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Item No. 12

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

7:45 pm

AGENDA BILL

For the Regular Meeting of: April 28, 2020

Originating Department: Administration

Management Analyst:

Marina Urias /ky
Marina Urias

City Manager:

Michael Flad
Michael Flad

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 3562 WITH TRIPEPI SMITH AND ASSOCIATES, INC., FOR ADDITIONAL MARKETING AND COMMUNITY OUTREACH SERVICES ON AN AS-NEEDED BASIS

PURPOSE: To amend the Professional Services Agreement with Tripepi Smith and Associates, Inc., to continue providing marketing and community outreach services and include these services on an as-needed basis.

RECOMMENDED ACTIONS:

- a. Approve Amendment No.1 to Contract No. 3562 with Tripepi Smith and Associates, Inc., for additional Marketing and Community Outreach Services on an as-needed basis to enhance the City's public communication outlets, in the amount of \$38,000.00;
- b. Appropriate \$38,000.00 from the unassigned balance of the General Fund to Account Number 100-601-42-6101 (General Fund – Community Development Administration – Professional Services) to fund the cost of this Amendment No. 1; and
- c. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds, in the amount of \$42,000.00, were included in the Fiscal Year 2019/20 budget, in Account Number 100-601-42-6101 (General Fund - Community Development Administration - Professional Services), for Contract No. 3562. However, funds were not included in the FY 2019/20 budget for this contract amendment; therefore, if the City Council approves this Amendment No. 1, funds, in the amount of \$38,000.00, will need to be appropriated from the unassigned General Fund balance to Account Number 100-601-42-6101. The current balance of the unassigned General Fund balance is \$9,167,682.00.

ANALYSIS: None.

BACKGROUND: On November 26, 2019, the City Council approved Contract No. 3562 with Tripepi Smith and Associates, Inc., (Tripepi) in the amount of \$42,000 to provide marketing and community outreach services for a one year term.

Although funds were not budgeted for emergency communications and outreach services, Tripepi provided the City with emergency communications and outreach services for the Delta Airline fuel

release incident that occurred in January. Amendment No. 1 is necessary to compensate Tripepi for the unexpected expenses for these emergency communication services. The City is currently in the process of seeking reimbursement from Delta Airlines for all the costs the City incurred due to the fuel release incident.

The City has experienced recent need for additional marketing and communication services. Proposed Amendment No. 1 will also allow Tripepi to provide these services to the City on an as-needed basis when required.

Tripepi is currently providing marketing and community outreach services under Contract No. 3562 and is performing at a very high level. Tripepi has proven to have highly qualified staff that have experience with many public agencies.

Proposed Amendment No. 1 will add ad hoc services to the existing contract. The scope of this work will include:

- Emergency communications and outreach
- Strategic planning and communications
- Graphic design outside of outlined retainer work
- Spanish translation services
- Event support and staffing
- Media relations and engagement
- Video production outside of outlined retainer work
- Photography outside of outlined retainer work
- Social media management and strategic advice
- Press release execution and other written content generation
- One-on-one community engagement and outreach

ATTACHMENTS: A. Amendment No. 1 to Contract No. 3562
B. Contract No. 3562

**AMENDMENT NO. 1 TO CONTRACT NO. 3562
FOR ADDITIONAL MARKETING AND COMMUNITY OUTREACH
SERVICES ON AN AS-NEEDED BASIS BETWEEN
THE CITY OF SOUTH GATE AND TRIPEPI SMITH AND ASSOCIATES, INC.**

This Amendment No. 1 to Contract No. 3562 for additional Marketing and Community Outreach Services on an as-needed basis ("Amendment No. 1"), is made and entered into on April 28, 2020, by and between the City of South Gate, a municipal corporation ("City"), and Tripepi Smith and Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on November 26, 2019, the City Council approved Contract No. 3562 with Consultant ("Agreement") for Marketing and Community Outreach Services for a one-year term, in the amount not to exceed \$42,000.00; and

WHEREAS, Consultant provided emergency Marketing and Community Outreach Services for issues related to the Delta Airline fuel release incident that occurred in January, not included in the Agreement; and

WHEREAS, City and Consultant desire to execute Amendment No. 1 expanding the Scope of Work to include additional Marketing and Community Outreach Services on an as-needed basis, in the amount of Thirty-Eight Thousand Dollars (\$38,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum not to exceed Eighty Thousand Dollars (\$80,000).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF WORK.

Consultant shall expand its services to the City as identified in its Proposal for Additional Communication Services 2020 attached hereto as Exhibit "A" and made a part of this Amendment No. 1. The Scope of Work may be amended from time to time by way of a written directive from the City.

2. COMPENSATION.

The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of **Thirty-Eight Thousand Dollars (\$38,000.00)**.

3. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. The City reserves the right to augment or reduce the scope of work as the City deems necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

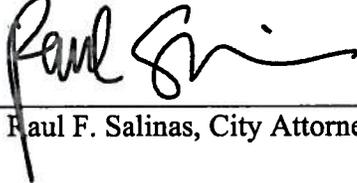
By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Paul F. Salinas, City Attorney

TRIPEPI SMITH AND ASSOCIATES, INC.:

By: _____
Ryder Todd Smith, President

Dated: _____



Exhibit A

Marketing and Community Outreach Services

Proposal for Additional Communication Services 2020

The City of South Gate engaged Tripepi Smith on November 26, 2019 for marketing and community outreach services to continue the City's rebranding efforts. This work includes video production, animated video creation, quarterly social media posts, two newsletter redesigns, design of street pole banners, city stock photography shoot and photographing up to fifteen city events. The City contracted with Tripepi Smith using a retainer contract that reflected the City's needs and scope previously outlined.

The existing contract does not allow for time and materials (ad hoc) work and the City has had recent needs for this type of added engagement to reflect the diverse nature of needs and volatility that has arisen.

Tripepi Smith proposes to add ad hoc services to the existing contract. The scope of this work will include, but is not limited to:

- Emergency communications and outreach
- Strategic planning and communications
- Graphic design outside of outlined retainer work
- Spanish translation services
- Event support and staffing
- Media relations and engagement
- Video production outside of outlined retainer work
- Photography outside of outlined retainer work
- Social media management and strategic advice
- Press release execution and other written content generation
- One-on-one community engagement and outreach
- Other duties as requested and assigned



Since the City of South Gate has an existing retainer agreement with Tripepi Smith, our standard hourly ad hoc rates will be discounted. All rates for ad hoc work outlined above (but not limited to) will be based on our hourly retainer rates.

Hourly Retainer Rates 2020

Resource	Retainer Rate	Non-Retainer Rate
Principal	\$225.00	\$250.00
Director	\$170.00	\$180.00
SBA	\$120.00	\$140.00
BA	\$85.00	\$95.00
JBA	\$70.00	\$80.00
Graphic Artist	\$85.00	\$95.00
Senior Graphic Artist	\$105.00	\$120.00
Videographer/ Photographer	\$85.00	\$95.00
Drone Operator	\$135.00	\$150.00

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.

Hourly rates are subject to an annual 5% rate increase on January 1 of each year, starting January 1, 2021.

**AGREEMENT FOR PROFESSIONAL SERVICES FOR MARKETING AND
COMMUNITY OUTREACH SERVICES TO CONTINUE THE CITY'S
REBRANDING EFFORTS BETWEEN THE CITY OF SOUTH GATE
AND TRIPEPI SMITH AND ASSOCIATES, INC.**

This Agreement for Professional Services for marketing and community outreach services to continue the City's rebranding efforts ("Agreement") is made and entered into on November 26, 2019, by and between the City of South Gate, a municipal corporation ("City"), and Tripepi Smith and Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain Consultant for consulting services; and

WHEREAS, Consultant represents to City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform the services described in the Scope of Work attached hereto as Exhibit "A" of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** Consultant agrees to provide the services and perform the tasks set forth in Exhibit "A" and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from City.
2. **TERM OF AGREEMENT.** This Agreement is effective as of November 26, 2019, and will remain in effect for a period of one (1) year from said date unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
3. **COMPENSATION.** City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in Exhibit "A." The cost of services shall not exceed Forty Two Thousand Dollars (\$42,000). No additional compensation shall be paid for any other expenses incurred unless first approved by the Director of Community Development and City Manager. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business shall be waived and shall not be included on the Consultant's invoice to City.

3.1 Consultant shall submit to City an invoice for services rendered according to the

project schedule included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

- 3.2 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
4. **CITY AGENT.** The Director of the Community Development Department or City Manager, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of the Community Development Department or City Manager has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.

 - 5.1 Consultant represents that no City employee or official has a financial interest in the Consultant's business. During the term of this Agreement and/or in connection with being awarded this Agreement, Consultant shall not offer, encourage or provide any financial interest in the Consultant's business or in relation to this Agreement to any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**

 - 6.1 **Termination.** Either the Director of the Community Development Department/City Manager or Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days written notice of such termination and the effective date thereof.

 - 6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of Consultant under this Agreement shall be returned to City. If City terminates this Agreement without cause, Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out invoice for services rendered and fees earned, pursuant to this Agreement through the written notice of termination. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement. If Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to City, which shall not be unreasonably determined.

- 6.1.2** If Consultant or City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant or City violate any of the covenants, agreements, or stipulations of this Agreement, Consultant or City shall have the right to terminate this Agreement by giving written notice to the other Party of such termination and specifying the effective date of such termination. Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.
- 6.2 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.
- 6.3 Non-Discrimination.** Consultant shall not discriminate as to race, creed, gender, gender identity (including gender expression), religion, color, national origin, sexual orientation, age, marital status, family/parental status, disability, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments.
- 6.4 Insurance.** Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:
- (a) Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
 - (b) Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:
 - 1) Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
 - 2) Name and list as additional insured City, its officers and employees.
 - 3) Specify its acts as primary insurance.

- 4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
- 5) Cover the operations of Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, representations, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

6.6 Compliance With Applicable Law. Consultant and City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and city governments, without regard to conflict of law principles.

6.7 Independent Contractor. This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.

6.7.1. Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

6.7.2. Indemnification of CalPERS Determination- In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as

for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.9 Legal Construction.

- a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.
- b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

- 6.12 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.13 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.14 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.15 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.16 Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.17 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.18 Entire Agreement.** This Agreement constitutes the whole agreement between City

and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.

- 6.19 Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

Joe Perez, Director of the Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280
(323) 563-9566
jperez@sogate.org

WITH COURTESY COPY TO:

Carmen Avalos, City Clerk
City of South Gate
8650 California Avenue
South Gate, CA 90280
(323) 563-9573
cavalos@sogate.org

TO CONSULTANT:

Ryder Todd Smith, President
PO Box 52152
Irvine, CA 92619
(626) 536-2173
ryder@tripepismith.com

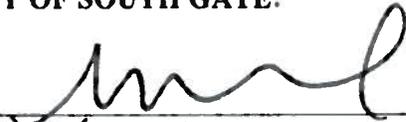
- 6.20 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- 6.21 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.22 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement

shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

7. **EFFECTIVE DATE.** The effective date of this Agreement is November 26, 2019, and will remain in effect through and including one (1) year from said date unless terminated otherwise in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: 
M. Belén Bernal, Mayor

Dated: _____

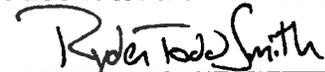
ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

TRIPEPI SMITH AND ASSOCIATES, INC.:

By: 
Ryder Todd Smith, President

Dated: 11/22/2019

Exhibit A
Scope of Work for Marketing and Community Outreach Services

Services	Unit Count	Cost	Number of Revisions	Total
Animated Video Produce short animated, narrated videos (30 seconds to a minute) that highlight City events, programs, projects or services with motion graphics, audio recording, text, photos and music.	6 videos	\$1,350.00	2 per video	\$8,100
Animated Video with Video Recording Produce short animated, narrated videos (30 seconds to a minute) that highlight City events, programs, projects or services with motion graphics, audio AND VIDEO recording, text, photos and music.	2 videos	\$3,465.00	2 per video	\$6,930.00
Quarterly Social Media Posts Develop quarterly campaigns that consists of 4 social media posts per quarter.	12 post designs		2 per post	\$1,567.50
Newsletters Redesign Redesign the cover and back page template of the Vista & Business Connection Newsletters	4 pages	\$2,250.00	3 for each newsletter	\$4,500.00
Street Pole Banners Design Quarterly Themed Street Pole Banners. Pole banner dimensions are 26" x 84" and 26" x 48". The pole banner themes are the following: <ul style="list-style-type: none"> a) Shop, Dine and Play b) Azalea Festival Month c) Health Fair, Community 5k Run and Farmers Market d) Honor Community Veterans e) Concerts & Movies at the Park f) Halloween Carnival at the Park g) Happy Holidays 	14 designs	\$845.00	3 per design	\$11,830.00
City Event Photo Shoots Attend, capture and produce in final form images of 15 city events, and provide online gallery. 2 hours max per event.	15 events	\$427.50		\$6,412.50

<p>City Photo Stock Capture and produce in final form images of several locations in South Gate, and perform the functions below. Provide an online gallery of proofs that the City will select from. Edit the selected photos in final form. Provide all raw image files to the City and one edited image of each photo in uncompressed jpeg format. Provide 6 edited images for the City's website and submit in 1800 pixels in width and 750 pixels in height.</p>	1.5 days	\$2,660.00		\$2,660.00
Total				\$42,000.00

Payment Schedule:

City will pay Tripepi Smith each month \$3,500 for fixed services (12 payments summing to \$42,000). Invoice will be sent on the 15th of each month starting December 15, 2019 and concluding November 15, 2019.

If subsequent work is authorized out the scope of the above fixed work, that invoice will be sent on the last day of each month with itemized time for the services rendered.