

**CITY OF PALM DESERT
SHORT-FORM SERVICES AGREEMENT
PALM DESERT 2023 REDISTRICTING OUTREACH
AND ENGAGEMENT SERVICES**

1. **Parties and Date.** This Agreement is made and entered into this **2nd** day of **August, 2023**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, California ("City") and **Tripepi Smith, an S Corporation**, with its principal place of business at **P.O. Box 52152, Irvine, CA 92619** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

The City is a public agency of the State of California and is in need of services for the following project:

Palm Desert 2023 Redistricting Outreach and Engagement Services
(hereinafter referred to as "the Project").

2. **Terms and Conditions.** The Parties shall comply with the Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by this reference.

3. **Scope of Services; Schedule.** The Vendor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, and superintendence of every nature and all other services and all facilities necessary to execute, complete, and deliver the services as particularly described in the Scope of Services ("Services") attached hereto as Exhibit "B" and incorporated herein by this reference. The Services shall be completed in a timely manner and in accordance with the Schedule of Services set forth in Exhibit "B".

4. **Term.** The term of this Agreement shall be from **August 2, 2023**, to **June 30, 2024**, unless earlier terminated as provided herein.

5. **Compensation.** Vendor shall receive compensation for Services rendered under this Agreement at the rates and fees set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The total compensation shall not exceed **Sixty Thousand Dollars (\$60,000)** per fiscal year ("Agreement Price"). Vendor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the City on a monthly basis. The City shall review and pay all non-disputed and approved charges on such invoices in a timely manner. Vendor shall submit its final invoice to the City within thirty (30) days from the last date of Services performed and failure to do so shall result in a waiver of payment from the City.

6. **Insurance.** In accordance with Exhibit A, Section C of the Terms and Conditions, Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies in a form satisfactory to the City.

Commercial General Liability Insurance:

- \$1,000,000 per occurrence/\$2,000,000 aggregate.
- \$2,000,000 per occurrence/\$4,000,000 aggregate.

Automobile Liability:

- \$1,000,000 combined single limit for bodily injury and property damage.

Workers' Compensation:

Statutory Limits / Employer's Liability \$1,000,000 per accident or disease and a waiver of subrogation in favor of the City and their respective officers, agents, employees, volunteers, and representatives.

Professional Liability (Errors and Omissions):

Errors & Omissions liability insurance with a limit of not less than \$1,000,000 per claim and in the aggregate.

**SIGNATURES TO SHORT FORM SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT AND TRIPEPI SMITH**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

TRIPEPI SMITH, AN S CORPORATION

By: _____
Todd Hileman
City Manager

By: _____
Its: _____
President

Printed Name:
Ryder Todd Smith

Attest:

By: _____
Anthony J. Mejia
City Clerk

By: _____
Its: _____

Printed Name:

Approved as to form:

By: _____
Best Best & Krieger LLP
City Attorney

QC: _____

Insurance: _____

Initial Review

Final Approval

EXHIBIT "A"
TERMS AND CONDITIONS FOR SERVICES

1. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. Vendor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services. Vendor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law. Vendor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Vendor agrees to fully comply with such Prevailing Wage Laws, including, along with subcontractors, being registered with the Department of Industrial Relations (Labor Code §§ 1725.1; 1771.1). It shall be mandatory upon the Vendor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code §§ 1771; 1774; 1775), employment of apprentices (Labor Code § 1777.5), certified payroll records (Labor Code §§ 1771.4; 1776), hours of labor (Labor Code §§ 1813; 1815) and debarment of contractors and subcontractors (Labor Code § 1777.1). This Agreement may be subject to compliance monitoring and enforcement.

2. Standard of Care. The Vendor shall perform the Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

3. Insurance. If required by Section 6 of this Agreement, the Vendor shall take out and maintain during this Agreement: A. Commercial General Liability Insurance for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001). The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned, rented, and hired vehicles, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 10/13) covering automobile liability, Code 1 (any auto); C. Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance; and if applicable, as determined by the City's Risk Manager, D. Professional Liability (Errors and Omissions) that covers the Services to be performed in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Vendor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City of Palm Desert, and their elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against the City of Palm Desert or their elected or appointed officers, agents, officials, employees, volunteers, and representatives and shall require similar written express waivers and insurance clauses from each of its subcontractors. Workers' compensation coverage shall have an endorsement in favor of the City of Palm Desert, and their respective officers, agents, employees, volunteers, and representatives. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A-VII" rating according to the latest Best Key Rating unless otherwise approved by City's Risk Manager. Vendor shall add the City, and their respective officers, officials, employees, agents, volunteers and representatives as additional insureds on Vendor's Commercial General Liability, Automobile Liability, and if applicable, Pollution Liability and Cyber Liability policies. Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance (i.e., pollution, cyber, and fidelity coverages) required by giving the Vendor advance written notice of such change. If such change results in substantial additional cost to the Vendor, the City and Vendor may renegotiate Vendor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

4. Indemnification. To the fullest extent permitted by law, Vendor shall defend (with counsel of City's choosing), indemnify and hold the City, and their respective officials, officers, employees, volunteers, agents and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Vendor's Services, the project, or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant or the City, or their respective officials, officers, employees, agents, volunteers or representatives. If Vendor's obligation to defend, indemnify, and/or hold harmless arises out of Vendor's performance as a "design professional" (as that term is defined under Civil Code § 2782.8), then, and only to the extent required by Civil Code § 2782.8, which is fully incorporated herein, Vendor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Vendor, and, upon Vendor obtaining a final adjudication by a court of competent jurisdiction, Vendor's liability for such claim, including the cost to defend, shall not exceed the Vendor's proportionate percentage of fault.

5. Laws; Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

6. Termination. The City may terminate the whole or any part of this Agreement for any or no reason by giving three (3) calendar days written notice to Vendor. In such event, the City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the work. The City shall pay Vendor the reasonable value as determined by the City of any portion of the Services completed prior to termination. The City shall not be liable for any costs

Exhibit "A"

other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed Services and shall not be entitled to damages or compensation for termination of the Services. Vendor may terminate its obligation to provide further work under this Agreement upon thirty (30) calendar day's written notice to the City only in the event of the City's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

7. Changes. By written notice, the City may from time to time, make changes to the Services furnished to the City by Vendor. If such change causes an increase or decrease in the Agreement Price or in the time required for performance, Vendor or the City shall promptly notify the other party thereof and assert its claim for adjustment within fifteen (15) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Vendor from proceeding immediately with the Agreement as changed.

8. Miscellaneous Terms. Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City. This Agreement may not be modified or altered except in writing signed by the Parties. There are no intended third-party beneficiaries of any right or obligation of the Parties. This is an integrated Agreement representing the entire understanding of the Parties as to those matters contained herein and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the Parties to the addresses set forth in this Agreement. Vendor is retained as an independent contractor and is not an employee of the City. No employee or agent of Vendor shall become an employee of the City. Vendor warrants that the individual who has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the Vendor hereto.

EXHIBIT "B"

SCOPE OF SERVICES; SCHEDULE OF SERVICES

Project Team

- Jennifer Nentwig, Principal: Project oversight, handle major presentations, and provide strategic guidance.
- Melanie Moore, Business Analyst: Project manager, review agendas, and provide quality control.
- Mackenna Morrice, Junior Business Analyst: Additional project management support and lead content development.
- Kjerstin Wingert, Senior Graphic Artist: Execution of design and print.
- Audrin Baghaie, Junior Business Analyst: Engineer virtual meetings and produce meeting recordings.

Tripepi Smith may adjust the staffing of the team to meet the needs of the City and will do so in collaboration with City Staff.

For video work, printing, niche website development needs or mailing, we sometimes use subcontractors to supplement our services. These engagements are often determined at the time of the need, so it is difficult to predict which subcontractors would work on your project. Firms or people that we routinely subcontract with include:

- InfoSend – Print and Mail House Services
- DLS Printer Services – High-end Printing for Collateral
- Emily Baker – Voiceover Work

Proposed Scope of Services:

Tripepi Smith is available to perform the work outlined below, to the extent that the not to exceed amount allows:

Project Management

Tripepi Smith will facilitate all project calls for this engagement and create a living agenda to manage the efforts and timing between the demographer, legal counsel, City and Tripepi Smith. After the initial set-up, these meetings will be biweekly from (tentatively) September 2023 through January 2024, from the beginning of the outreach process to the adoption of a selected map. The phone calls will typically last up to an hour and will have a detailed agenda and notes. After each call, Tripepi Smith will send a summary email about decisions made on the phone call and related action steps for all involved parties. Call content will focus on action steps, timeline, coordination with City staff and verifications of action steps with the legal and demographic experts.

Graphic Design Support

Tripepi Smith will provide graphic design support by creating a flyer and assisting with graphic design of PowerPoints upon request.

Social Media Support

Tripepi Smith will create copy and graphics for social media posts about the districting process. We will set up boosted posts (paid advertising) on Facebook and Instagram to help spread the word about meetings and solicit public commentary. If the City is not currently authorized to run

Contract No. _____

“political” advertising on Meta platforms, Tripepi Smith will assist the City with getting the required authorization through our ad hoc support.

Exhibit “B”

Creation and Updates to Dedicated Districting Website

Tripepi Smith can create a districting website in coordination with the demographer. Tripepi Smith uses WordPress to create dedicated standalone districting websites, and we can host the districting website for the legally required 10 years. (Hosting fee would be \$610/year following the initial year.)

Press Release/News Article for Website

Tripepi Smith will draft press releases throughout the project to ensure local media aids our efforts to reach City residents. Tripepi Smith will identify media contacts, collaborate with City staff to further expand the media list, and ensure we reach diverse media. For key media, Tripepi Smith will follow up with phone calls. We foresee the following possible press releases: (1) announcement of districting kickoff and process schedule announcement, and (2) announcement on the adoption of new district lines.

Community/Civic Group Outreach List Research and Development

Tripepi Smith will work with the City to develop a robust stakeholder list and engagement database. If an existing community outreach contact list is available, Tripepi Smith will start with such a list and expand the list based upon our districting outreach involving local community groups - good government, civil rights, civic engagement and language minority groups.

Animated Explainer Video

Tripepi Smith can develop a user-friendly, visually appealing animated explainer video to explain the district formation process and encourage public participation. The video would be customized with language and elements for the City of Palm Desert. We will add captions in English and subtitles in Spanish.

Outreach Emails/Calls

Tripepi Smith can conduct stakeholder emails/calls –announcing the launch of the process and the schedule of meetings/workshops, and another round promoting public feedback prior to the selection of a district map. We would then keep a detailed record of emails and calls made to each stakeholder.

Printing and Mailing

Sending a postcard to every member of the community can be expensive, but it ensures that everyone – even those without social media or Internet access – is able to have a chance to learn about the district formation process. To that end, Tripepi Smith has experience creating mailers to reach each household in a community. Based upon our team’s previous experience developing and coordinating the printing of mailers for Palm Desert, the cost would be approximately \$25,000 for a mailer plus about \$5,000 in design, translation, and project management fees.

Whatever mailer is sent would include reference to non-English language options and appropriate website URL’s to find information in Spanish.

Advertising

Tripepi Smith can manage a significant advertising campaign to drive community interest in the district formation process. We generally place an emphasis first on leveraging existing City platforms such as the City’s newsletters, website and social media channels to ensure we are being cost-effective with outreach. Second, we prefer to use digital advertising to target people who are actually in Palm Desert. Third, there are likely target rich local ethnic media outlets we can leverage to advertise in that are relatively cost effective, so it would be wise to collaborate with the City to identify those specific publications and work with those publications to connect with their unique audiences.

In prior outreach work, Tripepi Smith has focused on these types of paid advertising: local papers, radio, Spotify and Pandora geo-targeted placements, Google geo-targeted display advertising, YouTube geo-targeted video advertising, Facebook and Instagram boosted posts with geo-targets, smaller local billboards, and signage on local bus routes in buses or on benches.

Digital advertising would also provide an opportunity to do language targeted advertising so Spanish-speakers are seeing Spanish ads, for example.

Tripepi Smith generally encourages client cities to pay for these costs directly, but Tripepi Smith can pay for these costs and apply a 10% management fee.

Some advertising would require our video and graphic design services, and we can make those available through our ad hoc rates to support the creative development of the ads.

End of Engagement Outreach Report

Tripepi Smith can develop a 10-page summary report near the conclusion of the project and concurrent with the final two public hearings that summarize all the efforts made by the City to connect with residents and seeking their input. The work report would demonstrate both the in-person and digital efforts to connect with residents and denote a clear timeline for that engagement. Metrics such as website traffic, social media reach, workshop attendance and more would be summarized in the report. A draft report would be presented to City Staff for their feedback prior to making the report final.

EXHIBIT “C”

COMPENSATION

Time and Materials Engagement

Given the high variability of the type of engagement that may be needed by Tripepi Smith, we could engage with the City on a pure time and materials basis. Tripepi Smith will provide 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 districting outreach needs, our minimum engagement for time and materials approach is \$5,000. We will bill that initial amount at the kickoff of the project and then credit that amount toward any hourly work for the initial \$5,000 in billings. This model addresses the overhead costs related to startup, preparation and initial project management related to redistricting efforts.

During the time and materials engagement, rates and fees outlined in the Ad Hoc section below would apply.

Title	Hourly - Ad Hoc
Principal	\$350
Director	\$240
Senior Business Analyst	\$190
Business Analyst	\$130
Junior Business Analyst	\$105
Photographer/Videographer	\$120
Senior Graphic Artist	\$175
Graphic Artist	\$120
Web Developer	\$195
Drone Operator	\$195
AV Tech	\$105

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 for work that is billable on an ad hoc basis, we will invoice for travel time at half-rate of the resource’s Standard Rate when work is being performed on an ad hoc basis.

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 Development/Hosting Fees

Should the City choose to have Tripepi Smith develop a dedicated website (separate from the City's website), there is a one-time fee of \$4,610 to develop and launch the site. Subsequent work to post updated content over the course of the project will be billed on a Time and Materials basis.

There is an annual \$610 website hosting fee, beginning in 2024. The City shall prepay this amount from 2024 up until the 2034 Census redistricting round. This amount will be invoiced on the final Tripepi Smith invoice of this engagement.

Equipment Fees

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

- \$550 for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting more than four hours.
- \$350 for a half day of video equipment use. Half day is defined as anything up to four hours of video production. All such expenses will be authorized by the organization prior to fee being assessed.
- \$500/day drone fee applies and is not inclusive of the drone operator time (drone operator rate).

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

Printing Fees

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

Digital Advertising Fees

Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees. Tripepi Smith typically uses a client's credit card to cover such fees, and those fees are impossible to estimate at this time without our firm being engaged in the work with the team. If a Tripepi Smith credit card is used to run the advertising campaign, then we will charge an additional 10% agency fee on all advertising charges to compensate for the administrative overhead.