

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
INTERPERSONAL FREQUENCY, LLC

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this 13th day of January, 2026, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Interpersonal Frequency, LLC hereinafter called "Contractor". When referenced together hereinafter, the entities are collectively referred to as "Parties".

WITNESSETH:

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 or about January, 22, 2025, the Parties entered into Agreement 13000-25-D036 (the "Agreement") by which Contractor agreed to provide Drupal website maintenance, development, and hosting services for the County's Assessor-County Clerk-Recorder-Elections (ACRE) Drupal website and content management system, for the term of February 1, 2025 through January 31, 2026, in an amount not-to-exceed \$103,269.15; and

WHEREAS, so that Contractor may continue to provide these services to County, the Parties desire to enter into this First Amendment to the Agreement to increase the Agreement's not-to-exceed amount by \$225,743.06, for a new total amount not to exceed \$329,012.21, to extend the term from February 1, 2025 through January 31, 2026 to February 1, 2025 through January 31, 2027, and to expand the scope of work to include additional funds for website enhancement development with all other terms of the Agreement remaining unchanged.

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

1. **Section 3 (Payments)** of the Agreement is replaced 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 THREE HUNDRED TWENTY-NINE THOUSAND TWELVE DOLLARS AND TWENTY-ONE CENTS (\$329,012.21). 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.

2. **Section 4 (Term) of the Agreement** is replaced to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2025, through January 31, 2027.

3. **Exhibit A** to the Agreement is amended to add the following:

2026 Support and Hosting

Item & Description	Total
Evolution and Support: Sustain Plan (30 hours monthly) Our "Sustain" Level support package providing ad-hoc Drupal development and related website support, including but not limited to CMS feature upgrades, system assistance, or visual design/graphic design/content needs. <ul style="list-style-type: none">▪ Includes up to 30 support hours per month▪ Support available via our dedicated support form for any request▪ Hours expire on a monthly basis. Additional hours may be "borrowed" from future months, but I.F. will not deliver hours in excess of 125% of the monthly average without advance coordination▪ Includes enhanced Election Day support coverage.▪ Up to 4 named support users will be allowed to submit tickets▪ Period February 1, 2026 - January 31, 2027▪ Subject to 5% increase per year.	\$72,931.32

Item & Description	Total
Fulcrum Cloud Hosting Includes four branches. Up to 750,000 pageviews per month and 200GB storage (file + database) space. Daily file backups and hourly database backups for production environment. Managed Fulcrum infrastructure and Drupal CMS Care such as maintenance and patches/updates with scheduled maintenance windows. 99.95% uptime guarantee for public users. <ul style="list-style-type: none"> ▪ Includes 2x annual delivery of Voice of Citizen® analysis packages ▪ Includes Fastly or Equivalent CDN/DDoS/WAF protection. ▪ Includes Extended Backup Retention, Large File uploads, and Bulk File Uploads ▪ Premier SLA, ToS, and Privacy Policy Apply. ▪ Period February 1, 2026 - January 31, 2027 ▪ Subject to 5% increase per year. 	\$53,676.32
SendGrid Pro License ▪ Subject to a maximum 100,000 emails. ▪ Period February 1, 2026 - January 31, 2027 ▪ Subject to 5% increase per year.	\$2,083.73
Google Maps Subscription ▪ Period February 1, 2026 - January 31, 2027 ▪ Subject to 5% increase per year.	\$4,051.69
CKEditor 5 Upgrade Package Additional Support Hour package providing support to upgrade from CKEditor 4 to CKEditor 5. Any remaining hours can be used for ad-hoc Drupal development and related website support, including accessibility remediation. <ul style="list-style-type: none"> ▪ Includes 64 hours ▪ Period February 1, 2026 - January 31, 2027 	\$13,000.00

Additional Projects/Enhancements

Contractor can provide enhancements to the current website outside of the Evolution and Support plan. Projects to be individually scoped and mutually agreed upon. Each enhancement will be authorized by amending this agreement with a Statement of Work (SOW) amendment that will be signed by the Department Head

Such projects include enhancements such but not limited to the following:

- 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

4. **Exhibit B** to the Agreement is amended to add the following:

Pricing Totals for 2026-2027 Year

Item	Year 2 Cost
Fulcrum Cloud Hosting	\$ 53,676.32
Evolution and Support including Enhanced Election Support for Election Day (30 hours per month)	\$ 72,931.32
SendGrid Pro License	\$ 2,083.73
Google Maps Subscription	\$ 4,051.69
CKEditor 5 Upgrade Package	\$ 13,000.00
TOTAL SUPPORT AND HOSTING for 2026-2027:	\$ 145,743.06
Enhancement Contingency Funds	\$ 80,000.00
	TOTAL FOR 2026-2027: \$ 225,743.06
TOTAL NOT TO EXCEED AMOUNT including Year 1 Cost	\$ 329,012.21

Invoicing

ACRE shall pay Contractor, upon receipt of an invoice, for services rendered. Each service as described above is payable annually. Each invoice submitted must include the following, at a minimum:

- Agreement Number or PO Number
- Time period covered

Payment 2 for Support and Hosting: \$145,743.06 payable on February 1, 2026.

Payments shall be made within 30 days from the date of the applicable, undisputed invoice.

Enhancements

\$80,000 is reserved for future enhancements to the website. These enhancements frequently are for legal requirements, Secretary-of-state directives, etc. Each enhancement will be authorized by amending this agreement with a Statement of Work (SOW) amendment authorized by the Department Head.

In no event shall County's total fiscal obligation under this Agreement exceed **THREE HUNDRED TWENTY-NINE THOUSAND TWELVE DOLLARS AND TWENTY-ONE CENTS (\$329,012.21)**.

5. Except as amended, all other terms and conditions of the Agreement dated on or about January 22, 2025 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

W. R. B.

12/4/2025

Contractor Signature

Harish R. Rao

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board