

## **FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL COMMUNICATION CONSULTATION SERVICES**

This First Amendment to that certain Agreement for Professional Communication Consultant Services dated August 17, 2023, by and between the City of Paramount, a municipal corporation in Los Angeles County ("CITY") and Tripepi Smith & Associates, a licensed California firm ("CONSULTANT"). Amendment No. 1 shall be effective as of the date of execution by all Parties.

### **RECITALS**

**WHEREAS**, City now has determined that there are additional tasks needed of consultant in addition to those contemplated at the time the Agreement was executed; and

**WHEREAS**, such additional tasks require an increase in the compensation set out in the Agreement; and

**WHEREAS**, Section 8 of the Agreement provides that the Agreement shall be amended in writing to increase the compensation; and

**WHEREAS**, the City recognizes that it is efficient and prudent to provide for the City Manager to execute change orders for additional services and compensation as set out in this Amendment.

### **NOW, THEREFORE, BE IT RESOLVED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

A) Section 2 (a) of the Agreement, "Compensation" shall be amended to read as follows:

- (a) Is hereby amended so that CITY agrees to pay CONSULTANT an additional \$42,000 in full compensation for all additional services performed in year 1, as outlined in Exhibit A. The balance of services not completed in year 1 shall be carried over and completed in year 2.

In addition, throughout the remaining term of this Agreement, when there is a need for additional services as set out in a written change order between the City and Consultant, the City Manager may approve additional compensation for such additional services in an amount not to exceed \$25,000 per year or ten (10) percent of the total contract sum for that year, whichever is less. Each such change order shall be attached to this Agreement as an addition to Exhibit "A."

B) Full Force and Effect. Except as herein modified, all other provisions of the AGREEMENT dated August 17, 2023, and amended on July 9, 2024 shall remain unmodified and continue in full force and effect.

(C) Counterparts. This AMENDMENT may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one instrument. A facsimile signature shall be deemed an original signature.

IN WITNESS HEREOF, the CITY and CONTRACTOR have executed this AGREEMENT as of the date first herein above set forth.

**CITY OF PARAMOUNT**

**TRIPEPI SMITH**

By: \_\_\_\_\_  
John Moreno, City Manager

By: \_\_\_\_\_  
Ryder Todd Smith, President

ATTEST:

By: \_\_\_\_\_  
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John E. Cavanaugh, City Attorney

**Exhibit A**

## Additional Scope of Work

### 1. Budget at a Glance- Cost not to exceed \$7,000

#### **Budget At A Glance**

Tripepi Smith will develop an updated Budget At A Glance for the City of Paramount, equipping the City with an invaluable tool to engage with the community regarding the City's strategic goals, expenditures and funding sources. To produce this easy-to-digest document, the Tripepi Smith team will meet and coordinate with City staff to gather budget data and information. Tripepi Smith's graphic design experts will then update and refresh the format to ensure a visually appealing look and feel.

Our cost estimate below is based upon an 8-page document (including 6 pages of content and a front and back cover) and up to 3 rounds of City edits to the draft.

### 2. Business License Tax Education and Outreach- Cost not to exceed \$35,000

#### **Business License Tax – Education and Outreach**

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Our first step at the beginning of the engagement will be a kickoff meeting with all parties to accomplish several goals:

1. Introduce stakeholders and project leads and develop an outreach strategy
2. Review our projected timeline
3. Review key dates from the LA County Registrar-Recorder/County Clerk
4. Review our content collaboration process
5. Identify possible dates for public outreach meetings should the City wish
6. Identify requirements for ballot materials

Our typical approach to crafting language for ballot measure education & outreach is to "measure twice, cut once": we work with key stakeholders (especially legal counsel) to produce approved written language upfront. Any external-facing content, whatever the medium, will only use that language. This allows us to streamline the design of various deliverables so the only new information for stakeholders to review is the look and feel, versus also having to re-evaluate the written text. This gives us the most flexibility to speed up the outreach/education process as necessary, ensuring voters have all the facts they need well before an election.

Potential work may include the following types of activities:

- Weekly check in calls separate from our existing retainer calls
- Collaboration with the polling firm to review data and results
- Insight on ballot measure language
- Tracking actions items and timeline on key steps in ballot process
- Development of one information mailer
- Development of two digital advertisements
- Development of one two-sided flyer about the measure
- Setting up a friendly-URL for easier information sharing
- Writing content for the website
- Ten social media posts on the subject above and beyond existing retainer scope of work
- Three press releases (possible triggers: survey results, resolution vote, election outcome)
- Financial Primer development to educate public on general city budget and finances
- Reasonable other duties as assigned