

## CITY OF SAN PABLO AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT ("**Agreement**"), effective the 3<sup>rd</sup> day of March, 2025 ("**Effective Date**"), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, ("**City**"), and Tripepi, Smith & Associates, Inc., a California corporation, ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

### RECITALS

WHEREAS, the City desires to engage a consultant to provide marketing and branding services to the City ("**Services**") as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City's best interest and will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

### TERMS AND CONDITIONS

#### (1) Scope of Services.

A. **Scope of Services.** Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City's Request for Proposals, dated August 8, 2024 and any addenda thereto ("**RFP**"), attached as **Exhibit A** and incorporated herein, and the scope of services set forth in Consultant's proposal dated September 30, 2024, as amended per mutual agreement dated January 14, 2025, attached as **Exhibit B-1** and **Exhibit B-2** respectively (collectively, "**Proposal**"), and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services ("**Additional Services**") subject to prior written authorization by the City, as further specified below in Section (3), "Additional Services."

B. **Quality of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee ("**City Manager**"). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's

acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. **COVID-19 Pandemic.** All City of San Pablo programs and services must be in compliance with current health orders issued by Contra Costa County Health Services. Consultant shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to comply with all City's current COVID policies on-site as they may be amended from time to time.

D. **Time is of the Essence.** In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."

E. **Primary Service Provider.** The City has approved of the Core Project Team members identified in the Proposal as the primary provider(s) of the Services upon the effective date of this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

F. **Labor Code Compliance.** If the Services are "public works" services as defined in Labor Code section 1720 et seq. and the Agreement is for an amount greater than \$1,000, the Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Consultant must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

1. **Prevailing Wages:** Each worker performing Services under this Agreement that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant and any subconsultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
2. **Working Day:** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Consultant or any subconsultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the scope of services or authorized in writing by City.
3. **Payroll Records:** Consultant and its subconsultants must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant and its subconsultants must certify

under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Agreement is for an amount under \$25,000, Consultant must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

4. **Apprentices:** If the amount of the Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
5. **DIR Monitoring, Enforcement, and Registration:** The Services are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Consultant and any subconsultants must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Agreement is for an amount under \$25,000.

**(2) Compensation.** As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **One Hundred Fifty Thousand Dollars (\$150,000)**.

The payment schedule would be billed monthly on a Time & Materials basis. Time & Materials work is billed in 15-minute increments at the end of the month in which work is done. Billing includes descriptions of work done, categorized by sub-task.

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

**(3) Additional Services.** In addition to the Services included in Section (1), "Scope of Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (25), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

(4) **Effective Date and Term.** The term of this Agreement (“**Term**”) begins on the Effective Date set forth above, and expires on **June 30, 2026**. If the Term expires later than the end of the City’s fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City’s lawful encumbrance or appropriation of new funds for the Agreement.

(5) **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

<u>Subconsultant/Subcontractor Name</u>	<u>Subconsultant/Subcontractor Services</u>
<u>None</u>	<u>None</u>

(6) **Independent Contractor Status.** It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City’s objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant’s services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

(7) **Billings.** Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant’s signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

(8) **Advice and Status Reporting.** Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide

the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

**(9) Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (9) will survive expiration of the Term or termination of the Agreement.

**(10) Written Reports and Documents.** In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

**(11) Record and Fiscal Control System.** Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

**(12) Access to Records; Audits.** The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

**(13) Consultant's Testimony.** Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (13) will survive expiration of the Term or termination of the Agreement.

(14) **Assignment of Personnel.** Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. **Policies and Limits.** Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

1. **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. General aggregate limit shall be twice the required occurrence limit. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
2. **Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
3. **Workers' Compensation Insurance and Employer's Liability:** If the Consultant has employees, the policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services

provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions apply if the professional liability policy is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
- b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

B. **Required Endorsements.** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.

1. **Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
  - a. The City, its officers, officials, employees, and volunteers ("**Additional Insureds**") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
  - b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
  - c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.

- d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.
  - e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.
2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least thirty (30) days written notice to the City, unless due to non-payment of premiums, in which case ten (10) days written notice is required.
3. **Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. **Subconsultants or Subcontractors.** Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

(16) **Indemnification.** The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are not “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant are “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement 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 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, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

B. **Indemnification by Design Professionals.** Consistent with California Civil Code section 2782.8 ("**section 2782.8**"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8,

Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement 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 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, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

**(17) Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the Term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

**(18) Employment Practices.**

- A. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("**EDC**") at [info@sanpabloedc.org](mailto:info@sanpabloedc.org) or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "**Local Resident**" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of

San Pablo as of the relevant hiring date, with “domiciled” as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

- B. **Compliance With Law.** Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (“ADA”) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

(19) **Local Subcontracting – Outreach.** Consultant shall contact the EDC at [info@sanpabloedc.org](mailto:info@sanpabloedc.org) or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

(20) **Termination.**

A. **Termination for Convenience.** City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (37), “Notices.” The Agreement shall be terminated upon the date set forth in the City’s Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. **Termination for Cause.** City may terminate this Agreement for cause by providing Consultant with one day’s written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City’s discretion and at City’s option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this

Agreement, within seven days after receipt of the notice of such default. Upon City's termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

**(21) Ownership of Materials.** Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

**(22) Amendments.** This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

**(23) Abandonment by Consultant.** In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

**(24) Waiver.** The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

**(25) No Third-Party Rights.** The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

**(26) Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, 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, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(27) **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(28) **Controlling Law and Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

(29) **Breach.** In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either Party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(30) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City have the right to inspect Consultant's performance of the Services, files, and work product.

(31) **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(32) **Copyright.** Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

(33) **Whole Agreement.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

(34) **Authority of Parties.** Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

(35) **Counterparts.** This Agreement may be executed in duplicate counterparts.

(36) **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

(37) **Notices.** Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Tripepi, Smith & Associates, Inc.  
Attn: Ryder Todd Smith  
PO Box 52152  
Irvine, CA 92619

To the City: City Manager, City of San Pablo  
San Pablo City Hall  
1000 Gateway Avenue  
San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(38) **Federal Funding Requirements (if applicable).** If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.327, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

☐ This Agreement is subject to federal funding. See Exhibit C.

☒ This Agreement is not subject to federal funding.

(39) **Caltrans Funding Requirements (if applicable).** If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual ("LAPM"), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

☐ This Agreement is subject to funding by Caltrans. See Exhibit D.

☒ This Agreement is not subject to funding by Caltrans.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

**APPROVED AS TO FORM:**

**CITY OF SAN PABLO**

A Municipal Corporation

By \_\_\_\_\_  
Brian P. Hickey, City Attorney

By \_\_\_\_\_  
Matt Rodriguez, City Manager

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

**TRIPEPI, SMITH & ASSOCIATES, INC.**

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

Date signed: \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Dorothy Gantt, City Clerk

Date signed: \_\_\_\_\_

Attachments:	Exhibit A:	Request for Proposals, dated August 8, 2024
	Exhibit B-1:	Consultant's Proposal, dated September 30, 2024
	Exhibit B-2:	Consultant's Amended Proposal, dated January 14, 2025

**Exhibit A**  
**City's Request for Proposals Dated August 8, 2024**



**CITY<sup>OF</sup> SAN PABLO**

*City of New Directions*

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**

City of San Pablo  
Economic Development Branding  
and Marketing Strategy

August 8, 2024

**PROPOSALS DUE: September 30, 2024**

The City of San Pablo ("City") invites qualified firms, partnerships, corporations, associations, persons or professional organizations (collectively, "Respondents") to respond to this Request for Qualifications and Proposal ("RFQ/RFP") to develop the City's Economic Development brand identity, a marketing strategy and placemaking plan, and provide marketing and branding services for the City.

Interested Respondents are invited to submit their proposals in response to this RFQ/RFP as described below, with one (1) electronic copy on a USB drive, and three (3) bound copies of requested materials addressed to:

**City of San Pablo  
Attention: City Clerk's Office  
1000 Gateway Avenue  
San Pablo, CA 94806**

**All responses must be received by September 30, 2024 not later than 4:00 p.m.**

Proposals will not be accepted after the deadline.

This RFQ/RFP is not a formal request for bids or an offer by the City to contract with any party responding to this RFQ/RFP. The City reserves the right to reject any and all responses. The City also reserves the right to amend this RFQ/RFP as necessary. All materials submitted to the City in response to this RFQ/RFP will remain the property of the City. Respondents are solely responsible for all costs incurred in responding to this RFQ/RFP.

## ABOUT SAN PABLO



San Pablo is located in West Contra Costa County off Interstate 80, minutes away from the Bay Area cultural centers of Berkeley, Oakland and San Francisco. Interstate 80 is the principal arterial route between the Bay Area and Sacramento. The City of San Pablo is nestled between the cities of Pinole and Richmond and by the neighboring cities of El Cerrito and Hercules. Historically one of the oldest Spanish settlements in the region, San Pablo has become a thriving residential and business community with a population of about 30,000 in an area of approximately two and one-half (2.5) square miles.

San Pablo is located less than 40 minutes away from international airports in Oakland and San Francisco. Access to the Bay Area Rapid Transit (BART) system and Amtrak passenger train service is closely located in the vicinity. AC Transit bus line service includes San Pablo in its route from Fremont to Pinole. Containerized shipping, ports and railway access are located in Richmond and Oakland. The City's Rumrill Boulevard serves as a major commercial/light industrial corridor and San Pablo Avenue is a major regional arterial in the East Bay region. Both corridors are both designated as major Priority Development Areas (PDAs) undergoing significant infrastructure and traffic improvement planning.

More importantly, San Pablo's diverse and multi-cultural community, housing affordability, and access to the entire Bay Area region are noted highlights of this small, urbanized Bay Area community. Currently, according to 2010 U.S. Census

figures data, San Pablo has a population of nearly 63% between the ages of 18 and 64 years, with a significant population of nearly 28.3% under the age of 18 years.

(Source: <http://www.bayareacensus.ca.gov/cities/SanPablo.htm>).

## **PROJECT DESCRIPTION, OBJECTIVES AND BACKGROUND**

*Project Description:* The City is seeking a qualified consultant (“Consultant”) to establish a brand and marketing strategy and placemaking plan and provide municipal marketing and branding functions.

As part of the City’s Economic Development Strategy, the City is interested in creating a brand and marketing strategy that establishes a clear identity that will resonate with the community. The consultant shall lead all aspects of the City community marketing and branding initiatives, including the following:

1. Review and assess the City’s current marketing and branding efforts.
2. Provide a summary of municipalities advantages in branding and marketing and recommendations to enhance the City’s competitive edge.
3. Create branding for the City and for the Economic Development Department.
4. Prepare a Communication Plan that includes preparation of press releases, social media posts, paid advertisements to market San Pablo in print and electronic media (local, state, national, and international audiences), and preparation of various newsletters, brochures, targeted industry brochures, opportunity sites brochures, annual reports, summary flyers, among other requests.
  - a. Consultant shall design and disseminate content on the City’s behalf at the City’s direction.
  - b. Consultant shall provide data of effectiveness of marketing plan
  - c. Consultant shall provide design services as needed to ensure consistency with our marketing and branding efforts.
5. Provide recommendations for promotional materials.
6. Provide on-going marketing and advertising services.

## TASKS AND DELIVERABLES

The City is seeking an effective, efficient and creative approach to providing the deliverables below and meeting the City's goals for this project. Respondents to this RFQ/RFP shall provide a proposed detailed work plan and schedule, and then a final work plan and schedule will be negotiated with the selected consultant team.

### DELIVERABLES:

Deliverables shall include:

- Kick-off meeting with City staff to confirm key responsibilities, scope of work, schedule, and project goals.
- Monthly reports outlining significant meetings, discussions, actions, and results.
- Draft Brand and Marketing Strategy and Placemaking Plan and present to the Economic Development, Housing & Project Management Standing Committee and City Council.
- Brand and Marketing Strategy and Placemaking Plan to include the following:
  - Brand execution plan
  - Identification of core audiences
  - Identification of needed marketing tools, public relations campaign strategies, and communication channels
  - Placemaking/advertising strategy
  - Advertising budget recommendation
- Branding Toolkit, including the following:
  - Brand statement and messaging
  - Brand tagline, communications, brand values, brand positioning, brand insights
  - Brand color palette and font styles
  - Implementation plan for brand identity application and brand identity maintenance plan
  - Logo for City (if changed)
    - Style manual and guidelines for use and capability of use in the following: print and electronic advertising, media placement, public relations, events, templates, implementation plan, etc.
  - Sample Advertisement/flyer layouts
  - Street and digital banner designs
  - Brochure design templates to include a variety of guides, including visitor guides, recruitment packets, etc.
  - Wayfinding signage

- Original content for social media platforms to include content created for the specifications of each platform with multiple versions of the content made to the format, time length, and specification best suited for each channel.
- Photography to include both San Pablo-specific and stock imagery.
- Full design and dissemination of special projects to include various newsletters, brochures, targeted industry brochures, opportunity sites brochures, the City's Annual Report, and one-page graphics/designs, among other printed and digital designs as requested.
- Final designs must also be provided as raw vectors and working files using Adobe Creative Cloud (InDesign, Illustrator, and Photoshop).

The City reserves the right to request and/or require additional services determined necessary to carry out the project during the course of the contract.

## **BUDGET**

Please submit a proposed cost for the tasks. Include billable hours and reimbursables, detailing a breakdown of the proposed budget by task, employee classification, billing rate and estimated hours per task. The Consultant will be supported by the City Manager's Office Department staff. The final budget and work plan will be negotiated with the selected consultant team.

## **QUESTIONS AND CLARIFICATIONS**

Questions pertaining to this RFQ/RFP should be sent by email to [elizabethl@sanpabloca.gov](mailto:elizabethl@sanpabloca.gov) no later than 5:00 p.m. PST on August 22, 2024. Email responses to inquiries will be posted on the City website no later than August 29, 2024.

## PROPOSAL REQUIREMENTS

Each proposal should include, at a minimum, the following items:

Transmittal Letter – Include contact information (physical address, telephone, email address) for the primary person responsible for your proposal who will be the point of contact for the City on all correspondence and communications pertaining to this RFQ/RFP. State whether any addendums to this RFQ/RFP have been received by your firm and whether consideration of their content has been included in your proposal.

Statement of Project Understanding – Provide a detailed discussion of your understanding of the nature of the work, project goals and final products especially as it pertains specifically to the City of San Pablo.

Statement of Experience and Qualifications – Present the qualifications and experience of the proposed key staff and any support staff proposed for the projects. Include descriptions of the projects undertaken by your proposed Project Manager(s) and team within the last five years that are similar in nature to this project, particularly those completed in communities similar to San Pablo and with similar goals and deliverables.

Consultant's Work Plan – Explain in detail your proposed work plan, including all anticipated tasks, along with any supplemental tasks you deem necessary for successful completion of this project.

Schedule - Include a schedule for the work plan and proposed project completion date.

Fee Schedule - Provide a proposed cost. Include billable hours and reimbursables, detailing a breakdown of the proposed budget by task, employee classification, billing rate and estimated hours per task.

References – Provide three recent public agency references for your proposed Project Manager(s) include names, addresses and telephone numbers.

Additional- Feel free to submit additional materials which you feel necessary to provide a complete profile of your company and proposal as it relates to this RFQ/RFP.

## SELECTION PROCESS AND REQUIREMENTS

The selection committee will consist of City staff. Proposals will be evaluated based upon the following criteria:

Statement of Project Understanding	10%
Statement of Experience and Qualifications	15%
Consultant's Proposed Project Team	15%
Consultant's Work Plan	25%
Final Plan & Implementation Tools	15%
Proposed Price	20%

Contract award will be made to the team that best matches City goals and reflects the understanding of the City, based on evaluation criteria outlined above as determined through both the proposal and interview. The selection committee will rank proposals and may invite the top-ranking consultant teams to an interview. The top team will be invited to finalize a final Agreement and Work Plan with the City.

**The successful consultant will be required to execute a Consultant Services Agreement with the City and meet the insurance requirements therein. A template of the City Consultant Services Agreement is shown in Exhibit A. Any requested deviations from these terms must be set forth in the proposal or the proposer shall be deemed to have accepted the terms of the Agreement.**

## **PROPOSAL AND PROJECT TIMELINE**

Release of RFQ/RFP	August 8, 2024
Final Questions Due	August 22, 2024
Proposals Due	September 30, 2024
Short List Notification	To be determined
Interviews	To be determined
Anticipated Council Award	To be determined

**Consultant questions pertaining to this RFQ/RFP shall be submitted no later than 4:00 p.m., August 22, 2024 by email to [elizabethl@sanpabloca.gov](mailto:elizabethl@sanpabloca.gov).** Responses to questions submitted within the specified time period will be answered by addendum, which will be posted on the City bid website. Consultant shall identify receipt of all addenda in their Transmittal Letter.

## **ATTACHMENTS**

Exhibit A: Template Consultant Services Agreement

**CITY OF SAN PABLO**  
**AGREEMENT FOR CONSULTING SERVICES**

Project No. [REDACTED] / Agreement No. [REDACTED]

THIS AGREEMENT ("**Agreement**"), effective the [REDACTED] day of [REDACTED], 20[REDACTED] ("**Effective Date**"), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, ("**City**"), and [REDACTED], a [REDACTED], ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

**RECITALS**

WHEREAS, the City desires to engage a consultant to provide [REDACTED] services to the City ("**Services**") as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City's best interest and will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

**TERMS AND CONDITIONS**

**(1) Scope of Services.**

A. **Scope of Services.** Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City's Request for Proposals, dated [REDACTED] and any addenda thereto ("**RFP**"), attached as **Exhibit A** and incorporated herein, and the scope of services set forth in Consultant's proposal dated [REDACTED] ("**Proposal**"), attached as **Exhibit B** and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services ("**Additional Services**") subject to prior written authorization by the City, as further specified below in Section (3), "Additional Services."

B. **Quality of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee ("**City Manager**"). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's

acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. **COVID-19 Pandemic.** All City of San Pablo programs and services must be in compliance with current health orders issued by Contra Costa County Health Services. Consultant shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to comply with all City's current COVID policies on-site as they may be amended from time to time.

D. **Time is of the Essence.** In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."

E. **Primary Service Provider.** The City has approved of [REDACTED] as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

F. **Labor Code Compliance.** If the Services are "public works" services as defined in Labor Code section 1720 et seq. and the Agreement is for an amount greater than \$1,000, the Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Consultant must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

1. **Prevailing Wages:** Each worker performing Services under this Agreement that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant and any subconsultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
2. **Working Day:** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Consultant or any subconsultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the scope of services or authorized in writing by City.
3. **Payroll Records:** Consultant and its subconsultants must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant and its subconsultants must certify under penalty of perjury that the information in the record is true and correct, and

that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Agreement is for an amount under \$25,000, Consultant must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

4. **Apprentices:** If the amount of the Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
5. **DIR Monitoring, Enforcement, and Registration:** The Services are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Consultant and any subconsultants must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Agreement is for an amount under \$25,000.

(2) **Compensation.** As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed \_\_\_\_\_ Dollars <write out amount> (\$ \_\_\_\_\_) as follows:

*<Indicate any special payment arrangement, if applicable, e.g., hourly rates.>*

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

(3) **Additional Services.** In addition to the Services included in Section (1), "Scope of Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (25), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

(4) **Effective Date and Term.** The term of this Agreement ("Term") begins on the Effective Date set forth above, and expires on \_\_\_\_\_. If the Term expires later than the end of

the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement.

(5) **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

<u>Subconsultant/Subcontractor Name</u>	<u>Subconsultant/Subcontractor Services</u>

(6) **Independent Contractor Status.** It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

(7) **Billings.** Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant's signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

(8) **Advice and Status Reporting.** Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services

provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

(9) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (9) will survive expiration of the Term or termination of the Agreement.

(10) **Written Reports and Documents.** In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(11) **Record and Fiscal Control System.** Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(12) **Access to Records; Audits.** The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(13) **Consultant's Testimony.** Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (13) will survive expiration of the Term or termination of the Agreement.

(14) **Assignment of Personnel.** Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the

Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

**(15) Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. **Policies and Limits.** Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

1. **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. General aggregate limit shall be twice the required occurrence limit. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
2. **Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
3. **Workers' Compensation Insurance and Employer's Liability:** If the Consultant has employees, the policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions

apply if the professional liability policy is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
- b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

B. **Required Endorsements.** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.

1. **Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees, and volunteers ("**Additional Insureds**") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
- b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
- c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
- d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.

- e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.
- 2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least thirty (30) days written notice to the City, unless due to non-payment of premiums, in which case ten (10) days written notice is required.
- 3. **Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. **Subconsultants or Subcontractors.** Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

(16) **Indemnification.** The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are not “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant are are “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees,

agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement 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 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, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

**B. Indemnification by Design Professionals.** Consistent with California Civil Code section 2782.8 ("**section 2782.8**"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants

or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement 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 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, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

**(17) Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the Term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

**(18) Employment Practices.**

A. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("**EDC**") at [info@sanpabloedc.org](mailto:info@sanpabloedc.org) or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "**Local Resident**" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

B. **Compliance With Law.** Consultant represents that it is an Equal Opportunity

Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (“ADA”) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

**(19) Local Subcontracting – Outreach.** Consultant shall contact the EDC at [info@sanpabloedc.org](mailto:info@sanpabloedc.org) or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

**(20) Termination.**

A. Termination for Convenience. City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (37), “Notices.” The Agreement shall be terminated upon the date set forth in the City’s Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this Agreement for cause by providing Consultant with one day’s written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City’s discretion and at City’s option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City’s termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(21) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(22) Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

(23) Abandonment by Consultant. In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

(24) Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

(25) No Third-Party Rights. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

(26) Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, 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, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(27) Compliance with Laws. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(28) **Controlling Law and Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

(29) **Breach.** In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either Party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(30) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City have the right to inspect Consultant's performance of the Services, files, and work product.

(31) **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(32) **Copyright.** Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

(33) **Whole Agreement.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

(34) **Authority of Parties.** Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

(35) **Counterparts.** This Agreement may be executed in duplicate counterparts.

(36) **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

(37) **Notices.** Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant:                       
Name, Title  
\_\_\_\_\_  
Address

To the City: City Manager, City of San Pablo  
San Pablo City Hall  
1000 Gateway Avenue  
San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(38) **Federal Funding Requirements (if applicable).** If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.327, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

[Indicate whether the Agreement is subject to federal funding by marking the appropriate provision below.]

\_\_\_ This Agreement is subject to federal funding. See Exhibit C.  
\_\_\_ This Agreement is not subject to federal funding.

(39) **Caltrans Funding Requirements (if applicable).** If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual (“LAPM”), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

[Indicate whether the Agreement is subject to reimbursement or funding by Caltrans by marking the appropriate provision below. Be sure to check the **current** LAPM requirements.]

\_\_\_ This Agreement is subject to funding by Caltrans. See Exhibit D.  
\_\_\_ This Agreement is not subject to funding by Caltrans.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

**APPROVED AS TO FORM:**

**CITY OF SAN PABLO**

A Municipal Corporation

By \_\_\_\_\_  
Brian P. Hickey, City Attorney

By \_\_\_\_\_  
Matt Rodriguez, City Manager

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

**[NAME OF CONSULTANT]**

By \_\_\_\_\_  
Consultant, **[Title]**

Date signed: \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Dorothy Gantt, City Clerk

Date signed: \_\_\_\_\_

Attachments:     Exhibit A: Request for Proposals, dated \_\_\_\_\_  
                         Exhibit B: Consultant's Proposal, dated \_\_\_\_\_  
                         Exhibit C (if applicable): Federal Contract Provisions  
                         Exhibit D (if applicable): Mandatory Fiscal and Federal Provisions for  
                         Architectural and Engineering Consultant Contracts Subject to Caltrans  
                         Funding



## **ADDENDUM #1**

**Issued August 13, 2024**

### **CITY OF SAN PABLO REQUEST FOR QUALIFICATION / REQUEST FOR PROPOSALS FOR ECONOMIC DEVELOPMENT BRANDING AND MARKETING STRATEGY**

#### **MODIFICATION TO QUESTIONS AND CLARIFICATIONS SECTION:**

1. Reference: **Questions and Clarifications, page 5**

Section should read as follows:

*Questions pertaining to this RFQ/RFP should be sent by email to [elizabethl@sanpabloca.gov](mailto:elizabethl@sanpabloca.gov) no later than 4:00 p.m. PST on August 22, 2024. Responses to questions will be answered by addendum, which will be posted on the City bid website, via Planet Bids no later than August 29, 2024.*

**End of Addendum**



## **ADDENDUM #2**

**Issued August 29, 2024**

### **CITY OF SAN PABLO REQUEST FOR QUALIFICATION / REQUEST FOR PROPOSALS FOR ECONOMIC DEVELOPMENT BRANDING AND MARKETING STRATEGY**

#### **ADDITIONAL DOCUMENT**

The City has added the San Pablo Economic Development Strategy under the documents tab in Planet Bids for context/reference.

#### **QUESTIONS AND ANSWERS**

1. Does the City of San Pablo have an existing image library of San Pablo-specific imagery?
  - a. The City does currently have a library of existing photos to use for marketing. The City is open to adding more to its image library given the marketing plan.
2. For the purposes of planning an accurate budget, please provide the anticipated quantity of unique designs for each of the following:
  - a. Sample advertisement/flyer layouts
  - b. Street and digital banner designs (# of each)
  - c. Brochure design templates to include a variety of guides, including visitor guides, recruitment packets, etc (include anticipated # of pages, please)
  - d. Original content for social media platforms (quantity of unique posts)
  - e. Please specify what you are requesting an estimate for under the "special projects" bullet - ("newsletters, brochures, targeted industry brochures, opportunity sites brochures, the City's Annual Report and one-

page graphics/designs”) *E.g. Specific quantities and pages associated with each requested deliverable.*

- a. The City will defer to individual proposals for determining the level of designs required to adequately recommend marketing and branding program or activities for the City to consider.
3. What percentage of the fee schedule and proposed budget would the City want to allocate towards paid advertising efforts?
  - a. The budget for advertising would be separate from the budget of this RFQ/RFP. The City would like the consultant to recommend a budget needed for advertising.
4. What is the term of this contract? This information is necessary to determine a schedule for the workplan.
  - a. The initial term of the contract would be for 1 year, with the possibility of multi-year extension based on mutually agreed scope of services, and once agreement is nearing expiration commensurate with available budgetary resources as determined by the City.
5. Is there an anticipated budget the City is looking to spend on this effort?
  - a. The City would like the consultant to recommend a program budget needed for advertising or marketing efforts for the City to consider.
6. If no budget is provided, can the City provide more detail on how many of each of these deliverables will be required?
  - o Ads/flyers
  - o Street and digital banner designs
  - o Brochure design templates
  - o Guides (visitor, recruitment)
  - o Wayfinding signage
  - a. The City would like the consultant to recommend a program budget needed for advertising or marketing efforts for the City to consider. No capital expenses will be included in this agreement with a potential consultant.
7. What social media platforms are currently used?
  - a. Facebook, Instagram, LinkedIn are the social medias currently used. The City also updates the City website regularly and its Soofa signs (digital displays).
8. Will the city be posting to social, and only require content from a bidder, or will there be posting, analytics, engagement required?
  - a. The City currently uses an existing third-party consultant on contract for all City media and social media network posts and releases.

9. How many “special projects” does the city anticipate and/or how many of each of these deliverables are anticipated?
- Newsletters
  - Brochures
  - Annual report
  - One page graphics/designs
- a. Please refer to question 2.
10. Will printing be required by the bidders, or will the City handle printing of materials?
- a. The City will handle the printing of materials.
11. Is there a small business preference?
- a. The City does not have a specific preference.
12. Is there a local preference?
- a. The City does not have a specific preference.
13. For San Pablo-specific photography, does the City anticipate the contractor taking new photos within San Pablo, or sourcing stock photos of San Pablo?
- a. Please refer to question 1.
14. The RFQ/RFP asks for a schedule with proposed completion date and the fee schedule asks for budgets by task, but some of the tasks are listed as on-going. How would the City like proposers to address this?
- a. For the tasks listed as ongoing, the consultant can list as “on-going” and separate from the overall completion schedule. For the fee schedule, the on-going services can be listed as a set hourly rate for deliverables/tasks or flat rates for deliverables/tasks upon completion.
15. The RFQ/RFP indicates the consultant is “to establish a...placemaking plan and provide municipal marketing and branding functions.” Does the City have a consultant that the successful proposer would be working with that is currently involved in the design and the City is looking for a firm to promote it, or is the City looking for a team to develop and facilitate a placemaking plan?
- a. The City is looking for a team to develop and facilitate a placemaking plan. With “placemaking plan,” the City means a plan of where and what locations to place advertising/marketing materials or mediums that would be most effective/successful.
16. Would the City consider adding a mutual termination clause to its agreement for consulting services?
- a. The City’s standard consultant services agreement does not include a mutual termination clause.

17. The RFP mentions wanting to enhance the City's competitive edge. Can you summarize the City's current differentiators?
- a. The City's location is a "sweet spot" between major East Bay cities and provides excellent proximity to major airports, logistic hubs, and world-renowned universities. The City's investments in infrastructure, public facilities and amenities have improved quality of life. City's increased investment in public safety has had a positive impact as well. It has elite high school offering with Middle College and private Salesian High School and is home to Contra Costa College (community college). Additionally, since 1999, the City hosts the San Pablo Lytton Casino which attracts many visitors to San Pablo as the only Native American owned/operated casino in the SF East Bay region.
18. Can you share some aspirational benchmarks -- either other cities/municipalities, or other sources of inspiration related to branding + marketing?
- a. Inspiration of another municipality:  
City of Camarillo – Its Economic Development team developed Choose Camarillo, an economic development website, video, and marketing program that showcased the city and its opportunities for residents and businesses (website: <https://choosecamarillo.com/>).
19. What are the top three (3) friction points or challenges the City would like alleviated as a result of this engagement?
- a. The City hopes to establish a clear identity that resonates with the community. San Pablo's image/reputation is still tied to conditions that existed decades ago. The City would like to highlight its successful efforts to enhance public safety, embrace diversity, upgrade community facilities, and its commitment to taking proactive measures to support residents and businesses. The City would like to increase awareness among residents and within the business community of City programs and resources. The City currently does not have benchmarks to measure the success of current marketing, so there is no clear indication of what marketing method is successful.
20. How do you plan to evaluate and/or measure the success of this initiative?
- a. The evaluation or measurement of this initiative will not be a component of this professional contract services being sought. The City is open to any recommendations from the consultant on evaluating the City's branding + marketing program efforts as part of this proposal but will not be contracting for these evaluation services at this time.
21. Can you clarify the media outlets, associations and/or partners you currently have relationships with?

- a. The City currently uses an existing third-party consultant on contract for all City media and social media network posts and releases.
22. Can you provide a general overview of COSP's marketing + communications efforts to date? Within the last 12-months?
- a. The City markets programs, events, and news on social media channels and on a weekly City Manager newsletter.
23. Can you outline the City's current library of current creative + brand assets? Does the city have up to date photography and/or video assets?
- a. Please refer to question 1.
24. Can you please clarify the desired engagement length?
- a. A minimum of one (1) year of contract services; with the potential for a multi-year contract term based on mutually agreed upon scope of work and available budgetary resources.
25. Would you consider splitting these efforts into more than one contract? For example, the initial strategy + planning + report-out work could be a scope. Then, implementation of that work could be another scope. Additionally, 'special projects' as noted in the document could also be scoped separately.
- a. The consultant's proposal should outline all aspects of a branding + marketing program or campaign components with the "special projects" component being open for potential scoping by the City.
26. Can you share a general budget range for this initiative? This is especially important for us to understand + be mindful of, per the City's current + forecasted budget circumstances.
- a. Please refer to question 5.
27. Do you have an established budget for wayfinding / signage?
- a. The City would like the consultant to recommend a budget for wayfinding signage.
28. Do you have an established budget for focus groups or consumer feedback?
- a. The City would like the consultant to recommend a budget needed for focus groups and consumer feedback.
29. Do you have an established media or online advertising budget?
- a. Please refer to question 3.
30. Can you clarify the timeline for selecting a vendor + beginning the work? Do you have a targeted 'completion' date for the initial?

- a. The City will defer to the consultant's proposal on a recommended timeline for program implementation which will drive the determination of a mutually agreed upon scope of work and deliverables. The City is open to a multi-year contract term to achieve all potential deliverables depending on available budgetary resources.

31. Are you willing to work with a non-local firm?

- a. Please refer to question 12.

32. Can you clarify who the day-to-day point of contact(s) + their role would be?

- a. The point of contract will be Elizabeth Lopez, Management Analyst, who will be the day-to-day project manager.

33. Has the City worked with a vendor in a similar capacity to this before? If so, what went well and what didn't?

- a. The City has not worked with a consultant in this capacity.

34. One of the major goals of marketing is to change negative perceptions and creating a new position image and identity of San Pablo which includes "targeted improvements", EDS pg 40.

- a. "Targeted improvements" is used as a general term for various improvements outlined in the different focus areas of the City's recently adopted Economic Development Strategy in June 2024.

35. The core work of this initiative is outlined in EDS pg 43, Focus Area 1: Marketing/Image Enhancement but not including the actual recruitment services which would be done by staff (design campaigns, implementation by city)?

- a. Focus Area 1: Marketing/Image Enhancement of the San Pablo Economic Development Strategy outlines the City's positioning/roles in the implementation of that focus area on pgs. 44-46. This Branding and Marketing Strategy RFQ/RFP is one of the action items in this focus area.

36. The reference to placemaking relates to "marketing" placemaking such as design of signage, banners vs. physical improvements such as, building, street, neighborhood designs?

- a. The City is referring to placemaking in terms of marketing such as designing of materials and a plan of where and what locations to place advertising/marketing materials or mediums that would be most

effective/successful. The City is looking for a placemaking plan as part of the brand and marketing strategy.

37. The reference to placemaking

- a. Please refer to question 36.

38. Current Campaigns: Can you provide an overview of your current marketing campaigns? What goals are these campaigns trying to achieve?

- a. The City has not implemented any branding or marketing efforts within the last 15 year period. The City currently only markets programs, events, and news on social media channels and weekly City Manager newsletters.

39. Effectiveness: Which aspects of your current marketing efforts have been most successful? Which areas have underperformed or not met expectations?

- a. To date, the City has not implemented any branding or marketing efforts within the last 15 year period. Hence, the need for this solicitation of these professional services.

40. Current Assets: What existing marketing assets do you have? This could include branding guidelines, media, content libraries, or digital platforms.

- a. The City has photographs it has used for different marketing. The City uses Instagram, Facebook and LinkedIn as social media channels. The City also has Soofa signs (digital displays) at different City sites and access to a local television channel that is quarterly updated with City news.

41. Brand Positioning: How is the City of San Pablo currently positioned in terms of branding? How do you differentiate from neighboring cities?

- a. To date, the City has not implemented any branding or marketing efforts within the last 15 year period. Hence, the need for this solicitation of these professional services.

42. Brand Perception: What is the current public perception of the city's brand? Are there any challenges in how the brand is perceived that need to be addressed?

- a. Please refer to question 19.

43. Target Audience: Who are the primary and secondary target audiences for your brand and marketing campaigns? Have these audiences shifted or evolved recently?
- a. The target audiences of the brand and marketing campaigns are the residents of San Pablo, business owners in San Pablo, and visitors.
44. Strategic Goals: What are the key objectives of your current brand and marketing strategy? How do you measure success in these areas?
- a. The City does not currently have a brand and marketing strategy.
45. Competitive Landscape: How do you see your city's positioning compared to neighboring cities? Are there specific strengths or weaknesses you've identified?
- a. Please refer to question 17. The City's Economic Development Strategy includes a SWOT (strength-weakness-opportunity-threat) summary on pages 10-11.
46. Placemaking Objectives: What are the core objectives of your current placemaking plan? How do these objectives align with your overall branding and marketing strategy?
- a. The City does not have a current placemaking plan.
47. Community Engagement: How has the community been involved in your placemaking efforts? Are there any notable successes or challenges in this area?
- a. The City has had tremendous partnership with the San Pablo Economic Development Corporation which was created in 2011 by the City to enhance local business development and workforce development opportunities in the City. However, there are no formal placemaking efforts that have been undertaken by the City to date. (See SPEDC website here: [www.sanpabloedc.org](http://www.sanpabloedc.org))
48. Placemaking Projects: Can you share details on any current or upcoming placemaking projects? How are these projects expected to impact the city's brand and marketing efforts?
- a. There is no current placemaking projects. Please refer to question 15 for City's placemaking definition.
49. Measurement: How do you measure the success of your placemaking initiatives? What metrics or benchmarks are in place?

- a. There is no current metrics or benchmarks in place to measure success of our placemaking initiatives.

50. Implementation Issues: Have there been any challenges in implementing your brand and marketing strategies or placemaking plans? If so, what were they and how were they addressed?

- a. The City has not undertaken any branding, marketing or placemaking plans or efforts over the last 15 year period. Hence, the need to solicit for these types of services.

51. Resource Allocation: How are resources currently allocated for marketing and placemaking efforts? Are there any constraints or gaps that need to be addressed?

- a. There are currently no specific budgetary resources allocated for specific marketing and placemaking efforts in the City's current adopted budget. Hence, the need to solicit for these types of programs and services to allocate future spending for program implementation with available budgetary resources.

52. Established Budgets: Is there an established budget for creating the brand and marketing strategy, as well as the placemaking plan? Is there a separate budget allocated for the implementation phase?

- a. Please refer to question 5.

53. Budget Timing: Given that the strategy and placemaking plan will inform the marketing plan, should the budget for implementation be determined after these plans are finalized?

- a. The City will defer to the consultant's proposal on these aspects or desire to present a "phasing" of contract services being sought. The City is open to considering this approach.

54. Pain Points: Are there any specific marketing or placemaking challenges that the city has encountered recently that need to be addressed?

- a. Please refer to question 19.

55. Expectations: What are the city's expectations from this RFP in terms of problem-solving and innovation in both branding and placemaking?

- a. It is the City's desire to provide new strategies for branding + marketing efforts to generate additional economic and housing investment opportunities to the City; and to help galvanize local businesses and

residents around new branding or marketing “theme” to benchmark the City as a future destination.

56. Stakeholder Involvement: Who are the key stakeholders that will be involved in the development and approval of the brand and marketing strategy, placemaking plan, and marketing plan?

- a. Ultimate approval the future Plan with branding and marketing strategy, placemaking and marketing program implementation would be approved by the City Council. The key stakeholders in program implementation of such Plan once adopted would be local businesses, City staff, representatives of the San Pablo Economic Development Corporation (SPEDC), other community stakeholders.

57. Previous Collaborations: Have you worked with external branding, marketing, or placemaking firms in the past? If so, what were the outcomes of those collaborations?

- a. The City has not worked with external branding, marketing, or placemaking firms in the past. Detailed marketing materials have been developed by external graphic designers.

58. Is there a vendor portal we should be aligned with in order to comply?

- a. The RFQ/RFP is available through Planet Bids. Consultant may register on Planet Bids to have access to certain documents/alerts. For submittal procedure, please refer to RFQ/RFP document.

59. I could not determine if this would be a new brand only for the Economic Development Department or a rebrand of the city with a primarily focus on Economic Development, could you clarify if this would replace any existing municipal branding?

- a. The City is interested in branding and marketing for the City as a whole and its Economic Development Department. The City is open to seeing options for new municipal branding for the City. The Economic Development Department currently does not have branding.

60. The final budget will be negotiated with the contracted party; however, is there a budget item earmarked for this work that you would be able to share with us?

- a. Please refer to question 5.

61. Is there any local preference for respondents?

- a. Please refer to question 12.

62. How do you envision both the city's economic development department and EDC playing a role in this project?
- a. Once a proposal is accepted and contract executed with a designated consultant, designated City Economic Development staff and SPEDC staff will be collaboratively involved in working with said consultant to assist with development and program implementation. However, the City defers to the consultant to develop an appropriate strategy in the proposal submitted to the City.
63. Are there other key stakeholders that will be included throughout the project process?
- a. Please refer to question 56.
64. Are you looking for the selected vendor to rebrand the city (economic development and ALL departments) or create a place brand that links together the economic development stakeholders?
- a. Please refer to question 59.
65. What existing visual assets (photo and video) does the city have that can be used?
- a. Please refer to question 1.
66. Has the city engaged in any marketing/communications for economic development/placemaking in the past?
- a. The City has not undertaken any branding, marketing or placemaking plans or efforts over the last 15 year period. The City uses a third-party consultant for all social media posts and releases to various media sources and networks under separate contract.
67. Does the city's Economic development department have a current media list that is used for press releases?
- b. The City uses a third-party consultant for all social media posts and releases to various media sources and networks under separate contract.
68. Do you have a budget that can be shared for this project?
- a. Please refer to question 5.
69. What internal capabilities/expertise if any do you have to assist during the implementation of the marketing and communications plan? (EX: ability to manage social media channels, publishing email newsletters, writing press releases, etc.).
- a. The City uses a third-party consultant for all social media posts and releases to various media sources and networks under separate

contract. City staff currently publishes a weekly newsletter on the City website, which is sent via email to those subscribed on the website.

70. Is there a not-to-exceed budget? If not, can you let me know what the range of thinking should be on this to inform our ideas and work plan for the proposal? Even an idea of small (Under \$100k), medium (\$100-\$250k) or large (\$250k+) would be helpful to ensure our proposal is on target.
- a. Please refer to question 5.

71. How will you measure the success of this effort -- do you have any metrics or KPIs in mind?
- a. The City would like the consultant to recommend metrics to measure success of the branding and marketing. The City does not currently have metrics for its current efforts.

**Exhibit B-1**  
**Consultant's Initial Proposal Dated September 30, 2024**

SINGLE SOURCE COMMUNICATIONS

## **BRAND AND MARKETING STRATEGY SERVICES**

**City of San Pablo**

**September 30, 2024**

**By: Ryder Todd Smith  
Co-founder & Principal  
Tripepi Smith & Associates**



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## TRANSMITTAL LETTER

Thank you for the opportunity to present Tripepi Smith's offerings in response to the City of San Pablo's Request for Qualifications and Proposals related to Branding and Marketing Strategy. This proposal offers all requested information, including Tripepi Smith's understanding of your needs, our approach to addressing them, our cost proposal and more.

At Tripepi Smith, we specialize in branding for public agencies—whether creating brands from the ground up, conducting rebrands or developing comprehensive logo systems and identity materials. Our approach integrates staff, stakeholder and community engagement to uncover brand themes that truly resonate. We then transform those insights into cohesive brand ecosystems that include logos, messaging and key materials. Because of our deep understanding of public agencies, we ensure that creativity is always balanced with practicalities: community input, sound research, stakeholder considerations, approval milestones and the creation of a functional library of brand assets.

One of the key advantages of partnering with Tripepi Smith is the opportunity to work together on more than branding. As a full-service marketing and creative services firm, we offer a wide range of expertise that we see as eventual possibilities, including stock photography, videography, animation, public relations, social media management, editorial content and promotional materials.

We are confident that our experience and commitment make us the right partner for the City of San Pablo branding and marketing initiative. Thank you for considering Tripepi Smith for this important endeavor. We look forward to the opportunity to discuss our proposal in more detail.

### Authorization

I affirm that I have the legal authorization to bind Tripepi Smith into agreements with the City of San Pablo and to make the statements below on behalf of the firm. I also affirm having received all addenda associated with your Request for Qualification/Request for Proposals. This proposal is valid for 120 days from the date of submission.

Regards,



Ryder Todd Smith

Co-Founder & President, Tripepi Smith & Associates, Inc.

Ryder@TripepiSmith.com • (626) 536-2173 • PO Box 52152, Irvine, CA 92619

**RFP@TripepiSmith.com is the preferred contact throughout the evaluation process.**

# ABOUT TRIPEPI SMITH

## A Public Affairs Firm that Understands Local Government

Tripepi Smith excels in public affairs and marketing. Founded in 2000 and incorporated as a California corporation in 2002, the company is headquartered in Orange County, California, with staff throughout the western United States. 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 offers the right professionals for the job while being small enough to be nimble and responsive. Our team offers a broad spectrum of experience and skills that allows us to apply the appropriate resource to the appropriate tasks; this allows us to execute work faster and reduce engagement costs.

Tripepi Smith's team comprises over 65 full-time professionals experienced in local government. Our staff includes former municipal employees with backgrounds in creative services, public information and city management, as well as seasoned directors, analysts and practice area specialists. Accredited public relations (APR) professionals guide effective messaging while policy wonks provide counsel on public affairs. TS Creatives fashion compelling branding, websites, print and digital design, social media, photography and videography. We employ multiple FAA-certified drone pilots and operate a full-scale video production studio with extensive event and broadcast experience.

**The Result: We have an ability to tell a complete story across mediums, all within our one team.**

## Firm Structure and Financial Matters

Tripepi Smith was founded in 2000 and incorporated in 2002 as a California S Corporation. The firm has 2 corporate officers, who are also the co-founders with equal ownership of the business:

**President/Chief Executive Officer Ryder Todd Smith**

**Chief Financial Officer Nicole Smith**

Ryder and Nicole have signing authority to bind Tripepi Smith into agreements with clients. Tripepi Smith has generated a profit every year it has been in operation. We have never had a legal claim filed against us and have never failed to fulfill a contract commitment.

In addition to the president/CEO and CFO, multiple principals and directors oversee the day-to-day operations of a team of analysts, graphic designers, photographers and videographers. All Tripepi Smith employees report directly to the President. Please refer to our Org Chart for full details.

## Grounded in Civic Affairs

CFO Nicole Tripepi Smith is a second-generation civic-affairs professional (her father was a city manager for 28 years). President Ryder Todd Smith brings over 20 years of public agency marketing and communications experience to the table.

## Office Locations

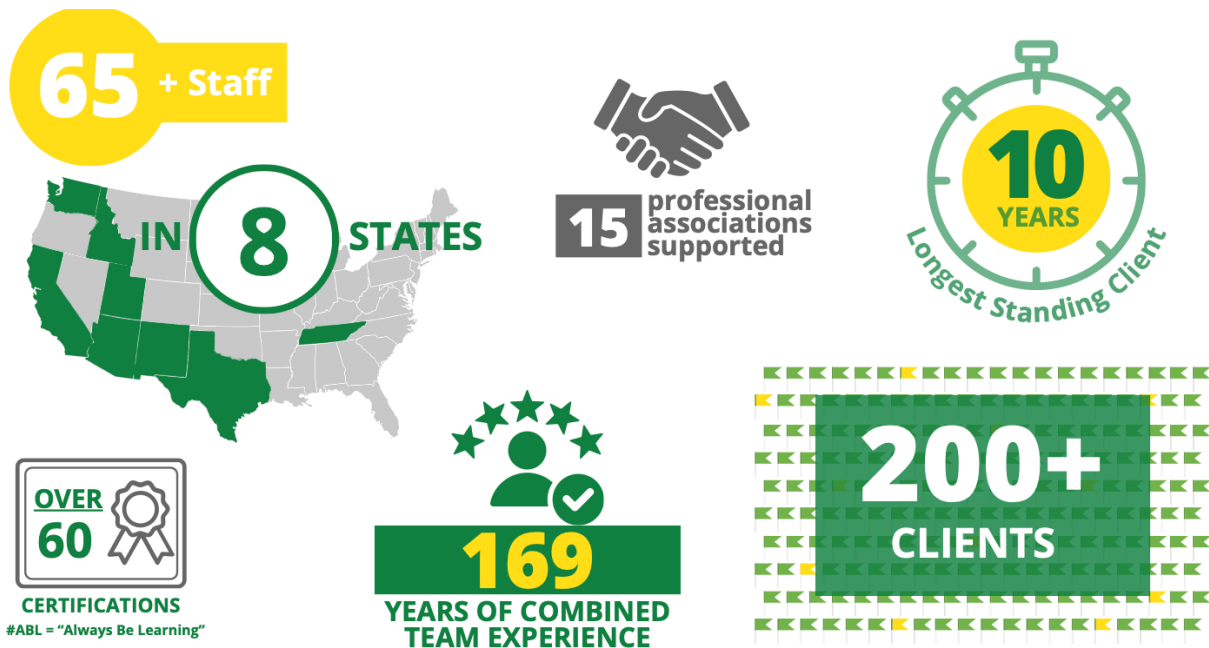
Since early 2017, Tripepi Smith has operated in a completely virtual office environment. Being virtual enhances operational resilience and grants us access to a flexible and diverse workforce. The team — composed of policy wonks, creative message developers, broadcast specialists, videography experts, technology gurus and graphic artists — resides throughout Arizona, California, Idaho, New Mexico, Tennessee, Texas, Utah, Washington, with a majority based in California.

## Contact Information

Email: [RFP@TripepiSmith.com](mailto:RFP@TripepiSmith.com)

Phone: (626) 536-2173

Mail: PO Box 52152, Irvine, CA 92619



## Our Services

Tripepi Smith operates at the intersection of marketing, technology and public affairs. We excel in each of these areas, but the true power lies in our ability to seamlessly integrate them. This holistic approach allows us to craft impactful solutions for our clients.

Strategy, Marketing, Communications	Creative Services
<b>Strategic development, research, surveys, messaging</b>	<b>Full-service graphic design for digital, print and outdoor</b>
<b>Social media management</b>	<b>Brand and logo development</b>
<b>Web and social media strategy, optimization (SEO), metrics</b>	<b>Content creation</b> (writing, editorial, thought leadership)
<b>Web hosting and support</b>	<b>Output services</b> (digital distribution, print management, mail management)
<b>Email campaigns</b>	<b>Illustration and information graphics</b>
<b>Relations</b> (media, stakeholders, public, government)	<b>Photography</b>
<b>Support and training for events, presentations and virtual gatherings</b>	<b>Videography, broadcasting, podcasting, drone</b>
<b>Digital, print, radio, out-of-home advertising</b>	<b>Event production, technical support</b>
<b>Staff training</b> (media, social media, photo, brand implementation)	<b>Animation and motion graphics</b>
	<b>Web design and implementation</b>

## Partial Client Roster

We have a network of 200+ satisfied clients in the local government space. We are happy to connect you with contacts at our client agencies who can share their experience working with Tripepi Smith.

California City Management  
Foundation

City of Aliso Viejo

City of American Canyon

City of Atascadero

City of Azusa

City of Baldwin Park

City of Bellflower

City of Benicia

City of Burlingame

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 Foster City

City of Fullerton

City of Gilroy

City of Grover Beach

City of Hawaiian Gardens

City of Hayward

City of Huntington Beach

City of Hercules

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 La Verne

City of Lake Forest

City of Lakeport

City of Laguna Hills

City of Laguna Niguel

City of Lancaster

City of Livermore

City of Lomita

City of Lynwood

City of Malibu

City of Manhattan Beach

City of Manteca

City of Martinez

City of Menifee

City of Millbrae

City of Morgan Hill

City of Murrieta

City of Napa

City of Norwalk

City of Orange

City of Orinda

City of Pacifica

City of Palm Desert

City of Palmdale

City of Paramount

City of Pinole

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 San Clemente

City of San Leandro

City of Santa Ana

City of Santa Clarita

City of Santa Paula

City of Saratoga

City of Stanton

City of South Gate

City of South Pasadena

City of Tracy

Costa Mesa Sanitary District

West County Wastewater District

Del Paso Manor Water District

Independent Cities Association

Independent Cities Finance Authority

Institute for Local Government

League of California Cities

Municipal Management Association  
of Northern California

Municipal Management Association  
of Southern California

Orange County City Manager  
Association

San Gabriel Valley City Managers'  
Association

Claremont McKenna College

## Axioms We Live By

### Introduction

In our work with over 200 local government agencies on external communications since our incorporation in 2002, we have identified many patterns, observations and insights. As a result we have developed some axioms (AKA sayings or mottos) when it comes to thinking about external-facing communications. These are just a few that we find universally true.

### Content X Distribution = Impact

The audience must see your content to be impacted by it.



Tripepi Smith was born in the digital era. 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.

**“Content x Distribution = IMPACT”** is how we illustrate the point: What good is content if you aren’t properly promoting, distributing or sharing it? On the other hand, what good is distribution if the content fails to engage your audience positively? We use this principle to guide a comprehensive distribution strategy that ensures we reach our target audiences.



**If you don’t publish  
information first, someone  
else will—and they may not  
care about the facts.**

In this age of smartphones and voice-activated virtual assistants, we are used to being able to access news and information at our fingertips. When your community cannot easily find information — such as a controversial policy decision, a new housing development or a political scandal — they may resort to finding "the facts" on their own. This is especially true for crisis communications: the longer you wait to address the crisis, the more time you are giving to others to fill that void with their own research and/or opinions.

So, we strive to get your information out there first, even if it is a "holding message" such as "we are aware of the situation and will use our official channels to share more info soon." By publishing information on your agency's website or some other centralized location, you, your agency leadership and your supporters will be able to easily debunk misinformation with verifiable facts and talking points.

**Only a small percentage of the population understands local government the way we do.**



The 3% includes local government professionals like you and consultants like us—the select few who wake up daily thinking about the complexities facing public policy and municipal management. We have our own language in local government: terms, phrases and especially acronyms. Most of the population may have little exposure to or interest in local government. They just want their utilities to work, no potholes, low crime and other securities provided by their local governments that enable a high quality of life.

So, when we speak with the 97% through public outreach, we ensure our language is accessible and understandable. This mitigates any risk of alienating them; moreover, it enables an ability to build relationships and engender trust.

# TRIPEPI SMITH TEAM

## Organization Chart



# Project Staff

Crafting your agency’s story is no small task. It requires creativity, research, active listening, and extensive experience. The Tripepi Smith team of 10 creatives includes experts with additional specialties like brand design, writing, web design and photography. The team boasts three members with over a decade of experience, as well as energetic young designers. This allows Tripepi Smith to efficiently assign resources as needed, applying experience where recommended while keeping engagement costs down.

To deliver a powerful, compelling brand, Tripepi Smith recommends that **Creative Director Kevin Bostwick** take lead—supported by **Senior Graphic Designer Sean Talbot** and **Junior Graphic Designer Jessa Laboissonniere**—as well as **Senior Business Analyst Kalee Cummings** serving as the Account Lead. **Junior Business Analyst Mia Valenzuela** will provide project support and **Junior Photographer Ethan De La Peña** will provide photography services. Should any key personnel become unavailable during our engagement, Tripepi Smith will quickly substitute with other Tripepi Smith resources who have commensurate experience, knowledge and/or skill sets. You can learn more about our individual backgrounds and qualifications at [www.TripepiSmith.com/Our-Team](http://www.TripepiSmith.com/Our-Team).

Brand & Design Services	
Kevin Bostwick Creative Director	Katherine Griffiths, APR Principal, Editorial Lead
Melanie James Director, Senior (Designer, Web Dev)	Kjerstin Wingert Senior (Designer, Photographer)
Sean Talbot Senior Graphic Designer	Sara Madsen Senior (Designer, Analyst)
Jenni Wechsler Graphic Designer	Alexis Mendez Junior Graphic Designer
Jenna Haubruge Junior Graphic Designer	Jessa Laboissonniere Junior Graphic Designer

The core project team will have dedicated availability to support the engagement, including capacity to provide support under urgent notice and/or time constraints. Tripepi Smith is a collaborative firm with many skill sets available. Any Tripepi Smith staff member may be brought onto the engagement to help with our efforts.



## Kalee Cummings Senior Business Analyst

Location: San Francisco, CA | Role: Account Lead

Kalee Cummings, a Senior Business Analyst residing in the Bay Area, brings a wealth of experience in public policy, non-profit management and marketing strategy. Having quickly ascended from Junior Business Analyst to Business Analyst to her current role, Kalee excels in client management, narrative crafting and community engagement, tailoring solutions to meet diverse client needs. At the core of her proficiency lies her talent for

devising innovative communication strategies and producing creative and targeted content. Additionally, Kalee is a key member of the Tripepi Smith Cloud Webmaster team and spearheads strategy and operations for Tripepi Smith Media Intelligence services, leveraging her expertise in web development, data analysis and market research to deliver invaluable insights to clients.

Kalee holds a bachelor's degree in government from Claremont McKenna College, with a focus on public policy and organization, complemented by a sequence in data science. Her commitment to professional growth is underscored by her certifications, including Google Ads Display Certification, Meltwater Social Listening with Explore: Advanced, Meltwater Boolean: Advanced and Sprout Social Platform Certification.

Kalee's clients have included municipalities such as American Canyon, Napa, St. Helena, El Cerrito, Orinda, Lancaster and Laguna Hills, as well as esteemed organizations like Pivot Charter Schools and the Center for Public Safety Management.



## Kevin Bostwick

### Creative Director

**Location:** Claremont, CA | **Role:** Graphic Design Lead

Kevin Bostwick is an experienced Creative Director and brand designer. He partners with stakeholders to reflect powerful ideas visually, distilling unexpected brand stories from challenging content and designing media for engagement, understanding and absorption. He directs and executes for digital, interactive and print mediums, delivering across a blend of channels, particularly for learning, data-display and presentation. His work for major clients has included digital tools, logos, presentation, interactive learning, advertising and print design. He navigates the whole ecosystem, working with high-powered stakeholders to shape concepts, UX, branding, strategy, writing, asset management, information architecture and infographics.

Kevin's clients have included California State University San Marcos, Clean Energy Alliance (power provider for the cities of Carlsbad, Del Mar, Escondido, Oceanside, San Marcos, Solana Beach and Vista), Orange County (Health & Human Services, Social Services), City of Aliso Viejo, Culver City, City of Napa, City of San Leandro, City of Manteca, City of Livermore, City of Palmdale, Pivot Charter Schools, California Joint Powers Insurance Authority and Renne Public Law Group.



## Sean Talbot

### Senior Graphic Designer

**Location:** Alhambra, CA | **Role:** Graphic Design Support

Sean is a Senior Graphic Designer and brings a diverse set of skills and experience to the creative team. His expertise includes graphic design in print and digital mediums, branding, art direction, illustration, product development, project management and marketing. Sean has worked with a wide range of clients and stakeholders in a variety of industries throughout his career, from television to fashion to local government agencies. He graduated in 2011 from the University of Oregon with a bachelor's degree in product design and continues to bear his Duck colors with his team at Tripepi Smith.

His clients include the City of Ojai, City of Hawthorne, City of Palmdale, City of Paramount, and Orange County.



## Mia Valenzuela

### Junior Business Analyst

**Location:** San Francisco, CA | **Role:** Project Support

Mia Valenzuela is a community-oriented writer with a background in the arts supported by strong organizational and communication skills. She received her bachelor's degree in English with a concentration in creative writing and a minor in philosophy from Scripps College. Mia is enthusiastic about serving the public through informative storytelling and is proud to do so with Tripepi Smith.

Mia is certified in Sprout Social. Her clients include Renne Public Law Group, City of Menlo Park, City of Hercules, City of San Luis Obispo and City of Rohnert Park.



## Jessa Laboissonniere

### Junior Graphic Designer

**Location:** Fullerton, CA | **Role:** Graphic Design Support

Jessa Laboissonniere is a passionate and dedicated graphic designer with Tripepi Smith. She holds a bachelor's degree from San Francisco State University in visual communication design, as well as theatre arts, with an emphasis in technical design. Prior to joining the Tripepi Smith team, Jessa

served as Senior Graphic Designer with the Associated Students of San Francisco State University, where she supported 13 student-run programs with marketing materials.

In addition to her graphic design background, Jessa also worked as a Scenic Designer on a variety of theatrical productions across the Bay Area. Her background in theatre has given her an audience-centered approach to her work. She is thrilled to be using her skills while supporting clients with Tripepi Smith.



## Ethan De La Peña

### Junior Photographer

**Location:** Clovis, CA | **Role:** Photography Lead

Ethan brings an array of experiences and skills to the Tripepi Smith team. With a bachelor's degree in mathematics, statistics and data science from Biola University, he honed his analytical and logical talents while learning courses in computer science, data science, statistics, abstract mathematics and more. Throughout his collegiate career, he became an experienced video editor, photographer and videographer and practiced graphic design, media relations, content creation, media management and motion graphics. He grew his leadership skills as one of Biola's Student Missionary Union's volunteer group leaders and New Student Orientation coordinator.

Ethan is a certified Hootsuite Social Marketing Professional. His client work includes the City of Lomita, California Contract Cities Association, Town of Yucca Valley, City of South Gate, City of Paramount, Greenrock, City of Foster City, and City of Fountain Valley.



"It's been an awesome experience collaborating with Tripepi Smith and seeing what they can do with branding and marketing support to better the City. The creativity they deliver is both innovative and meaningful for the community."

**Dennis Lollie**  
Deputy Chief, Santa Clara Fire Department

## KALEE CUMMINGS

### TRIPEPI SMITH – SENIOR BUSINESS ANALYST

07/24 – PRESENT

- Produce and oversee development of comprehensive content and strategies, including social media, email, press releases, website content, graphics and more, to achieve communication goals
- Lead strategy and operations for Media Intelligence services practice area

### TRIPEPI SMITH – BUSINESS ANALYST

12/22 – 07/24

### TRIPEPI SMITH – JUNIOR BUSINESS ANALYST

07/21 – 12/22

### SOURCE NONPROFIT CONSULTING – CONSULTANT

08/17–05/21

- Researched and compiled data to create deliverables including a recommendation guide to streamline donor management and retention, marketing strategy for expanded services and campaign strategy
- Lead internal marketing initiatives, utilizing Photoshop and HTML to create a year-end report displaying impact

### JOLYN CLOTHING – E-COMMERCE INTERN

06/19 – 09/19

- Developed SEO Meta descriptions to optimize product listing pages and merchandise product
- Performed web content updates within Shopify and Amazon Seller Central to expand e-commerce streams

### POLICY LAB – STUDENT RESEARCHER

01/19 – 05/19

- Researched and analyzed over 170 foreign policy speeches to project the foreign policy agenda related to migration in the 2020 midterm elections and synthesized research into a memo for the Brookings Institution
- Mapped populations of immigrants, identified migration integration initiatives of Mayors Migration Council cities and synthesized research and data visualizations into a memo for the City of Los Angeles

### YASZA CREATIVE AGENCY – DIGITAL MARKETING INTERN

06/18 – 08/18

- Managed and curated daily content for social media platforms of four YASZA-affiliated companies based upon analytics using Hootsuite software and Instagram business tools
- Directed video coverage of sales packages and services to be integrated into the social media platforms and websites of two companies, generating over 6,700 added views to promotional material

## EDUCATION

### CLAREMONT MCKENNA COLLEGE – CLAREMONT, CA

- Bachelor of Arts in Government, Sequence in Data Science

### CERTIFICATIONS

- Google Ads Display Certification..... 03/23
- Sprout Social Platform Certification ..... 03/22
- Meltwater ..... 21-22
  - Social Listening with Explore: Advanced, Meltwater Boolean: Advanced
- Hootsuite Social Marketing ..... 07/21

### SOFTWARE

- |                   |                          |   |
|-------------------|--------------------------|---|
| • Adobe Photoshop | • Hootsuite              | • Sprout Social                         |
| • Canva           | • Microsoft Office Suite | • STATA, R, Python                      |
| • Google Suite    | • Shopify                | • WordPress, CivicPlus, Granicus Vision |

## KEVIN BOSTWICK

### TRIPEPI SMITH – CREATIVE DIRECTOR

10/19 – PRESENT

- Consult, design and execute on premium branding and design projects
- Manage client accounts and creative presentation, encourage business development where the focus is design
- Ensure quality assurance, brand consistency and overall visual quality. Establish high technical standards, manage internal and external creative resources and vendors, provided project management and consulting

### KB GRAPHIC STUDIO – PRINCIPAL

01/03 – 10/19

- Content strategy and information design for both digital and print communications
- Data visualizations, interactive components, information models, and diagrams used for assessment, learning, marketing, and presentation
- Projects include Canon, Walmart, Coca-Cola, HP, Google, PNC, Clarkson University and Goodwill

### KORN FERRY INTERNATIONAL – ART DIRECTOR

01/12 – 03/18

- Design for talent acquisition, leadership training, performance and retention
- Development of internal brands and product lines, white-label offerings and client brands
- Lead design process for stakeholders (product owners, SMEs, business strategists, etc.)
- Clients include Futurestep, Hay Group, Lominger, Global Novations, Chevron, Johnson & Johnson, 7 Habits, Cemex, Fonterra and Genentech

### MARRIOTT INTERNATIONAL – ART DIRECTOR

01/03 – 01/12

- Graphic design for advertising, logos, presentations, brochures and magazines
- Data visualizations, interactive components, information models and diagrams
- Projects include JW Marriott, Marriott Resorts, Renaissance and Marriott Brand Family

### CLAREMONT MCKENNA COLLEGE – SENIOR GRAPHIC DESIGNER

08/11 – 06/12

- Design and management of creative assets, vendor relations, pre-press
- Some Claremont McKenna projects: admissions brochures, alumni magazine, logo development

## EDUCATION

### REED COLLEGE – PORTLAND, OR

- Bachelor of Arts in Philosophy/Literature

### SKILLS

- |  |   |  |
|--|---|--|
| • Adobe Creative Suite                   | • Data Design and Infographics            | • Strategy, Development, Blended Media       |
| • Brand Development                      | • Implementation, Engineering, Production | • User stories, UX, Information Architecture |
| • Creative Workflow and Agile Management | • Microsoft Office Suite                  | • Wireframes, Storyboards                    |

## SEAN TALBOT

### TRIPEPI SMITH – SENIOR GRAPHIC DESIGNER

07/24 – PRESENT

- Design branding, logos, marketing materials, social media assets, animated videos and graphics for local governments and public agencies
- Create multiple social media graphics across multiple campaigns
- Design informational graphics and flyers for multiple clients
- Develop new logos and branding
- Create packaging designs, event marketing materials and print materials for clients

### CARLISLE ETCETERA LLC – ART DIRECTOR & VISUAL DESIGN SPECIALIST

06/17 – 07/24

- Directed brand strategies and marketing asset development for two luxury women's fashion brands
- Led the development of visual identity and aesthetics across digital and print platforms, resulting in increased brand continuity
- Supervised team in designing brand assets, marketing collateral, and packaging materials, ensuring consistency and quality across all verticals
- Oversaw photography direction, selection and retouching
- Guided and optimized team workflows and processes for enhanced efficiency

### STALBOT DESIGN – CREATIVE DIRECTOR

2015 – PRESENT

- Established brand style guidelines for client partnerships across multiple industries
- Created custom graphics, editorial layouts, illustrations, and presentations for various clients including VEVO, GLAMOUR, Longchamp, Tracy Anderson, The Daily Front Row, Gallo Wines, New York MTA, City of Baltimore, Bloomberg Philanthropies and NYSIF
- Designed municipal way-finding signage for the City of Monterey Park
- Managed full cycle of projects, delivering high-quality designs within specified timelines and budgets

### WINE WAREHOUSE – GRAPHIC DESIGNER

2014 – 2016

- Designed advertisements, catalogs and marketing materials for a California wholesale distributor of fine wine, beer and spirits
- Developed visually appealing layouts to effectively showcase products and enhance brand visibility

### EXCELA CREATIVE – BRAND DESIGNER & PRODUCTION MANAGER

2011 – 2014

- Successfully created and launched multiple e-commerce lifestyle brands
- Established comprehensive brand guidelines and concepts to align with product design
- Designed and produced a diverse range of products including jewelry, handbags, blankets, candles, apparel and furniture, accompanied by custom packaging solutions

## EDUCATION

### UNIVERSITY OF OREGON – EUGENE, OR

- Bachelor of Science in Product Design, Minor in Business

### SOFTWARE

- |                        |                    |                          |
|------------------------|--------------------|--------------------------|
| • Adobe Creative Suite | • Constant Contact | • Microsoft Office Suite |
| • Canva                | • Google Office    | • Shopify                |

## MIA VALENZUELA

### TRIEPEI SMITH – JUNIOR BUSINESS ANALYST

06/23 – PRESENT

- Support project management of client accounts Create social media content and graphic design
- Manage and monitor social media and respond to public questions
- Develop weekly and monthly e-newsletter content Translate written content and graphics from English to Spanish Compile social media metrics reports

### BARNES AND NOBLE BOOKSTORE – BOOKSELLER

06/21 – 01/23

- Effectively multi-tasked and took initiative in fast-paced, client-facing role
- Attended to customer needs with compassion and a commitment to company's service values
- Responded to telephone communications while balancing sales floor duties
- Fulfilled customer orders and inquiries through Bookmaster software

### NINTH STREET HOOLIGANS A CAPPELLA – PRESIDENT

12/21 – 12/22

- Coordinated rehearsal and event schedules for 15 members
- Efficiently communicated with team and external collaborates regarding event planning, performance preparation and budget needs according to deadlines
- Demonstrated follow-up and follow-through when facilitating group's participation in performances such as the SoCal A Cappella Music Festival to audience of 2500
- Organized annual off-campus community retreat with outside venue within allocated budget
- Created promotional content for Instagram using Canva and V photo and video editing services to advertise new member recruitment and performance events

### SCRIPPS EATING DISORDER ALLIANCE – COMMUNICATIONS OFFICER

08/20 – 08/21

- Researched eating disorder education, size inclusivity, mental and physical health-related topics
- Generated promotional and educational social media content for Instagram using Canva

## EDUCATION

### SCRIPPS COLLEGE – CLAREMONT, CA

- Bachelor of Arts in English, Concentration in Creative Writing

### CERTIFICATIONS

- Sprout Social..... 07/23
- Hootsuite Social Marketing ..... 06/23

### PROFESSIONAL DEVELOPMENT

- Scripps College Emerging Professionals Programs – 2023 Cohort

### SOFTWARE

- Canva
- Google Suite
- PublicInput
- Constant Contact
- Microsoft Office Suite

## JESSA LABOISSONNIERE

### TRIEPEI SMITH – JUNIOR GRAPHIC DESIGNER

07/24 – PRESENT

- Design branding, logos, marketing materials, social media assets, animated videos and graphics for local governments and public agencies in California
- Create multiple social media graphics across multiple campaigns
- Produce and edit animated videos for clients
- Create packaging designs, event marketing materials and print materials for clients

### ASSOCIATED STUDENTS OF SAN FRANCISCO STATE UNIVERSITY – SENIOR GRAPHIC DESIGNER

08/21 – 06/24

- Created print and digital deliverables for 13 unique student programs
- Planned, developed and executed branding campaigns including student interest surveys, annual student elections, and historic campus events
- Created branded “swag” items, installations and apparel

### SFSU SCHOOL OF DESIGN – RESEARCH ASSISTANT

06/23 – 07/23

- Researched scholarly articles regarding institutional biases in design education
- Created APA-style literature review of relevant information to substantiate project proposals

### SFSU SCHOOL OF THEATRE & DANCE – SCENIC DESIGNER

09/22 – 05/24

- Designed scenic elements for SFSU Theatrical Productions
- Collaborated with Staff Supervisors and oversaw Assistant Scenic Designers throughout production process
- Attended regular preproduction and production meetings to correspond with other departments and achieve a cohesive and visually appealing final production look

## EDUCATION

### SAN FRANCISCO STATE UNIVERSITY – SAN FRANCISCO, CA

- Bachelor of Science in Visual Communication Design
- Bachelor of Arts in Theatre Arts, Emphasis in Technical Design

### PROFESSIONAL DEVELOPMENT

- AIGA Career Growth Certification ..... 03/23
- Associate of Adobe Illustrator ..... 06/20

## PUBLICATION

- Design Writing: Five Views of Sarah Ruhl’s Eurydice

## SOFTWARE

- Adobe Creative Suite
- Canva
- Microsoft Office Suite

## ETHAN DE LA PEÑA

### TRIPEPI SMITH – JUNIOR VIDEOGRAPHER

11/22 – PRESENT

- Film, photograph and edit live events for client deliverables
- Manage social media and respond to public questions
- Set up livestream events, interviews, time lapses and more

### MATHNASIUM – INSTRUCTOR

03/22 – 09/22

- Created detailed learning plans for students
- Marked improvements in logical reasoning skills and quantitative leaps in grades and quality of work
- Worked closely with individuals and groups to ascertain and fulfill developmental needs

### FREELANCE VIDEOGRAPHER AND PHOTOGRAPHER

01/15 – 11/22

- Pre-production, production and post-production of music videos, documentaries, highlight reels, live events, weddings, commercials and more
- Photographed, edited and delivered senior portraits, engagement shoots, events and more
- Expanded skills in audio design, video organization, editing and media management

### BIOLA QUANTITATIVE CONSULTING CENTER – STUDENT CONSULTANT

01/22 – 12/22

- Maintained communication over Zoom and email with potential and current clientele
- Created statistical reports in the areas of Psychology, Chemistry, Sports Analytics and more
- Utilized a variety of statistical and analytical paths to deliver final products to clients, such as structural equation modeling, linear regressions and brute-force mathematical analysis

## EDUCATION

### BIOLA UNIVERSITY – LA MIRADA, CA

- Bachelor of Science in Mathematics, Statistics and Data Science, Minor in Biblical Studies

### CERTIFICATIONS

- Hootsuite Social Marketing ..... 11/22
- Sprout Social..... 11/22
- Constant Contact Partner Certification..... 10/23
- FAA Part 107 Drone Licenses ..... 10/23

### SOFTWARE

- Adobe Suite
- C++
- Canva
- Davinci Resolve
- Google Suite
- Microsoft Office Suite
- Python/SQL [Introductory]
- R-Studio

# STATEMENT OF PROJECT UNDERSTANDING

## City of San Pablo's Needs

Although San Pablo has experienced positive transformations in recent years, including enhanced safety and upgraded facilities, it still grapples with the perception of its past conditions. The significance of shifting longstanding perceptions to align with current positive realities cannot be overstated, especially as these dated perceptions can significantly influence economic development initiatives.

The City of San Pablo is seeking a partner to develop a comprehensive economic development strategy that includes a new brand identity, a marketing plan and a placemaking plan. Additionally, the consultant will provide ongoing marketing and branding services.

In doing so, the consultant will:

- Review the City's current marketing and branding efforts
- Provide recommendations to enhance the City's competitive edge
- Create branding for both the City and the Economic Development Department
- Draft and present a Brand and Marketing Strategy and Placemaking Plan
- Develop a Branding Toolkit
- Provide monthly reports
- Recommend promotional materials
- Design special projects
- Provide ongoing marketing and advertising services

## Tripepi Smith's Approach

Tripepi Smith has experience in all facets of the request. We recommend a phased approach to accomplish the goals, tasks, and deliverables:

- **Phase I: Uncovering Your Brand Story: Discovery & Strategy.** This phase includes a kick-off meeting, an assessment of current marketing and branding efforts, community involvement, staff and council member feedback and research.
- **Phase II: Building a Brand that Reflects San Pablo and Economic Development.** This phase involves developing the brand and user testing with staff and the community.
- **Phase III: Your Branding Toolkit.** The toolkit will feature items designed in Phase II, as well as a style guide, templates and other requested materials.
- **Phase IV: Brand and Marketing Strategy and Placemaking Plan.** This phase includes compiling the information gathered—such as brand execution, core audiences, needed marketing tools and strategies, placemaking strategy and advertising budget recommendations—into a Brand and Marketing Strategy and Placemaking Plan.
- **Special Projects.** Tripepi Smith will design requested items such as newsletters, brochures, the City's Annual Report and one-page graphics after discussion with City staff. Tripepi Smith staff is available to assist with special project items at any point throughout the engagement.
- **Ongoing Services.** Ongoing marketing and advertising services include the creation of press releases, news articles, social media management and digital advertising.

## Project Management

Tripepi Smith begins all engagements with a kickoff meeting with the client to: introduce personnel to one another, define Key Performance Indicators (metrics, goals and timelines); review project management processes; and ensure each stakeholder has a full understanding of their responsibilities.

Tripepi Smith primarily uses the following tools to manage projects:

- Google Workspace for email, creating real-time collaborative documents and instant messaging
- Zoom or Google Meet for conference calls
- Sprout Social for social media management: posting and monitoring comments/messages
- Meltwater for media intelligence and media relations
- Kantata for project/task management, internal project status updates and time entry

These tools enable project managers to quickly determine a project's budget status, review the schedule of tasks, send rapid notifications to the whole team if issues arise and, generally, sustain momentum on our efforts.

## Translation & Accessibility

Our in-house team excels in Spanish translations for written documents, presentations and video content, ensuring clear communication with diverse audiences.

For translations in other languages, Braille production or media accessibility to those with hearing and visual impairments, we can either:

1. Recommend qualified translation and accessibility vendors based on your specific needs and budget.
2. Subcontract with your preferred vendor. We're happy to collaborate with vendors you already have established relationships with.

This combined approach ensures accessibility for all participants, regardless of language or ability.



"From our ongoing work with Tripepi Smith, we knew that their brand identity expertise would make them an exceptional partner to develop the City of Napa's Water Division logo. The team delivered, creating a unique and fun design that adheres to Napa's brand while showcasing the unique elements of our Water Division."

**Jaina French**

Community Relations and Media Manager, City of Napa

# STATEMENT OF EXPERIENCE & QUALIFICATIONS

## Professional Graphic Design Experience

Creative Director .....	Kevin Bostwick	25+ years	+ Creative Direction, Branding, Strategy
Senior Graphic Designer .....	Sean Talbot	13+ years	+ Graphic Design, Branding, Strategy
Senior Graphic Designer .....	Kjerstin Wingert	8+ years	+ Art Direction, Branding, Photography
Senior Graphic Designer .....	Melanie James	7+ years	+ Sr. Web Designer, Graphic Design
Senior Graphic Designer .....	Sara Madsen	5+ years	+ Web Designer, Graphic Design
Junior Graphic Design.....	Alexis Mendez	2+ years	+ Graphic Design
Junior Graphic Designer .....	Jenni Wechsler	1+ year	+ Animation, Graphic Design
Junior Graphic Designer .....	Jenna Haubruge	1+ year	+ Graphic Design
Junior Graphic Designer .....	Jessa Laboissonniere	1+ year	+ Graphic Design

## Work Samples

The following are some sample engagements that align with the services and scope the City has indicated it could need help with.

### City of Tracy

Tripepi Smith first engaged with the City of Tracy in 2017 to assist the Economic Development Department in creating and implementing a marketing plan to drive engagement, awareness and increase economic development within the City. In 2019, the engagement expanded focus on business attraction campaigns and included graphic design and other marketing strategies for the City's Communication Department. This work included a branding and style guide that encompasses the City's logo use, font choices, color codes, approved templates and more. When the pandemic hit, we adapted marketing campaigns to promote resources for existing businesses, shop local campaigns and residents which included a custom sub-brand logo for the City's "Shop Local" campaign efforts. In 2021, Tripepi Smith began promoting tourism in the City of Tracy with help from the San Joaquin County's Tourism Recovery funding agreement. The work included logo development and sub-branding, social media and multiple advertising campaigns (including services and events) and metric reporting for the City, Tracy City Center Association (TCCA) and The Grand Theatre.

#### **Project Team: Creative Director Kevin Bostick**

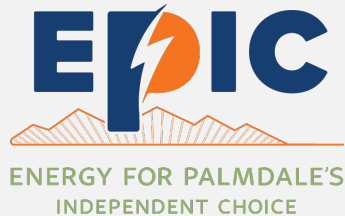
Support Tracy – Shop Local sub-brand



Discover Tracy - Tourism sub-brand



## Energy for Independent Palmdale (EPIC)



Energy for Palmdale's Independent Choice, a California Choice Energy provider planning a 2022 launch, asked Tripepi Smith to create their new logo. They wanted to stand out from other similar entities and Tripepi Smith recognized that priorities in Palmdale leaned more towards "local control" than the green benefits. The resulting logo and color palette reflects the region and points towards a bright energy future.

**Project Team: Principal Katherine Griffiths, Creative Director Kevin Bostick and Senior Business Analyst Karen Villaseñor**

## City of Pinole

In 2024, the City of Pinole announced the adoption of a new logo, seal and brand guidelines. The new design marks a significant milestone in the city's journey towards revitalizing its identity. The decision to update the 40-year-old city seal, originally honoring local indigenous history, stemmed from a shared belief among staff that it no longer reflected Pinole's evolving identity. Consultation with the Confederated Villages of Lisjan, representing the local Ohlone community, reinforced the need to replace the previous emblem, which featured a human depiction. Tripepi Smith guided the City through multiple rounds of review, incorporating input from an ad-hoc branding committee and its diverse community. This input was gathered through digital surveys, employee feedback sessions, social media, community events and ongoing consultation with the Confederated Villages of Lisjan. Once the City selected the final logo and seal, Tripepi Smith provided a style guide and branded templates to ensure consistent communication moving forward.

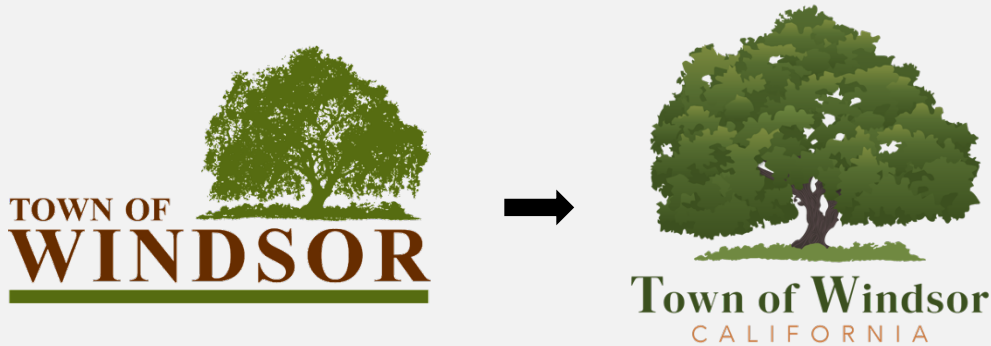
**Project Team: Creative Director Kevin Bostick**



## Town of Windsor

The Town of Windsor contracted Tripepi Smith to assist with graphic design services. Tripepi facilitated a logo refresh, which involved providing multiple logo options and revisions to create a refurbished final logo suite. Additionally, Tripepi developed a brand style guide along with a quick-reference guide and templates for Word and PowerPoint decks.

**Project Team: Creative Director Kevin Bostick**



## City of San Leandro

The City of San Leandro enlisted Tripepi Smith to assist with the redesign of their website as part of their soft rebrand project. A soft rebrand can lead to structural and user experience improvements, and these visual updates can create a more engaging website. These soft rebrand projects provide public agencies with the opportunity to test drive a new look in the digital environment. The work included designing a color palette and a web graphic with the City's internal web-redesign team and IT departments, creating mood boards with different color options and several logo explorations and delivering a formal presentation to the San Leandro Arts Commission and City Council.

**Project Team: Creative Director Kevin Bostick**



## WORK PLAN

To establish a strong and lasting identity that resonates with your community, we recommend a comprehensive branding process. This process will encompass discovery, community outreach, brand design, testing and rollout, ensuring a brand that reflects your values and effectively connects with stakeholders.

### PHASE I – Uncovering Your Brand Story: Discovery & Strategy

#### Starting Right

We'll kickstart your brand transformation with a collaborative kickoff meeting. Tripepi Smith will meet with your senior leadership team to set the tone for a smooth and transparent process. We'll review the project scope, your team's involvement level and stakeholder engagement strategies. This meeting sets the foundation for a successful partnership, aligning our teams and ensuring everyone feels informed and invested in building your new brand together.

#### Research

Building a brand that reflects your vision and resonates with the community starts with understanding your aspirations and the cultural landscape. Tripepi Smith will partner with your staff to identify relevant agencies whose marketing and branding inspires your team. We'll also analyze regional civic brands and taglines, providing insights into cultural trends. Furthermore, by delving into a strategic plan or similar resources, we'll ensure your new brand seamlessly integrates with your existing initiatives and future vision.

#### Community Input & Collaboration

Engaging your community is essential for a successful brand. Our proposal incorporates targeted focus groups and surveys to gather valuable feedback from key stakeholders and diverse community voices. In partnership with staff, Tripepi Smith will manage all aspects of related outreach efforts, including staffing, facilitation (unless a City representative is preferred), feedback analysis and event logistics. We typically source participants from staff recommendations, email lists and a broader call for community input to ensure a well-rounded perspective. Please note that input and collaboration efforts begin in Phase I and extend to Phase II. Efforts include:

#### 3 INTERNAL INTERVIEWS & FOLLOW-UP SURVEY WITH DEPARTMENT HEADS

#### 3 VIRTUAL FOCUS GROUPS & FOLLOW-UP SURVEY

1. Key Stakeholders: Chamber of Commerce, key developers, key hospitality organizations, local housing associations, etc.
2. Cultural Voices: Civic groups, nonprofits, special committees and commissions, diversity and multicultural organizations, etc.
3. Community Voices: At-large community, reached through social media or direct contact (e.g. booth at farmer's market).
  - a. For community focus groups, we recommend providing participants with gift cards to demonstrate your appreciation for their donated time.

## Discovery Report

Tripepi Smith will compile a comprehensive report summarizing the insights gleaned from the discovery phase. This report will serve as the foundation for crafting your brand, ensuring it aligns with your community's needs and aspirations. It will also provide valuable documentation for future reference, clearly outlining the rationale behind your brand strategy.

## Implementation Plan

Tripepi Smith is committed to ensuring your brand's successful launch. We'll provide a comprehensive implementation plan that will serve as your launch manual, outlining a clear timeline with defined milestones for a smooth rollout. Additionally, this roadmap will take stock of your existing brand elements, identifying areas for potential updates. We'll then recommend new brand elements and content to craft a cohesive and impactful brand identity. Furthermore, the roadmap will delve into technical considerations like optimizing your brand application across social media platforms and your website URL strategy, including strategic URL redirection options. Most importantly, we'll ensure your brand seamlessly aligns with your goals, fostering consistency that supports your strategic initiatives. Finally, the roadmap will provide strategic direction for future brand initiatives, offering a clear path for ongoing brand management.

## (Optional Add-On) Stock Photography

Photography requires deliberate, thorough preparation to achieve a beautiful end result. We organize our process into three phases to deliver high-quality photos and photoshoot experiences for our clients:

- **Pre-Production:** Our photographer will conduct a pre-photo shoot phone call of up to 30 minutes to review your key goals and objectives for the photos. During this phase, our team might develop a shot list or collaborate with a client to build upon their wish list of shots. We will also coordinate logistics, such as establishing a timeline and method for photo album delivery.
- **Production:** You can expect our photographers to be onsite at least 30 minutes prior to the start of any photoshoot event in order to check in with client leads and review shoot conditions, such as weather and lighting. We may be on-site even earlier for shoots that require supplemental lighting or equipment.
- **Post-Production:** After a photo shoot, Tripepi Smith's photographer will spend the following days processing (editing) the images for optimal lighting, color, composition and more. If an occasion requires photos to be available immediately, our photographer can stay onsite and process the photos in real-time.

## (Optional Add-On) Branding Project Website

Tripepi Smith can create a custom website for the process with features designed to facilitate community feedback and to provide information about the process and the latest information. Our pricing includes both the price to create the website, and to update the website throughout the branding process.

This site can live on after the project to provide a starting point for all things branding within the City.

### (Optional Add-On) Citizen Brand Committee

Tripepi Smith recommends adding an additional layer of governance through the creation of a Citizen Brand Committee. The Committee would include staff/Council-appointed stakeholders who are representative of San Pablo. They would engage in the branding process through 6 meetings over the span of the engagement. The Committee's function would be to advance the process without letting it get mired down in politics.

## PHASE II – Building a Brand that Reflects San Pablo and Economic Development

### Logo Design

The heart of your brand identity—your logo—deserves careful consideration. We'll collaborate to understand your essence, target audience and key messages. Through creative exploration, we'll craft a logo that's both visually appealing and strategically designed to embody your brand and resonate with your audience. The result: a versatile and timeless symbol that amplifies your brand.

Once approved, we'll then develop a logo library that goes beyond the basics with flexible assets like horizontal and vertical versions (in full color, black and white), social media icons, simplified embroidery options and web-friendly formats. With this comprehensive logo library, you'll have everything you need to seamlessly apply your brand identity across any platform or application.

### Sub-Branding

The Economic Development Department will benefit from crafting a distinct brand within the larger framework of your brand. This focused approach allows you to tailor your messaging and visuals to capture a specific purpose.

We'll work collaboratively with you to review, refine and finalize logo concepts, a color scheme and typography. Once approved, we'll then develop a comprehensive logo library, complete with flexible assets like horizontal and vertical versions (in full color, black and white), social media icons, simplified embroidery options and web-friendly formats. With this comprehensive logo library, you'll have everything you need to seamlessly apply this niche brand's identity across any platform or application.

### Key Messages & Tagline

From insights to impact: during this stage, our creative team starts transforming your brand. We'll begin by developing concepts that capture the essence of the City of San Pablo. These will be refined into a comprehensive brand statement, incorporating valuable stakeholder and community feedback gathered during the research phase. The resulting brand pillars, key messaging and tagline will serve as the cornerstones of your future communications, guiding visual elements like color palette and logo design. Tripepi Smith will then leverage this brand foundation to craft a cohesive visual identity and integrate the messaging into a comprehensive Style Guide and training materials, ensuring consistent brand application across all channels.

## Logo, Color Palette & Fonts

This stage focuses on translating discovery findings and key messaging into a visually compelling identity. We'll work collaboratively with you to review, refine and finalize logo concepts, a color scheme and typography. Once approved, we'll then develop a logo library that goes beyond the basics with flexible assets like horizontal and vertical versions (in full color, black and white), social media icons, simplified embroidery options and web-friendly formats. With this comprehensive logo library, you'll have everything you need to seamlessly apply your brand identity across any platform or application.

## PHASE III – Your Branding Toolkit

In addition to the items developed in Phase II, your Branding Toolkit will also include:

### Style Guide & Branding Guidelines

Get excited to embark on the final stage of the formal branding process! This stage focuses on creating a comprehensive Brand Style Guide, a multi-page document that serves as your central resource for maintaining brand consistency. It will clearly define logo usage, color schemes and font specifications, ensuring seamless application across all materials.

With multiple staff members working on various projects, we design style guides to be user-friendly and easy to access. This ensures everyone on your team feels empowered to apply the brand consistently, regardless of their project size.

### Brand Templates

We'll then move seamlessly into developing essential collateral materials. This includes creating templates for stationery, Word documents (staff memos, letterheads, etc.), Canva graphics, PowerPoint presentations and other relevant items including brochures. During Phase I, we'll work together to identify the exact materials you need, ensuring cost efficiency by only creating the templates that are most essential for City business. For your reference, we've included a preliminary list in our pricing section.

### Additional Requests

We will also design graphics for a street and digital banner and wayfinding signage, generate content for social media and produce stock imagery. Working files will be provided to the City. For these items, we've included a preliminary list in our pricing section.

## PHASE IV – Brand and Marketing Strategy and Placemaking Plan

Tripepi Smith will compile a Brand and Marketing Strategy and Placemaking Plan utilizing the data found during Phase I and branding established in Phases II and III.

The plan will include brand execution, identification of core audiences, identification of needed marketing tools, recommended public relations campaign strategies and communication channels, placemaking strategy and a recommended advertising budget.

## Special Projects

After discussing the request with the City, Tripepi Smith will design requested items such as newsletters, brochures, the City's Annual Report and one-page graphics. Individual costs for these projects are listed in our pricing section.

## Ongoing Services

Ongoing marketing and advertising services include the creation of press releases, news articles, social media management and digital advertising.

## SCHEDULE

The schedule focuses on Phases I through IV and does not feature special projects and ongoing services.

PHASE I: RESEARCH		
Duration – 6+ Weeks		
Week 1	Kickoff	<ul style="list-style-type: none"> <li>Host kickoff meeting, review total scope, timeline and optional elements to proposal</li> <li>Begin scheduling stock photoshoot and creating list of locations (if added on)</li> </ul>
Week 2-6	Research	<ul style="list-style-type: none"> <li>Interviews and surveys</li> <li>Brand research: similar region, similar cities, similar structure, positive examples, negative examples</li> </ul>
Week 6	Branding Strategy	<ul style="list-style-type: none"> <li>Discovery Report and Implementation Plan to City</li> </ul>
PHASE II: BRAND DESIGN & USER TESTING		
Duration – 17+ Weeks		
Week 7-8	Key Messaging & Tagline	<ul style="list-style-type: none"> <li>Proposed brand messaging and tagline</li> <li>Test messaging with stakeholders</li> </ul>
Week 9	Brand Statement & Pillars	<ul style="list-style-type: none"> <li>Brand statement to City</li> </ul>
Week 10-13	Primary Logo Concepting & Design	<ul style="list-style-type: none"> <li>Creation of primary and secondary color palettes</li> <li>Creation of font options</li> <li>Design and present minimum 4 options</li> <li>Review, revise, fine tune</li> </ul>

<b>Week 14-17</b>	<b>Economic Development Department Logos Concepting &amp; Design</b>	<ul style="list-style-type: none"> <li>Design and present 5 commemorative logos</li> <li>Review, revise, fine tune</li> </ul>
<b>Week 18-22</b>	<b>Community Brand Exploration – Virtual Focus Groups</b>	<ul style="list-style-type: none"> <li>3 1-hour public focus group session</li> </ul>
<b>Week 23</b>	<b>User Testing Analysis</b>	<ul style="list-style-type: none"> <li>Report generation analyzing community stakeholder feedback</li> </ul>
<b>Ongoing</b>	<b>Brand Website</b>	<ul style="list-style-type: none"> <li>Site to facilitate research and process engagement. Transition site to be an ongoing resource for brand assets and training (if added on)</li> </ul>

### PHASE III: BRANDING TOOLKIT & IMPLEMENTATION

#### Duration – 9+ Weeks

<b>Week 24</b>	<b>Deliver Logo Library</b>	<ul style="list-style-type: none"> <li>Full asset library</li> </ul>
<b>Week 25-29</b>	<b>Applying the Brand</b>	<ul style="list-style-type: none"> <li>Creation of email signature, PowerPoint deck template, social media template, social media posts, flyer template, wayfinding signage, brochure templates and banners</li> </ul>
<b>Week 30-31</b>	<b>Brand Style Guide &amp; Guidelines</b>	<ul style="list-style-type: none"> <li>Style guide (2-page cheat sheet) to City</li> <li>Brand guidelines (8-12 pages) to City</li> <li>Review, revise, fine tune, deliver final</li> </ul>
<b>Week 32</b>	<b>Launch Strategy &amp; Plan</b>	<ul style="list-style-type: none"> <li>Timeline for planning and implementation</li> <li>Launch recommendations and materials</li> </ul>

### PHASE IV: BRAND AND MARKETING STRATEGY

#### Duration – 5+ Weeks

<b>Week 33-37</b>	<b>Brand and Marketing Strategy and Placemaking Plan</b>	<ul style="list-style-type: none"> <li>Development and delivery of the plan to City</li> </ul>
<b>Week 38+</b>	<b>Presentations</b>	<ul style="list-style-type: none"> <li>Schedule and hold presentations with City Council and Executive staff for branding and the Brand and Marketing Strategy and Placemaking Plan</li> </ul>

# FEE SCHEDULE

## Allocation of Resources

PHASE I: RESEARCH		
DELIVERABLE & RESOURCE	DESCRIPTION	HOURS
<b>PROJECT KICKOFF</b>		
Creative Director	1 hour kickoff call and prep	1.5
Senior Business Analyst	1 hour kickoff call and prep	2
Junior Business Analyst	1 hour kickoff call and prep	2
<b>PROJECT MANAGEMENT</b>		
Creative Director	Up to 6 check-ins (throughout engagement)	6
Senior Business Analyst	Up to 6 check-ins, monthly report review (throughout engagement)	8.5
Junior Business Analyst	Up to 6 check-ins, monthly report creation (throughout engagement)	16
<b>BRAND RESEARCH / COMPARITIVE ANALYSIS</b>		
Creative Director	Research, analysis and oversight	5
Senior Business Analyst	Research, analysis and review	7
Junior Business Analyst	Research (Identifiers, Audience, Community, History, Demographics, etc.) and analysis of similar entities, competitors, regional context	16
<b>FOCUS GROUPS: VIRTUAL MEETINGS (3)</b>		
Creative Director	Facilitation, preparation, meeting debrief	4.5
Senior Business Analyst	Facilitation, preparation, meeting debrief	6
Junior Business Analyst	Facilitation, preparation, meeting debrief	15
<b>STAFF/STAKEHOLDER INTERVIEWS (3 UP TO 90 MIN)</b>		
Creative Director	Facilitation, preparation, interview debrief	13.5
Senior Business Analyst	Facilitation, preparation, interview debrief	13.5

PHASE I: RESEARCH		
SURVEYS: ENGLISH AND SPANISH (3)		
Senior Graphic Designer	Survey creation	3
Senior Business Analyst	Review	0.75
Junior Business Analyst	Spanish translations, administer and response collation	13.5
MARKETING OUTREACH ANALYSIS		
Senior Business Analyst	Compilation of key observations, creation of recommendations, documentation	10
Junior Business Analyst	Review of website, social media accounts and additional outreach platforms	20
BRANDING PROJECT WEBSITE FOR PUBLIC ENGAGEMENT		
Website Development	Website creation, launch, updates for project duration	Flat
Annual Hosting Fee	Project admin	Flat
BRANDING STRATEGY (DISCOVERY REPORT)		
Creative Director	Oversight	4
Senior Business Analyst	Development, direction, review	4
Junior Business Analyst	Development	6
LAUNCH STRATEGY (IMPLEMENTATION PLAN)		
Creative Director	Oversight and review	3
Senior Business Analyst	Writing and review	6
Junior Business Analyst	Development and revisions (timeline for planning and implementation/launch recommendations and materials/plan to involve the community and public outreach)	9
TOTAL PHASE I HOURS		157.75

PHASE II: BRAND DESIGN & USER TESTING		
DELIVERABLE & RESOURCE	DESCRIPTION	HOURS
FOCUS GROUPS: VIRTUAL MEETINGS (3)		
Creative Director	Facilitation, preparation, meeting debrief	4.5
Senior Business Analyst	Facilitation, preparation, meeting debrief	6
Junior Business Analyst	Facilitation, preparation, meeting debrief	15
BRANDING PROJECT WEBSITE FOR PUBLIC ENGAGEMENT		
Website Development	Website creation, launch, updates for project duration	Flat
Annual Hosting Fee	Project admin	Flat
MAJOR LOGO DEVELOPMENT		
Creative Director	Concept, focus and finalization rounds	40
SUBLOGO DEVELOPMENT		
Creative Director	Concept, focus and finalization rounds	11
BRAND LANGUAGE		
Creative Director	Creation of tagline, brand statement and pillars	6
Junior Business Analyst	Project management (assistance to Creative Director)	0.5
TOTAL PHASE II HOURS		83

PHASE III: BRANDING TOOLKIT & IMPLEMENTATION		
DELIVERABLE & RESOURCE	DESCRIPTION	HOURS
LOGO LIBRARY		
Senior Graphic Designer	Various orientation, color formats and file formats	6
STYLE GUIDE & BRAND GUIDELINES		
Creative Director	Direction and review	1
Senior Business Analyst	Review	2
Senior Graphic Designer	Design and revisions (3 rounds)	10
Junior Graphic Designer	Design and revisions (3 rounds)	12.5
APPLYING THE BRAND (BRAND TEMPLATES)		
Creative Director	Creation of wayfinding signage	8
Senior Graphic Designer	Creation of templates (citywide and Economic Development Department) and banner design	66.5
TOTAL PHASE III HOURS		106
PHASE IV: BRAND & MARKETING STRATEGY		
DELIVERABLE & RESOURCE	DESCRIPTION	HOURS
MARKETING STRATEGY & PLACEMAKING PLAN		
Creative Director	Strategic direction and QA	15
Senior Business Analyst	Oversight, direction and review	25
Junior Business Analyst	Content development	50
EXECUTIVE PRESENTATIONS		
Creative Director	2 presentations and preparation	10
Senior Business Analyst	2 presentations, PowerPoint presentation development and preparation	16
TOTAL PHASE III HOURS		106

SPECIAL PROJECTS		
DELIVERABLE & RESOURCE	DESCRIPTION	HOURS
<b>BROCHURES (3)</b>		
Senior Graphic Designer	Design, content layout, revisions (3 rounds)	72
<b>FLYER</b>		
Senior Graphic Designer	Design and revisions (3 rounds)	7
<b>ANNUAL REPORT</b>		
Senior Graphic Designer	Creation of templates (citywide and Economic Development Department) and banner design	39
Senior Business Analyst	Project management and review	7
Junior Business Analyst	Translations and content review	12
<b>TOTAL SPECIAL PROJECTS HOURS</b>		<b>137</b>
ONGOING SERVICES		
DELIVERABLE & RESOURCE	DESCRIPTION	HOURS
<b>PROJECT MANAGEMENT</b>		
Senior Business Analyst	Monthly check-ins	3
Junior Business Analyst	Monthly check-ins and recap emails	4
<b>PRESS RELEASES / LATEST NEWS ARTICLES</b>		
Senior Business Analyst	Review	1.5
Junior Business Analyst	Content development	6
<b>SOCIAL MEDIA MANAGEMENT &amp; MONITORING</b>		
Senior Business Analyst	Advising and strategy	3
Junior Business Analyst	Creating and scheduling social media posts, weekly monitoring and responding, auditing	9

METRIC REPORTING		
Senior Business Analyst	Review	0.75
Junior Business Analyst	Metric gathering and analytics	3
TOTAL ONGOING SERVICES HOURS		30.25

## Cost Proposal

We have broken down the cost proposal into a combination of elements, each offering unique benefits:

- **Fixed Fee:** Promises price security by ensuring a set of services at a set one-time cost.
- **Time & Materials (T&M):** Allows flexibility to “ramp up” or “ramp down” efforts according to budget and priorities.
- **Retainer:** Sustains outreach momentum by ensuring a set of recurring deliverables at a set monthly cost, usually for a period of at least 12 months.

Should you determine Tripepi Smith is the most qualified and responsive vendor but have a budget number that you must hit, we remain open to collaborating to narrow the scope engagement (or refine our understanding of your needs) and will modify our pricing accordingly.

Branding / Marketing Plan (Phases I-IV)	Scope	Price
Phase I: Research	Kickoff Call, Check-In Meetings, Staff/Stakeholder Interviews, Brand Research, Comparative Analysis, Surveys, Branding Strategy, Implementation Strategy, Marketing Outreach Analysis	\$28,275
<i>Phase I Add-Ons:</i>		
Stock Photography	Full-Day Photoshoot (travel costs included)	\$4,755
Project Website	Website Creation and Hosting	\$9,830
Citizen Brand Committee	6 Meetings with Committee Members	\$3,390
Phase II: Brand Design & User Testing	Major Logo Development, Economic Development Logo Design, Brand Language, Focus Groups	\$18,635
Phase III: Branding Toolkit & Implementation	Logo Library, Style Guide, Brand Guidelines, Brand Templates (presentation, letterhead, flyer, social media, brochure, email signature), Street/Digital Banner Design, Wayfinding Signage	\$19,395
Phase IV: Brand & Marketing Strategy	Branding and Marketing Strategy and Placemaking Plan, Executive Presentations	\$20,120
<b>Branding / Marketing Plan Total (exclusive of add-ons)</b>		<b>\$86,425 – Fixed</b>

Special Projects	Scope	Price
Brochures	Creation of 3 Brochures, General, Industry and Opportunity Sites (excludes printing cost)	\$13,320
Flyer	Single-Page, 2-Sided Flyer (includes digital and print versions, excludes printing cost)	\$1,295
Annual Report	16-Page Report, English and Spanish	\$9,960
<b>Special Projects Total</b>		<b>\$24,575 – T&amp;M</b>
Ongoing Services	Scope	Price
Social Media Management & Monitoring	Create and Schedule 2 Posts Per Week, Weekly Monitoring and Responding	\$1,605 / month
Press Releases / Latest News Articles	Draft and Distribute 2 Press Release or Latest News Articles (up to 500 words)	\$980 / month
Project Management	Monthly Check-In Meeting (up to 1 hour) and Recap Emails	\$1,045 / month
Metrics Reporting	Analytics Report	\$490 / month
<b>Ongoing Services Total</b>		<b>\$4,120 – Retainer</b>

## Grand Totals

- Branding / Marketing Plan: \$86,425 (Fixed Fee)
- Special Projects: \$24,575 (Time & Materials)
- Ongoing Services: \$4,120 (Retainer, Monthly)



"It's been an awesome experience collaborating with Tripepi Smith and seeing what they can do with branding and marketing support to better the City. The creativity they deliver is both innovative and meaningful for the community."

**Terrie Banish**

Deputy City Manager, City of Atascadero

## As-Needed Services / Billing Rate

Tripepi Smith will apply the following standard hourly rates and related fees for any authorized as-needed (Time & Materials) work. Such work must be clearly authorized in writing before proceeding.

2024-25 Hourly Rates	Standard	Reduced 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

## Invoicing & Payment Terms

At Tripepi Smith, we bill on either a Retainer, Fixed Fee or Time & Materials basis, with each billing type following its own payment schedule. Regardless, terms are Net 30 days.

- Fixed Fee work is billed upon defined milestones.
- Time & Materials work is billed in 15-minute increments (i.e. 4.0, 1.25, 6.5 or 0.75 hours) at the end of the month in which work is done.
- Retainer work is billed on the 15th of each month.

For the Branding / Marketing Plan, we recommend three fixed fee payments, totaling **\$85,060**, spaced out over the course of the engagement:

- 30% at the kickoff of the project - \$25,927.50
- 30% at approval of the new primary logo design and secondary logo design - \$25,927.50
- 40% at final delivery of the marketing materials - \$34,570

We would invoice per the milestone schedule above.

## Other Cost Information

### Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by 5% or the national CPI 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.

### Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the client for any requested travel to complete a requested scope of work. Travel costs may include airfare, lodging, car rentals and gas. Additionally, when client work requires that we be onsite, we will invoice for a resource's travel time at 50% of the resource's hourly rate.

### Service Fees

Tripepi Smith prefers that clients pay service providers directly to avoid unnecessary administrative costs. You should also know, however, that we have no economic interest in service providers, unless otherwise specified in this proposal.

If a client asks Tripepi Smith to pay for a service provider bill, we will apply a 10% agency fee to the reimbursement expense. Typical service fees include, but are not limited to: print, mailing, digital advertising, media placements, voiceovers, translations and closed captions.

### Retainer Discount

When a client's retainer exceeds \$7,150 per month, they gain access to our reduced retainer rates.

## REFERENCES

### City of Pico Rivera

March – May 2021

**Contact:**

Javier Hernandez, Director of Innovation & Communications  
562-942-2000  
[jhernandez@pico-rivera.org](mailto:jhernandez@pico-rivera.org)  
6615 Passons Blvd., Pico Rivera, CA 90660

**Project Details:**

Whittier Dam Project logo creation, branding, website launch, website content creation, survey development, banner and fact sheet designs, social media posts, e-newsletters, metric reports and videography services

### City of Pinole

March 2023 – March 2024

**Contact:**

Andrew Murray, City Manager  
510-724-9837  
[amurray@ci.pinole.ca.us](mailto:amurray@ci.pinole.ca.us)  
2131 Pear St., Pinole, CA 94564

**Project Details:**

Seal creation, logo creation, branding, style guide, survey development, employee feedback sessions, community event outreach and social media posts

### City of Tracy

October 2017 – Present

**Contact:**

Jorge T. Barrera, Economic Development Manager  
209-831-6021  
[Jorge.barrera@cityoftracy.org](mailto:Jorge.barrera@cityoftracy.org)  
333 Civic Center Plaza, Tracy, CA 95376

**Project Details:**

Economic Development marketing and communications support, social media management, monthly metrics reports, e-newsletter design, written content development (press releases and news articles) and graphic design

**Exhibit B-2**  
**Consultant's Amended Proposal Dated January 14, 2025**

SINGLE SOURCE COMMUNICATIONS

## **BRAND AND MARKETING STRATEGY SERVICES**

**City of San Pablo**

**January 14, 2025**

**By: Ryder Todd Smith  
Co-founder & Principal  
Tripepi Smith & Associates**



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# TRANSMITTAL LETTER

Thank you for the opportunity to present Tripepi Smith's offerings in response to the City of San Pablo's Request for Qualifications and Proposals related to Branding and Marketing Strategy. This proposal offers all requested information, including Tripepi Smith's understanding of your needs, our approach to addressing them, our cost proposal and more.

At Tripepi Smith, we specialize in branding for public agencies—whether creating brands from the ground up, conducting rebrands or developing comprehensive logo systems and identity materials. Our approach integrates staff, stakeholder and community engagement to uncover brand themes that truly resonate. We then transform those insights into cohesive brand ecosystems that include logos, messaging and key materials. Because of our deep understanding of public agencies, we ensure that creativity is always balanced with practicalities: community input, sound research, stakeholder considerations, approval milestones and the creation of a functional library of brand assets.

One of the key advantages of partnering with Tripepi Smith is the opportunity to work together on more than branding. As a full-service marketing and creative services firm, we offer a wide range of expertise that we see as eventual possibilities, including stock photography, videography, animation, public relations, social media management, editorial content and promotional materials.

We are confident that our experience and commitment make us the right partner for the City of San Pablo branding and marketing initiative. Thank you for considering Tripepi Smith for this important endeavor. We look forward to the opportunity to discuss our proposal in more detail.

## Authorization

I affirm that I have the legal authorization to bind Tripepi Smith into agreements with the City of San Pablo and to make the statements below on behalf of the firm. I also affirm having received all addenda associated with your Request for Qualification/Request for Proposals. This proposal is valid for 120 days from the date of submission.

Regards,



Ryder Todd Smith

Co-Founder & President, Tripepi Smith & Associates, Inc.

Ryder@TripepiSmith.com • (626) 536-2173 • PO Box 52152, Irvine, CA 92619

**RFP@TripepiSmith.com is the preferred contact throughout the evaluation process.**

# ABOUT TRIPEPI SMITH

## A Public Affairs Firm that Understands Local Government

Tripepi Smith excels in public affairs and marketing. Founded in 2000 and incorporated as a California corporation in 2002, the company is headquartered in Orange County, California, with staff throughout the western United States. 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 offers the right professionals for the job while being small enough to be nimble and responsive. Our team offers a broad spectrum of experience and skills that allows us to apply the appropriate resource to the appropriate tasks; this allows us to execute work faster and reduce engagement costs.

Tripepi Smith's team comprises over 65 full-time professionals experienced in local government. Our staff includes former municipal employees with backgrounds in creative services, public information and city management, as well as seasoned directors, analysts and practice area specialists. Accredited public relations (APR) professionals guide effective messaging while policy wonks provide counsel on public affairs. TS Creatives fashion compelling branding, websites, print and digital design, social media, photography and videography. We employ multiple FAA-certified drone pilots and operate a full-scale video production studio with extensive event and broadcast experience.

**The Result: We have an ability to tell a complete story across mediums, all within our one team.**

## Firm Structure and Financial Matters

Tripepi Smith was founded in 2000 and incorporated in 2002 as a California S Corporation. The firm has 2 corporate officers, who are also the co-founders with equal ownership of the business:

**President/Chief Executive Officer Ryder Todd Smith**

**Chief Financial Officer Nicole Smith**

Ryder and Nicole have signing authority to bind Tripepi Smith into agreements with clients. Tripepi Smith has generated a profit every year it has been in operation. We have never had a legal claim filed against us and have never failed to fulfill a contract commitment.

In addition to the president/CEO and CFO, multiple principals and directors oversee the day-to-day operations of a team of analysts, graphic designers, photographers and videographers. All Tripepi Smith employees report directly to the President. Please refer to our Org Chart for full details.

## Grounded in Civic Affairs

CFO Nicole Tripepi Smith is a second-generation civic-affairs professional (her father was a city manager for 28 years). President Ryder Todd Smith brings over 20 years of public agency marketing and communications experience to the table.

## Office Locations

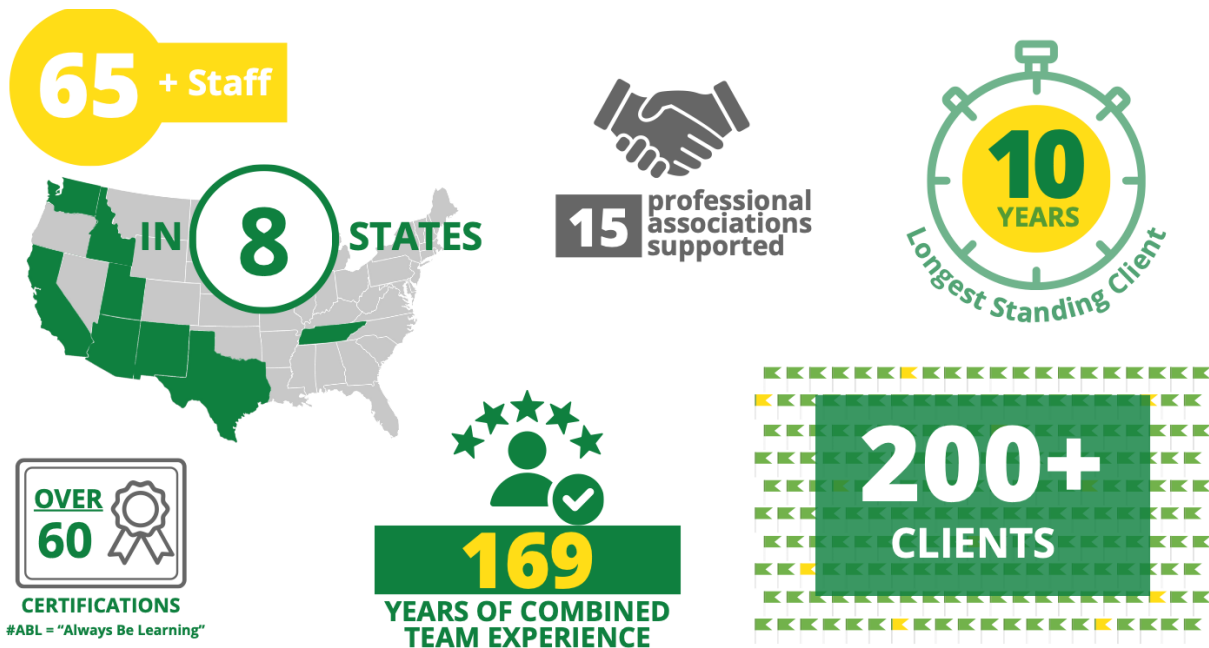
Since early 2017, Tripepi Smith has operated in a completely virtual office environment. Being virtual enhances operational resilience and grants us access to a flexible and diverse workforce. The team — composed of policy wonks, creative message developers, broadcast specialists, videography experts, technology gurus and graphic artists — resides throughout Arizona, California, Idaho, New Mexico, Tennessee, Texas, Utah, Washington, with a majority based in California.

## Contact Information

Email: [RFP@TripepiSmith.com](mailto:RFP@TripepiSmith.com)

Phone: (626) 536-2173

Mail: PO Box 52152, Irvine, CA 92619



## Our Services

Tripepi Smith operates at the intersection of marketing, technology and public affairs. We excel in each of these areas, but the true power lies in our ability to seamlessly integrate them. This holistic approach allows us to craft impactful solutions for our clients.

Strategy, Marketing, Communications	Creative Services
<b>Strategic development, research, surveys, messaging</b>	<b>Full-service graphic design for digital, print and outdoor</b>
<b>Social media management</b>	<b>Brand and logo development</b>
<b>Web and social media strategy, optimization (SEO), metrics</b>	<b>Content creation</b> (writing, editorial, thought leadership)
<b>Web hosting and support</b>	<b>Output services</b> (digital distribution, print management, mail management)
<b>Email campaigns</b>	<b>Illustration and information graphics</b>
<b>Relations</b> (media, stakeholders, public, government)	<b>Photography</b>
<b>Support and training for events, presentations and virtual gatherings</b>	<b>Videography, broadcasting, podcasting, drone</b>
<b>Digital, print, radio, out-of-home advertising</b>	<b>Event production, technical support</b>
<b>Staff training</b> (media, social media, photo, brand implementation)	<b>Animation and motion graphics</b>
	<b>Web design and implementation</b>

## Partial Client Roster

We have a network of 200+ satisfied clients in the local government space. We are happy to connect you with contacts at our client agencies who can share their experience working with Tripepi Smith.

California City Management  
Foundation

City of Aliso Viejo

City of American Canyon

City of Atascadero

City of Azusa

City of Baldwin Park

City of Bellflower

City of Benicia

City of Burlingame

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 Foster City

City of Fullerton

City of Gilroy

City of Grover Beach

City of Hawaiian Gardens

City of Hayward

City of Huntington Beach

City of Hercules

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 La Verne

City of Lake Forest

City of Lakeport

City of Laguna Hills

City of Laguna Niguel

City of Lancaster

City of Livermore

City of Lomita

City of Lynwood

City of Malibu

City of Manhattan Beach

City of Manteca

City of Martinez

City of Menifee

City of Millbrae

City of Morgan Hill

City of Murrieta

City of Napa

City of Norwalk

City of Orange

City of Orinda

City of Pacifica

City of Palm Desert

City of Palmdale

City of Paramount

City of Pinole

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 San Clemente

City of San Leandro

City of Santa Ana

City of Santa Clarita

City of Santa Paula

City of Saratoga

City of Stanton

City of South Gate

City of South Pasadena

City of Tracy

Costa Mesa Sanitary District

West County Wastewater District

Del Paso Manor Water District

Independent Cities Association

Independent Cities Finance Authority

Institute for Local Government

League of California Cities

Municipal Management Association  
of Northern California

Municipal Management Association  
of Southern California

Orange County City Manager  
Association

San Gabriel Valley City Managers'  
Association

Claremont McKenna College

## Axioms We Live By

### Introduction

In our work with over 200 local government agencies on external communications since our incorporation in 2002, we have identified many patterns, observations and insights. As a result we have developed some axioms (AKA sayings or mottos) when it comes to thinking about external-facing communications. These are just a few that we find universally true.

### Content X Distribution = Impact

The audience must see your content to be impacted by it.



Tripepi Smith was born in the digital era. 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.

**“Content x Distribution = IMPACT”** is how we illustrate the point: What good is content if you aren’t properly promoting, distributing or sharing it? On the other hand, what good is distribution if the content fails to engage your audience positively? We use this principle to guide a comprehensive distribution strategy that ensures we reach our target audiences.



**If you don’t publish  
information first, someone  
else will—and they may not  
care about the facts.**

In this age of smartphones and voice-activated virtual assistants, we are used to being able to access news and information at our fingertips. When your community cannot easily find information — such as a controversial policy decision, a new housing development or a political scandal — they may resort to finding "the facts" on their own. This is especially true for crisis communications: the longer you wait to address the crisis, the more time you are giving to others to fill that void with their own research and/or opinions.

So, we strive to get your information out there first, even if it is a "holding message" such as "we are aware of the situation and will use our official channels to share more info soon." By publishing information on your agency's website or some other centralized location, you, your agency leadership and your supporters will be able to easily debunk misinformation with verifiable facts and talking points.

**Only a small percentage of the population understands local government the way we do.**



The 3% includes local government professionals like you and consultants like us—the select few who wake up daily thinking about the complexities facing public policy and municipal management. We have our own language in local government: terms, phrases and especially acronyms. Most of the population may have little exposure to or interest in local government. They just want their utilities to work, no potholes, low crime and other securities provided by their local governments that enable a high quality of life.

So, when we speak with the 97% through public outreach, we ensure our language is accessible and understandable. This mitigates any risk of alienating them; moreover, it enables an ability to build relationships and engender trust.

# TRIPEPI SMITH TEAM

## Organization Chart



# Project Staff

Crafting your agency’s story is no small task. It requires creativity, research, active listening, and extensive experience. The Tripepi Smith team of 10 creatives includes experts with additional specialties like brand design, writing, web design and photography. The team boasts three members with over a decade of experience, as well as energetic young designers. This allows Tripepi Smith to efficiently assign resources as needed, applying experience where recommended while keeping engagement costs down.

To deliver a powerful, compelling brand, Tripepi Smith recommends that **Creative Director Kevin Bostwick** take lead—supported by **Senior Graphic Designer Sean Talbot** and **Junior Graphic Designer Jessa Laboissonniere**—as well as **Senior Business Analyst Kalee Cummings** serving as the Account Lead. **Junior Business Analyst Mia Valenzuela** will provide project support and **Junior Photographer Ethan De La Peña** will provide photography services. Should any key personnel become unavailable during our engagement, Tripepi Smith will quickly substitute with other Tripepi Smith resources who have commensurate experience, knowledge and/or skill sets. You can learn more about our individual backgrounds and qualifications at [www.TripepiSmith.com/Our-Team](http://www.TripepiSmith.com/Our-Team).

Brand & Design Services	
Kevin Bostwick Creative Director	Katherine Griffiths, APR Principal, Editorial Lead
Melanie James Director, Senior (Designer, Web Dev)	Kjerstin Wingert Senior (Designer, Photographer)
Sean Talbot Senior Graphic Designer	Sara Madsen Senior (Designer, Analyst)
Jenni Wechsler Graphic Designer	Alexis Mendez Junior Graphic Designer
Jenna Haubruge Junior Graphic Designer	Jessa Laboissonniere Junior Graphic Designer

The core project team will have dedicated availability to support the engagement, including capacity to provide support under urgent notice and/or time constraints. Tripepi Smith is a collaborative firm with many skill sets available. Any Tripepi Smith staff member may be brought onto the engagement to help with our efforts.



## Kalee Cummings Senior Business Analyst

Location: San Francisco, CA | Role: Account Lead

Kalee Cummings, a Senior Business Analyst residing in the Bay Area, brings a wealth of experience in public policy, non-profit management and marketing strategy. Having quickly ascended from Junior Business Analyst to Business Analyst to her current role, Kalee excels in client management, narrative crafting and community engagement, tailoring solutions to meet diverse client needs. At the core of her proficiency lies her talent for

devising innovative communication strategies and producing creative and targeted content. Additionally, Kalee is a key member of the Tripepi Smith Cloud Webmaster team and spearheads strategy and operations for Tripepi Smith Media Intelligence services, leveraging her expertise in web development, data analysis and market research to deliver invaluable insights to clients.

Kalee holds a bachelor's degree in government from Claremont McKenna College, with a focus on public policy and organization, complemented by a sequence in data science. Her commitment to professional growth is underscored by her certifications, including Google Ads Display Certification, Meltwater Social Listening with Explore: Advanced, Meltwater Boolean: Advanced and Sprout Social Platform Certification.

Kalee's clients have included municipalities such as American Canyon, Napa, St. Helena, El Cerrito, Orinda, Lancaster and Laguna Hills, as well as esteemed organizations like Pivot Charter Schools and the Center for Public Safety Management.



## Kevin Bostwick

### Creative Director

**Location:** Claremont, CA | **Role:** Graphic Design Lead

Kevin Bostwick is an experienced Creative Director and brand designer. He partners with stakeholders to reflect powerful ideas visually, distilling unexpected brand stories from challenging content and designing media for engagement, understanding and absorption. He directs and executes for digital, interactive and print mediums, delivering across a blend of channels, particularly for learning, data-display and presentation. His work for major clients has included digital tools, logos, presentation, interactive learning, advertising and print design. He navigates the whole ecosystem, working with high-powered stakeholders to shape concepts, UX, branding, strategy, writing, asset management, information architecture and infographics.

Kevin's clients have included California State University San Marcos, Clean Energy Alliance (power provider for the cities of Carlsbad, Del Mar, Escondido, Oceanside, San Marcos, Solana Beach and Vista), Orange County (Health & Human Services, Social Services), City of Aliso Viejo, Culver City, City of Napa, City of San Leandro, City of Manteca, City of Livermore, City of Palmdale, Pivot Charter Schools, California Joint Powers Insurance Authority and Renne Public Law Group.



## Sean Talbot

### Senior Graphic Designer

**Location:** Alhambra, CA | **Role:** Graphic Design Support

Sean is a Senior Graphic Designer and brings a diverse set of skills and experience to the creative team. His expertise includes graphic design in print and digital mediums, branding, art direction, illustration, product development, project management and marketing. Sean has worked with a wide range of clients and stakeholders in a variety of industries throughout his career, from television to fashion to local government agencies. He graduated in 2011 from the University of Oregon with a bachelor's degree in product design and continues to bear his Duck colors with his team at Tripepi Smith.

His clients include the City of Ojai, City of Hawthorne, City of Palmdale, City of Paramount, and Orange County.



## Mia Valenzuela

### Junior Business Analyst

**Location:** San Francisco, CA | **Role:** Project Support

Mia Valenzuela is a community-oriented writer with a background in the arts supported by strong organizational and communication skills. She received her bachelor's degree in English with a concentration in creative writing and a minor in philosophy from Scripps College. Mia is enthusiastic about serving the public through informative storytelling and is proud to do so with Tripepi Smith.

Mia is certified in Sprout Social. Her clients include Renne Public Law Group, City of Menlo Park, City of Hercules, City of San Luis Obispo and City of Rohnert Park.



## Jessa Laboissonniere

### Junior Graphic Designer

**Location:** Fullerton, CA | **Role:** Graphic Design Support

Jessa Laboissonniere is a passionate and dedicated graphic designer with Tripepi Smith. She holds a bachelor's degree from San Francisco State University in visual communication design, as well as theatre arts, with an emphasis in technical design. Prior to joining the Tripepi Smith team, Jessa

served as Senior Graphic Designer with the Associated Students of San Francisco State University, where she supported 13 student-run programs with marketing materials.

In addition to her graphic design background, Jessa also worked as a Scenic Designer on a variety of theatrical productions across the Bay Area. Her background in theatre has given her an audience-centered approach to her work. She is thrilled to be using her skills while supporting clients with Tripepi Smith.



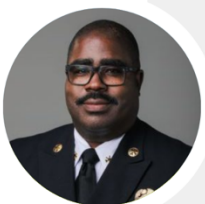
## Ethan De La Peña

### Junior Photographer

**Location:** Clovis, CA | **Role:** Photography Lead

Ethan brings an array of experiences and skills to the Tripepi Smith team. With a bachelor's degree in mathematics, statistics and data science from Biola University, he honed his analytical and logical talents while learning courses in computer science, data science, statistics, abstract mathematics and more. Throughout his collegiate career, he became an experienced video editor, photographer and videographer and practiced graphic design, media relations, content creation, media management and motion graphics. He grew his leadership skills as one of Biola's Student Missionary Union's volunteer group leaders and New Student Orientation coordinator.

Ethan is a certified Hootsuite Social Marketing Professional. His client work includes the City of Lomita, California Contract Cities Association, Town of Yucca Valley, City of South Gate, City of Paramount, Greenrock, City of Foster City, and City of Fountain Valley.



"It's been an awesome experience collaborating with Tripepi Smith and seeing what they can do with branding and marketing support to better the City. The creativity they deliver is both innovative and meaningful for the community."

**Dennis Lollie**  
Deputy Chief, Santa Clara Fire Department

## KALEE CUMMINGS

### TRIPEPI SMITH – SENIOR BUSINESS ANALYST

07/24 – PRESENT

- Produce and oversee development of comprehensive content and strategies, including social media, email, press releases, website content, graphics and more, to achieve communication goals
- Lead strategy and operations for Media Intelligence services practice area

### TRIPEPI SMITH – BUSINESS ANALYST

12/22 – 07/24

### TRIPEPI SMITH – JUNIOR BUSINESS ANALYST

07/21 – 12/22

### SOURCE NONPROFIT CONSULTING – CONSULTANT

08/17–05/21

- Researched and compiled data to create deliverables including a recommendation guide to streamline donor management and retention, marketing strategy for expanded services and campaign strategy
- Lead internal marketing initiatives, utilizing Photoshop and HTML to create a year-end report displaying impact

### JOLYN CLOTHING – E-COMMERCE INTERN

06/19 – 09/19

- Developed SEO Meta descriptions to optimize product listing pages and merchandise product
- Performed web content updates within Shopify and Amazon Seller Central to expand e-commerce streams

### POLICY LAB – STUDENT RESEARCHER

01/19 – 05/19

- Researched and analyzed over 170 foreign policy speeches to project the foreign policy agenda related to migration in the 2020 midterm elections and synthesized research into a memo for the Brookings Institution
- Mapped populations of immigrants, identified migration integration initiatives of Mayors Migration Council cities and synthesized research and data visualizations into a memo for the City of Los Angeles

### YASZA CREATIVE AGENCY – DIGITAL MARKETING INTERN

06/18 – 08/18

- Managed and curated daily content for social media platforms of four YASZA-affiliated companies based upon analytics using Hootsuite software and Instagram business tools
- Directed video coverage of sales packages and services to be integrated into the social media platforms and websites of two companies, generating over 6,700 added views to promotional material

## EDUCATION

### CLAREMONT MCKENNA COLLEGE – CLAREMONT, CA

- Bachelor of Arts in Government, Sequence in Data Science

### CERTIFICATIONS

- Google Ads Display Certification..... 03/23
- Sprout Social Platform Certification ..... 03/22
- Meltwater ..... 21-22
  - Social Listening with Explore: Advanced, Meltwater Boolean: Advanced
- Hootsuite Social Marketing ..... 07/21

### SOFTWARE

- |                   |                          |   |
|-------------------|--------------------------|---|
| • Adobe Photoshop | • Hootsuite              | • Sprout Social                         |
| • Canva           | • Microsoft Office Suite | • STATA, R, Python                      |
| • Google Suite    | • Shopify                | • WordPress, CivicPlus, Granicus Vision |

## KEVIN BOSTWICK

### TRIPEPI SMITH – CREATIVE DIRECTOR

10/19 – PRESENT

- Consult, design and execute on premium branding and design projects
- Manage client accounts and creative presentation, encourage business development where the focus is design
- Ensure quality assurance, brand consistency and overall visual quality. Establish high technical standards, manage internal and external creative resources and vendors, provided project management and consulting

### KB GRAPHIC STUDIO – PRINCIPAL

01/03 – 10/19

- Content strategy and information design for both digital and print communications
- Data visualizations, interactive components, information models, and diagrams used for assessment, learning, marketing, and presentation
- Projects include Canon, Walmart, Coca-Cola, HP, Google, PNC, Clarkson University and Goodwill

### KORN FERRY INTERNATIONAL – ART DIRECTOR

01/12 – 03/18

- Design for talent acquisition, leadership training, performance and retention
- Development of internal brands and product lines, white-label offerings and client brands
- Lead design process for stakeholders (product owners, SMEs, business strategists, etc.)
- Clients include Futurestep, Hay Group, Lominger, Global Novations, Chevron, Johnson & Johnson, 7 Habits, Cemex, Fonterra and Genentech

### MARRIOTT INTERNATIONAL – ART DIRECTOR

01/03 – 01/12

- Graphic design for advertising, logos, presentations, brochures and magazines
- Data visualizations, interactive components, information models and diagrams
- Projects include JW Marriott, Marriott Resorts, Renaissance and Marriott Brand Family

### CLAREMONT MCKENNA COLLEGE – SENIOR GRAPHIC DESIGNER

08/11 – 06/12

- Design and management of creative assets, vendor relations, pre-press
- Some Claremont McKenna projects: admissions brochures, alumni magazine, logo development

## EDUCATION

### REED COLLEGE – PORTLAND, OR

- Bachelor of Arts in Philosophy/Literature

### SKILLS

- |  |   |  |
|--|---|--|
| • Adobe Creative Suite                   | • Data Design and Infographics            | • Strategy, Development, Blended Media       |
| • Brand Development                      | • Implementation, Engineering, Production | • User stories, UX, Information Architecture |
| • Creative Workflow and Agile Management | • Microsoft Office Suite                  | • Wireframes, Storyboards                    |

## SEAN TALBOT

### TRIPEPI SMITH – SENIOR GRAPHIC DESIGNER

07/24 – PRESENT

- Design branding, logos, marketing materials, social media assets, animated videos and graphics for local governments and public agencies
- Create multiple social media graphics across multiple campaigns
- Design informational graphics and flyers for multiple clients
- Develop new logos and branding
- Create packaging designs, event marketing materials and print materials for clients

### CARLISLE ETCETERA LLC – ART DIRECTOR & VISUAL DESIGN SPECIALIST

06/17 – 07/24

- Directed brand strategies and marketing asset development for two luxury women's fashion brands
- Led the development of visual identity and aesthetics across digital and print platforms, resulting in increased brand continuity
- Supervised team in designing brand assets, marketing collateral, and packaging materials, ensuring consistency and quality across all verticals
- Oversaw photography direction, selection and retouching
- Guided and optimized team workflows and processes for enhanced efficiency

### STALBOT DESIGN – CREATIVE DIRECTOR

2015 – PRESENT

- Established brand style guidelines for client partnerships across multiple industries
- Created custom graphics, editorial layouts, illustrations, and presentations for various clients including VEVO, GLAMOUR, Longchamp, Tracy Anderson, The Daily Front Row, Gallo Wines, New York MTA, City of Baltimore, Bloomberg Philanthropies and NYSIF
- Designed municipal way-finding signage for the City of Monterey Park
- Managed full cycle of projects, delivering high-quality designs within specified timelines and budgets

### WINE WAREHOUSE – GRAPHIC DESIGNER

2014 – 2016

- Designed advertisements, catalogs and marketing materials for a California wholesale distributor of fine wine, beer and spirits
- Developed visually appealing layouts to effectively showcase products and enhance brand visibility

### EXCELA CREATIVE – BRAND DESIGNER & PRODUCTION MANAGER

2011 – 2014

- Successfully created and launched multiple e-commerce lifestyle brands
- Established comprehensive brand guidelines and concepts to align with product design
- Designed and produced a diverse range of products including jewelry, handbags, blankets, candles, apparel and furniture, accompanied by custom packaging solutions

## EDUCATION

### UNIVERSITY OF OREGON – EUGENE, OR

- Bachelor of Science in Product Design, Minor in Business

### SOFTWARE

- |                        |                    |                          |
|------------------------|--------------------|--------------------------|
| • Adobe Creative Suite | • Constant Contact | • Microsoft Office Suite |
| • Canva                | • Google Office    | • Shopify                |

## MIA VALENZUELA

### TRIPEPI SMITH – JUNIOR BUSINESS ANALYST

06/23 – PRESENT

- Support project management of client accounts Create social media content and graphic design
- Manage and monitor social media and respond to public questions
- Develop weekly and monthly e-newsletter content Translate written content and graphics from English to Spanish Compile social media metrics reports

### BARNES AND NOBLE BOOKSTORE – BOOKSELLER

06/21 – 01/23

- Effectively multi-tasked and took initiative in fast-paced, client-facing role
- Attended to customer needs with compassion and a commitment to company's service values
- Responded to telephone communications while balancing sales floor duties
- Fulfilled customer orders and inquiries through Bookmaster software

### NINTH STREET HOOLIGANS A CAPPELLA – PRESIDENT

12/21 – 12/22

- Coordinated rehearsal and event schedules for 15 members
- Efficiently communicated with team and external collaborates regarding event planning, performance preparation and budget needs according to deadlines
- Demonstrated follow-up and follow-through when facilitating group's participation in performances such as the SoCal A Cappella Music Festival to audience of 2500
- Organized annual off-campus community retreat with outside venue within allocated budget
- Created promotional content for Instagram using Canva and V photo and video editing services to advertise new member recruitment and performance events

### SCRIPPS EATING DISORDER ALLIANCE – COMMUNICATIONS OFFICER

08/20 – 08/21

- Researched eating disorder education, size inclusivity, mental and physical health-related topics
- Generated promotional and educational social media content for Instagram using Canva

## EDUCATION

### SCRIPPS COLLEGE – CLAREMONT, CA

- Bachelor of Arts in English, Concentration in Creative Writing

### CERTIFICATIONS

- Sprout Social..... 07/23
- Hootsuite Social Marketing ..... 06/23

### PROFESSIONAL DEVELOPMENT

- Scripps College Emerging Professionals Programs – 2023 Cohort

### SOFTWARE

- Canva
- Google Suite
- PublicInput
- Constant Contact
- Microsoft Office Suite

## JESSA LABOISSONNIERE

### TRIPEPI SMITH – JUNIOR GRAPHIC DESIGNER

07/24 – PRESENT

- Design branding, logos, marketing materials, social media assets, animated videos and graphics for local governments and public agencies in California
- Create multiple social media graphics across multiple campaigns
- Produce and edit animated videos for clients
- Create packaging designs, event marketing materials and print materials for clients

### ASSOCIATED STUDENTS OF SAN FRANCISCO STATE UNIVERSITY – SENIOR GRAPHIC DESIGNER

08/21 – 06/24

- Created print and digital deliverables for 13 unique student programs
- Planned, developed and executed branding campaigns including student interest surveys, annual student elections, and historic campus events
- Created branded “swag” items, installations and apparel

### SFSU SCHOOL OF DESIGN – RESEARCH ASSISTANT

06/23 – 07/23

- Researched scholarly articles regarding institutional biases in design education
- Created APA-style literature review of relevant information to substantiate project proposals

### SFSU SCHOOL OF THEATRE & DANCE – SCENIC DESIGNER

09/22 – 05/24

- Designed scenic elements for SFSU Theatrical Productions
- Collaborated with Staff Supervisors and oversaw Assistant Scenic Designers throughout production process
- Attended regular preproduction and production meetings to correspond with other departments and achieve a cohesive and visually appealing final production look

## EDUCATION

### SAN FRANCISCO STATE UNIVERSITY – SAN FRANCISCO, CA

- Bachelor of Science in Visual Communication Design
- Bachelor of Arts in Theatre Arts, Emphasis in Technical Design

### PROFESSIONAL DEVELOPMENT

- AIGA Career Growth Certification ..... 03/23
- Associate of Adobe Illustrator ..... 06/20

## PUBLICATION

- Design Writing: Five Views of Sarah Ruhl’s Eurydice

## SOFTWARE

- Adobe Creative Suite
- Canva
- Microsoft Office Suite

## ETHAN DE LA PEÑA

### TRIEPI SMITH – JUNIOR VIDEOGRAPHER

11/22 – PRESENT

- Film, photograph and edit live events for client deliverables
- Manage social media and respond to public questions
- Set up livestream events, interviews, time lapses and more

### MATHNASIUM – INSTRUCTOR

03/22 – 09/22

- Created detailed learning plans for students
- Marked improvements in logical reasoning skills and quantitative leaps in grades and quality of work
- Worked closely with individuals and groups to ascertain and fulfill developmental needs

### FREELANCE VIDEOGRAPHER AND PHOTOGRAPHER

01/15 – 11/22

- Pre-production, production and post-production of music videos, documentaries, highlight reels, live events, weddings, commercials and more
- Photographed, edited and delivered senior portraits, engagement shoots, events and more
- Expanded skills in audio design, video organization, editing and media management

### BIOLA QUANTITATIVE CONSULTING CENTER – STUDENT CONSULTANT

01/22 – 12/22

- Maintained communication over Zoom and email with potential and current clientele
- Created statistical reports in the areas of Psychology, Chemistry, Sports Analytics and more
- Utilized a variety of statistical and analytical paths to deliver final products to clients, such as structural equation modeling, linear regressions and brute-force mathematical analysis

## EDUCATION

### BIOLA UNIVERSITY – LA MIRADA, CA

- Bachelor of Science in Mathematics, Statistics and Data Science, Minor in Biblical Studies

### CERTIFICATIONS

- Hootsuite Social Marketing ..... 11/22
- Sprout Social..... 11/22
- Constant Contact Partner Certification..... 10/23
- FAA Part 107 Drone Licenses ..... 10/23

### SOFTWARE

- Adobe Suite
- C++
- Canva
- Davinci Resolve
- Google Suite
- Microsoft Office Suite
- Python/SQL [Introductory]
- R-Studio

# STATEMENT OF PROJECT UNDERSTANDING

## City of San Pablo's Needs

Although San Pablo has experienced positive transformations in recent years, including enhanced safety and upgraded facilities, it still grapples with the perception of its past conditions. The significance of shifting longstanding perceptions to align with current positive realities cannot be overstated, especially as these dated perceptions can significantly influence economic development initiatives.

The City of San Pablo is seeking a partner to develop a comprehensive economic development strategy that includes a new brand identity, a marketing plan and a placemaking plan. Additionally, the consultant will provide ongoing marketing and branding services.

In doing so, the consultant will:

- Review the City's current marketing and branding efforts
- Provide recommendations to enhance the City's competitive edge
- Create branding for both the City and the Economic Development Department
- Draft and present a Brand and Marketing Strategy and Placemaking Plan
- Develop a Branding Toolkit
- Provide monthly reports
- Recommend promotional materials
- Design special projects
- Provide ongoing marketing and advertising services

## Tripepi Smith's Approach

Tripepi Smith has experience in all facets of the request. We recommend a phased approach to accomplish the goals, tasks, and deliverables:

- **Phase I: Uncovering Your Brand Story: Discovery & Strategy.** This phase includes a kick-off meeting, an assessment of current marketing and branding efforts, community involvement, staff and council member feedback and research.
- **Phase II: Building a Brand that Reflects San Pablo and Economic Development.** This phase involves developing the brand and user testing with staff and the community.
- **Phase III: Your Branding Toolkit.** The toolkit will feature items designed in Phase II, as well as a style guide, templates and other requested materials.
- **Phase IV: Brand and Marketing Strategy and Placemaking Plan.** This phase includes compiling the information gathered—such as brand execution, core audiences, needed marketing tools and strategies, placemaking strategy and advertising budget recommendations—into a Brand and Marketing Strategy and Placemaking Plan.
- **Special Projects.** Tripepi Smith will design requested items such as newsletters, brochures, the City's Annual Report and one-page graphics after discussion with City staff. Tripepi Smith staff is available to assist with special project items at any point throughout the engagement.
- **Ongoing Services.** Ongoing marketing and advertising services include the creation of press releases, news articles, social media management and digital advertising.

## Project Management

Tripepi Smith begins all engagements with a kickoff meeting with the client to: introduce personnel to one another, define Key Performance Indicators (metrics, goals and timelines); review project management processes; and ensure each stakeholder has a full understanding of their responsibilities.

Tripepi Smith primarily uses the following tools to manage projects:

- Google Workspace for email, creating real-time collaborative documents and instant messaging
- Zoom or Google Meet for conference calls
- Sprout Social for social media management: posting and monitoring comments/messages
- Meltwater for media intelligence and media relations
- Kantata for project/task management, internal project status updates and time entry

These tools enable project managers to quickly determine a project's budget status, review the schedule of tasks, send rapid notifications to the whole team if issues arise and, generally, sustain momentum on our efforts.

## Translation & Accessibility

Our in-house team excels in Spanish translations for written documents, presentations and video content, ensuring clear communication with diverse audiences.

For translations in other languages, Braille production or media accessibility to those with hearing and visual impairments, we can either:

1. Recommend qualified translation and accessibility vendors based on your specific needs and budget.
2. Subcontract with your preferred vendor. We're happy to collaborate with vendors you already have established relationships with.

This combined approach ensures accessibility for all participants, regardless of language or ability.



"From our ongoing work with Tripepi Smith, we knew that their brand identity expertise would make them an exceptional partner to develop the City of Napa's Water Division logo. The team delivered, creating a unique and fun design that adheres to Napa's brand while showcasing the unique elements of our Water Division."

**Jaina French**

Community Relations and Media Manager, City of Napa

# STATEMENT OF EXPERIENCE & QUALIFICATIONS

## Professional Graphic Design Experience

Creative Director .....	Kevin Bostwick	25+ years	+ Creative Direction, Branding, Strategy
Senior Graphic Designer .....	Sean Talbot	13+ years	+ Graphic Design, Branding, Strategy
Senior Graphic Designer .....	Kjerstin Wingert	8+ years	+ Art Direction, Branding, Photography
Senior Graphic Designer .....	Melanie James	7+ years	+ Sr. Web Designer, Graphic Design
Senior Graphic Designer .....	Sara Madsen	5+ years	+ Web Designer, Graphic Design
Junior Graphic Design.....	Alexis Mendez	2+ years	+ Graphic Design
Junior Graphic Designer .....	Jenni Wechsler	1+ year	+ Animation, Graphic Design
Junior Graphic Designer .....	Jenna Haubruge	1+ year	+ Graphic Design
Junior Graphic Designer .....	Jessa Laboissonniere	1+ year	+ Graphic Design

## Work Samples

The following are some sample engagements that align with the services and scope the City has indicated it could need help with.

### City of Tracy

Tripepi Smith first engaged with the City of Tracy in 2017 to assist the Economic Development Department in creating and implementing a marketing plan to drive engagement, awareness and increase economic development within the City. In 2019, the engagement expanded focus on business attraction campaigns and included graphic design and other marketing strategies for the City's Communication Department. This work included a branding and style guide that encompasses the City's logo use, font choices, color codes, approved templates and more. When the pandemic hit, we adapted marketing campaigns to promote resources for existing businesses, shop local campaigns and residents which included a custom sub-brand logo for the City's "Shop Local" campaign efforts. In 2021, Tripepi Smith began promoting tourism in the City of Tracy with help from the San Joaquin County's Tourism Recovery funding agreement. The work included logo development and sub-branding, social media and multiple advertising campaigns (including services and events) and metric reporting for the City, Tracy City Center Association (TCCA) and The Grand Theatre.

#### **Project Team: Creative Director Kevin Bostick**

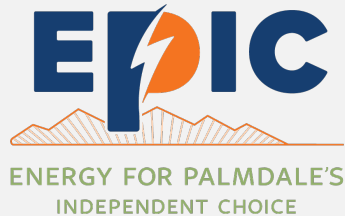
Support Tracy – Shop Local sub-brand



Discover Tracy - Tourism sub-brand



## Energy for Independent Palmdale (EPIC)



Energy for Palmdale's Independent Choice, a California Choice Energy provider planning a 2022 launch, asked Tripepi Smith to create their new logo. They wanted to stand out from other similar entities and Tripepi Smith recognized that priorities in Palmdale leaned more towards "local control" than the green benefits. The resulting logo and color palette reflects the region and points towards a bright energy future.

**Project Team: Principal Katherine Griffiths, Creative Director Kevin Bostick and Senior Business Analyst Karen Villaseñor**

## City of Pinole

In 2024, the City of Pinole announced the adoption of a new logo, seal and brand guidelines. The new design marks a significant milestone in the city's journey towards revitalizing its identity. The decision to update the 40-year-old city seal, originally honoring local indigenous history, stemmed from a shared belief among staff that it no longer reflected Pinole's evolving identity. Consultation with the Confederated Villages of Lisjan, representing the local Ohlone community, reinforced the need to replace the previous emblem, which featured a human depiction. Tripepi Smith guided the City through multiple rounds of review, incorporating input from an ad-hoc branding committee and its diverse community. This input was gathered through digital surveys, employee feedback sessions, social media, community events and ongoing consultation with the Confederated Villages of Lisjan. Once the City selected the final logo and seal, Tripepi Smith provided a style guide and branded templates to ensure consistent communication moving forward.

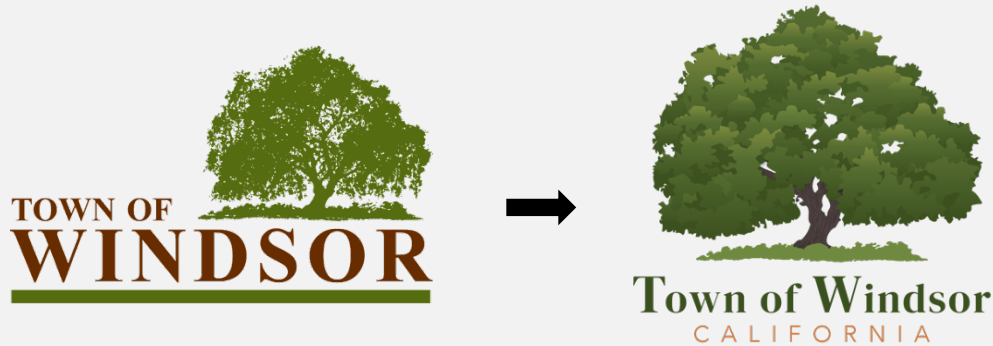
**Project Team: Creative Director Kevin Bostick**



## Town of Windsor

The Town of Windsor contracted Tripepi Smith to assist with graphic design services. Tripepi facilitated a logo refresh, which involved providing multiple logo options and revisions to create a refurbished final logo suite. Additionally, Tripepi developed a brand style guide along with a quick-reference guide and templates for Word and PowerPoint decks.

**Project Team: Creative Director Kevin Bostick**



## City of San Leandro

The City of San Leandro enlisted Tripepi Smith to assist with the redesign of their website as part of their soft rebrand project. A soft rebrand can lead to structural and user experience improvements, and these visual updates can create a more engaging website. These soft rebrand projects provide public agencies with the opportunity to test drive a new look in the digital environment. The work included designing a color palette and a web graphic with the City's internal web-redesign team and IT departments, creating mood boards with different color options and several logo explorations and delivering a formal presentation to the San Leandro Arts Commission and City Council.

**Project Team: Creative Director Kevin Bostick**



## WORK PLAN

To establish a strong and lasting identity that resonates with your community, we recommend a comprehensive branding process. This process will encompass discovery, community outreach, brand design, testing and rollout, ensuring a brand that reflects your values and effectively connects with stakeholders.

### KICKOFF

#### Starting Right

We'll kickstart your brand transformation with a collaborative kickoff meeting. Tripepi Smith will meet with your senior leadership team to set the tone for a smooth and transparent process. We'll review the project scope, your team's involvement level and stakeholder engagement strategies. This meeting sets the foundation for a successful partnership, aligning our teams and ensuring everyone feels informed and invested in building your new brand together.

### PHASE I – Uncovering Your Brand Story: Discovery & Strategy

#### Research

Building a brand that reflects your vision and resonates with the community starts with understanding your aspirations and the cultural landscape. Tripepi Smith will partner with your staff to identify relevant agencies whose marketing and branding inspires your team. We'll also analyze regional civic brands and taglines, providing insights into cultural trends. Furthermore, by delving into a strategic plan or similar resources, we'll ensure your new brand seamlessly integrates with your existing initiatives and future vision.

#### Community Input & Collaboration

Engaging your community is essential for a successful brand. Our proposal incorporates targeted focus groups and surveys to gather valuable feedback from key stakeholders and diverse community voices. In partnership with staff, Tripepi Smith will manage all aspects of related outreach efforts, including staffing, facilitation (unless a City representative is preferred), feedback analysis and event logistics. We typically source participants from staff recommendations, email lists and a broader call for community input to ensure a well-rounded perspective. Please note that input and collaboration efforts begin in Phase I and extend to Phase II. Efforts include:

#### 3 INTERNAL INTERVIEWS & FOLLOW-UP SURVEY WITH DEPARTMENT HEADS

#### 3 VIRTUAL FOCUS GROUPS & FOLLOW-UP SURVEY

1. Key Stakeholders: Chamber of Commerce, key developers, key hospitality organizations, local housing associations, etc.
2. Cultural Voices: Civic groups, nonprofits, special committees and commissions, diversity and multicultural organizations, etc.
3. Community Voices: At-large community, reached through social media or direct contact (e.g. booth at farmer's market).

- a. For community focus groups, we recommend providing participants with gift cards to demonstrate your appreciation for their donated time.

## Discovery Report

Tripepi Smith will compile a comprehensive report summarizing the insights gleaned from the discovery phase. This report will serve as the foundation for crafting your brand, ensuring it aligns with your community's needs and aspirations. It will also provide valuable documentation for future reference, clearly outlining the rationale behind your brand strategy.

## Implementation Plan

Tripepi Smith is committed to ensuring your brand's successful launch. We'll provide a comprehensive implementation plan that will serve as your launch manual, outlining a clear timeline with defined milestones for a smooth rollout. Additionally, this roadmap will take stock of your existing brand elements, identifying areas for potential updates. We'll then recommend new brand elements and content to craft a cohesive and impactful brand identity. Furthermore, the roadmap will delve into technical considerations like optimizing your brand application across social media platforms and your website URL strategy, including strategic URL redirection options. Most importantly, we'll ensure your brand seamlessly aligns with your goals, fostering consistency that supports your strategic initiatives. Finally, the roadmap will provide strategic direction for future brand initiatives, offering a clear path for ongoing brand management.

## PHASE II – Building a Brand that Reflects San Pablo and Economic Development

### Logo Design

The heart of your brand identity—your logo—deserves careful consideration. We'll collaborate to understand your essence, target audience and key messages. Through creative exploration, we'll craft a logo that's both visually appealing and strategically designed to embody your brand and resonate with your audience. The result: a versatile and timeless symbol that amplifies your brand.

Once approved, we'll then develop a logo library that goes beyond the basics with flexible assets like horizontal and vertical versions (in full color, black and white), social media icons, simplified embroidery options and web-friendly formats. With this comprehensive logo library, you'll have everything you need to seamlessly apply your brand identity across any platform or application.

### Sub-Branding

The Economic Development Department will benefit from crafting a distinct brand within the larger framework of your brand. This focused approach allows you to tailor your messaging and visuals to capture a specific purpose.

We'll work collaboratively with you to review, refine and finalize logo concepts, a color scheme and typography. Once approved, we'll then develop a comprehensive logo library, complete with flexible assets like horizontal and vertical versions (in full color, black and white), social media icons, simplified

embroidery options and web-friendly formats. With this comprehensive logo library, you'll have everything you need to seamlessly apply this niche brand's identity across any platform or application.

## Key Messages & Tagline

From insights to impact: during this stage, our creative team starts transforming your brand. We'll begin by developing concepts that capture the essence of the City of San Pablo. These will be refined into a comprehensive brand statement, incorporating valuable stakeholder and community feedback gathered during the research phase. The resulting brand pillars, key messaging and tagline will serve as the cornerstones of your future communications, guiding visual elements like color palette and logo design. Tripepi Smith will then leverage this brand foundation to craft a cohesive visual identity and integrate the messaging into a comprehensive Style Guide and training materials, ensuring consistent brand application across all channels.

## Logo, Color Palette & Fonts

This stage focuses on translating discovery findings and key messaging into a visually compelling identity. We'll work collaboratively with you to review, refine and finalize logo concepts, a color scheme and typography. Once approved, we'll then develop a logo library that goes beyond the basics with flexible assets like horizontal and vertical versions (in full color, black and white), social media icons, simplified embroidery options and web-friendly formats. With this comprehensive logo library, you'll have everything you need to seamlessly apply your brand identity across any platform or application.

## PHASE III – Your Branding Toolkit

In addition to the items developed in Phase II, your Branding Toolkit will also include:

### Style Guide & Branding Guidelines

Get excited to embark on the final stage of the formal branding process! This stage focuses on creating a comprehensive Brand Style Guide, a multi-page document that serves as your central resource for maintaining brand consistency. It will clearly define logo usage, color schemes and font specifications, ensuring seamless application across all materials.

With multiple staff members working on various projects, we design style guides to be user-friendly and easy to access. This ensures everyone on your team feels empowered to apply the brand consistently, regardless of their project size.

### Stock Photography & Drone Video

Photography & videography requires deliberate preparation to achieve a beautiful result. We organize our process into three phases to deliver high-quality photos and photoshoot experiences for our clients:

- **Pre-Production:** Our photographers & videographers will conduct a pre-shoot phone call of up to 30 minutes to review your key goals and objectives for the photos. During this phase, our team might develop a shot list or collaborate with a client to build upon their wish list of shots. We will also coordinate logistics, such as establishing a timeline and method for photo album delivery.

- **Production:** You can expect our photographers & videographers to be onsite at least 30 minutes prior to the start of any photoshoot event in order to check in with client leads and review shoot conditions, such as weather and lighting. We may be on-site even earlier for shoots that require supplemental lighting or equipment.
- **Post-Production:** After a shoot, Tripepi Smith's photographers & videographers will spend the following days processing (editing) the images for optimal lighting, color, composition and more.

## Brand Templates

We'll then move seamlessly into developing essential collateral materials. This includes creating templates for stationery, Word documents (staff memos, letterheads, etc.), Canva graphics, PowerPoint presentations and other relevant items including brochures. During Phase I, we'll work together to identify the exact materials you need, ensuring cost efficiency by only creating the templates that are most essential for City business. For your reference, we've included a preliminary list in our pricing section.

## PHASE IV – Brand and Marketing Strategy and Placemaking Plan

Tripepi Smith will compile a Brand and Marketing Strategy and Placemaking Plan utilizing the data found during Phase I and branding established in Phases II and III.

The plan will include brand execution, identification of core audiences, identification of needed marketing tools, recommended public relations campaign strategies and communication channels, placemaking strategy and a recommended advertising budget.

## Additional Deliverables

Separate from the phased branding deliverables, Tripepi Smith and the City will work together to determine additional deliverables for implementation. Additional deliverables are TBD and will be billed separately from branding milestones.

### Known: Tri-fold Brochure and Annual Report

Tripepi Smith will create a tri-fold brochure, leveraging the branding and highlighting key marketing themes. We will also create an Annual Report at the end of the calendar year, to highlight developments over past year and set a vision for the coming year.

### TBD: Additional Requests

Any additional deliverables requested by the City will be explicitly approved based on scope and estimated cost. This proposal includes pricing for a yet-to-be-determined set of items (e.g. a street and digital banner and wayfinding signage, generate content for social media and stock graphics). Working files will be provided to the City.

# SCHEDULE

From Kickoff through Phase IV, work will be billed upon completion of the milestone. Deliverables outs

## KICKOFF

<b>Week 1</b>	<b>Kickoff</b>	<ul style="list-style-type: none"> <li>• Host kickoff meeting, review total scope, timeline and optional elements to proposal</li> <li>• Begin scheduling stock photoshoot and creating list of locations (if added on)</li> </ul>
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## PHASE I: RESEARCH

### Duration – 6+ Weeks

<b>Week 2-6</b>	<b>Research</b>	<ul style="list-style-type: none"> <li>• Interviews and surveys</li> <li>• Brand research: similar region, similar cities, similar structure, positive examples, negative examples</li> </ul>
<b>Week 6</b>	<b>Branding Strategy</b>	<ul style="list-style-type: none"> <li>• Discovery Report and Implementation Plan to City</li> </ul>

## PHASE II: BRAND DESIGN & USER TESTING

### Duration – 17+ Weeks

<b>Week 7-8</b>	<b>Key Messaging &amp; Tagline</b>	<ul style="list-style-type: none"> <li>• Proposed brand messaging and tagline</li> <li>• Test messaging with stakeholders</li> </ul>
<b>Week 9</b>	<b>Brand Statement &amp; Pillars</b>	<ul style="list-style-type: none"> <li>• Brand statement to City</li> </ul>
<b>Week 10-13</b>	<b>Primary Logo Concepting &amp; Design</b>	<ul style="list-style-type: none"> <li>• Creation of primary and secondary color palettes</li> <li>• Creation of font options</li> <li>• Design and present minimum 4 options</li> <li>• Review, revise, fine tune</li> </ul>
<b>Week 14-17</b>	<b>Economic Development Department Logos Concepting &amp; Design</b>	<ul style="list-style-type: none"> <li>• Design and present 5 commemorative logos</li> <li>• Review, revise, fine tune</li> </ul>
<b>Week 18-22</b>	<b>Community Brand Exploration – Virtual Focus Groups</b>	<ul style="list-style-type: none"> <li>• 3 1-hour public focus group session</li> </ul>
<b>Week 23</b>	<b>User Testing Analysis</b>	<ul style="list-style-type: none"> <li>• Report generation analyzing community stakeholder feedback</li> </ul>

**PHASE III: BRANDING TOOLKIT & IMPLEMENTATION****Duration – 9+ Weeks**

<b>Week 24</b>	<b>Deliver Logo Library</b>	<ul style="list-style-type: none"> <li>Full asset library</li> </ul>
<b>Week 25-29</b>	<b>Applying the Brand</b>	<ul style="list-style-type: none"> <li>Creation of email signature, PowerPoint deck template, social media template, social media posts, flyer template, wayfinding signage, brochure templates and banners</li> </ul>
<b>Week 25-29</b>	<b>Photography &amp; Drone Video</b>	<ul style="list-style-type: none"> <li>1 day photoshoot</li> <li>2hr drone photoshoot add-on</li> </ul>
<b>Week 30-31</b>	<b>Brand Style Guide &amp; Guidelines</b>	<ul style="list-style-type: none"> <li>Style guide (2-page cheat sheet) to City</li> <li>Brand guidelines (8-12 pages) to City</li> <li>Review, revise, fine tune, deliver final</li> </ul>
<b>Week 32</b>	<b>Launch Strategy &amp; Plan</b>	<ul style="list-style-type: none"> <li>Timeline for planning and implementation</li> <li>Launch recommendations and materials</li> </ul>

**PHASE IV: BRAND AND MARKETING STRATEGY****Duration – 5+ Weeks**

<b>Week 33-37</b>	<b>Brand and Marketing Strategy and Placemaking Plan</b>	<ul style="list-style-type: none"> <li>Development and delivery of the plan to City</li> </ul>
<b>Week 38+</b>	<b>Presentations</b>	<ul style="list-style-type: none"> <li>Schedule and hold presentations with City Council and Executive staff for branding and the Brand and Marketing Strategy and Placemaking Plan</li> </ul>

**ADDITIONAL DELIVERABLES**

<b>Week 38+</b>	<b>Brochure</b>	<ul style="list-style-type: none"> <li>Trifold Brochure (excludes printing cost)</li> </ul>
<b>Week 38+</b>	<b>Annual Report</b>	<ul style="list-style-type: none"> <li>16-Page Report, English and Spanish</li> </ul>
<b>Week 38+</b>	<b>TBD: Additional Requests</b>	<ul style="list-style-type: none"> <li>(e.g. Street/Digital Banner Design, Wayfinding Signage)</li> </ul>

# FEE SCHEDULE

## Allocation of Resources

DELIVERABLE & RESOURCE	DESCRIPTION	HOURS
<b>KICKOFF</b>		
Creative Director	1 hour kickoff call and prep	1.5
Senior Business Analyst	1 hour kickoff call and prep	2
Junior Business Analyst	1 hour kickoff call and prep	2
TOTAL KICKOFF HOURS		5.5
<b>PHASE I: RESEARCH</b>		
<b>PROJECT MANAGEMENT</b>		
Creative Director	Up to 6 check-ins (throughout engagement)	6
Senior Business Analyst	Up to 6 check-ins, monthly report review (throughout engagement)	8.5
Junior Business Analyst	Up to 6 check-ins, monthly report creation (throughout engagement)	16
<b>BRAND RESEARCH / COMPARITIVE ANALYSIS</b>		
Creative Director	Research, analysis and oversight	5
Senior Business Analyst	Research, analysis and review	7
Junior Business Analyst	Research (Identifiers, Audience, Community, History, Demographics, etc.) and analysis of similar entities, competitors, regional context	16
<b>FOCUS GROUPS: VIRTUAL MEETINGS (3)</b>		
Creative Director	Facilitation, preparation, meeting debrief	4.5
Senior Business Analyst	Facilitation, preparation, meeting debrief	6
Junior Business Analyst	Facilitation, preparation, meeting debrief	15
<b>STAFF/STAKEHOLDER INTERVIEWS (3 UP TO 90 MIN)</b>		
Creative Director	Facilitation, preparation, interview debrief	13.5
Senior Business Analyst	Facilitation, preparation, interview debrief	13.5

DELIVERABLE & RESOURCE	DESCRIPTION	HOURS
<b>SURVEYS: ENGLISH AND SPANISH (3)</b>		
Senior Graphic Designer	Survey creation	3
Senior Business Analyst	Review	0.75
Junior Business Analyst	Spanish translations, administer and response collation	13.5
<b>MARKETING OUTREACH ANALYSIS</b>		
Senior Business Analyst	Compilation of key observations, creation of recommendations, documentation	10
Junior Business Analyst	Review of website, social media accounts and additional outreach platforms	20
<b>BRANDING STRATEGY (DISCOVERY REPORT)</b>		
Creative Director	Oversight	4
Senior Business Analyst	Development, direction, review	4
Junior Business Analyst	Development	6
<b>LAUNCH STRATEGY (IMPLEMENTATION PLAN)</b>		
Creative Director	Oversight and review	3
Senior Business Analyst	Writing and review	6
Junior Business Analyst	Development and revisions (timeline for planning and implementation/launch recommendations and materials/plan to involve the community and public outreach)	9
<b>TOTAL PHASE I HOURS</b>		<b>190.25</b>

DELIVERABLE & RESOURCE	DESCRIPTION	HOURS
<b>PHASE II: BRAND DESIGN &amp; USER TESTING</b>		
<b>FOCUS GROUPS: VIRTUAL MEETINGS (3)</b>		
Creative Director	Facilitation, preparation, meeting debrief	4.5
Senior Business Analyst	Facilitation, preparation, meeting debrief	6
Junior Business Analyst	Facilitation, preparation, meeting debrief	15
<b>BRANDING PROJECT WEBSITE FOR PUBLIC ENGAGEMENT</b>		
Website Development	Website creation, launch, updates for project duration	Flat
Annual Hosting Fee	Project admin	Flat
<b>MAJOR LOGO DEVELOPMENT</b>		
Creative Director	Concept, focus and finalization rounds	40
<b>SUBLOGO DEVELOPMENT</b>		
Creative Director	Concept, focus and finalization rounds	11
<b>BRAND LANGUAGE</b>		
Creative Director	Creation of tagline, brand statement and pillars	6
Junior Business Analyst	Project management (assistance to Creative Director)	0.5
<b>TOTAL PHASE II HOURS</b>		<b>83</b>

DELIVERABLE & RESOURCE	DESCRIPTION	HOURS
<b>PHASE III: BRANDING TOOLKIT &amp; IMPLEMENTATION</b>		
<b>LOGO LIBRARY</b>		
Senior Graphic Designer	Various orientation, color formats and file formats	6
<b>STYLE GUIDE &amp; BRAND GUIDELINES</b>		
Creative Director	Direction and review	1
Senior Business Analyst	Review	2
Senior Graphic Designer	Design and revisions (3 rounds)	10
Junior Graphic Designer	Design and revisions (3 rounds)	12.5
<b>PHOTO- AND VIDEO SHOOT, INCLUDES DRONE</b>		
Principal	Direction and review	.5
Senior Business Analyst	Pre-production, Post-production, Management	4
Business Analyst	Management	1.5
Junior Photographer/Videographer	Pre-production, On-site Shoot, Post-production	56
<b>APPLYING THE BRAND (BRAND TEMPLATES)</b>		
Creative Director	Creation of wayfinding signage	8
Senior Graphic Designer	Creation of templates (citywide and Economic Development Department) and banner design	66.5
<b>TOTAL PHASE III HOURS</b>		<b>168</b>

DELIVERABLE & RESOURCE	DESCRIPTION	HOURS
<b>PHASE IV: BRAND &amp; MARKETING STRATEGY</b>		
<b>MARKETING STRATEGY &amp; PLACEMAKING PLAN</b>		
Creative Director	Strategic direction and QA	15
Senior Business Analyst	Oversight, direction and review	25
Junior Business Analyst	Content development	50
<b>EXECUTIVE PRESENTATIONS</b>		
Creative Director	2 presentations and preparation	10
Senior Business Analyst	2 presentations, PowerPoint presentation development and preparation	16
<b>TOTAL PHASE IV HOURS</b>		<b>116</b>

<b>ADDITIONAL DELIVERABLES</b>		
<b>BROCHURE</b>		
Junior Graphic Designer	Design, content layout, revisions (3 rounds)	16
<b>ANNUAL REPORT</b>		
Junior Graphic Designer	Creation of templates (citywide and Economic Development Department) and banner design	35
Junior Business Analyst	Project management and review	3
Junior Business Analyst	Translations and content review	12
<b>TBD: ADDITIONAL REQUESTS</b>		
Senior Graphic Designer	Design, content layout, revisions (3 rounds)	24
<b>TOTAL ADDITIONAL DELIVERABLE HOURS</b>		<b>94</b>

## Cost Proposal

We recommend the following scope of services following a **Time & Materials (T&M)**, billed monthly, model that allows you the flexibility to “ramp up” or “ramp down” efforts according to budget and priorities. Tripepi Smith is prepared to provide these services, as needed, at the following approximate costs. *For any additional, as-yet unpriced deliverables, Tripepi Smith will estimate the cost and obtain City approval prior to any work.*

Branding / Marketing Plan (Phases I-IV)	Scope	Estimate
Kickoff	Kickoff Call	\$1,003
Phase I: Research	Kickoff Call, Check-In Meetings, Staff/Stakeholder Interviews, Brand Research, Comparative Analysis, Surveys, Branding Strategy, Implementation Strategy, Marketing Outreach Analysis	\$27,274
Phase II: Brand Design & User Testing	Major Logo Development, Economic Development Logo Design, Brand Language, Focus Groups	\$18,635
Phase III: Branding Toolkit & Implementation	Logo Library, Style Guide, Brand Guidelines, Photo/Drone Shoot, Brand Templates (presentation, letterhead, flyer, social media, brochure, email signature), Street/Digital Banner Design, Wayfinding Signage	\$21,845
Phase IV: Brand & Marketing Strategy	Branding and Marketing Strategy and Placemaking Plan, Executive Presentations	\$20,120
<b>Subtotal (exclusive of Additional Deliverables)</b>		<b>\$88,877</b>
Additional Deliverables	Scope	Estimate
Brochure	Tri-fold Marketing Brochure	\$1,760
Annual Report	16-Page Report, English and Spanish	\$5,500
TBD: Additional Requests	24hrs Junior Graphic Designer	\$2,640
<b>Branding / Marketing Plan Total (inclusive of Additional Deliverables)</b>		<b>\$98,777</b>

## As-Needed Services / Billing Rate

Tripepi Smith will apply the following standard hourly rates and related fees for any authorized as-needed (Time & Materials) work. Such work must be clearly authorized in writing before proceeding.

2024-25 Hourly Rates	Standard	Reduced 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

## Invoicing & Payment Terms

Tripepi Smith will bill monthly on a **Time & Materials** basis, terms are Net 30 days.

- Time & Materials work is billed in 15-minute increments (i.e. 4.0, 1.25, 6.5 or 0.75 hours) at the end of the month in which work is done.
- Billing includes descriptions of work done, categorized by sub-task

## Other Cost Information

### Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by 5% or the national CPI 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.

### Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the client for any requested travel to complete a requested scope of work. Travel costs may include airfare, lodging, car rentals and gas. Additionally, when client work requires that we be onsite, we will invoice for a resource's travel time at 50% of the resource's hourly rate.

### Service Fees

Tripepi Smith prefers that clients pay service providers directly to avoid unnecessary administrative costs. You should also know, however, that we have no economic interest in service providers, unless otherwise specified in this proposal.

If a client asks Tripepi Smith to pay for a service provider bill, we will apply a 10% agency fee to the reimbursement expense. Typical service fees include, but are not limited to: print, mailing, digital advertising, media placements, voiceovers, translations and closed captions.

### Retainer Discount

When a client's retainer exceeds \$7,150 per month, they gain access to our reduced retainer rates.

## REFERENCES

### City of Pico Rivera

March – May 2021

**Contact:**

Javier Hernandez, Director of Innovation & Communications  
562-942-2000  
[jhernandez@pico-rivera.org](mailto:jhernandez@pico-rivera.org)  
6615 Passons Blvd., Pico Rivera, CA 90660

**Project Details:**

Whittier Dam Project logo creation, branding, website launch, website content creation, survey development, banner and fact sheet designs, social media posts, e-newsletters, metric reports and videography services

### City of Pinole

March 2023 – March 2024

**Contact:**

Andrew Murray, City Manager  
510-724-9837  
[amurray@ci.pinole.ca.us](mailto:amurray@ci.pinole.ca.us)  
2131 Pear St., Pinole, CA 94564

**Project Details:**

Seal creation, logo creation, branding, style guide, survey development, employee feedback sessions, community event outreach and social media posts

### City of Tracy

October 2017 – Present

**Contact:**

Jorge T. Barrera, Economic Development Manager  
209-831-6021  
[Jorge.barrera@cityoftracy.org](mailto:Jorge.barrera@cityoftracy.org)  
333 Civic Center Plaza, Tracy, CA 95376

**Project Details:**

Economic Development marketing and communications support, social media management, monthly metrics reports, e-newsletter design, written content development (press releases and news articles) and graphic design