

AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
TRIPEPI SMITH & ASSOCIATES  
FOR  
CITY COUNCIL & PLANNING COMMISSION 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 One Hundred Fifty Thousand Dollars (\$150,000.00), for a new contract amount not to exceed Two Hundred Fifteen Thousand Dollars (\$215,000.00).

2. TERM

The term of the Agreement is extended for one additional year until June 2, 2022.

3. 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 July 6, 2021.

TRIPEPI SMITH & ASSOCIATES

By: Ryder Todd Smith  
Ryder Todd Smith  
print name

ITS: (circle one) Chairman/President Vice President

AND

By: Nicole D. Smith  
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

[Signature]  
Mayor

Robin Estanislau  
City Clerk 7/7/21

INITIATED AND APPROVED:

[Signature]  
City Manager

APPROVED AS TO FORM:

[Signature]  
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	\$285.00
Director	\$200.00
Senior Business Analyst	\$155.00
Business Analyst	\$110.00
Junior Business Analyst	\$85.00
Senior Videographer/Animator	\$160.00
Photographer/Videographer	\$110.00
Senior Graphic Designer	\$145.00
Graphic Designer	\$100.00
Web Developer	\$160.00
Senior Cameraman/Director/Editor	\$105.00
Cameraman/Director/Editor	\$77.00
Senior AV Technician	\$235.00
AV Operator/Council Chamber Video Tech	\$77.00
Drone Operator	\$135.00

#### 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



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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/19/2021

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 License # 0H18131  
Momentous Insurance Brokerage, A Marsh & McLennan Agency LLC  
Company  
5990 Sepulveda Blvd., #550  
Van Nuys, CA 91411

CONTACT NAME: Ash Williams  
PHONE (A/C, No, Ext): (818) 933-9879 FAX (A/C, No): (818) 933-2285  
E-MAIL ADDRESS: ash.williams@mmibi.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lloyd's of London Underwriters

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Tripepl Smith & Associates  
P.O. Box 52152  
Irvine, CA 92619

## COVERAGES

CERTIFICATE NUMBER:

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			W226EE210401	4/1/2021	4/1/2022	Aggregate Limit 3,000,000
							Each Loss 2,000,000
							Retention/Deductible 2,500

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 are 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 approved as to form.

Continuity Date: 04/01/2018

Retroactive Date: Full Unknown Prior Acts

By:   
MICHAEL E. GATES  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER

CANCELLATION

CITY OF HUNTINGTON BEACH

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