

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND INTERPERSONAL FREQUENCY, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 8 day of
October, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and Interpersonal Frequency, LLC, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on October 18, 2022, the parties entered into a Board level Agreement for managed Drupal website maintenance, development, and hosting services for the County's Drupal website and content management system services, for the term through October 17, 2025, and for an amount not to exceed \$649,118.67; and

WHEREAS, on December 8, 2023, the parties executed a departmentally authorized Amendment for additional services to upgrade the County's Drupal website to Drupal 10, increasing the amount by \$18,900 for a new amount not to exceed \$668,018.67; and

WHEREAS, the parties wish to amend the Agreement to allow for additional enhancements to the County's website and content management system, increasing the contract amount by \$169,300 for a new amount not to exceed \$837,318.67.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1. Exhibits and Attachments, of the agreement is amended to read as follows:

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Exhibit C – Fulcrum and Voice of Citizen-Patron SaaS Services Agreement Spring 2021
Exhibit D – Premier Service Level Agreement; Support & Maintenance Terms
Exhibit E – Terms of Service for Voice of Citizen® and/or Voice of Patron® SaaS
Exhibit F – Task Order Template
Attachment H—HIPAA Business Associate Requirements
Attachment IP – Intellectual Property

To the extent that any terms of the exhibits or attachments conflict with this Agreement, the terms of this Agreement shall control.

2. Section 3. Payments, of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Eight Hundred Thirty-Seven Thousand, Three Hundred Eighteen Dollars and Sixty-Seven Cents (\$837,318.67). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Original Exhibit A, Additional Projects, is replaced with the following.

Contractor can provide enhancements to the current website outside of the Evolution and Support plan. Such projects will be initiated by the County's Information Services Department (ISD) and a task order (See Exhibit F) will be generated. The task order will provide information on each project such as scope, timeline, and deliverables. Task order must be executed by both parties prior to work being started. A table of included projects are listed below.

Additional Projects
Drupal CMS development, customizations, and enhancements
Drupal modules, customizations, and enhancements
Custom-built REACT-based content editor customizations and enhancements
Outline design system customizations and enhancements
Website design and development services
Website Search functionality and search service integration
Hosting environment and web server configuration

Specific projects also included are:

New Image Rotator Slice Module

Estimated Completion Time: 4 Weeks

Objective: Contractor will design and develop a new rotator.

Features to include:

- An option to enable autorotation of the images on the front end.
- Include a pause button.
- Ensure the rotator is accessible.
- Up to 4 fixed aspect ratios to choose from, the size should be flexible to the viewport/container, but the aspect ratio is fixed.
- Consistent functionality/experience on mobile devices and desktop
- Option for full edge to edge
- Captions
- Ability to swipe on mobile devices

Fork Gin Admin Theme

Estimated Completion Time: 2 Weeks

Objective: This would allow County to capture the Gin admin theme and reduce the burden to support future updates and enhancements.

Features to include:

- Possibility to version-lock the updates into a subtheme for a cleaner and more supportable admin theme.

Admin Reporting Add-On

Estimated Completion Time: 3 Weeks

Objective: Contractor to create an add-on Allowing for an exportable report showing all content and when it was last updated. Admins can “mark” an item once reviewed so it will be removed from the report.

Features to include:

- Stale content reports
- Ability to export reports to xlsx or csv.
 - Created by
 - Last modified by
 - Date created
 - Date last modified
 - Content type

- Department

Media Library (Discovery)

Estimated Completion Time: 1.5 Weeks

Objective: A requirements working session with up to 5 Contractor resources to create a work plan and scope. The Contractor will then validate the final requirements, work plan, and scope with the County. Includes a detailed report.

Theme Style (Discovery)

Estimated Completion Time: 1.5 Weeks

Objective: Includes a 3-hour working session with up to 5 Contractor team members. A review and audit site and theme styles. Includes document findings and recommendations for updates. Validate and confirm a plan for known issues.

Extended CK Editor Support

Objective: The immediate goal is to upgrade CKEditor from version 4 to version 5. However, CKEditor 4, which went end of life in June 2023, can still be supported with regular updates through a paid license that can be extended through 2026. This provides additional time for specific clients to transition smoothly.

*Other departments, with approval from the County’s ISD and Contractor, can enter into a separate agreement with Contractor for department-specific enhancements and services as listed in the Additional Projects table, above. These agreements will be executed on a mutually agreed upon template provided by ISD.

4. Original Exhibit B is amended with the addition of the following.

Additional Projects

Additional Project	Cost
New Image Rotator Slice Module	\$25,200
Fork Gin Admin Theme	\$8,400
Admin Reporting Add-On	\$15,120
Media Library (Discovery)	\$5,880
Theme Style (Discovery)	\$4,200
Extended CK Editor Support	\$19,300
Additional Project Bucket	\$91,200
Total:	\$169,300

5. **All other terms and conditions of the agreement dated October 18, 2022, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: INTERPERSONAL FREQUENCY




Contractor Signature

9/13/2024
Date

Harish R. Rao
Contractor Name (please print)



For County:



Purchasing Agent Signature
County of San Mateo
(Department Head of Authorized
Designee)

10/8/2024
Date

David J. Canepa, Vice President of Board of Supervisors
Purchasing Agent Name (please print)
County of San Mateo
(Department Head of Authorized Designee)

Resolution No. 080692



Interpersonal Frequency Task Order

Project Name		Task Number	
Requested By		Date of Request	

Task Name	
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Description of Requested Task

Reason for task



Effect on Deliverables

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Effect on Schedule

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Alternate Solutions to task Order Request

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Recommendation of Acceptance or Reason for Rejection

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Approvals & Signatures

I.F. Project Manager

Signature: _____



Approved

Title: _____

Date: _____

I.F. Account Manager



Approved

Signature: _____

Title: _____

Date: _____



Partner Agency



Approved

Signature: _____

Title: _____

Date: _____