

PROFESSIONAL SERVICES AGREEMENT  
FOR  
COMMUNICATIONS SUPPORT SERVICES FOR THE LEVEE PROTECTION  
PLANNING AND IMPROVEMENTS PROJECT (CIP 657)

This Agreement is made and entered into as of the 1st day of August, 2021 by and between the City of Foster City hereinafter called "CITY" and Tripepi Smith and Associates, Inc. hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to provide professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder. The initial contract will be for a one-year

agreement. At the City's sole discretion, the City can extend the term of the agreement for up to two additional one-year term extensions upon approval from the City Council evidenced by motion duly made and carried and notice of the approval to CONSULTANT.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of one hundred twenty seven thousand and fifty six dollars (\$127,056). Invoices for amounts in excess of one hundred twenty seven thousand and fifty six dollars (\$127,056) for the first 12 months shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the

California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
<sup>1</sup> Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance

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<sup>1</sup> Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement.  Recommended \_\_\_\_\_ [Project Manager]  Approved \_\_\_\_\_ [Risk Manager]

coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall furnish CITY, on the form included as Exhibit D or similar form, with certificates and copies of information or declaration pages of the insurance required hereunder to be included as Exhibit C hereto. With respect to evidence of commercial general liability and automobile liability insurance coverage, CONSULTANT must also include in Exhibit C the following original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
  
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The

CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City  
610 Foster City Boulevard  
Foster City, CA 94404-2299  
Attention: Priscilla Schaus, Communications  
Director/City Clerk

CONSULTANT: Tripepi Smith & Associates  
P.O. Box 52152  
Irvine, CA 92619  
Attention: Ryder Todd Smith, President  
(626) 536-2173  
[ryder@tripepismith.com](mailto:ryder@tripepismith.com)


16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

- 21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
  
- 22. Entire Agreement. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: 8/9/2021 | 5:02 PM PDT

DocuSigned by:  
  
6075CCD8CE83493...  
Sanjay Gehani, Mayor  
(for contracts \$50,000 or more)


ATTEST:

Dated: 8/9/2021 | 5:10 PM PDT

DocuSigned by:  
  
6131E89FA3384AB...  
Priscilla Schaus, City Clerk

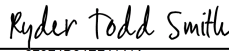
APPROVED AS TO FORM

Dated: 8/8/2021 | 6:45 PM PDT

DocuSigned by:  
  
08C9860F67434D3...  
Benjamin Stock, City Attorney

CONSULTANT

Dated: 8/8/2021 | 10:28 AM PDT

DocuSigned by:  
  
278F4D94EF4141A...  
Ryder Todd Smith, President  
Tripepi Smith



## EXHIBIT A

### SCOPE OF WORK AND SCHEDULE FOR COMMUNICATIONS SUPPORT SERVICES FOR THE LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT (CIP 657)

The consultant will work closely with the City Manager's Department, Communications Division, and Project Manager to provide ongoing strategic and proactive communications and outreach services on the Levee Project. Communications and outreach services and support may include, but are not limited to:

**Item 1: Drafting content / messaging for Levee Project updates, such as social media, press releases, newsletters, talking points, frequently asked questions (FAQs), flyers, and/or mailers.**

Tripepi Smith will develop proactive messaging to ensure all project stakeholders are informed of project schedules and milestones. In particular, we will continue to provide the City with regular social media content to promote construction updates, safety messaging, and public engagement opportunities. To also reach stakeholders who prefer print media, we will continue developing content such as mailers, flyers and project signage. We will maintain our process of utilizing a living Q&A to continually update FAQs for use on the website and other communication platforms. For content development, we estimate an average of 4 hours a week of Junior Business Analyst work and 1 hour a week of Director work.

**Item 2: Designing graphics for social media, flyers, signage, and/or mailers and coordinating distribution.**

Tripepi Smith's expert, in-house graphic designers will continue to develop visually appealing communication tools such as flyers, signage and mailers. Although not specifically listed in the RFP, we will also continue developing easy-to-comprehend infographics that clearly communicate significant project details such as schedules, milestones, etc. For graphic design, we estimate an average of 6 hours a month of Senior Graphic Artist work with 1 hour a month of Director coordination/oversight.

**Item 3: Managing and maintaining the Levee Project electronic newsletter.**

Tripepi Smith will continue to develop and distribute the once-a-week Levee Project Construction Update emails. This vital piece of communications enables community members to sign up for regular news updates from the project team, as well as Special Issue emails as needed. Our Tripepi Smith team efficiently and independently develops each newsletter, based upon our attendance of weekly Construction Meetings, and publishes each email following approval of the Project Manager. The electronic newsletter process requires an average of 10 hours of Junior Business Analyst work each month.

**Item 4: Managing and maintaining the Levee Project website.**

Tripepi Smith launched a dedicated, user-friendly website for the Levee Improvements Project: [www.fostercitylevee.org](http://www.fostercitylevee.org). We will continue to update the website regularly with the most recent construction update emails, press releases, videos, or photos. Maintaining the dedicated project website will require a mix of 3.5 hours of Tripepi Smith work each month.

**Item 5: Developing concepts for and producing Levee Project informational videos.**

Videos are an engaging tool to provide stakeholders a glimpse into the Levee Improvements Project and its progress. Particularly as COVID-19 restrictions are easing, Tripepi Smith looks forward to the opportunity to ramp up our role in producing project videos. We propose producing one video each quarter, with approximately 6 hours of Videographer time and 1 hour of Director coordination/oversight for each video.

**Item 6: Developing outreach strategies for engaging target audiences.**

Tripepi Smith dedicates time to develop a keen understanding of Foster City and your key stakeholders. Through leading weekly check-in calls, participating in Construction Meetings, and conducting other planning activities, we are intimately familiar with the project and upcoming issues that affect various community members. We are experts in asking the right questions to understand the project's key players and critical issues and to strategize outreach strategies. Continuing this outreach and engagement approach will require a mix of 18 hours of Tripepi Smith work each month.

**Item 7: Managing the Levee Project inquiry hotline and email box.**

Effectively and efficiently managing the Levee Project inquiry hotline and email account is one of the most important elements of communication support to this project. Together with the City, Tripepi Smith strives for a less-than-24-hour turnaround for public inquiries, which can oftentimes be nuanced and complex. Based upon our in-depth knowledge of the project and the FAQs, Tripepi Smith is able to deftly develop responses independently and minimize the amount of required labor hours in this process. Managing the Levee Project inquiry hotline and email account will require an average of 4 hours a week of Junior Business Analyst work.

**Item 8: Developing memos to keep the City Council informed.**

Tripepi Smith is experienced in developing memos in the required Foster City format for distribution to City Council. In fact, we have established a process of developing a monthly City Council memo summarizing metrics related to Levee Project communications. Our team will continue developing memos on at least a monthly basis to keep City Council informed throughout the project, using a mix of 2 hours a month of Tripepi Smith work.

**Item 9: Coordinating with the Levee Project construction team and other staff on key updates to keep the community informed.**

As mentioned in Item 6 above, the Tripepi Smith team leads weekly check-in calls, participates in Construction Meetings, and conducts other planning activities to ensure we are intimately familiar with the project and upcoming issues that affect various community members. The labor costs for this coordination are captured in Item 6 above.

**Item 10: Organizing and hosting virtual or in-person Community Updates.**

Tripepi Smith has worked with the City to establish and fine-tune a smooth process for organizing and hosting Community Updates. While they have been held virtually via Zoom to date, we could easily transition our processes to support in-person Community Update events. Our team is ideally suited for this work given our mix of skillsets in strategic messaging, event planning and facilitation, and technological support. We estimate conducting one Community Update every other month under this new agreement, requiring a mix of approximately 13 hours of Tripepi Smith work for each event (not including travel, if needed, for in-person events).

**Item 11: Monitoring social media to understand community sentiment.**

The 25-member Tripepi Smith team conducts 7-days-a-week social media monitoring. We continuously assess social media content related to the Levee Project, including not only Foster City's social media accounts but also publicly accessible content such as key stakeholders' Facebook Groups. The labor costs for this social media monitoring are captured in Item 13 below.

**Item 12: Facilitating media inquiries and developing messaging for interviews.**

Tripepi Smith will leverage our expertise in media engagement and support to provide continued support for media relations involving the Levee Improvements Project. As we have previously, we will serve as an interface between the City and members of the media, assisting with inquiries, developing messaging for interviews, etc. We estimate 1 hour a month of Director-level work for this effort.

**Item 13: Evaluating and measuring outreach efforts.**

Metrics evaluation is a key element of Tripepi Smith’s communication strategy, since metrics are critical in order to analyze the impact of communication efforts. Each month, our team develops and delivers a communication metrics dashboard that includes both quantitative data and qualitative assessments of outreach efforts. We will continue to produce monthly communications metrics reports moving forward, estimating a mix of 5 hours of Tripepi Smith work each month to do so.

**Item 14: Attending and presenting communications efforts at City Council meetings.**

Tripepi Smith is experienced in presenting communications efforts at Foster City’s City Council meetings. We will continue to be available to attend and present at City Council meetings as needed, dedicating an estimated 4 hours each quarter for this work.

**Project Schedule**

Item	Timeline
Drafting content / messaging for Levee Project updates, such as social media, press releases, newsletters, talking points, frequently asked questions (FAQs), flyers, and/or mailers	Weekly
Designing graphics for social media, flyers, signage, and/or mailers and coordinating distribution	Weekly
Managing and maintaining the Levee Project electronic newsletter	Weekly
Managing and maintaining the Levee Project website	Ongoing
Developing concepts for and producing Levee Project informational videos.	Quarterly
Developing outreach strategies for engaging target audiences.	Ongoing
Managing the Levee Project inquiry hotline and email box	Ongoing

Developing memos to keep the City Council informed	Monthly
Coordinating with the Levee Project construction team and other staff on key updates to keep the community informed	Ongoing
Organizing and hosting virtual or in-person Community Updates	Every other month
Monitoring social media to understand community sentiment	Daily
Facilitating media inquiries and developing messaging for interviews	Ongoing/As needed
Evaluating and measuring outreach efforts	Monthly
Attending and presenting communications efforts at City Council meetings	Quarterly/As needed

## EXHIBIT B CONSULTANT'S FEE SCHEDULE

The initial contract is for a not to exceed amount for a term of one-year agreement with two optional one-year extensions. The City has requested pricing on both a time and materials basis and set monthly cost and reserves the right for each option for the duration of the agreement.

The City has opted to utilize the retainer rate of \$6,500 per month, with additional work charged at the reduced retainer rate as detailed below. The optional one-year extensions are subject to City Council approval.

- The initial contract from August 1, 2021 – July 31, 2022 not to exceed amount is \$127,056.
- The first optional one-year extension from August 1, 2022 – July 31, 2023 not to exceed amount is \$133,408.80 which includes a 5% CPI increase.
- The second optional one-year extension from August 1, 2023 – July 31, 2024 not to exceed amount is \$140,079.24 which includes a 5% CPI increase. It should be noted that the full contract amount may not be needed for this term as the project is anticipated to be fully completed in January 2024.

## COST PROPOSAL

Tripepi Smith is comfortable contract with Foster City in either model noted in the RFP: Fixed Monthly Price or Ad Hoc Services. We have offered options for both below.

### Monthly Fixed-Price Retainer (Full)

With the scope outlined above for ongoing strategic communications and outreach support, Tripepi Smith will execute the scope for **\$10,588 a month**. This estimate reflects our firm grasp of the hours required to complete each in-scope item, and it also incorporates a discount for Foster City due to our existing client relationship.

Based upon this monthly fixed-price retainer, a one-year contract associated with the Scope of Work is anticipated to be **\$127,056**.

### Monthly Fixed-Price Retainer (Modified)

Tripepi Smith is also offering a modified monthly retainer option of **\$6,500**. The ongoing services provided under this option includes:

- Item 3: Production of the weekly Levee Project electronic newsletter
- Item 4: Website content updates
- Item 6, 9 and 12: Overall project management and team coordination, including construction meeting participation and facilitation of media inquiries
- Item 8 and 13: Evaluating and measuring outreach efforts via a monthly dashboard report and accompanying memo to Council
- Item 11: Creation of up to two social media posts a week and 7-day-a-week social media monitoring

Based upon this monthly fixed-price retainer, a one-year cost for the Scope of Work is anticipated to be \$78,000 plus undetermined ad hoc expenses. To be clear, we know there will be areas of ad hoc work.

To address additional outreach and communications efforts that tend to be more volatile and needs-based, the discounted hourly retainer rates listed below would be utilized. This would apply to additional content development such as press releases and letters (Item 1), graphic design needs (Item 2), video production (Item 5), management of the Levee Project inquiry hotline and email inbox (Item 7), organizing and hosting virtual or in-person Community updates (Item 10), and attending/presenting communications efforts at City Council meetings (Item 14).

## Ad Hoc Services

For work beyond the scope of a fixed retainer price, Tripepi Smith offers our hourly rates. If Tripepi Smith is on retainer in excess of \$6,499 a month, our Retainer Rates are applicable.

Alternatively, if Foster City desires to only work with Tripepi Smith on an ad hoc basis, we are willing to continue our relationship with the City using just ad hoc or time and materials billing approach as we have since we started the project in December 2020.

Our Foster City-specific rate schedules for 2021-22 are as follows:

Title	Hourly - Ad Hoc	Hourly - Retainer
Principal	\$275.00	\$245.00
Director	\$200.00	\$175.00
Art Director	\$200.00	\$175.00
Senior Business Analyst	\$160.00	\$140.00
Business Analyst	\$105.00	\$100.00
Junior Business Analyst	\$85.00	\$75.00
Senior Videographer/Animator	\$145.00	\$145.00
Photographer/Videographer	\$105.00	\$100.00
Senior Graphic Designer	\$145.00	\$130.00
Graphic Designer	\$105.00	\$100.00
Web Developer	\$140.00	\$140.00
Drone Operator	\$155.00	\$145.00

Time at Tripepi Smith is billed in 15-minute increments. See the following examples for how we invoice our time: 1.25, .75, 4 or 6.5 hours.

If Tripepi Smith is requested to be onsite, we will invoice for travel time at half-rate of the resource's Standard Rate.

Sometimes, we have a resource who does work across categories of skills. For example, we may have a videographer who operates a drone. When that person is doing the category of skill, that skill rate will apply. In this example, a videographer flying a drone is billed at the drone operator rate.



### Other Fees

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during the course of our engagement that you should be aware of.

### 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:

- \$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 hours.
- \$350 for a half day of video equipment use. Half day is defined as anything up to four hours of video production. All such expenses will be authorized by the organization prior to fee being assessed.
- \$500/day drone fee applies and is not inclusive of the drone operator time (drone operator rate).

Larger production projects may require additional fees for extensive equipment needs, multiple cameras, live switchboards and more. These fees will be discussed prior to being incurred with the City.

### Printing Fees

Tripepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience. Tripepi Smith typically has the printer bill the client directly for work. Tripepi Smith makes no money on print services and has no economic interest in the selected print vendor other than ensuring quality and fair pricing for our clients. If Tripepi Smith is asked to pay the bill for the client, we will apply a 10% agency fee to the reimbursement expense.

### Digital Advertising Fees

Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees. Tripepi Smith typically uses a client's credit card to cover such fees, and those fees are impossible to estimate at this time without our firm being

engaged in the work with the team. If a Tripepi Smith credit card is used to run the advertising campaign, then we will charge an additional 10% agency fee on all advertising charges to compensate for the administrative overhead.

## EXHIBIT C

### INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

#### **ATTACHED**

1. Insurance Coverage Form

**EXHIBIT D**

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: \_\_\_\_\_ Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** **City of Foster City/Estero Municipal Improvement District (CITY)**  
**610 Foster City Boulevard, Foster City, CA 94404**  
**Attention:** \_\_\_\_\_

**Contract Administrator**

<b>Endorsement and Certificates of Insurance Required</b> The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> <b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> <b>Other:</b>		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> <b>Professional Liability:</b>		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

**Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.**

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)**

**ORGANIZATION:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** ( ) \_\_\_\_\_ **DATE ISSUED:** \_\_\_\_\_