

AMENDMENT NO. 1 TO AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
TRIEPI 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 TRIEPI 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 Triepi 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 _____, 2021.

TRIPEPI SMITH & ASSOCIATES

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

By: _____

print name

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

Mayor

AND

By: _____

print name

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

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	\$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