meeting tasks.

Non-Meeting Event Production

- Should the City of Huntington Beach request any event production or coverage projects, we generally break those down into three phases: Pre-Production, Production and Post-Production.
 - Pre-Production is focused on identifying the key message and goal of the video. We set time guidelines, expectations, write scripts as needed and work with City Staff to ensure shared vision on the final product.
 - Production is focused on executing the work the day of the event, fulfilling the shot list, and ensuring proper camera angles and lighting. This also requires a focus on audio and execution of any special shots such as drone or jib work.
 - Post-Production work primarily consists of editing, iterations on those edits with clients, audio clean up, lighting/color correction, and final packaging in any format that is requested.
- These projects can include videography, photography and/or drone footage. Additional equipment fees and rates may apply.

City-Provided Support

- The City will open Council chambers two hours prior to a recorded meeting or provide access keys to ensure staff can test and prepare for the meeting.
- The City will repair equipment in the Council chambers in a timely fashion to support the production activity, if needed. Tripepi Smith is not responsible for failed or broken equipment that prevents our ability to deliver on the scope of this engagement.
- The City will also designate a City staff member to be the point of contact for all communications with Tripepi Smith.
- City will provide previews on agendas and as much reasonable notice as possible on any out of cycle meetings, special meetings and cancellations.
- Tripepi Smith will request remote access, if possible, for scheduling and playback of programming in the event any changes or edits need to be made quickly.

ESTIMATED COSTS

Tripepi Smith is proposing to execute this engagement on a time and materials (T&M) for a period of one (1) year with the City able to extend the engagement up to three (3) subsequent years. We estimate \$61,250.00 to continue the scope of work for FY 2022-23. This estimate includes the annual increase to our hourly rates, as outlined in the Annual Increase section below.

This estimate is based on our Standard Rates, which are also outlined below. The amount includes project management by Senior Business Analyst Melanie James, 2 A/V Operators (typically Josh Hernandez and Cailyn Thompson, with other staff as needed) onsite for every meeting, and assistance from a Senior A/V Technician Rich Rosensweig, if needed. Staffing for the meetings is as follows:

- City Council meetings will be staffed with two A/V Operators and one Senior A/V Technician conducting an <u>onsite</u> pre-meeting QA check.
- Planning Commission meetings will be staffed with two A/V Operators and a Senior A/V Technician will be <u>on-call</u> for any technical support.
 - Note: Senior AV Technician will not be present for Planning Commission meetings as requested by the City in August 2020 to reduce costs due to budget constraints from the pandemic.

Staffing needs are further outlined in the scope of work and can be changed upon mutual agreement with the City. The estimate is subject to a change in scope (as meeting lengths and quantity may vary) or additional requests by the City.

The vast majority of the work anticipated to be executed by A/V Operator \$84/hour rate noted below with a minimum onsite time of two (2) hours and the Senior AV Technician resource (\$254/hour). Project management by TSA Senior Business Analyst (\$168/hour) is also anticipated in our estimate. All other rates will only be invoked with authorization from the City and as a result of additional scope or needs that arise.



FY 2022-23 Standard Hourly Rates

RESOURCE	Hourly - Ad Hoc
Principal	\$308.00
Director/Art Director	\$216.00
Senior Business Analyst	\$168.00
Business Analyst	\$119.00
Junior Business Analyst	\$92.00
Senior Videographer/Animator	\$173.00
Photographer/Videographer	\$119.00
Senior Graphic Designer	\$157.00
Graphic Designer	\$119.00
Web Developer	\$173.00
Drone Operator	\$146.00
A/V Operator	\$84.00
Senior A/V Technician	\$254.00

Tripepi Smith has presented the full availability of its resources on the team for work that may be more involved or require more experienced resources or a different type of resource. For example, if you want Tripepi Smith to script a speech for the Mayor and want a Principal at Tripepi Smith to review the script, we will be able to do that work, but a mix of more senior resource hourly rates will be involved. If Tripepi Smith is called upon, with this contract, to execute a fivecamera event production and coordinate that process, we may need to dip into more senior resources and, as such, will come to the City to authorize use of those resources.

Payment Terms & Annual Increases

Tripepi Smith will invoice for time at the end of each month. Terms are net 30 days.

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.

Annual Increases

Tripepi Smith will increase the hourly rate for all resources by five percent (5%) or the regional CPI index – whichever is higher - each year on the anniversary of the contract, starting in the calendar year 2022.

Additional Fees

Travel Time

No travel time will be billed for work that is related to city council or planning commission meeting production services.



For out-of-scope work, travel time is billed at half rates if prior approval is received from client. No travel time will be billed for a resource who is onsite for over four (4) hours in a single day.

Equipment Fees

Tripepi Smith offers some services that require equipment, such as drone operations and video production. These fees do not apply to the council meeting video recording and broadcasting scope. All such expenses will be authorized by the client prior to fee being assessed. In those cases, the following rates apply:

- 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.
- 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.
- Three-hundred dollars (\$350) for full video equipment related to Facebook Live stream support (Mevo camera, microphones and iPad/iPhone)
- Five-hundred dollars (\$500) for drone equipment in addition to the Drone Operator \$160/hour rate
- One-hundred-fifty dollars (\$150.00) rental fee *per* Event Broadcast Camera needed for events (ex: \$450 for three-camera event).

Agency Fees

Tripepi Smith is happy to purchase equipment or other reasonable cablecasting requests on behalf of the City. Tripepi Smith typically has the vendor or company bill the City directly for this type of expense. Tripepi Smith makes no money on the hardware purchases and has no economic interest in the vendor used. If Tripepi Smith is asked to pay the bill for the client to then be reimbursed, we will apply a ten percent (10%) Agency Fee to the reimbursement expense to cover our administrative costs.

Tripepi Smith Partnership Discounts

Tripepi Smith has financial interest in certain related entities. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing. Partnerships include:

- **PublicCEO-** www.publicceo.com: Digital news about public affairs, reaching over 10,000 California government executives
- **Civic Business Journal** www.civicbusinessjournal.com: Digital interest stories about the people in local government
- FlashVote www.flashvote.com: planning, implementing, measuring civic surveys
- TS Talent Solutions tstalentsolutions.com: talent search services for local government and related agencies



UPDATED PROJECT TEAM

Key Staff



It is anticipated that Tripepi Smith Senior Business Analyst **Melanie James** will be the client lead. Melanie will handle crew scheduling, event logistics and project management. Tripepi Smith President **Ryder Todd Smith** will oversee the overall engagement and be available for any necessary presentations to City Council. Senior A/V Technician **Rich Rosensweig** will provide A/V technical support and be onsite as needed for A/V technical support City Council meetings. A/V Operator **Josh Hernandez, Cailyn Thompson, and Hannah Lebiga** will be the main onsite staff persons for City Council and Planning Commission meetings to record and schedule meetings, will provide technical support, and A/V Operator **Nolan Voge** will provide backup assistance as needed.

All staff noted are expected to be available throughout the duration of this project. Tripepi Smith reserve the right to hire new talent and assign that talent to work on the City of Huntington Beach engagement. City of Huntington Beach can inform Tripepi Smith of any dissatisfaction with assigned staff and if the issue is not resolved, new staff will be replaced on the assignment.

Key Team Details

Team Member	Role Description
Ryder Todd Smith Tripepi Smith President	Ryder has a mixed background in the worlds of government relations, technology and marketing. He served as the SVP of Operations and Chief Information Officer for a software-as-a-service startup in the financial services sector. Prior to that, he was the technology manager for a regional staffing firm. Ryder leads Tripepi Smith and is the ultimate project owner on all work handled by the firm. He is the creator of the City Internet Strategies Study, publisher of the Civic Business Journal and PublicCEO.com, and a frequent speaker on the local government circuit. His insights have been published in Western City and PM magazines. He volunteers his time as vice chair of the Rose Institute of State and Local Government Board of Governors, serves on a League of California Cities policy committee and previously served as a Planning Commission for the City of Tustin.
Melanie James Tripepi Smith Senior Business Analyst Client Lead	Melanie has worked for Tripepi Smith handling an array of projects for local government clients. She has the knowledge and experience managing cablecasting engagement with cities. She currently manages and facilitates cablecasting and video production needs for the City of Bellflower, City of Huntington Beach, and City of Fullerton. In the City of Bellflower, she facilitates staffing for events from city council meetings to annual city-wide events, oversaw the transition to new cablecasting software and is the direct contact for the City. In the City of Huntington Beach, she oversaw the transition of cablecasting services from a previous vendor, staffs every city council and planning commission meetings, provides graphic design support, and is the direct contact for City cablecasting requests. In the City of Fullerton, she assisted the transition of cablecasting services from a previous contract, facilitates staffing for events from city council meetings to community events, provides graphic design support, and is the direct contact for City cablecasting services from a previous contract, facilitates staffing for events from city council meetings to community events, provides graphic design support, and is the direct contact for City cablecasting support, and is the direct contact for City cablecasting services from a previous contract, facilitates staffing for events from city council meetings to community events, provides graphic design support, and is the direct contact for City cablecasting and video production requests.
Rich Rosensweig Vidiflo Owner Senior A/V Technician	Rich started Vidiflo, Inc. in February 2009 in order to continue to support his client base, after having worked for 25 years at a-vidd electronics which, sadly, was closing. Rich has been at it for over 35 years, becoming infected by the video bug in 1974 at the school of visual arts in NYC. He merged his visual and technical skills at the university of Iowa, earning a B.S. in electrical engineering in 1980. His work include design, integration, project management, system maintenance, consulting and more. He strives to combine the budgetary, technical, workflow & ergonomic aspects of every project. <i>Rich is currently a subcontractor of Tripepi Smith for the City of Huntington Beach cablecasting engagement.</i>
Josh Hernandez A/V Operator and Videographer	Josh is a driven creative professional with over 7 years of experience in the audio/visual and TV production industry. Josh attended Saddleback College where he participated in the Cinema/Television/Radio Department to strengthen his skills in TV production, directing, storytelling and video editing. He started his career in local government as a graphic designer for the City of Aliso Viejo and then furthered his experience in council meeting broadcasts with the City of Santa Ana and the City of Huntington Beach. He has also practiced his skills for companies, like Microsoft, Paul Mitchell, School First and the Boys and Girls Clubs.



Cailyn Thompson A/V Operator and Videographer	Cailyn brings a strong work ethic and open-minded dynamic to the Tripepi Smith Team with a background in recreation, collegiate athletics and event management. She recently graduated from St. John's University (SJU) with a Master of Business Administration degree in Strategic Management and a Bachelor of Science degree in Sport Management with a minor in Business Administration. She developed her skills in leadership, organization and event management in her time at SJU with on-campus internships, the graduate assistantship program and summer employment with the City of Cypress Recreation.
Hannah Lebiga A/V Operator and Videographer	Hannah brings a diverse skillset that combines visual storytelling with marketing strategy to the Tripepi Smith team. Hannah graduated from California State University, Long Beach with a degree in Marketing, where she utilized her experience to lead the creation of compelling marketing campaigns for innovations in precision measurement, 3D printing and additive manufacturing industries. Hannah deploys her passion for visual storytelling when screenwriting, directing and editing video. She also propels strategic content across print and digital platforms using her skills in graphic and web design, leads teams through social media strategies to support business development and coordinates corporate events and industry trade shows.
Nolan Voge A/V Operator and Videographer	Nolan offers creative insight and technical solutions to the Tripepi Smith team with extensive knowledge in video systems, creative media projects and venue production. As a recent graduate of San Diego State University (SDSU), he received a Bachelor of Science degree in Television, Film and New Media with an emphasis in Production and a minor in Theatre Arts. He displayed his strong work ethic outside of the classroom by participating in nearly sixty projects relating to production. He further enhanced his experience as a content creator for the College of Education at SDSU, followed by employment in the government space. He previously practiced event videography, project management and his knowledge of video systems, computer systems and software with Empire Media Productions.

(Resumes can be provided upon request.)