

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (the "Agreement") is made and entered into this 25th day of July, 2024, by and between SHANDON-SAN JUAN WATER DISTRICT, a special district (hereinafter referred to as "DISTRICT") and TRIPEPI SMITH AND ASSOCIATES, INC., a California corporation (hereinafter referred to as "CONSULTANT"). DISTRICT and CONSULTANT may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, DISTRICT desires public outreach and communications services in connection with the Shandon-San Juan Water District;

WHEREAS, CONSULTANT is qualified to perform such services; and

WHEREAS, CONSULTANT has agreed to provide DISTRICT with such services on the terms and conditions set forth herein.

NOW, THEREFORE, for the considerations hereinafter set forth, CONSULTANT and DISTRICT agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. **Scope of Work.** CONSULTANT agrees to furnish the services set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein (the "Services").
- 1.2. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders.
- 1.3. **Time is of the Essence.** CONSULTANT agrees to diligently prosecute the Services. In the performance of this Agreement, time is of the essence.
- 1.4. **Professional Competence.** CONSULTANT represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. CONSULTANT represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. DISTRICT and CONSULTANT agree that CONSULTANT is in responsible charge of the Services. Acceptance by DISTRICT of the Services does not operate as a release of CONSULTANT from professional responsibility for the Services performed.
- 1.5. **Independent Contractor.** CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee of DISTRICT. CONSULTANT shall not have the authority to enter into contracts on behalf of or otherwise bind the DISTRICT, and CONSULTANT shall not represent that it has such authority.

- 1.6. **Confidentiality.** CONSULTANT agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person, firm, governmental entity, or corporation any data, information, technology, or material developed or obtained by CONSULTANT during the performance of the Services. The covenants contained in this Section 1.6 shall survive the termination of this Agreement for whatever cause.
- 1.7. **Ownership of Material.** Any reports and other material prepared by or on behalf of CONSULTANT under this Agreement (collectively, the "Documents") shall be and remain the property of DISTRICT. All Documents not already provided to DISTRICT shall be delivered to DISTRICT on the date of termination of this Agreement for any reason. The Documents may be used by DISTRICT and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes DISTRICT may deem appropriate without further employment of or payment of any compensation to CONSULTANT.
- 1.8. **Documentation.** CONSULTANT shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and CONSULTANT shall make such documents available for review and/or audit by DISTRICT and DISTRICT's representatives at all reasonable times for at least four years after the termination of this Agreement or completion of the Services.
- 1.9. **Testimony.** CONSULTANT agrees to testify at DISTRICT's request if litigation is brought against DISTRICT in connection with the Services. Unless the action is brought by CONSULTANT or is based upon CONSULTANT's negligence, DISTRICT will compensate CONSULTANT for the preparation and the testimony at CONSULTANT's standard hourly rates.

ARTICLE 2 - COMPENSATION

- 2.1. **Compensation.** Compensation for the Services shall be in accordance with Exhibit B, Compensation, attached hereto and incorporated herein. It is agreed that the compensation for the Services shall not exceed \$20,000.00 ("Cost Ceiling").
- 2.2. **Invoices.** CONSULTANT shall submit monthly invoices in a form satisfactory to DISTRICT on or before the tenth day of each month for Services provided during the preceding month. CONSULTANT shall submit time and cost records as necessary to substantiate performance of the Services. Within 35 days after receipt of each such invoice, DISTRICT shall verify the accuracy of the invoice, correct the charges where appropriate and as discussed and mutually agreed with CONSULTANT, and make payment to CONSULTANT in an amount equal to the amount of such invoice, as verified or corrected by DISTRICT. No payment hereunder shall be construed as evidence of acceptance of any of CONSULTANT's work. DISTRICT reserves the right to withhold payment from CONSULTANT on account of Services not performed

satisfactorily, delays in CONSULTANT's performance of Services, or other defaults hereunder. CONSULTANT shall not stop or delay performance of the Services under this Agreement on account of payment disputes with DISTRICT.

- 2.3. **Status Reports.** Together with each monthly invoice, CONSULTANT shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. CONSULTANT shall notify DISTRICT in writing when payments have reached 90 percent of the Cost Ceiling.
- 2.4. **Withholding.** In lieu of holding retention, DISTRICT shall withhold CONSULTANT's final payment until the Services are complete and DISTRICT has received all Documents. CONSULTANT shall diligently continue and complete performance of the Services if the Services are not complete at the time CONSULTANT has performed services up to the Cost Ceiling.

ARTICLE 3 - TIME OF PERFORMANCE

- 3.1. **Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the "Term"). CONSULTANT agrees to complete all services by July 24, 2025. The Term may be extended upon written consent from both parties via an amendment.
- 3.2. **Termination.** This Agreement may be terminated at any time by DISTRICT upon 7 days written notice to CONSULTANT.
- 3.3. **Final Payment.** CONSULTANT shall be entitled to compensation for Services performed up to the time of such termination, it being understood that any payments are full compensation for the Services rendered under this Agreement.
- 3.4. **Other Remedies.** Nothing in this Article 3 shall be deemed to limit the respective rights of the Parties to terminate this Agreement for cause or otherwise to exercise any rights or pursue any remedies which may accrue to them.

ARTICLE 4 - DESIGNATED CONTACTS

- 4.1. **DISTRICT Contact.** DISTRICT designates Stephanie Bertoux, its Secretary/Treasurer, as its contact who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between DISTRICT and CONSULTANT. In the event DISTRICT wishes to make a change in DISTRICT's representative, DISTRICT will notify CONSULTANT of the change in writing.
- 4.2. **CONSULTANT Contact.** CONSULTANT designates Ryder Todd Smith, its Co-Founder and President, as its contact, who shall have immediate responsibility for the performance of the Services and for all matters relating to performance under this Agreement. Any change in CONSULTANT's designated contact shall be subject to written approval by DISTRICT.

ARTICLE 5 - INDEMNIFICATION AND INSURANCE

- 5.1. **Indemnification.** CONSULTANT shall, to the fullest extent allowed by law, with respect to claims, liability, loss, damage, costs, or expenses, including reasonable attorney's and expert witness fees, awards, fines, penalties, or judgments, arising out of or relating to the Services (collectively "Claims"), defend, indemnify, and hold harmless DISTRICT, its directors, officers, employees and agents (the "DISTRICT Parties"), except to the extent the Claims are attributable to DISTRICT Parties' gross negligence or willful misconduct. CONSULTANT shall defend the DISTRICT Parties as required by California Civil Code Section 2778, and with counsel reasonably acceptable to those parties. CONSULTANT shall have no right to seek reimbursement from the DISTRICT Parties for the costs of defense. The obligations contained in this Section 5.1 shall survive the termination of this Agreement for whatever cause for the full period of time allowed by law and shall not in any way be limited by the insurance requirements of this Agreement.
- 5.2. **Health and Safety.** CONSULTANT may perform part of the Services at sites which contain unknown working conditions and contaminated materials. CONSULTANT shall be solely responsible for the health and safety of CONSULTANT's employees during the performance of the Services.
- 5.3. **Insurance.** CONSULTANT and all of CONSULTANTS employees, subcontractors, consultants and other agency shall procure, provide and maintain at all times during the performance of this Agreement, and for such additional periods as described herein, the insurance listed below with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII.
- A. Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance providing bodily injury liability and property damage, to protect against all liability arising out of the use of any owned, leased, passenger or commercial automobile at a minimum amount of \$1,000,000 combined single limit and \$2,000,000 aggregate. Coverage shall apply to hired and non-owned autos.
 - B. Commercial General Liability Insurance. Commercial General Liability Insurance, with limits providing a minimum amount of \$1,000,000 combined single limit coverage for each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. The insurance shall cover all operations including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by CONSULTANT in this Agreement; (4) broad form property damage liability; (5) personal injury liability endorsement, including death; and (6) automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment.
 - C. Professional Liability Insurance. Professional Liability Insurance protecting against liabilities arising out of or in connection with negligent acts, errors, or omissions of CONSULTANT and all of CONSULTANTS employees,

subcontractors, consultants and other agency in connection with this Agreement, at a minimum amount of \$1,000,000 combined single limit coverage and \$1,000,000 aggregate, on a "claims made basis" with a continuation of coverage extension for liabilities for two years from the date the Services are substantially complete. Such professional liability policies shall include coverage for liability assumed by the CONSULTANT under this Agreement.

- D. Workers Compensation Insurance. Workers Compensation insurance, occupational disease insurance and employer's liability insurance shall be required with minimum limits as required by law, covering all workplaces involved in this Agreement.
- E. Policy Terms. Concurrently with execution of this Agreement, CONSULTANT shall provide DISTRICT with Certificates of Insurance evidencing that CONSULTANT has obtained or maintains the insurance required by this Section 5.3. The Certificates shall be on forms acceptable to DISTRICT. CONSULTANT shall also furnish DISTRICT with original endorsements with the following documentation:
- Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after DISTRICT shall have received written notification thereof from CONSULTANT by United States mail;
 - Providing that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, and include a "separation of insureds" or "severability" clause which treats each insured separately, except with respect to the limits of the insurer's liability (cross-liability endorsement);
 - Excepting CONSULTANT'S professional liability insurance, naming DISTRICT, its boards, commissions, committees, directors, officers, employees and agents as additional insureds ("Additional Insureds"); and
 - Providing that for any claims relating to CONSULTANT's services hereunder, CONSULTANT's insurance coverage shall be primary insurance with respect to DISTRICT, its boards, commissions, committees, officers, employees and agents, and that any insurance or self-insurance maintained by DISTRICT for itself, its boards, commissions, committees, officers, employees and agents shall be in excess of CONSULTANT's insurance and shall not be contributory with it.
 - It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverages requirements and/or limits shall be available to the Additional Insured, including but not limited to any umbrella or excess insurance. Furthermore, the requirements for coverage and limits shall be the greater of: (a) the minimum coverage and limits specified in this Agreement; or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- F. **Material Breach.** If CONSULTANT fails to maintain insurance coverage or provide insurance documentation which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, DISTRICT may purchase the required insurance coverage, and without further notice to CONSULTANT, may deduct from sums due to CONSULTANT any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

ARTICLE 6 - NOTICES

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by facsimile or reputable overnight courier and shall be deemed received upon the earlier of: (1) if personally delivered, the date of delivery to the address of the person to receive such notice; (2) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; (3) if sent by facsimile, with the original sent on the same day by overnight courier, the date on which the facsimile is received, provided it is before 5:00 P.M. Pacific Time; or (4) if sent electronically, the date of delivery on the confirmed read receipt. Notice of change of address shall be given by written notice in the manner described in this Article 6. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to DISTRICT: Stephanie Bertoux, Secretary/Treasurer
930A Nysted Drive, Solvang, CA 93463
Phone: (805) 451-0841
Email: admin@ssjwd.org

If to CONSULTANT: Ryder Todd Smith, Co-Founder and President
PO Box 52152
Irvine, CA 92619
Phone: (626) 536-2173
Email: Ryder@tripepismith.com

ARTICLE 7 - MISCELLANEOUS

- 7.1. **Entire Agreement.** This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by an amendment in writing signed by each Party.
- 7.2. **No Assignment.** The Services are deemed unique and neither Party shall assign, transfer, subcontract or otherwise substitute its interest in this Agreement or any of its obligations


hereunder without the prior written consent of the other party. As limited by this Section 7.2, this Agreement is to be binding on the successors and assigns of the Parties.

- 7.3. **Severability.** If any part of this Agreement is determined to be unconstitutional, invalid or beyond the authority of either Party, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the Parties.
- 7.4. **Counterparts.** This Agreement may be signed in counterparts and, when fully signed, such counterparts shall have the same effect as if signed in one document.
- 7.5. **Choice of Law.** This Agreement and all matters relating to it shall be governed by the laws of the State of California without reference to its choice of laws principles and venue shall be in the appropriate court in San Luis Obispo County, California.
- 7.6. **Waiver.** No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that Party may have hereunder. A waiver by either DISTRICT or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other further breach.
- 7.7. **Mediation.** In the event the Parties are unable to resolve a dispute arising under this Agreement through good faith negotiations, the Parties agree to submit the matter to mediation with a mutually agreeable mediator. Prior to the mediation, the Parties shall exchange any documents reasonably necessary to resolve the matter to be mediated.
- 7.8. **Attorney's Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 7.9. **Interpretation.** In the event this Agreement is ever construed in any dispute between the Parties, it and each of its provisions shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared jointly by the Parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

- 7.10. **Authority.** Each individual executing this Agreement on behalf of one of the Parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such Party and that this Agreement is binding on such Party in accordance with its terms.
- 7.11. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third Party against either the DISTRICT or CONSULTANT. CONSULTANT's Services hereunder are being performed solely for the benefit of DISTRICT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

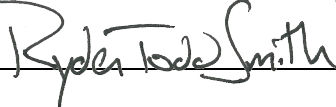
THE SHANDON-SAN JUAN WATER DISTRICT

By: 
Stephanie Bertoux, Secretary/Treasurer

Date July 23, 2024

CONSULTANT

Tripepi Smith and Associates, Inc.

By: , President

Date July 23, 2024

By: _____

Date _____

EXHIBIT A
SCOPE OF WORK

PROPOSED SCOPE OF WORK

The District has requested a range of services and potential add on services. We have broken down the scope of the estimate into a retainer cost and time & materials elements that empower the District to “ramp up” or “ramp down” services according to budget and priorities.

Monthly Retainer

As a scaled-down option, Tripepi Smith proposes a fixed price monthly retainer of **\$1,150.00** plus two, one-time fixed costs of **\$1,605.00** and **\$2,360.00** for the services outlined below. **The cost of services will be split equally between the Shandon-San Juan Water District and the Estrella-El Pomar-Creston Water District.** Therefore, each party will pay a monthly retainer of **\$575.00** plus two, one-time fixed costs of **\$802.50** and **\$1,180.00**.

The e-newsletter set-up will be invoiced for once the design is approved by the District or three months after the first check-in call, whichever comes first. Tripepi Smith will invoice for the email sign-up campaign and list management services after the outreach email is distributed or three months after the first check-in call, whichever comes first.

Deliverable	Quantity/Notes
<u>Monthly Strategy Discussions</u>	Leverages Business Analyst and Junior Business Analyst
Conduct bi-weekly client check-in calls to advise on outreach and strategy	Max. of 30 minutes per call
<u>Email Sign-Up Campaign and List Management</u>	Leverages Junior Business Analyst with support from Business Analyst and Senior Business Analyst
Review, update and build upon EPC Water District's current email list	Includes research, direct email and phone call outreach (up to 100 phone contacts) and initial list updates and maintenance
<u>E-Newsletter Set Up</u>	Leverages Senior Graphic Designer
Design and build an e-newsletter template using Constant Contact	Includes consultation with District on newsletter objectives, desired format and features
<u>Quarterly E-Newsletter</u>	Leverages Junior Business Analyst with support from Business Analyst and Senior Business Analyst
Quarterly e-newsletter content creation and distribution	Coordinate with District on content planning and strategy, write and edit content, manage newsletter distribution
ONE-TIME SET-UP COST	\$3,965.00
TOTAL MONTHLY COST	\$1,150.00
TOTAL ANNUAL COST (YEAR 1)	\$17,765.00

Pricing Estimates for Add-On Communication Support

Add-On Element	Price/Notes
<u>News Release/Article</u>	~\$700 / Per Release
	Inclusive of scope detailed below
<u>Distribution of Release Written by District</u>	~\$135 / Per Release
	Inclusive of scope detailed below
<u>Social Media Page Set-Up</u>	~\$220 / platform
	Inclusive of scope detailed below but dependent on District needs and preferences
<u>Social Media Management</u>	Ongoing social media management pricing is dependent on the number of posts and platforms and can be provided upon request
	General scope details are below
<u>Graphic Design</u>	Print/Digital Flyer - ~\$1,500
	Print/Digital Tri-Fold Brochure - ~\$3,600
	Information about graphic design services is below

Detailed Description of Add-On Services

Written News Articles, Press Releases & Official Statements

Tripepi Smith can draft news articles, press releases and/or official statements, which are typically up to six hundred (600) words in length. The District would direct the allocation of stories with Tripepi Smith's suggestions, making internal subject matter experts available to aid the development of the stories when needed. The District would also facilitate timely approval of quotes in the release when connected with District Staff.

Press Release Distribution

Tripepi Smith is available to take press releases written by District Staff and proof, format and send to the District's established media distribution list.

Social Media Page Set-Up

Social media is a valuable tool to communicate directly with District members and Paso Robles Groundwater Basin stakeholders. Tripepi Smith can assist with setting up official social media accounts for the District on platforms like Facebook, Instagram, X, and Nextdoor. Set up costs may inflate or deflate depending on the District's needs and preferences.

Social Media Management

Tripepi Smith can provide ongoing social media management services for the District's social media. Social media management services can include the following:

Content creation – Social media content creation involves: Planning, fact-checking, sourcing graphics, grammar checking and scheduling the post.

Monitoring – Tripepi Smith will monitor each post for questions and comments. When appropriate, responses will be drafted, which will occasionally require fact-checking and seeking out guidance from the District. Additionally, Tripepi Smith will provide general online monitoring of regional partner pages and community page to track community needs, priorities and issues.

Additional – Our work can also include optimizing social media accounts to boost performance and keeping up to date on the latest social media platform updates and options. Boosted posts and targeted ads are also helpful in disseminating information to community members, and Tripepi Smith is fully capable of running and tracking these paid campaigns (fees to be agreed upon and paid by the District).

Graphic Design

Tripepi Smith is a full-service graphic design shop. Our team can produce materials like print/digital flyers, brochures, brands/logos, photography, illustrations, informational graphics and more. In all cases, Tripepi Smith can assist with content development; however, costs may inflate based on your content needs.

EXHIBIT B

Compensation

DISTRICT shall pay CONSULTANT for the Services on a cost reimbursement basis, up to the Cost Ceiling (as defined in Section 2.1 of the Agreement). CONSULTANT agrees to use appropriate methods to contain its fees and costs under this Agreement. Compensation shall include only the following costs, which shall all count toward the Cost Ceiling:

1. Direct Labor

Direct labor costs shall be the total number of hours worked on the job by each employee times the agreed hourly rate for such employee's labor as set forth on the attached Exhibit B-1. DISTRICT will pay all personnel at their regular straight-time rate, including any work performed on overtime or on holidays or weekends.

2. Subconsultant Costs

Subconsultant services shall be billed at cost plus a 10 percent markup. CONSULTANT shall provide a copy of each subconsultant's invoice for which it seeks payment from DISTRICT with any invoice in which such payment is requested.

3. Other Direct Costs

The following categories of costs are eligible for reimbursement, which shall be made at the actual cost to CONSULTANT without any additional mark-up:

a. Reasonable living and traveling expenses of employees when away from home office on business in its prosecution of the Services. CONSULTANT must have prior approval of DISTRICT to be reimbursed for these expenses.

b. Automobile expenses for personal vehicle use, if necessary, at the IRS approved mileage rate.

c. Reproduction of drawings and specifications by CONSULTANT as required under this Agreement, at rates prevailing in this community for bulk reproduction or at other reasonable rates approved by DISTRICT.

d. Special overnight delivery or messenger services.

Payments to CONSULTANT for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and CONSULTANT has submitted substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred.

EXHIBIT B-1

Time and Materials Services and Direct Costs

The services listed above, as well as any other ad hoc work requested by the District, will be invoiced according to the Hourly – Standard rates below.

	Hourly - Standard	Hourly - Retainer
Principal	\$370	\$295
Director	\$255	\$215
Art/Creative Director	\$255	\$215
Senior Business Analyst	\$195	\$165
Business Analyst	\$140	\$115
Junior Business Analyst	\$115	\$95
Senior Videographer/Animator	\$195	\$165
Senior Photographer	\$170	\$145
Videographer/Photographer	\$130	\$110
Junior Videographer/Photographer	\$110	\$95
Senior Graphic Designer	\$185	\$155
Graphic Designer	\$130	\$110
Junior Graphic Designer	\$110	\$95
Web Developer	\$195	\$175
Junior Web Developer	\$110	\$95
Drone Operator	\$195	\$170
Council Chamber A/V Operator	\$110	\$95

Retainer Rates

Retainer Rates are available to the EPC Water District if it decides to engage Tripepi Smith on a retainer of \$7,150 or more a month.

Billing

Time at Tripepi Smith is billed in 15-minute increments – i.e., we invoice our time in the following examples: 1.25, 0.75, 4.0 or 6.5 hours. Fixed (One-Time) deliverables are billed on a previously agreed-upon payment schedule. Terms are net 30 days. Retainer Billing is sent out on the 15th of the month.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by five percent (5%) or the national BLS Consumer Price Index — whichever is higher — each year on the anniversary of the contract, starting on the first anniversary of any contract when the contract duration is longer than one year. Otherwise, new rates will be negotiated with each new contract renewal period.

Other Costs

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 our engagement that we want to tell you about.

Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the District for any requested travel. Travel costs to be covered are for airfare, lodging and car rental. If Tripepi Smith is requested to be onsite, we will invoice for travel time at half rate of the resource's Standard Hourly Rate.

Equipment Costs

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

	Half Day	Full Day
Video Equipment	\$400	\$600
Drone Equipment	N/A	\$500

- Six-hundred dollars (\$600) for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting four (4) or more hours.
- Four-hundred dollars (\$400) for a half day of video equipment use. Half day is defined as anything under four (4) hours of video production. All such expenses will be authorized by the District prior to fee being assessed.
- Five-hundred dollars (\$500) per day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Service Fees

	Client Pays Directly	Client Reimburses TS
Print costs, digital advertising, media placement, voiceover/captions	No Fees	10%

Typically, Tripepi Smith prefers to have service providers bill the client directly to avoid additional administrative costs and because we have no economic interest in the service provider selection. If Tripepi Smith is asked to pay the bill for the client, we will apply a ten percent (10%) agency fee to the reimbursement expense. Typical services include, but are not limited to:

- **Print Costs:** 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.
- **Digital Advertising:** 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.
- **Media Placement:** Tripepi Smith can help liaise on behalf of the District for advertising space within various mediums, such as newspapers, magazine or websites.
- **Voiceover, Translation and Closed Caption Fees:** Tripepi Smith occasionally uses third-party resources to record voiceovers for videos, generate closed captions for videos, and for non-English language translations.

Tripepi Smith Partnerships

Tripepi Smith has financial interest in certain related entities. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing. Partnerships include:

PublicCEO

- digital news about public affairs, reaching over 10,000 California government executives
<https://www.publicceo.com>

Civic Business Journal

- digital interest stories about the people in local government
<https://www.civicbusinessjournal.com>

FlashVote

- planning, implementing, measuring civic surveys
<https://www.flashvote.com>

TS Talent Solutions

- talent search services for local government and related agencies
<https://tstalentsolutions.com>