

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
TRIPEPI, SMITH & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 26th day of July, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and TRIPEPI, SMITH & ASSOCIATES, INC., a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide Senate Bill 1383 education and outreach services, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services for the Fixed-Price Engagement as described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Consultant a fixed fee of Twenty-Four Thousand Dollars (\$24,000.00) ("Consultant's Compensation") for all services provided pursuant to this Agreement, which will be paid in four (4) installments as set forth herein.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval in September 2022, December 2022, March 2023 and July 2023. Each invoice shall total twenty-five percent (25%) of Consultant's Compensation. Each invoice shall describe in detail the services performed and the date of performance. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on July 25, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury

and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured

retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tripepi, Smith & Associates, Inc.
P.O. Box 52152
Irvine, CA 92619
Tel: (949) 426-8747
Attn: Jennifer Nentwig

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5208
Attn: Kathryn Cross

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever

any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. 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 the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS 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.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render

any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding,

then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.


CONSULTANT



Ryder Todd Smith
President

Date: 7/30/22


CITY OF COSTA MESA



Carol Molina
Purchasing Officer

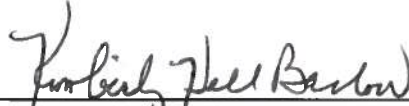
Date: August 4, 2022

ATTEST:



for Brenda Green
City Clerk


APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 8/17/22

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 8/8/22


APPROVED AS TO CONTENT:



Kathryn Cross
Project Manager

Date: 8/10/22

DEPARTMENTAL APPROVAL:

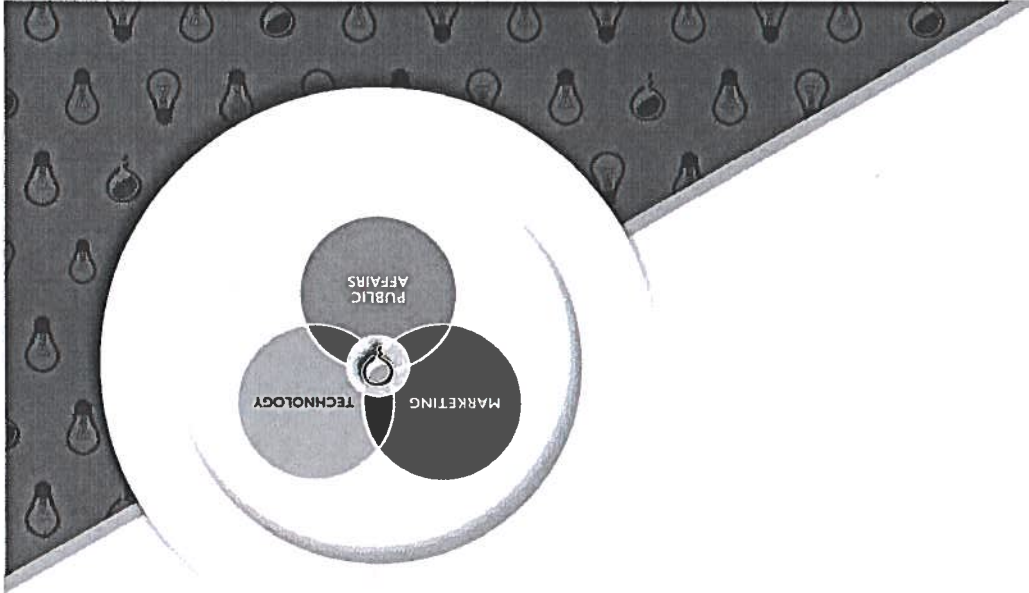


Raja Sethuraman
Public Works Director

Date: 8-12-22

EXHIBIT A

CONSULTANT'S PROPOSAL



Revised version submitted: May 13, 2022
By: Ryder Todd Smith, Tripepi Smith President



THE CITY OF COSTA MESA

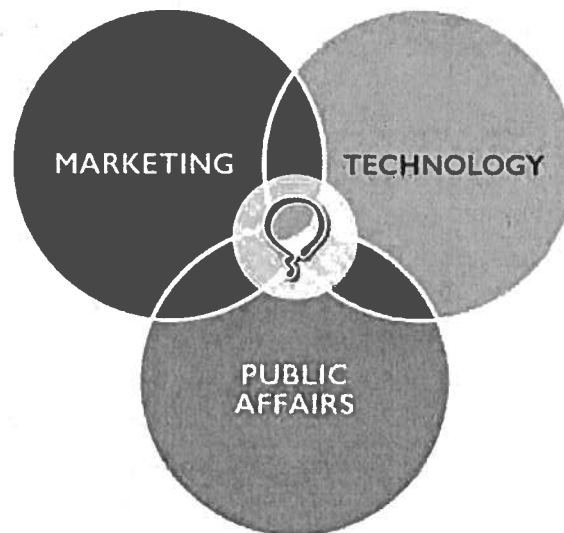
SB 1383 Education and Outreach

RFP response submitted for:



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INTRODUCTION

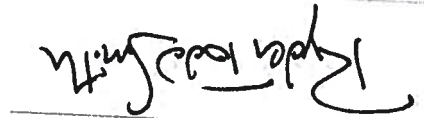
TRIPLEPI SMITH

Thank you for the opportunity to present Triplepi Smith services in response to the City of Costa Mesa's need for SB 1383 related outreach services. The City is wise to line up resources for public education (required by CalRecycle and partially funded with State grant funds) that will successfully transition residents to the new way of sorting their waste. Because this is a big behavior shift, Triplepi Smith is ready to dive in with a plan to support outreach targeting single-family homes, multi-family properties and commercial businesses. This document outlines our approach to the scope of work requested, as well as our cost proposal. We provided a menu of options to maximize flexibility for the City.

Triplepi Smith is a team of nearly 40 communications experts—robust enough to offer experienced and effective professionals for the job, yet small enough to be nimble and responsive. Triplepi Smith offers a spectrum of skills that allows us to match the appropriate resource to the task at hand, letting us execute faster and reduced engagement costs. These resources vary by both years of experience and core hard skills (graphic design versus videography versus writing versus social media, for example). The result: we have an ability to conduct outreach to the public across a range of platforms.

Triplepi Smith is a force multiplier for the communication operations of agencies across California. From Napa to Coronado and out to Indian Wells, Triplepi Smith is actively working with over one hundred public agencies. We gain insights from the breadth of our client work and apply that knowledge to our work with other clients.

Regards,



Ryder Todd Smith

Co-Founder & President

Triplepi Smith

ryder@triplepismith.com • (626) 536-2173 • Fax: (949) 679-8371

PO Box 52152, Irvine, CA 92619

Ryder is the contact person throughout the proposal evaluation period.





DECLARATIONS

Authorization

As co-founder and president of Tripepi Smith, I am qualified to enter into agreements with the City of Costa Mesa and to make the statements on behalf of the firm. This proposal is valid for ninety (90) days from May 13, 2022.

Insurance

Insurance certificates will be provided prior to contract execution. Tripepi Smith routinely provides insurance certificates to prove we meet the contracting requirements of public agencies throughout California. We are willing and able to comply with the insurance requirements.

Tripepi Smith states that:

- ◆ It can legally conduct business in the state of California and the City of Costa Mesa
- ◆ It has not colluded in any fashion with other respondents which would restrict or eliminate competition.
- ◆ No employee or official of the City of Costa Mesa has a material or monetary interest in this contract.
- ◆ It is not aware of any other actual or potential conflict of interest related to this proposal and the projects being implemented.

Conflict of Interest Disclosure and Ethics

Tripepi Smith operates in a complex marketplace that is more political than most industries. As a result, conflicts of interest (real or perceived) can arise. The first and foremost obligation of Tripepi Smith is to outline all existing client relationships to prospects so as to let the prospect determine if a conflict exists. At this time, Tripepi Smith does not see any conflicts with our client work and the City of Costa Mesa.

To read more about Tripepi Smith's commitment to ethics:

<https://www.tripepismith.com/about-us/#ethics>

Tripepi Smith & Associates, Inc.

Founded: 2000 / California S Corporation: 2002

PO Box 52152, Irvine, CA 92619

(626) 536-2173

www.TripepiSmith.com

RELATED FIRM EXPERIENCE

Triplepi Smith has been working in local government communications for over ten years

and has a strong track record of success on a range of projects, including: public education and outreach related to air and water quality, revenue measure education, COVID-19 crisis communications, economic development advertising campaigns, branding projects, community choice aggregation launch efforts and district formation/redistricting programs.

1. The City of Cypress hired Triplepi Smith as a subcontractor to conduct SB 1383 public education and outreach for residents and businesses. The work has included: content development for social media, web, and print materials, postcard and flyer design and webpage design.

- Project Team: Business Analyst **Sara Madsen**, Junior Business Analyst **Kylie Benzing** (Subcontractor to Michael Ballet Consulting)

- Date of Engagement: April 2021- Ongoing

2. Triplepi Smith is engaged by the City of Lomita to aid in communication and public outreach for Lomita Water and other general City communications. The work has included: SB 1383 public education and outreach, public tours of the water facility, development of Lomita's Consumer Confidence Report, billing inserts, news article development, social media management related to Lomita Water and COVID-19, e-news alerts, Lomita Water website management, development of a stand-alone COVID-19 information portal website, City of Lomita website redesign and a stock photoshoot.

- Project Team: Principal **Ryder Todd Smith**, Director **Jennifer Nentwig**, Business Analyst **Sara Madsen**, Business Analyst **Sydni Miller**

- Date of Engagement: August 2016 - Ongoing

3. In anticipation of their May 2021 residential customer launch, **Clean Energy Alliance (CEA)** chose Triplepi Smith to provide marketing and community notification services for the nascent JPA, a partnership between the cities of Carlsbad, Del Mar and Solana Beach to operate a Community Choice Energy program. To date, Triplepi Smith completed a full brand identity and logo design, launched a new website, developed press releases, managed media relations, executed social media and e-newsletter management, produced animated videos and provided the Community Advisory Committee with materials needed to educate their communities about CEA and recruit neighboring cities to join.

- Project Team: Director of Operations **Katherine Griffiths**, Business Analyst **Karen Villaseñor**, Business Analyst **Sara Madsen**, Junior Business Analyst **Allie Torres**, and Junior Business Analyst **Charlie Mounts**.

- Date of Engagement: September 2020 - Ongoing

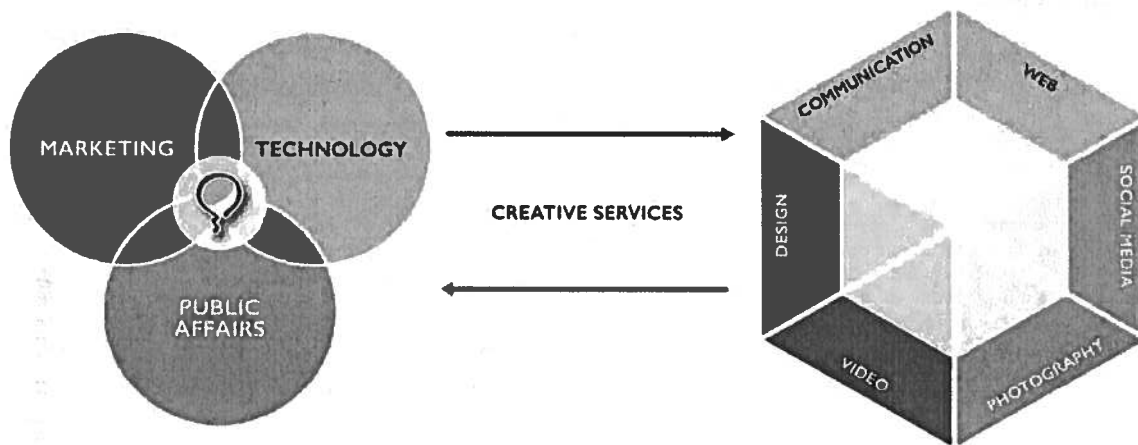




COMPANY OVERVIEW

A Public Affairs Firm that Understands Local Government

Tripepi Smith excels at public affairs. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service marketing and creative services firm, Tripepi Smith delivers content and design tailored for local government, public agencies, nonprofits and private companies—each strongly represented in our client list.



Grounded in Civic Affairs

Co-Founder and CFO Nicole Tripepi Smith is a second-generation civic affairs professional (her father was a city manager for 28 years), and Co-Founder and President Ryder Todd Smith brings over a decade of public agency marketing and communications experience to the table.

Implementing Strategy and Engaging Audiences

Tripepi Smith recognizes the important interplay of public affairs and design. It's about presenting ideas that advance communities and public institutions. An important corollary to this is providing the creative services that can build materials to engage audiences and make ideas resonate. Tripepi Smith's multi-faceted design team enables us to reach these goals and lead effective creative strategy.

Strategic

Triple Smith is a provider of technology, communications and public affairs services. We leverage our skills and experiences in each of these areas to deliver efficient, technologically driven communication solutions that reflect our deep understanding of local government. Our team has a strong record of working with public agencies, joint powers authorities and not-for-profit organizations throughout California to better engage and connect with their stakeholders and community.

Creative
Triple Smith's creative professionals have worked with public and private clients on imagery, colors and graphic design in an array of projects. Our firm offers creative services that address not only traditional media such as print, websites, logo design and advertising but also non-traditional marketing services around email campaigns, social media, blogging, SEO, video production and more. This integrated approach to content development makes the process more efficient and more effective for clients.


Content x Distribution = IMPACT

Triple Smith was born in the digital era and brings significant technical skills to the table. Members of our team carry technical certifications in Hootsuite Social Media Marketing, Facebook Blueprint, Google Advertisng, Google Analytics and Twitter Flight School, among others. We take digital seriously and recognize how critical it is to not only develop great visuals and messaging, but to ensure the audiences we want to reach actually see that content. Without content distribution there is no IMPACT.

Tripepi Smith Testimonial

“Tripepi Smith was a critical partner who helped us inform voters about Measure F-20. The firm got up and running quickly and outlined an appropriate plan to ensure transparency and public awareness of this local matter. The results were even noticed in neighboring cities who approached me asking for guidance on how they could do the same to inform their community.”

Matthew Bronson
City Manager, Grover Beach



“...solutions that reflect our deep understanding of local government.”





Team Tripepi Smith

Ryder Todd Smith Co-founder & President		Nicole Smith Co-founder & CFO	
Creative Services			
Katherine Griffiths, APR Director of Operations (& Editorial)	Kevin Bostwick Art Director	Jennifer Nentwig, APR Director	Jon Bariloñe Director
Cameron Grimm Director (& Videographer)	Melanie James Sr. Business Analyst (& Sr. Graphic Artist)	Jennifer Vaughn Director	Jennifer Fitzgerald Director
Kjerstin Wingert Sr. Graphic Artist (& Photographer)	Bria Balliet Sr. Business Analyst (& Graphic Artist/Photo)	Saara Lampwalla Business Analyst	Emily Mason, APR Sr. Business Analyst
Sara Madsen Business Analyst (& Graphic Artist)	Skylar Hunter Business Analyst (& Videographer)	Karen Villasenor Business Analyst	Sydni Overly Business Analyst
Anne Jang Junior Business Analyst (& Junior Graphic Artist)	Josiah Solis Junior Business Analyst (& Videographer)	Kaetlyn Hernandez Junior Business Analyst	Clare Burgess Business Analyst
Josh Hernandez Junior Business Analyst (& Videographer)	Nolan Voge Junior Business Analyst (& Videographer)	Alexandra Applegate Junior Business Analyst	Kylie Benzing Junior Business Analyst
Allison Torres Junior Business Analyst	Danielle Rodriguez Junior Business Analyst	Skylar Addison Junior Business Analyst	Kevork Kurdoghlian Junior Business Analyst
Charlie Mounts Junior Business Analyst	Kalee Cummings Junior Business Analyst	Claire Torza Junior Business Analyst	Faith Chung Junior Business Analyst
Melanie Moore Junior Business Analyst	Callyn Thompson Junior Business Analyst	Molly Alvarado Junior Business Analyst	Kayla Cao Junior Business Analyst

Tripepi Smith’s team of nearly 40 communications experts offers the right professionals for the job while being small enough to be nimble and responsive. Tripepi Smith has a spectrum of experience and skills that allows us to apply the appropriate resource to the appropriate tasks to both execute faster and reduce engagement costs. These skills vary by both years of experience and core hard skills (graphic design, videography, writing, and social media, for examples). At Tripepi Smith, experienced directors and analysts drive strategy and implement messaging with support from three in-house accredited public



relations professionals. Government affairs experts and policy wonks innovate for our dozens of municipal clients. Ten creative professionals generate compelling branding, websites, design, social media, photography and video. The result: we have an ability to tell a complete story across mediums all within our one team.

Our firm operates in a virtual office environment. Being virtual allows us to engage the right talent at the right time, and it enables us to operate more efficiently to save money for our clients. That said, the team—composed of policy wonks, creative message developers, technology gurus and graphic and fine artists—is located throughout Southern California, Texas, Arizona and New Mexico.

Services Offered

- | | |
|--|---|
| <ul style="list-style-type: none"> ◆ Full-service graphic design for digital, print and outdoor ◆ Brand and logo development ◆ Content generation, writing and editorial ◆ Output services (digital distribution, print management, mail management) ◆ Photography, illustration and information graphics ◆ Video and animation ◆ Web design and implementation <p style="text-align: center;">Creative Services</p> | <ul style="list-style-type: none"> ◆ Strategic development, research, surveys, messaging ◆ Social media management ◆ Web and social media strategy, optimization (SEO), metrics ◆ Web hosting and support ◆ Email campaigns ◆ Relations (media, stakeholders, public, government) ◆ Support and training for events, presentations and virtual gatherings ◆ Google AdWords, LinkedIn and Facebook advertising <p style="text-align: center;">Strategy, Marketing, Communications</p> |
|--|---|



APPROACH TO SCOPE OF ENGAGEMENT

The following scope of work is being quoted by Tripepi Smith for communications and outreach work. Please note that we have Spanish speakers on staff and all communication materials noted below can be produced in both English and Spanish.

Collaboration with Solid Waste Experts

Tripepi Smith has an existing working relationship with Michael Balliet, a waste management consultant and auditor who has worked in the California solid waste landscape for over 30 years. Tripepi Smith is prepared to work closely with Michael to develop a well-informed public education and outreach approach to ensure clients are in compliance with CalRecycle requirements.

Project Management

Tripepi Smith proposes to coordinate project calls for this engagement and create a living agenda to manage the education and outreach efforts. After the initial set-up, these meetings would take place on a monthly basis throughout our engagement. The video calls would typically last up to an hour and will have a detailed agenda and notes. After each call, Tripepi Smith would send a summary email about decisions made on the phone call and related action steps for all involved parties.

Creation and Updates to SB 1383 Webpage/Website

Tripepi Smith would create a SB 1383 webpage with information about the State requirements and a preview of the process in the City. Tripepi Smith would update the website/pages on an ongoing basis with resources for the community, including information on edible food recovery, property management requirements and program waivers. If the City chooses to create a dedicated standalone website, Tripepi Smith would charge a flat fee of \$3,750 to set up and host the site, with a \$610 annual fee for hosting.

Social Media Support

Tripepi Smith would create bilingual copy and graphics for two social media posts about SB 1383 per month throughout the engagement. We can boost posts (paid advertising) on Facebook and Instagram to help spread the word about the new programs and requirements.

Print Collateral

Tripepi Smith will design print collateral materials (in English, Spanish and other languages upon request), to provide necessary information to all stakeholders including hard-to-reach communities. Well-designed and well-targeted, these materials can provide community members with the information they need when/where they need it, helping drive effective



behavior change. Collateral pieces may include a flyer, postcard/billing insert, door hangers, etc.

Press Releases

Triplepi Smith proposes to draft two bilingual press releases throughout the project to ensure local media aids our efforts to reach City residents (with the option for additional press releases as needed). Triplepi Smith will identify media contacts, collaborate with City staff to further expand the media list and ensure we reach diverse media. For key media, Triplepi Smith will follow up with phone calls.

Additional Options

SB 1383 Compliance Assessment

Our team offers a compliance assessment, which involves expert review of all hauler and City programs to ensure full compliance with SB 1383 mandates will be achieved.

Campaign Branding/Logo

Triplepi Smith understands that the effectiveness of an educational campaign relies on the strength of its recognizability and clarity. Our team is available to develop a unifying brand/logo that will be used on all assets (social media, print materials, webpages, etc.) developed as part of your SB 1383 campaign. When your residents see these materials in their social feeds and mailboxes, they'll know to pay attention.

TV/Radio Advertising

Triplepi Smith is available to develop and coordinate advertisements on the radio and/or TV. Our team is experienced in storyboarding, script development, working with voiceover professionals and other talent, and coordinating with media outlets for ad placement. If budget allows, we recommend TV/radio advertising of your SB 1383 messaging to have the greatest possible reach.

Targeted Technical Assistance and Outreach

Our team offers technical assistance and outreach to specific groups (i.e. multi-family residential, multi-tenant commercial properties, largest business waste generators, and edible food generators mandated to contract for service by SB 1383). Because this work can vary widely depending on the needs in various locations, our team can scale this outreach to best meet your unique needs as a community.



Community Workshops (In-Person or Virtual)

If possible with COVID-19 limitations, Tripepi Smith would coordinate with City staff to identify venues and dates to host in-person workshops on SB 1383. These workshops could be tailored to share requirements and tips with specific stakeholder groups, such as businesses, multi-family community members, and single-family residential areas. Tripepi Smith would devise an agenda, facilitate discussions, document community feedback, and promote positive engagement around the process.

Tripepi Smith can facilitate recording the meetings and provide videos, with any relevant slides interspersed and closed captions. We can also coordinate simultaneous interpretation with local partners.

Animated Video

Tripepi Smith understands the power of a clear, short video in today's communication environment, and we propose to develop a brief animated video to explain SB 1383 and its impact. We can also coordinate advertisement of the video on YouTube.

Public Service Announcement Video Series

Tripepi Smith offers a package of four PSA-style videos promoting behaviors required by SB 1383. These videos would be available for use on social media, local public access channels, and other media outlets. Tripepi Smith also offers access to B-roll video footage related to SB 1383 adoption, such as video showing people properly recycling their organic waste.

Management of Dedicated Email Account

Our team is available to assist in the set-up and/or ongoing management of a dedicated City email account to handle inquiries regarding SB 1383. A dedicated account managed by Tripepi Smith can enable streamlined, speedy communications specific to this issue while alleviating City staff workload.

ESTIMATED COST OF ENGAGEMENT

The size and related cost of the engagement will vary widely with the breadth of the public outreach desired by the City and the assignment of work between Triplepi Smith and City staff. To accommodate for this variability, Triplepi Smith has identified two approaches to the engagement.

1. Approach One – Time and Materials

Given the high variability of the type of engagement that may be needed by Triplepi Smith, we could engage with the City on a pure time and materials basis. As such, the cost for our engagements could range from \$3,500 to \$30,000 and would be most dependent on the extent of our work relative to work handled by City staff and the volume of the education and outreach desired by the City. Triplepi Smith can provide weekly or monthly updates on the budget use and how it is being spent depending on the nature of the engagement or project.

Note that given the preliminary analysis required to determine the extent of the education and outreach needs, our minimum engagement for time and materials approach is \$3,500. We will bill that initial amount at the kickoff of the project and then credit that amount toward any hourly work for the initial \$3,500 in billings. This model addresses the overhead costs related to startup, preparation and initial project management related to SB 1383 efforts.

During our engagement, the following rates and related fees for services would apply.

2021-22 Hourly Rates	Hourly - Ad Hoc	Hourly - Retainer
Principal	\$300	\$245
Director	\$200	\$175
Art Director	\$200	\$175
Senior Business Analyst	\$160	\$140
Business Analyst	\$110	\$100
Junior Business Analyst	\$85	\$75
Senior Videographer/Animator	\$160	\$145
Senior Photographer	\$145	\$130
Photographer/Videographer	\$110	\$100
Senior Graphic Designer	\$145	\$130
Graphic Designer	\$110	\$100
Junior Graphic Designer	\$85	\$75





Web Developer	\$160	\$140
Drone Operator	\$160	\$145

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 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.

Website Fee

The City can use a page or pages on its own website for this project or it can contract with Tripepi Smith to build a project specific website (custom domain name/URL, similar visuals to City website, total directly control by Tripepi Smith). We do this work on a flat fee basis of \$3,750 per site with an annual hosting fee of \$610 which includes hosting, SSL Certificate and a single domain name annual fee. If the City prefers to use its own website, our work on that site will be handled on a time and materials basis. Content for the website in two languages is addressed as part of other reengagement options.

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:

- \$750 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.
- \$450 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

Triplepi 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. Triplepi Smith typically has the printer bill the client directly for work. Triplepi 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 Triplepi Smith is asked to pay the bill for the client, we will apply a 10% agency fee to the reimbursement expense.

Media Placement

Purchase fees for advertising media space is not included on Triplepi Smith advertising proposals. Usually, clients contract directly with media, but in the event Triplepi Smith covers these fees, then we will charge an additional 10% agency fee on all advertising charges to compensate for the administrative overhead. (Labor time associated with researching media placement will be charged on a time & materials basis.)

Digital Advertising Fees

Triplepi 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. Triplepi 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 Triplepi 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.



2. Approach Two – Fixed-Price Engagement

This approach uses a fixed scope and fee approach to bring more certainty to the cost of the outreach for the City. Work that evolves beyond the defined scope is addressed on either an incremental noted fee basis or through time and material work. Such incremental work would be clearly noted and authorized by the City in writing prior to proceeding.

The Fixed-Price Engagement includes the following:

- Project management for education and outreach, including once-a-month check-in calls and action item follow-up
- Creation and updates to SB 1383 webpage content
- Development of bimonthly social media graphics/posts, including creation and set-up of 2 ads/boosted posts
- Design of 1 postcard or billing insert and 1 flyer (excludes costs of printing/mailing)
- Leadership talking points
- 1 press release and corresponding media outreach

Fixed Price Package	Price
Fixed-Price Engagement Package	\$24,000

Add-On Options	Price
Dedicated standalone website	\$3,750 (plus \$610 annual hosting fee)
SB 1383 Compliance Assessment	\$1,600
Campaign Branding/Logo	\$1,480
First/Each Additional In-Person Workshop	\$3,070* / \$2,350*
First/Each Additional Virtual Workshop	\$2,390 / \$1,670
Video Recording at In-Person Meeting	\$1,400
Video Recording/Editing of Virtual Meeting	\$400



Animated Explainer Video	\$2,250 for English and \$500 for each video in each additional language
Package of 4 PSA Videos	\$5,870
Access to B-Roll Video Footage	\$500
Management of a Dedicated SB 1383 Email Account	\$587.75/month
Additional Targeted Technical Assistance and Outreach	Time & Materials
TV & Radio Ads	Time & Materials
Coordinating translations/interpretations for languages other than Spanish	Time & Materials

*In-person workshop pricing does not include travel costs.

Payment Schedule and Terms

For ad hoc work, we invoice at the end of each month for that month's services. Terms are NET 30 days.

For fixed price project work that spans the 12-month projected duration of this engagement, we will invoice on the second, fifth, eighth and twelfth month of the 12 month engagement in equal 25% increments. Any expenses we incur or one-off additional project will invoice upon delivery.



References

Contact	Description
<p>City of La Cañada Flintridge Carli Alameda Assistant City Manager 818.790.8880 calameda@lcf.ca.gov</p>	<p>General communications support, quarterly newsletter content and layout, graphic design, media relations, social media management</p>
<p>Pivot Charter School Jayna Gaskel Executive Director 530.550.7616 jgaskell@pivotcharter.org</p>	<p>Online advertising campaigns, social media management, collateral development, web content and maintenance, photography and videography, print advertising</p>
<p>California City Management Foundation Ken Pulskamp Executive Director 661.510.0888 ken@cacitymanagers.org</p>	<p>Communications planning, membership support, website design, website support, graphic design, event staffing, event planning, photography, videography, program management</p>
<p>City of Cupertino Brian Babcock Public Information Officer 408.777.3262 brianb@cupertino.org</p>	<p>Style guide creation, brand evaluation, communications assessment, website evaluation (and prior work with Brian at City of Saratoga)</p>
<p>Inland Empire Utilities Agency Kathy Besser Executive Manager of External Affairs and Policy Development/Assistant General Manager 909.993.1638 kbesser@ieua.org</p>	<p>Campaign branding, graphic design, online marketing support</p>
<p>City of Tracy Barbara Harb EDFP, Economic Development Analyst 209.831.6491 Barbara.harb@cityoftracy.org</p>	<p>Message development, audience identification, graphic design, and digital advertising campaign management</p>

Clients

Triplepi Smith has been selected to work with over sixty local government agencies to help with their communications. We can provide you with contacts at any of these clients if desired and are confident you will find them to be quite happy with our services.

- California City Management Foundation
- California Joint Powers Insurance Authority
- City of Aliso Viejo
- City of American Canyon
- City of Azusa
- City of Bellflower
- City of Claremont
- City of Coronado
- (City of) Culver City
- City of Cupertino
- (City of) Daly City
- City of Danville
- City of Duarte
- City of El Cerrito
- City of Fountain Valley
- City of Fullerton
- City of Grover Beach
- City of Hawaiian Gardens
- City of Huntington Beach
- City of Indian Wells
- City of Industry
- City of Irvine
- City of La Cañada Flintridge
- City of La Palma
- City of La Puente
- City of Lake Forest
- City of Laguna Hills
- City of Laguna Niguel
- City of Lancaster
- City of Livermore
- City of Lomita
- City of Lynwood
- City of Manhattan Beach
- City of Manteca
- City of Martinez
- City of Millbrae
- City of Morgan Hill
- City of Murrieta
- City of Newport Beach
- City of Norwalk
- City of Orange
- City of Palm Desert
- City of Palmdale
- City of Paramount
- City of Placentia
- City of Pomona
- City of Rancho Palos Verdes
- City of Rancho Mirage
- City of Riverbank
- City of Rolling Hills Estates
- City of Santa Clarita
- City of Santa Cruz
- City of Santa Paula
- City of Saratoga
- City of South Gate
- City of Tracy
- City of Vallejo
- City of Vista
- California Choice Energy Authority
- Town of Windsor
- (City of) Yuba City
- City of Walnut
- City of Wainut
- California Choice Energy Authority
- Citrus Heights Water District
- Claremont McKenna College
- Costa Mesa Sanitary District
- El Toro Water District
- Independent Cities
- Finance Authority JPA
- Inland Empire Utilities Agency
- League of California Cities
- Municipal Information Systems Association of California
- Municipal Management Association of Northern California
- Municipal Management Association of Southern California
- Orange County City Manager Associations
- Orange County Sanitation District
- Palmdale Water District
- Rowland Water District
- San Gabriel Valley City Manager Association
- Bellflower-Somerset Mutual Water Company
- South Orange County Wastewater Authority





PROJECT TEAM STAFFING

Proposed Team



Ryder Todd Smith
Co-founder
President



Jen Nentwig
Director
APR



Sara Madsen
Bus. Analyst



Kylie Benzing
Jr. Business Analyst



Anne Jang
Jr. Business Analyst

It is anticipated that Business Analyst **Sara Madsen** will be the team lead for the proposed engagement. Sara will handle account and project management, logistics, coordination and creative direction for writing and design. Tripepi Smith Director **Jen Nentwig** will make leadership presentations, facilitate community discussions and actively participate with senior staff in ideation and brainstorming. Junior Business Analysts **Kylie Benzing** and **Anne Jang** will provide support for content development, graphic design, website updates, etc.



Bios

(see resumes in the appendix to learn more about the proposed team)

Ryder Todd 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 Triplepi 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 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 and previously served as a Planning Commission for the City of Tustin. Ryder graduated from Claremont McKenna College with a Bachelor of Arts in Philosophy, Politics, Economics and a dual degree in Economics.

Jennifer Nentwig, APR – Director

Jennifer Nentwig is a talented, well-rounded communications professional and project manager with more than 13 years of experience serving government organizations. She has built and implemented programs in strategic communications, media relations, internal communication, community relations and social media. Her skills include website and social media management, development of content including articles, speeches, talking points and FAQs, as well as event planning and implementation. Jen's clients include City of Vallejo, City of Lomita, Pivot Charter School, Costa Mesa Sanitary District and City of Lancaster.

She is a Hootsuite Social Marketing Professional, is Facebook Blueprint certified, and has her Accreditation in Public Relations from the Public Relations Society of America (PRSA).

Sara Madsen – Business Analyst/Graphic Designer

Sara Madsen is a talented project manager and graphic designer with a background in marketing and environmental sustainability, in which she earned her degree from San Diego State University. Her formal education in Visual Communications and passion for the environment led her to complete a Creative Design internship with ECOLIFE Conservation. During her time with the non-profit, she advanced her strategic approach to graphic design. As a continuation of her interest in non-profits, NGOs, and the public sector, Sara tackles graphic design, digital marketing and web development projects for clients and Triplepi Smith.

Her clients include City of Indian Wells, City of Paramount, City of Hawaiian Gardens, City of Vallejo, City of Lomita, City of Culver City, City of Palm Desert, City of Palmdale,



California Choice Energy Authority, Santa Clarita Valley Water, California Joint Powers Insurance Authority, Renne Public Law Group and Civiltec Engineering.

Sara is certified as a Constant Contact Certified Solutions Provider and Hootsuite Social Marketing Professional. She has also completed the Public Policy Making Academy II at the University of California, Irvine and the Executive Education Forum for Local Leaders at the University of Southern California.

Kylie Benzing – Junior Business Analyst

Kylie Benzing brings a diverse skillset to the team from her experience in several industries, such as litigation services, academic administration and music marketing. She graduated from Biola University with a Bachelor of Science in Business Administration with a concentration in Business Management. She has a strong background in social media strategy, website development, writing and scheduling and high-volume operations due to her experiences as Administrative Assistant at Biola University, Marketing Intern at Transparent Productions, Social Media Marketing Manager at TSE Worldwide Press and Operations Associate at TSG Reporting.

Kylie is a certified Hootsuite Social Marketing Professional. Her clients include Cypress Organics Recycling, the City of Santa Barbara, the City of Carlsbad and Independent Cities Finance Authority.

Anne Jang – Junior Business Analyst/Junior Graphic Designer

Anne Jang brings a tireless work ethic and commitment to quality to the Tripepi Smith team with a background in graphic design, marketing and public policy. She graduated from Claremont McKenna College and majored in Government and Philosophy. She developed her skills in project management, event planning and marketing while studying at Claremont McKenna College with experiences with research institutes, several other clubs, and off-campus internships such as the Veterans' Legal Institute and the Orange County Board of Supervisors.

Anne is a certified Hootsuite Social Marketing Professional. She is an editor of PublicCEO.com and works with many of Tripepi Smith's redistricting clients.

APPENDIX: WORK SAMPLES

The following examples highlight work that speaks to the breadth of Triplepi Smith's communication skills.

We encourage you to see all the work we have done for clients through our online portfolio at: www.tripepismith.com/work.

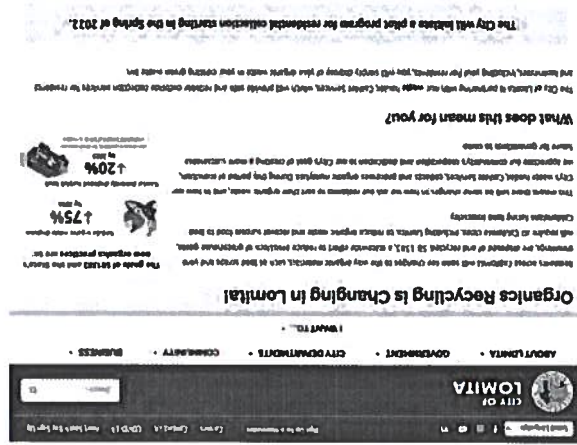
Costa Mesa Sanitary District - Waste-Sorting Magnets



Description:

As part of a campaign for the Costa Mesa Sanitary District promoting use of organics kitchen pails, our team developed and ordered magnets illustrating the materials that should go in customers' organics carts. The magnets are an easy-to-use reference to promote proper recycling and serve as visual cues to promote new habits.

City of Lomita - SB 1383 Webpage



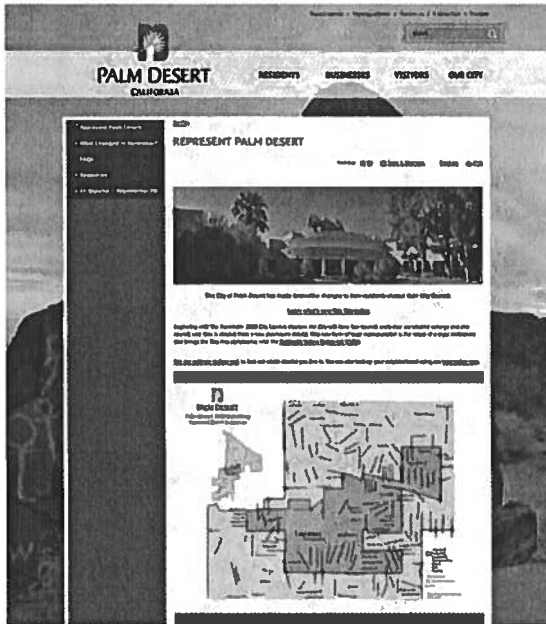
Description:

The Triplepi Smith team developed an SB 1383 webpage for the City of Lomita to inform residents of the upcoming changes to their waste collection. The page features visually appealing graphics and easily digestible content for residents and businesses including background information and FAQs.



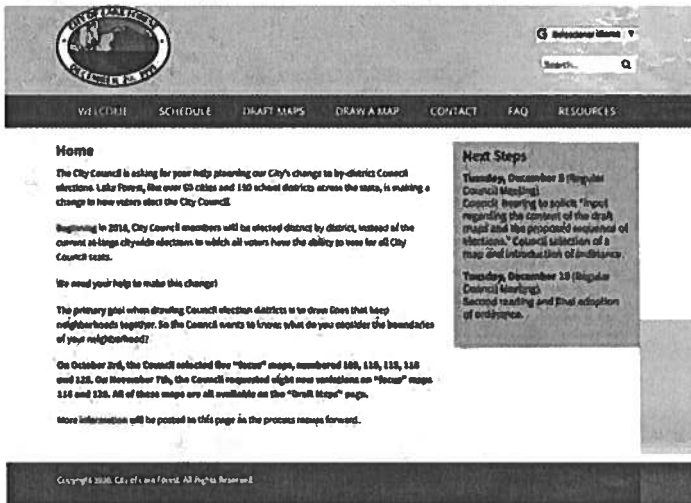


Districting Websites/Subpages



Description:

The districting website in Lake Forest and districting subpages in Palm Desert are representative of our work creating districting-related websites for public agencies.





City of Palm Desert – Bilingual
Community Meeting Materials

Description:

Tripepi Smith provided PowerPoint slides (sample English slide below) and flyers (sample flyer in Spanish below) for distribution at Palm Desert's districting workshops.



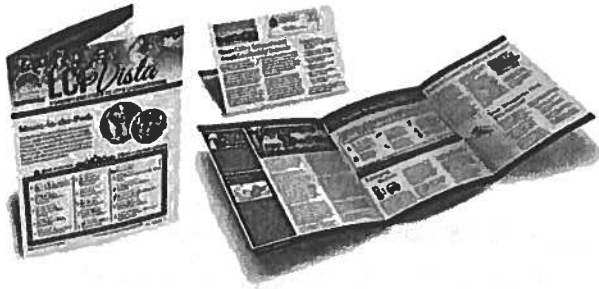
CALIFORNIA
Voting Rights Act



PALM DESERT



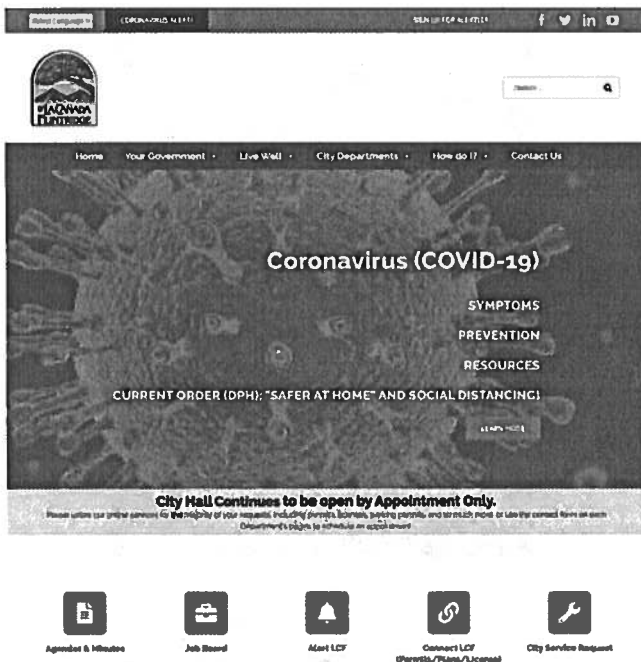
City of La Cañada Flintridge



Description:

The City of La Cañada Flintridge (LCF) engaged Tripepi Smith in 2014 to perform a communications assessment and provide recommendations for expanding City communications. Our firm was subsequently engaged to perform part time PIO services. Over the years we have delivered revised logos for the City and consistently delivered a sophisticated, quarterly community newsletter, the LCF Vista.

City of La Cañada Flintridge - Website



Description:

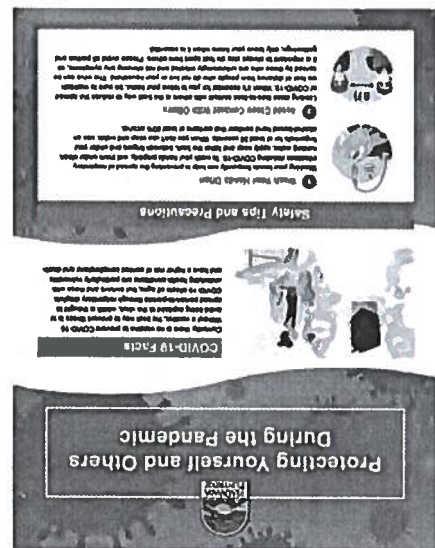
Tripepi Smith delivered a new website for LCF at the end of 2019. The site is built in WordPress and followed our standard development process: Website Specification, Website Design, Programming, Quality Assurance Testing, and Training and Launch. We have done this process dozens of times, and the results have been successful. LCF included a requirement in their RFP for an opensource solution for the website, as they wanted to avoid proprietary lock-in. This result was achieved with the Tripepi Smith-developed website, which also included important features like ADA compliance, proper embedding of third-party city tools, website security, pop-up alerts and a dead simple content management system that various staff feel comfortable editing. The process took about eight months to complete. www.cityoflcf.org



City of La Canada Flintridge – Flyer/Mailer

Description:

The City of La Canada Flintridge tapped Triplepi Smith to create a flyer with tips for preventing the spread of COVID-19 that was mailed to all residents.



City of Murrieta State of the City –

Video



Description:
Triplepi Smith delivered the first-ever State of the City Video for the City of Murrieta. The video debuted on July 24, 2019 at Mayor Jonathan Ingram's State of the City address. The 19-minute video features more than a dozen interviews of City employees and Murrieta community members to give the viewers a taste of the good life in Murrieta.

"Murrieta has a lot of progress to report, from new infrastructure investments to innovative public safety and a growing healthcare sector. Our community has seen a lot of growth, yet maintains a commitment to providing high-quality, economical, responsive services to our residents," said Kim Summers, City Manager of the City of Murrieta. "Triplepi Smith guided our team through the storytelling process, capturing the high quality of life we have here in Murrieta, and the resulting video is a product that our whole community can be proud of. The Triplepi

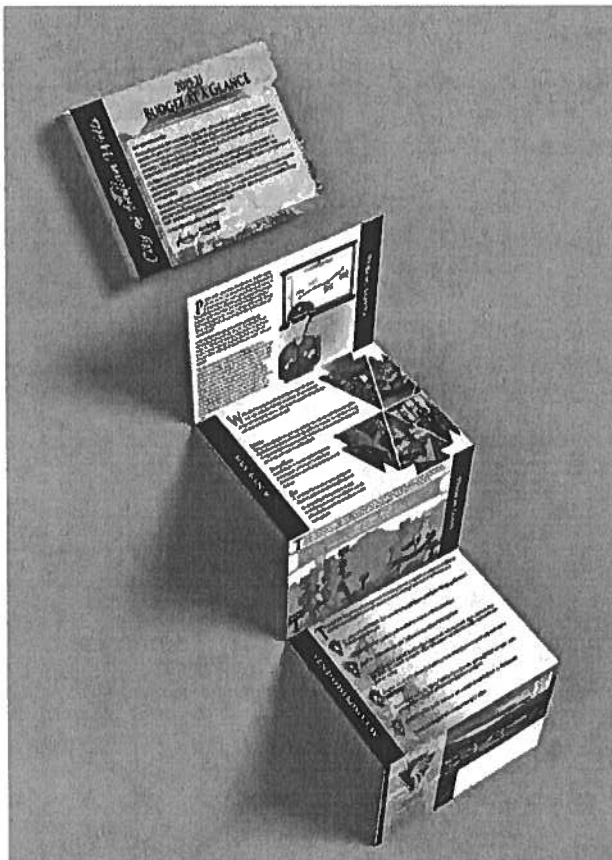


team was an excellent partner with the City in executing this project.”

The project, led by Tripepi Smith President Ryder Todd Smith and Business Analyst Melanie James, involved a detailed script process, interviews with 20 people over two days and additional b-roll shoots to capture a variety of locations in Murrieta, including parks, healthcare centers, schools, businesses and public safety buildings. Videographers Eric Lowy and Angel Ruiz were key in capturing the City’s esteemed quality of life. The video was also supplemented by Murrieta’s large photo library and engaged staff.

Access the video: <https://vimeo.com/286035591>

City of Indian Wells – Infographics



Description:

Tripepi Smith used engaging information graphics to translate Indian Wells’ budget data into an engaging “Budget-at-a-Glance” mailer that successfully put the information in front of the community in a digestible way.



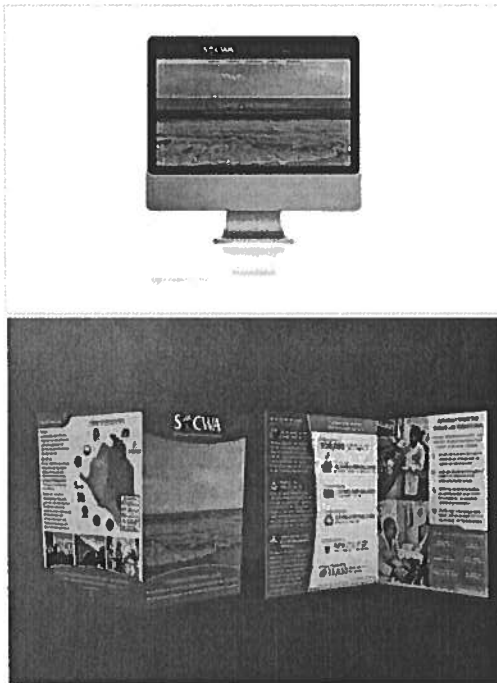
City of Duarte - Engagement Report

Description:

Triplepi Smith has been providing communication support on a retainer basis for the City of Duarte since June 2020. As part of our engagement, Triplepi Smith provides a monthly dashboard report to City Staff for them to review progress and distribution impacts of their communication efforts. Social media is a major component of the engagement, and Triplepi Smith provides metrics related to social media work to the City Staff each month. This metrics report, which is ultimately delivered to City Council, provides critical insights into the City's outreach efforts and has helped advance a culture of communication at the City. Triplepi Smith strongly encourages our clients to generate monthly dashboard reports on communication efforts to ensure progress is being measured or shortcomings are being identified.



SOCWA – Website & Brochure



Description:

In addition to designing the SOCWA website, Tripepi Smith created their overview brochure to highlight the role they and their member agencies play, as well as to educate ratepayers on the subject of wastewater treatment.

www.socwa.com

City of Lomita - Website



Description:

Tripepi Smith built a new user-friendly website for the City of Lomita Water Division.

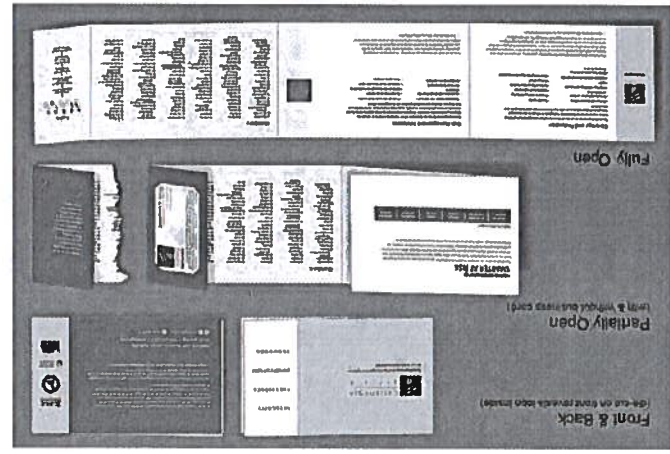
www.lomitawater.com



Inland Empire Utilities Agency - Logo

Description: The Inland Empire Utilities Agency (IEUA) engaged Triplepi Smith to refresh and rebuild their website. We created a new website for the client and continued maintenance support for them. In addition, Triplepi Smith has handled creative and marketing support surrounding the drought.

www.ieua.org



California JPIA - Brochure

Description: California JPIA needed a marketing brochure that reflected their commitment to remain the absolute best in their field. Triplepi Smith created a rich, custom cut window and special textural varnishes created tactile effects and made the key elements really pop. Triplepi Smith serves JPIA's overall graphic needs.



City Stock Photography



Description:

Tripepi Smith provides a wide array of event, architectural portrait and street photography services. Our team uses high resolution professional DSLR equipment – primarily Sony A7III cameras with premium lens options. This professional equipment is matched with the talent of our team members and their post-production Photoshop and Lightroom skills to generate great results for our clients.

Social Media for City Brands



Tripepi Smith manages social media channels for several government agencies. The following are examples to review:

<https://www.facebook.com/CityOfCulverCity/>

<https://twitter.com/culvercitygov?lang=en>

<https://www.instagram.com/culvercitygov/?hl=en>

<https://www.facebook.com/CityofSantaPaula/>

<https://twitter.com/santapaulacity>

<https://www.facebook.com/CityOfLaCanadaFlintridge/>

<https://twitter.com/TheCityofLCF/>

<https://www.facebook.com/HawaiianGardens1/>

<https://twitter.com/hawaiiangardens>

<https://www.instagram.com/hgcityca/>



Munitech Academy - Flyer



Description:
Triple Smith created promotional flyers for the education branch of the Municipal Information Systems Association of California, Munitech Academy.





Livermore - Banners

Temporary Parking
Paves Way for L Street Garage

Original parking level of **500+** spaces, maintained throughout construction

Projected Timefram

Stage 1	JUNE '18
Stage 2	JUNE '18
Stage 3	AUG '18
Stage 4	AUG '18
Stage 5	SEP '18
Stage 6	SEP - OCT '18
Stage 7	NOV '18 - 2019
Stage 8	NOV '18 - 2019

For more information visit cityoflivermore.net/downto

Description:

The City of Livermore engaged Tripepi Smith to promote temporary parking at a garage in its downtown.

Temporary Parking
Paves Way for L Street Garage

500+ spaces during construction, even more than before!

LIVERMORE
For more information, visit cityoflivermore.net/downto



Content Development

The following are sample press releases and stories that Triplepi Smith drafted or helped develop:

City of Manhattan Beach

City Terminates Employment Agreement with Fire Chief

<https://www.citymb.info/Home/Components/News/News/4803/43>

City Council Expands and Clarifies LA County Public Health Orders

Closures and Operational Requirements of Numerous Business Types

<https://www.citymb.info/Home/Components/News/News/4701/4811?npage=1&arch=1>

City of Grover Beach

Help Shape Grover Beach by Pursuing a Position on the City Council or Planning Commission

<http://www.groverbeach.org/ArchiveCenter/ViewFile/Item/1808>

City of Santa Paula

Santa Paula adopts balanced budget for Fiscal Year 2020/21

<https://spcity.org/CivicAlerts.aspx?AID=31>

Santa Paula's Local Sales Tax Dollars at Work

<https://spcity.org/CivicAlerts.aspx?AID=26>

City of Santa Ana

Santa Ana Establishes 200-Bed Interim Homeless Shelter in 28 Days

<https://www.westerncity.com/article/santa-ana-establishes-200-bed-interim-homeless-shelter-28-days>

**Ghost wrote article for City of Santa Ana Staff. Ran in Western City Magazine

City of Indian Wells

Mayor's Letter to Community – July 2020

<https://conta.cc/2VDR9ri>

Indian Wells Celebrates Change and What Remains the Same

<https://www.palmspringslife.com/indian-wells-ca/>

Indian Wells Budget-at-a-Glance



<https://www.cityofindianwells.org/home/showdocument?id=4661>

California Joint Powers Insurance Authority

City of Monrovia Engages Community in Prevention-Based Approach to Homelessness

<https://cjpia.org/newsletter/issue-97/article-8>

City of La Cañada Flintridge Leverages Trail Immunity

<https://cjpia.org/newsletters/issue-91/article-6>

APPENDIX: RESUMES

RYDER TODD SMITH

TRIPLEPI SMITH – PRESIDENT

11/00 – PRESENT

- Provide communications advice, strategy and execution services to a range of small to mid-sized public and private sector clients spanning local government, real estate, finance, technology and healthcare verticals

MAVENT INC – SENIOR VICE PRESIDENT, OPERATIONS

5/05 – 11/09

- Responsible for quality assurance, technology operations and internal infrastructure organizations
- Built team of technology professionals to manage multi-site production environment at co-location facilities.
- Managed vendor relationships and reviewed all invoices
- Brought focus to key areas, including: system documentation, knowledge sharing with other employees, schedule management for finite resources and enhanced security
- Developed and managed the departmental budgets for three groups

MAVENT INC – VICE PRESIDENT, MARKETING

08/04 – 05/05

- Managed the Company's outside PR firm relationship, creative firm relationship, corporate website, ad campaigns, conference schedule, conference logistics and internal employee communications
- Developed and managed the marketing budget

MAVENT INC – VICE PRESIDENT, GOVERNMENT RELATIONS

02/03 – 08/04

- Monitored nationwide political activities that were pertinent to Mavent's interests
- Developed relationships with third-party interest groups that impacted the Company's product
- Participated in industry conferences and represented the Company at industry events

OLYMPIC STAFFING SERVICES – INFORMATION TECHNOLOGY MANAGER

01/98 – 11/00

- Managed and controlled all aspects of the technology environment at this five-location, 35-employee company

NORTHPROP GRUMAN CORPORATION – GOV'T REPRESENTATIVE

07/97 – 12/97

- Worked directly with the Director of State and Local Government Relations to research issues of concern to Northrop Gruman
- Developed agendas to target upcoming legislative issues
- Assisted in lobbying work and development of testimony

EDUCATION

CLAREMONT MCKENNA COLLEGE – CLAREMONT, CA

- Bachelor of Arts in Politics – Philosophy – Economics with Dual in Economics
- Cum Laude Honors





JENNIFER NENTWIG, APR

- TRIPEPI SMITH – DIRECTOR** **01/21 – PRESENT**

 - Strategic advice and project leadership across an array of clients
 - Redistricting subject matter expertise, business development and project management
 - Internal leadership on policy areas like water quality, major infrastructure projects
- TRIPEPI SMITH – SENIOR BUSINESS ANALYST** **08/19 – DECEMBER 2020**

 - Provides project management and account support for numerous clients
 - Develops content including strategic messaging, leadership talking points, speeches and articles
- COUNTY OF ORANGE – COMMUNICATIONS MANAGER** **11/16 – 8/19**

 - Managed County website and social media accounts, including Facebook, Twitter, Instagram and Nextdoor
 - Developed and implemented communication plans, including talking points, key messages and FAQs
 - Led development of award-winning monthly digital magazine reaching 18,000 County employees
- BOOZ ALLEN HAMILTON – COMMUNICATIONS CONSULTANT/ASSOCIATE** **09/11 – 11/16**

 - Led communications support of several U.S. military clients such as the Naval Aviation Enterprise
 - Developed and published high-visibility products including vision documents and strategic plans
- U.S. AIR FORCE RESERVES – PUBLIC AFFAIRS OFFICER/MAJOR** **09/11 – PRESENT**

 - Provides once-a-year Public Affairs support to active-duty U.S. Air Force units
- U.S. AIR FORCE – PUBLIC AFFAIRS OFFICER/CAPTAIN** **05/07 – 08/11**

 - Served as Director of Public Affairs for U.S. military joint task force providing humanitarian assistance and disaster relief
 - Led media relations program and community relations events for Nellis Air Force Base, Nevada, including support for a visit and speech by President Barack Obama

EDUCATION

UNIVERSITY OF SAN DIEGO – SAN DIEGO, CA

- Master of Science in Global Leadership

UNIVERSITY OF NOTRE DAME – NOTRE DAME, IN

- Bachelor of Arts in Political Science, Minor in Hesburgh Program of Public Service – Magna Cum Laude Honors

PROFESSIONAL DEVELOPMENT

- Accreditation in Public Relations, Public Relations Society of America 2015
- Public Affairs Qualification Course, Defense Information School 2007

CERTIFICATIONS

- Facebook Blueprint Digital Marketing Associate 07/20
- Hootsuite Social Marketing 09/19

SOFTWARE

- Hootsuite
- Constant Contact
- Canva



01/21 – PRESENT

TRIPLEPI SMITH – BUSINESS ANALYST/GRAPHIC ARTIST

- Project Management: Serve as project manager lead across multiple clients; execute project management tasks and ensure deliverables are completed efficiently and meet and exceed client quality expectations
- Graphic Design: Manage creative strategy and execute graphic design on assignments such as logo development and infographic design
- Website Development: Manage website design process, content transfer, modification and maintenance
- Writing: Produce and distribute social media, articles, newsletters, surveys and press releases

07/18 – 12/20

TRIPLEPI SMITH – JUNIOR BUSINESS ANALYST/GRAPHIC ARTIST

- Execute graphic design on layout and concept design of brand-consistent print and web projects
- Manage website design, modification and maintenance
- Produce and distribute social media, articles, newsletters, surveys and press releases
- Set up, assistance and publication of e-newsletter campaigns and additional email marketing

EDUCATION

- Bachelor of Science in Marketing, Concentration: Integrated Marketing Communications, Minor in Sustainability – San Diego State University – San Diego, CA – Cum Laude
- Associate of Arts in Visual Communications – Fashion Institute of Design and Merchandising – Los Angeles, CA – Magna Cum Laude

PROFESSIONAL DEVELOPMENT

- UCI Public Policy Making Academy II
- CAP10 “Facebook and Instagram for Government” Workshop
- USC Executive Education Forum for Policy and Administration

03/20
12/19
10/19

CERTIFICATIONS

- Constant Contact Certified Solutions Provider
- Hootsuite Social Marketing

09/21
06/19

SOFTWARE

- Adobe Illustrator
- Adobe Photoshop
- Adobe InDesign
- Adobe Lightroom
- Constant Contact
- Hootsuite
- WordPress
- Canva
- Microsoft Office



KYLIE BENZING

TRIPEPI SMITH – JUNIOR BUSINESS ANALYST

06/21 – PRESENT

- Conduct market research to provide client insights
- Develop strategy to improve social media marketing efforts
- Write stories and press releases for the firm’s website and city clients

TSG REPORTING – OPERATIONS ASSOCIATE

11/20 – 04/21

- Consulted with worldwide law firms to provide them with proper litigation needs
- Managed the schedules of 300+ global reporters, videographers and digital operators
- Provided technical support to prepare all litigation staff for remote work
- Set up and monitored 50+ Zoom meetings daily to ensure logistical success.

TSE WORLDWIDE PRESS – SOCIAL MEDIA MARKETING MANAGER

05/20 – 11/20

- Reconstructed and co-designed a new website for TSE Worldwide Press
- Initiated marketing and PR tactics to build the branding for entrepreneur Sarah Tse
- Implemented a social media marketing plan for the company and entrepreneur
- Redesigned the branding of the entrepreneur's various social media platforms

BIOLA UNIVERSITY – ADMINISTRATIVE ASSISTANT

10/17 – 11/20

- Monitored daily and weekly schedules and monthly calendar obligations for Academic Advisor
- Built and tracked degree checklists for students before academic advising sessions
- Worked closely and diligently with faculty members to help them in achieving their goals
- Assisted with management and tracking of event information and ticketing
- Input travel documentation and expenses for speakers, faculty and event planning teams
- Liaison between the accounting, purchasing and cashier departments

EDUCATION

- Bachelor of Science in Business Administration - Management – Biola University – La Mirada, CA
 - Dean’s List Recipient

CERTIFICATIONS

- Hootsuite Social Marketing

06/21

SOFTWARE

- Google Suite
- Microsoft Office
- Canva

TRIPLEPI SMITH – JUNIOR BUSINESS ANALYST

01/21 – PRESENT

- Research and produce deliverables on diverse local governance topics
- Write stories and press releases for the firm's website and city clients
- Execute graphic design on layout and concept design of brand-consistent print and web projects

ORANGE COUNTY BOARD OF SUPERVISORS – POLICY AND LEGISLATIVE INTERN

01/20 – 05/20

- Delivered promotional content to the creative production team and organized and logged ongoing footage
- Collaborated with graphic designers to provide art direction for promotional artwork development
- Researched the competitive landscape, analyzed valuable partnerships and arrange visual presentations

POLICY LAB – STUDENT ANALYST

08/19 – 12/19

- Researched pertinent policy issues, created visualizations, composed memos, and presented findings to clients
- Analyzed and conducted research for Congressional Earmark Reform on behalf of the R Street Institute

VETERANS LEGAL INSTITUTE – MARKETING AND LEGAL ASSISTANT

05/18 – 07/19

- Researched and contacted over 300 organizations and individuals requesting fundraising support
- Designed a case statement conveying the mission and future needs of the Institute graphically
- Collaborated with Director of Development and Executive Director on other responsibilities as assigned

BERGEN MIREJOVSKY LAW – MARKETING AND LEGAL ASSISTANT

07/18 – 08/18

- Developed website by building graphics and writing content
- Conducted research, identified problems and advised readers about preventable accidents
- Supported marketing executive in projects aimed at promoting firm, event planning, and publicity

EDUCATION

- Bachelor of Arts in Government and Philosophy – Claremont Mckenna College – Claremont, CA

CERTIFICATIONS

- Hootsuite Social Marketing

SOFTWARE

- Adobe Photoshop
- Adobe Illustrator
- Adobe InDesign
- Adobe Lightroom
- Canva

01/21



EXHIBIT B

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	DRUG-FREE WORKPLACE	POLICY NUMBER	100-5	EFFECTIVE DATE	8-8-89	PAGE	1 of 3
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BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

PAGE 3 of 3	EFFECTIVE DATE 8-8-89	POLICY NUMBER 100-5	SUBJECT DRUG-FREE WORKPLACE
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G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.