

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CIRCLEPOINT

This Agreement is entered into this _____ day of _____, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Circlepoint, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of marketing and website design services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

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 two hundred seventy-two thousand eight hundred and seventy-five dollars (\$272,875). 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 25, 2017, with the end date per individual agreement. Please reference exhibits.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Office of Sustainability or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law. Contractor assumes no liability for County's use of contract materials outside of the intended scope and services of this Agreement.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of

liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition,

provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jim Eggemeyer, Director, Office of Sustainability
Address: 400 County Center
Redwood City, CA 94063
Telephone: (650) 363-4189
Email: jeggemeyer@smcgov.org

In the case of Contractor, to:

Name/Title: Scott Steinwert
Address: 1814 Franklin Street, Suite 1000
Oakland, CA 94612
Telephone: (510) 285-6700
Facsimile: (510) 285-6799
Email: s.steinwert@circlepoint.com

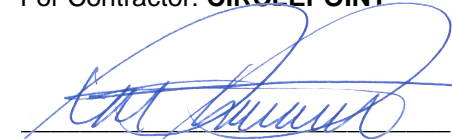
18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

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

For Contractor: **CIRCLEPOINT**



Contractor Signature

4/20/2017
Date

Scott Steinwert
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

- Public engagement services
- Marketing services (strategy/research, behavior change, agency communications, campaigns, messaging, content development)
- Creative services (branding and identity, advertising, collateral, video production, guides and publications, print production)
- Interactive services (web development, web design, UI/UX, social media, online engagement, app development, SEO, hosting)

These services were provided for the projects detailed in Attachments 1-3.

Attachments

A-1 "CIRCLEPOINT 40000-17-D003"

A-2 "CIRCLEPOINT 19000-15-D019"

A-3 "CIRCLEPOINT 19000-15-D025"

Exhibit B

Individual project rates will be quoted and remain effective for the term of the project. Should the parties wish to extend or renew the project, the Contractor may propose new rates for the County's consideration. When and if new rates are agreed upon, those new rates will remain effective for the term of the project extension. In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

| | |
|-------------------------|-------|
| Project Director | \$180 |
| Creative Director | \$180 |
| Senior Project Manager | \$165 |
| Senior Art Director | \$165 |
| Art Director | \$140 |
| Senior Web Designer | \$120 |
| Senior Graphic Designer | \$100 |
| Senior Associate | \$110 |
| Project Associate | \$95 |
| Senior Graphic Designer | \$110 |
| Graphic Designer | \$85 |
| Web Designer | \$95 |
| Jr. Web Designer | \$75 |

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP

Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

Attachment 1

Agreement No. 4 0000 - 17 - 0003

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CIRCLEPOINT

This Agreement is entered into this 1st day of July, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Circlepoint, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of website design services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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 – Circlepoint Budget/Tasks
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A and C.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits A and C, 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 sixty thousand dollars (\$60,000). 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016, through December 31, 2016.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Director of the Office of Sustainability or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- Comprehensive General Liability... \$1,000,000
(Applies to all agreements)
- Motor Vehicle Liability Insurance... \$1,000,000
(To be checked if motor vehicle used in performing services)
- Professional Liability..... \$1,000,000
(To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that

such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their

respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jim Eggemeyer, Office of Sustainability Director
Address: 455 County Center, 4th Floor, Redwood City, CA 94063
Telephone: (650) 363-4189
Email: jeggemeyer@smcgov.org

In the case of Contractor, to:

Name/Title: Rochelle Germano, Director of Communications
Address: 1814 Franklin Street, Suite 1000, Oakland, CA 94612
Telephone: (510) 285-6726
Facsimile: (510) 285-6799
Email: r.germano@circlepoint.com

18. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

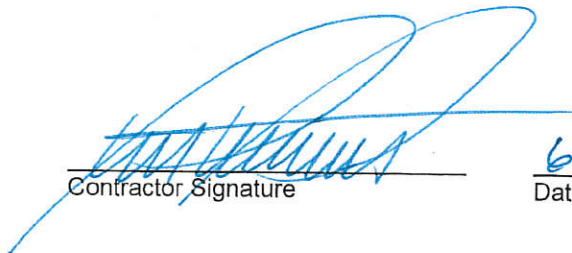
For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

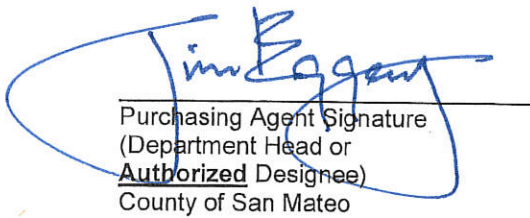


Contractor Signature

6/30/16
Date

SCOTT STEINWERT
Contractor Name (please print)

For County:



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

7/1/16
Date

JIM EGGEMEIER
Purchasing Agent Name (please print)
(Department Head or Authorized Designee)
County of San Mateo

DIRECTOR,
OFFICE OF SUSTAINABILITY
Purchasing Agent or Authorized Designee
Job Title (please print)
County of San Mateo

40111, 40311, & 40576 _____
Budget Units

Exhibit A

Contractor shall provide the County with web design, development, and maintenance services in support of the County's Office of Sustainability (OOS) and Jobs/Housing Gap Task Force (Task Force).

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

OOS and Task Force Web Design

Phase I—Task Force

Contractor will create a website for the Task Force, which will serve as a hub for community members, government leaders, and business owners to learn more about the issues surrounding affordable housing in our region. Referred to as a "Toolkit" by the Task Force members, the Task Force website will provide access to a variety of resources and learning materials such as policy reports, links to websites, PowerPoint presentations, videos, PDFs, GIS maps, infographics, etc.

Phase I includes the following deliverables:

- Create and refine two wireframes of site layout options
- Create two visual mockups for design of site (includes two rounds of review and refinement)
- Gather and organize content for five web pages (includes two rounds of review and refinement)
- Code styles and themes on beta site
- Create interactive toolkit
- Edit content provided by client for website

Phase II—OOS

Contractor will create a website for OOS, which will be a merger between the RecycleWorks website and the existing OOS website. Both the Task Force and OOS websites are meant to engage and educate all members of the community, including: cities/local government leadership; nonprofits/community-based organizations; businesses; educators; housing developers; labor organizations; community advocates; landlords; renters/homebuyers.

Phase II includes the following deliverables:

- Create and refine two wireframes of site layout options
- Create two visual mockups for design of site (includes two rounds of review and refinement)
- Gather and organize content for 25 web pages (includes two rounds of review and refinement)
- Clean up content from existing RecycleWorks site and update messaging
- Content migration to new site
- Content and information gathering for programs

- Create new graphics for RecycleWorks web pages
- Integration with Open Data Portal for Groundwater pages
- Optimize Access database
- Create new RecycleWorks search tool
- Infographics highlighting overall office
- Code styles and themes on beta site
- Creative interactive library

Activities for both Task Force and OOS Websites

- Kick-off meeting
- Create production schedule
- Requirements gathering for sites
- Social media integration
- Email rerouting
- Develop calendar for events
- Develop interactive maps
- Setting up hosting platform
- User testing across sites
- ADA/508 compliance
- QA/QC testing on multiple platforms (mobile, all popular devices, browsers)
- Setting up WooRank
- Setting up analytics accounts
- Launch sites and resolve any issues
- One staff training on back end of site
- One tutorial document for site maintenance

OOS and Task Force Websites Features and Functionality

Both the Task Force and OOS websites must include the following features and functionality:

- Site search capability
- Integrated social media tools and links
- Email/Contact features and routing
- Calendar features
- Mobile-friendly
- Repository for PDF documents/informational materials
- Background videos
- Large hero images
- Maps
- Searchable database, specifically for the RecycleWorks' page within the OOS website
- ADA-compliant

Exhibit B

In consideration of the services provided by Contractor described in Exhibits A and C and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Payment will be made within 30 days of receipt in San Mateo County accounting services for the Office of Sustainability of a written itemized invoice identifying the Agreement Number, specific work completed, and breakdown of charges. The total payment of services to the County shall not exceed sixty thousand dollars (\$60,000).

On an as-needed basis, the Contractor is prepared to provide additional graphic design services. For any work beyond the services described in Section 1 above, the Contractor will bill time at the standard rates, as listed below. Larger projects will require an estimate and not be allowed to go over the estimate unless written approval by staff is obtained prior to any work on a larger project.

| | |
|-------------------------|-------|
| Project Director | \$195 |
| Senior Project Manager | \$165 |
| Senior Art Director | \$165 |
| Senior Web Designer | \$120 |
| Senior Associate | \$120 |
| Senior Graphic Designer | \$110 |
| Web Designer | \$95 |

Exhibit C - Circlepoint Budget

| Tasks | Project Director | | Sr. PM | | Sr. Art Director | | Sr. Web Designer | | Sr. Associate Designer | | Sr. Graphic Designer | | Web Designer | Total Hours | Total Dollars |
|--|------------------|--------|--------|--------|------------------|--------|------------------|--------|------------------------|--------|----------------------|---|--------------|--------------|---------------|
| | Rates \$ | 195 \$ | 165 \$ | 165 \$ | 120 \$ | 120 \$ | 120 \$ | 110 \$ | 120 \$ | 110 \$ | 95 | | | | |
| Activities for Both Websites | | | | | | | | | | | | | | | |
| Kick off meeting | | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | - | - | - | - | - | - | 8.00 | \$ 1,290.00 |
| Create production schedule | | - | - | 3.00 | - | - | - | - | - | - | - | - | - | 3.00 | \$ 495.00 |
| Requirements gathering for sites | | - | - | - | 5.00 | - | - | - | - | - | - | - | - | 5.00 | \$ 600.00 |
| Social media integration | | - | - | - | 4.00 | - | - | - | - | - | - | - | 10.00 | 14.00 | \$ 1,430.00 |
| Email rerouting | | - | - | - | 2.00 | - | - | - | - | - | - | - | - | 2.00 | \$ 240.00 |
| Develop calendars for events | | - | 2.00 | - | 4.00 | 2.00 | 2.00 | - | - | - | - | - | - | 18.00 | \$ 2,000.00 |
| Develop interactive maps (3) | | - | 3.00 | 2.00 | 9.00 | 9.00 | 24.00 | - | - | - | - | - | - | 47.00 | \$ 5,265.00 |
| Setting up hosting platform | | - | - | - | 3.00 | - | - | - | - | - | - | - | - | 3.00 | \$ 360.00 |
| User testing across sites | | - | 1.00 | - | 2.00 | - | - | - | - | - | - | - | 4.00 | 7.00 | \$ 785.00 |
| ADA/508 compliance | | - | - | - | 4.00 | - | - | - | - | - | - | - | 4.00 | 8.00 | \$ 860.00 |
| QA/QC testing on multiple platforms (mobiles, all popular devices/browsers) | | - | - | - | 4.00 | - | - | - | - | - | - | - | 4.00 | 12.00 | \$ 1,240.00 |
| Setting up WooRank | | - | - | - | 1.00 | - | - | - | - | - | - | - | 2.00 | 3.00 | \$ 310.00 |
| Setting up analytics accounts | | - | - | - | 1.00 | - | - | - | - | - | - | - | 2.00 | 3.00 | \$ 310.00 |
| Launch sites and resolve any issues | | - | 2.00 | - | 4.00 | - | - | - | - | - | - | - | 4.00 | 10.00 | \$ 1,190.00 |
| One staff training on back end of site | | - | 4.00 | - | 6.00 | - | - | - | - | - | - | - | 4.00 | 10.00 | \$ 1,380.00 |
| One tutorial document for site maintenance | | - | - | - | 2.00 | - | - | - | - | - | - | - | 4.00 | 6.00 | \$ 620.00 |
| Subtotal Activities for Both Websites | | 2.00 | 14.00 | 7.00 | 53.00 | 11.00 | 72.00 | - | - | - | - | - | 159.00 | \$ 18,375.00 | |
| Phase I: Task Force Website | | | | | | | | | | | | | | | |
| Create and refine 2 wireframes of site layout options | | - | 2.00 | - | 2.00 | - | - | - | - | - | - | - | 2.00 | 6.00 | \$ 760.00 |
| Create 2 visual mockups for design of site (includes 2 rounds of review and refinement) | | 1.00 | 2.00 | 2.00 | - | - | 12.00 | - | - | - | - | - | - | 17.00 | \$ 2,175.00 |
| Gather and organize content for 5 web pages (includes 2 rounds of review and refinement) | | 1.00 | 2.00 | - | - | - | 8.00 | - | - | - | - | - | - | 11.00 | \$ 1,485.00 |
| Code styles and themes on beta site | | - | - | - | 6.00 | - | - | - | - | - | - | - | 10.00 | 16.00 | \$ 1,670.00 |
| Create interactive tool kit | | - | - | - | 10.00 | - | - | - | - | - | - | - | 20.00 | 30.00 | \$ 3,100.00 |
| Edit content provided by client for website | | - | 2.00 | - | - | - | 6.00 | - | - | - | - | - | - | 8.00 | \$ 1,050.00 |
| Subtotal Phase I: Task Force Website | | 2.00 | 8.00 | 2.00 | 18.00 | 14.00 | 32.00 | - | - | - | - | - | 88.00 | \$ 10,240.00 | |
| Phase II: OOS Website | | | | | | | | | | | | | | | |
| Create and refine 2 wireframes of site layout options | | - | 2.00 | - | 2.00 | - | - | - | - | - | - | - | 2.00 | 6.00 | \$ 760.00 |
| Create 2 visual mockups for design of site (includes 2 rounds of review and refinement) | | 1.00 | 2.00 | 2.00 | - | - | 12.00 | - | - | - | - | - | - | 17.00 | \$ 2,175.00 |
| Gather and organize content for 25 web pages (includes 2 rounds of review and refinement) | | 5.00 | 5.00 | - | - | - | 25.00 | - | - | - | - | - | - | 35.00 | \$ 4,800.00 |
| Clean up content from existing Recycleworks site and update messaging | | - | 2.00 | 4.00 | - | - | 15.00 | - | - | - | - | - | - | 21.00 | \$ 2,790.00 |
| Content migration to new site | | - | - | - | 8.00 | - | - | - | - | - | - | - | 14.00 | 22.00 | \$ 2,290.00 |

Exhibit C - Circlepoint Budget

| Tasks | Project Director | | Sr. PM | Sr. Art Director | Sr. Web Designer | Sr. Associate | Sr. Graphic Designer | Web Designer | Total Hours | Total Dollars |
|---|------------------|--------------|--------------|------------------|------------------|---------------|----------------------|---------------|---------------|---------------------|
| | Rates \$ | 195 \$ | 165 \$ | 165 \$ | 120 \$ | 120 \$ | 110 \$ | 95 | | |
| Content and information gathering for programs | | | 2.00 | | | 6.00 | | | 8.00 | \$ 1,050.00 |
| Create new graphics for Recycleworks web pages | | | | 5.00 | | | 5.00 | 10.00 | 20.00 | \$ 2,325.00 |
| Integration with Open Data Portal for Groundwater pages | | | | 6.00 | | | | 10.00 | 16.00 | \$ 1,670.00 |
| Optimizing Access database | | | | 6.00 | | | | 10.00 | 16.00 | \$ 1,670.00 |
| Create Recycleworks search tool | | | | 15.00 | | | | 10.00 | 25.00 | \$ 2,750.00 |
| Infographics highlighting overall office | | | | 4.00 | | | 10.00 | | 14.00 | \$ 1,760.00 |
| Code styles and themes on beta site | | | | | 8.00 | | | 15.00 | 23.00 | \$ 2,385.00 |
| Creative interactive library | | | | | 10.00 | | | 20.00 | 30.00 | \$ 3,100.00 |
| Subtotal Phase II: OOS Website | | 6.00 | 13.00 | 15.00 | 55.00 | 46.00 | 27.00 | 91.00 | 253.00 | \$ 29,525.00 |
| Labor Subtotal | | 10.00 | 35.00 | 24.00 | 126.00 | 71.00 | 39.00 | 195.00 | 500.00 | \$ 58,140.00 |
| Labor Contingency | | | | | | | | | | \$ - |
| Total Labor | | | | | | | | | | \$ 58,140.00 |

ODCs

- Fax/phone/messenger/overnight \$ 100.00
- Dedicated Virtual Server Hosting for both sites \$ 500.00
- WooRank SEO Monitoring (6 months) \$ 300.00

Total ODCs

TOTAL

GRAND TOTAL

Efficiencies

Features common to both websites will be developed once and copied over (identical look)
 Migration of Recycleworks content includes these features: Recycling Search, Buy Green Search, Find Your Garbage Company
 OOS staff will provide content needed for Task Force website, for Circlepoint to edit as needed
 Will use infographics from existing Affordable Housing contract for website

\$59,040.00

\$ 900.00
\$ 59,040.00

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Alicia Contreras

Name of Contractor(s):

Circlepoint

Street Address or P.O. Box:

1814 Franklin Street, Suite 1000

City, State, Zip Code:

Oakland, CA 94612

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

President/CEO

Date:

7/14/16

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

County of San Mateo ~ Contract Amendment

Contract Number:
40000-17-D003

Amendment Number:
2

Agreement between the County of San Mateo and Circlepoint.

THE AGREEMENT IS CHANGED AS FOLLOWS

The term of the Agreement is being extended to an end date of June 30, 2017. The amount of the Agreement is being increased by \$33,985 for a new total amount not to exceed \$93,985.

Agreement Amount

| Original Amount: | Current Amount: | Addition or Reduction: | New Total Amount: |
|------------------|-----------------|------------------------|-------------------|
| \$60,000 | N/A | \$33,985 | \$93,985.00 |

Agreement Term:

| Original Start Date: | Original End Date: | New Start Date: | New End Date: |
|----------------------|--------------------|-----------------|---------------|
| 7/1/2016 | 4/30/2017 | N/A | 6/30/2017 |

Paragraph: 3 is hereby added amended as follows:

In no event shall County's total fiscal obligation under this Agreement exceed ninety-three thousand nine hundred and eighty-five dollars (\$93,985.00)

Paragraph: 4 is hereby added amended as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016 through June 30, 2017.

Other changes: Exhibit A

The following language is added to Exhibit A:

Home For All Website

Media Page

Circlepoint will create a new webpage within the existing Home for All website to serve as a media page. San Mateo County Office of Sustainability (OOS) staff will use the media page to post digital collateral, op-eds, press releases, relevant news articles, and videos. Navigation for the media page will be added to the website's main navigation bar. The media page will be designed like the "Get Involved" page.

Deliverable: One (1) new webpage for media content.

Assumptions: OOS will supply all written and visual content; OOS staff will update the media page as needed; mock-ups are not required, revisions will take place on the dev site.

Add Google Translate

Circlepoint will add a Google Translate button to the Home For All Website. The Google Translate button will be included on the homepage. Languages included for translations will be Spanish, Chinese, and other languages to be determined by OOS staff, up to five (5) languages.

Deliverable: Add Google Translate button to the website.

Assumptions: Up to five (5) languages as determined by OOS staff.

Interactive Resources Library Page and Query Tool

Circlepoint will develop an interactive resources library page and query tool. The resources page will serve as an archive for all program related materials. The query tool will allow website visitors to search for program collateral and other information based on keyword entry. Circlepoint will “tag” all resources and materials so that they are searchable with the query tool. OOS staff will assist Circlepoint with the “tagging” task by providing a list of keywords. The query tool will also feature a “drop down” function to list all categories items by topic/keyword.

Deliverables: Interactive resources library page, query tool, list of keywords, list of topics.

Assumptions: OOS staff will maintain resources library page and query tool; OOS staff will assist Circlepoint with developing the keyword and topics lists; mock-ups are not required, revisions will take place on the dev site.

OOS / Recycleworks Website

Migrate recycling games and quizzes to new site

Circlepoint will migrate up to (8) games from the Recycleworks site to the OOS website. Circlepoint will migrate the links for the existing external recycling games to the new OOS website and ensure they are integrated into the visuals of the page as much as possible, without fully recreating the games. Circlepoint will also create up to four quizzes for the new website.

Deliverables: migrate existing recycling games to the new website.

Assumptions: Circlepoint will not develop new games, OOS will provide content for the quizzes

Infographics

Circlepoint will create up to eight additional infographics for the OOS website, for a total of ten (10) infographics. Infographics will visualize key data and processes. . Circlepoint will include the additional infographics into the new OOS website.

Deliverables: Eight (8) infographics.

Assumptions: All data and information will be provided by OOS; each infographic will be presented as a draft with up to two (2) rounds of revisions.

Stock photos and videos quotes

Circlepoint will research relevant stock photos and videos. The stock photos and videos will be used to populate the new OOS website. Photos and videos featuring sustainable imagery, such as growing trees and blue skies, for example, will be considered. Circlepoint will provide recommended photos and videos to the OOS in a word document with links to the stock imagery. OOS will provide Circlepoint with a list of topics for research.

Deliverables: List of recommended photos and video with links.

Assumptions: Upon OOS approval, Circlepoint will purchase the photos and videos on behalf of the OOS.

Additional web pages

Circlepoint will develop up to five (5) additional webpages for the OOS website. The design for the additional webpages will follow the design of existing pages to maintain website consistency.

Deliverables: Up to five (5) additional web pages

Assumptions: Design mock-ups are not required, all edits will be made on the dev site;; all content will be provided by the OOS.

Optional task: Add video to the OOS website homepage.

Circlepoint can embed a video to the OOS website homepage, upon approval.

Deliverables: Embed a video on the OOS website homepage.

Assumptions: OOS will provide video file.

Other changes: Exhibit C

The following budget is added to Exhibit C:

(revised February 14, 2017)


| Tasks | Rochelle Germano Director | Nathan Wheadon PM | Sarah Seward Sr. Art Dir. | Kirk Nelson Sr. Web | Amie Krager Sr. Graphics | Adrienne Lam Graphics | Total Hours | Total Dollars |
|---|------------------------------|----------------------|------------------------------|------------------------|-----------------------------|--------------------------|---------------|---------------------|
| | Rates \$ 195 | \$ 140 | \$ 165 | \$ 120 | \$ 110 | \$ 95 | | |
| Task 1: Home For All Website | | | | | | | | |
| Media Page | 1.00 | 1.00 | - | 4.00 | - | 8.00 | 14.00 | \$ 1,575.00 |
| Translations (add Google translate) | - | 1.00 | - | 4.00 | - | 4.00 | 9.00 | \$ 1,000.00 |
| Interactive Resources Library Page & Query Tool | - | 1.00 | - | 12.00 | - | 22.00 | 35.00 | \$ 3,670.00 |
| Subtotal Task 1: Home For All Website | 1.00 | 3.00 | - | 20.00 | - | 34.00 | 58.00 | \$ 6,245.00 |
| Task 2: OOS / Recycle Works Website | | | | | | | | |
| Move over recycling games (up to 8) | 2.00 | 4.00 | 6.00 | 24.00 | 24.00 | 40.00 | 100.00 | \$ 11,260.00 |
| Create quizzes (up to 4) | 1.00 | 8.00 | 4.00 | 12.00 | - | 20.00 | 45.00 | \$ 5,315.00 |
| Infographics (8 additional) | - | 4.00 | 16.00 | - | 40.00 | - | 60.00 | \$ 7,600.00 |
| Stock photos and video quotes | - | 1.00 | - | - | - | 2.00 | 3.00 | \$ 330.00 |
| Additional basic web pages (5) | 1.00 | 5.00 | - | 5.00 | - | 8.00 | 19.00 | \$ 2,255.00 |
| Subtotal Task 2: OOS / Recycle Works Website | 4.00 | 22.00 | 26.00 | 41.00 | 64.00 | 70.00 | 227.00 | \$ 26,760.00 |
| Optional Tasks | | | | | | | | |
| Add video to OOS site homepage | - | - | - | 2.00 | - | 2.00 | 4.00 | \$ 430.00 |
| Subtotal Optional Tasks | - | - | - | 2.00 | - | 2.00 | 4.00 | \$ 430.00 |
| Labor Subtotal | 5.00 | 25.00 | 26.00 | 63.00 | 64.00 | 106.00 | 289.00 | \$ 33,435.00 |
| Labor Contingency | | | | | | | | \$ - |
| Total Labor | | | | | | | | \$ 33,435.00 |
| ODCs | | | | | | | | |
| Fax/phone/messenger/overnight | | | | | | | | \$ 100.00 |
| Stock Photos and Videos | | | | | | | | \$ 400.00 |
| Subtotal ODCs | | | | | | | | \$ 500.00 |
| 10.0% Mark-Up on ODCs | | | | | | | | \$ 50.00 |
| Total ODCs | | | | | | | | \$ 550.00 |
| TOTAL | | | | | | | | \$ 33,985.00 |

Assumptions

New web pages will not require mockups. Will be reviewed on the DEV site.
 Media page cost assumes all content will be provided by the County
 Assumes resources library will require a query tool/search function
 Assumes data and information for infographics will be provided. Two rounds of review for these materials.
 Assumes resources library content will be provided by the County

This change is effective as of: 2/6/2017

ALL OTHER PRICES, TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED


 Contractor Signature

2/7/17
 Date

SCOTT STEINWERT
 Contractor Name (please print)


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

2/7/17
Date

JIM EGGEMEYER

Purchasing Agent Name (please print)
(Department Head or Authorized Designee)
County of San Mateo

DIRECTOR,
OFFICE OF
SUSTAINABILITY

Purchasing Agent or Authorized Designee Title
(please print)

Attachment 2

COUNTY OF SAN MATEO AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No. 19000-15-D019

Contractor Name and Address ("Contractor"):

Ben Strumwasser
Circlepoint
1814 Franklin Street, Suite 1000
Oakland, CA 94612

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: County Manager's Office
Attention: Jim Eggemeyer
Address: 400 County Center, 1st Floor
City, State, Zip: Redwood City, CA 94063

It is agreed between the County of San Mateo, California ("County"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A attached hereto for the County of San Mateo, County Manager's Office, Office of Sustainability.
2. **Contract Term.** The term of this Agreement shall be from March 27, 2015, to June 30, 2016, unless terminated earlier by the County.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. 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. 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 total payment for services under this Agreement exceed fifty thousand dollars (\$50,000).
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of County employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:
 - Comprehensive General Liability \$1,000,000 (applies to all agreements)
 - Motor Vehicle Liability Insurance \$1,000,000 (to be checked if motor vehicle used in performing services)
 - Professional Liability \$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires

of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically give County the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The County Purchasing Agent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
12. **Non-Discrimination.** No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information. Contractor shall ensure full compliance with federal, state, and local laws, directives, and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. Contractor shall comply fully with the non-discrimination requirements of 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; and/or iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or set off all or any portion of the amount described in this Section against amounts due to Contractor under the Agreement or any other contract with County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract. This paragraph applies only to contractors who are providing services to members of the public under this Agreement.

13. **Equal Benefits.** With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
 - Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and its employees with domestic partners.
 - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.

- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

14. **History of Discrimination.** Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:
- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
 - Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.
15. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the County makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California, other regulatory agencies, and/or Federal grantor agencies.
16. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** One of the following responses must be selected by the Department. Is the Contractor a Business Associate? Yes No
 If "Yes" is checked, then the following requirements apply and Attachment H must be included: Contractor shall perform all services in accordance with HIPAA and the Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H.
17. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith. Contractor certifies that the Contractor and all of its subcontractors will adhere to and certify compliance with all applicable provisions of San Mateo County Ordinance Code, including, without limitation, Chapter 4.106, which regulates the use of disposable food service ware, and Chapter 2.84, which addresses equal benefits.
18. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between County and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
19. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.
20. **Jury Duty Requirements.** Contractor agrees that if this Agreement is amended to a total value exceeding one hundred thousand dollars (\$100,000.00), Contractor shall comply with Chapter 2.85 of the County's Ordinance Code.
21. **Electronic Signature.** If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.
- For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.
- For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

– Signatures Follow on Next Page –

For Contractor:

Ben Strumwasser 4/22/15
Contractor Signature Date

Ben Strumwasser
Contractor Name (please print)

For County:

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Workers' Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent.

Heather M. Ledesma 4/27/15
Contract Requestor Signature Date
County of San Mateo

Heather Ledesma
Contract Requestor Name (please print)
County of San Mateo

Principal Management Analyst
Contract Requestor Title (please print)

Jim Eggemeyer 4/22/15
Purchasing Agent Signature Date
(Department Head or Designee)
County of San Mateo

Jim Eggemeyer
Purchasing Agent Name (please print)
(Department Head or Designee)
County of San Mateo

Director, Office of Sustainability
Purchasing Agent Title (please print)

19136
Budget Unit

Distribution: 1 copy to each: Purchasing Agent, Controller, and Contractor

(Revised 7/26/13)

Exhibit A
Agreement between the County of San Mateo and Circlepoint

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

The Contractor (Contractor) will provide the County with branding, graphic design, and web design and development services in support of the County's continuing efforts on Community Choice Aggregation (CCA).

The Contractor will help the County develop a name and brand identity for the CCA project. Following an initial research and discovery phase, the Contractor will develop three visual explorations and up to two rounds of refinements. Brand development includes logo design and style guide outlining color palette, typography, and usage guidelines. Branding presentations include up to two client and/or partner presentations to gather input and/or votes on preferred logo.

The Contractor will help the County set-up, develop, design, and maintain a website on the County's CCA efforts. The goal of the website is to provide the cities and public with: general information on CCA, information on the status of CCA in the County, opportunities for public comments/involvement, and upcoming presentations or workshops on CCA. Website components may include: general information on CCAs, narrative about project, an illustration of how a CCA works, a project timeline, frequently asked questions, meeting/event calendar, links to draft/final documents, news articles about CCAs, a comment form/poll feature, and an email account setup. The website will be mobile-friendly, feature social media integration, be built on WordPress platform, and include up to 10 pages. Web design includes a site map, wire frame, up to two visual mock-ups and build out of the selected design. Scope includes domain name and website hosting for one year. The Contractor is not expected to write content for the website. All content will be drafted and updated by County staff. Contractor will provide message development and content refinement. Scope includes monthly maintenance and analytics for a period of six months.

The Contractor will be expected to help the County to develop graphics and outreach materials related to the County's CCA efforts. Graphics will be used on the website and in outreach materials, such as factsheets, flyers, PPT presentation templates, and e-blast templates. Social media graphics include homepage/profile graphics and Nextdoor posting. With content from the Office of Sustainability, the Contractor will design a community guide to the feasibility study. This community guide will translate the information and present it in a more user-friendly, visual format so it's approachable and interesting for the public.

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

See Exhibit B for detailed fees.

Payment will be made within 30 days of receipt in San Mateo County accounting services for the Office of Sustainability of a written itemized invoice identifying the Agreement Number, specific work completed, and breakdown of charges. The total payment of services to the County shall not exceed fifty thousand dollars (\$50,000).

On an as-needed basis, the Contractor is prepared to provide additional graphic and web design services. For any work beyond the services described in Section 1 above, the Contractor will bill time at the standard rates, as listed below. Larger projects will require an estimate and not be allowed to go over the estimate unless written approval by staff is obtained prior to any work on a larger project.

| | |
|----------------------|-------|
| Creative Director | \$180 |
| Art Director | \$140 |
| Sr. Web Designer | \$120 |
| Sr. Graphic Designer | \$100 |
| Project Associate | \$95 |
| Graphic Designer | \$85 |
| Jr. Web Designer | \$75 |

| Tasks | Creative Dir | Art Director | Sr. Web | Graphics | Associate | Jr Web | Total Hours | Total Dollars |
|---|--------------|--------------|--------------|---------------|--------------|--------------|---------------|---------------------|
| Task 1 - Branding and Collateral | | | | | | | | |
| Research and Discovery | 2.00 | 4.00 | - | 4.00 | - | - | 10.00 | \$ 1,260.00 |
| Brand Development and Refinement | 4.00 | 16.00 | - | 30.00 | - | - | 50.00 | \$ 5,510.00 |
| Client and Partner Presentations | 8.00 | 8.00 | - | - | - | - | 16.00 | \$ 2,560.00 |
| Branding Guidelines | | 4.00 | - | 8.00 | - | - | 12.00 | \$ 1,240.00 |
| Collateral (two factsheets, two flyers, and two PPT/eBlast templates) | 2.00 | 16.00 | 2.00 | 44.00 | - | - | 64.00 | \$ 6,580.00 |
| Community Guide to the Feasibility Study | 2.00 | 8.00 | - | 16.00 | - | - | 26.00 | \$ 2,840.00 |
| Subtotal Task 1 - Branding and Collateral | 18.00 | 56.00 | 2.00 | 102.00 | - | - | 178.00 | \$ 19,990.00 |
| Task 2 - Web Design and Development | | | | | | | | |
| Web Design | 2.00 | 8.00 | - | 16.00 | - | - | 26.00 | \$ 2,840.00 |
| Message and Content Refinement | 4.00 | 8.00 | - | - | 16.00 | - | 28.00 | \$ 3,360.00 |
| Web Development | 4.00 | 12.00 | 50.00 | 16.00 | 4.00 | 50.00 | 136.00 | \$ 13,890.00 |
| QA/QC Testing and Launch | | 4.00 | 8.00 | - | - | 16.00 | 28.00 | \$ 2,720.00 |
| Training and Tutorial Document | | 4.00 | 8.00 | - | - | 8.00 | 20.00 | \$ 2,120.00 |
| Social Media Profile Graphics | | 1.00 | - | 2.00 | - | - | 3.00 | \$ 310.00 |
| Web Maintenance & Analytics (1x month for 6 months) | 1.00 | 6.00 | 6.00 | 12.00 | 6.00 | 6.00 | 37.00 | \$ 3,780.00 |
| Subtotal Task 2 - Web Design and Development | 11.00 | 43.00 | 72.00 | 46.00 | 26.00 | 80.00 | 278.00 | \$ 29,020.00 |
| Labor Subtotal | 29.00 | 99.00 | 74.00 | 148.00 | 26.00 | 80.00 | 456.00 | \$ 49,010.00 |
| Labor Contingency | | | | | | | | |
| Total Labor | | | | | | | | \$ 49,010.00 |

ODCs

| | |
|-------------------------------|---------------------|
| Fax/phone/messenger/overnight | \$ 50.00 |
| Travel | \$ 100.00 |
| Web and Domain Hosting | \$ 300.00 |
| Stock photography | \$ 500.00 |
| Total ODCs | \$ 950.00 |
| TOTAL | \$ 49,960.00 |

| Tasks | Creative Dir | Art Director | Sr. Web | Graphics | Associate | Jr Web | Total Hours | Total Dollars |
|---|--------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------------|
| Phase II Optional Tasks | | | | | | | | |
| Animated Video | 4.00 | 30.00 | - | - | 16.00 | 40.00 | 90.00 | \$ 9,440.00 |
| Interactive Web Graphic | 2.00 | 12.00 | 30.00 | - | 12.00 | - | 56.00 | \$ 6,780.00 |
| Continued Website Maintenance & Analytics (1x/month for 6 months) | 1.00 | 6.00 | 6.00 | 12.00 | 6.00 | 6.00 | 37.00 | \$ 3,780.00 |
| Social Media Graphics (up to 12) | 2.00 | 6.00 | - | 24.00 | - | - | 32.00 | \$ 3,240.00 |
| Total Phase II Optional Tasks | 9.00 | 54.00 | 36.00 | 36.00 | 34.00 | 46.00 | 215.00 | \$ 23,240.00 |

Assumptions

Brand development will include three visual explorations and up to two rounds of refinements.
 Brand development includes logo design and style guide outlining color palette, typography, and usage guidelines.
 Branding presentations include up to two client and/or partner presentations to gather input and/or votes on preferred logo.
 Collateral includes two factsheets, two flyers, two PPT templates, and two e-blast templates. Client will provide content.
 Community guide includes design of four page document and assumes client will provide final content.
 Web design includes site map, wire frame, up to two visual mock-ups and build out of selected design.
 Website will be mobile-friendly, feature social media integration, be built on WordPress platform, and include up to 10 pages.
 Assumes client will provide draft web content. Circlepoin will provide message development and content refinement.
 Web development includes a timeline graphic, process graphic and educates about CCA, embedded map, embedded Google calendar, a comment form/poll feature, and email account setup.
 Includes domain name and website hosting for one year.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

| | |
|---|---|
| Name (as shown on your income tax return) Circlepoint | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see Instructions) ▶ | |
| Address (number, street, and apt. or suite no.) 1814 Franklin Street, Suite 1000 | Requester's name and address (optional) |
| City, state, and ZIP code Oakland, CA 94612 | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| |
|--|
| Social security number |
| or |
| Employer identification number |
| 94 3171809 |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|----------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ 4/1/15 |
|------------------|----------------------------|----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

County of San Mateo ~ Insurance Certification Questionnaire

Contractor Name: Circlepoint

Contractor Number: [click here to enter text.](#)

Date this Form Was Completed: 3/31/2014

Name of Person Completing Form: Ben Strumwasser

- | | | |
|--|-------------------------------------|-------------------------------------|
| 1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? <i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | YES | NO* |
| 2. Does the contractor travel by car to provide contract services? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | YES | NO |
| a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | YES | NO* |
| 3. Does the contractor have 2 or more employees? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | YES | NO |
| a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | YES | NO* |
| 4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | YES | NO |
| a) If yes, does the contractor carry professional liability insurance? | <input type="checkbox"/> | <input type="checkbox"/> |
| | YES | NO* |
| 5. Did you make any changes to the Hold Harmless clause in the contract template? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | YES | NO |
| a) If yes, did Risk Management and County Counsel approve changes to the contract template? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | YES | NO* |
| 6. Is San Mateo County named as the certificate holder / additional insured? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | YES | NO* |

If "No*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

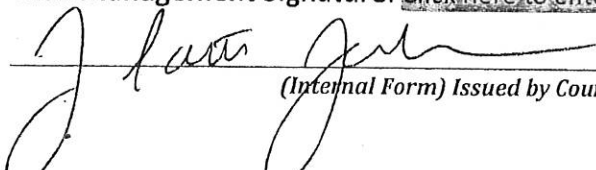
COMMENTS:

Section below is for Risk Management authorization - send to Risk Management ONLY IF INSTRUCTED TO DO SO.

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Risk Management Signature: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)



4/20/15

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Ben Strumwasser

Name of Contractor(s): Circlepoint

Street Address or P.O. Box: 1814 Franklin Street, Suite 1000

City, State, Zip Code: Oakland, CA 94612

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Ben Strumwasser

Title of Authorized Official: Principal

Date: 4/16/2015

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|---|---|--------------------------------------|
| PRODUCER Risk Strategies Company 2000 Alameda de las Pulgas, Suite 101 San Mateo, CA 94404 | CONTACT NAME: Emily Elsbree | PHONE (A/C, No, Ext): (650) 762-0425 | FAX (A/C, No): (650) 762-0490 |
| | E-MAIL ADDRESS: eelsbree@risk-strategies.com | | |
| INSURED Circlepoint 1814 Franklin Street Suite 1000 Oakland CA 94612 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Travelers Indemnity Company of CT | | 25682 |
| | INSURER B: Travelers Property Casualty Company | | 25674 |
| | INSURER C: Hartford Fire Insurance Company | | 19682 |
| | INSURER D: Axis Insurance Company | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER: 24458154

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|------------|------------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | 6803C569284TCT14 | 10/1/2014 | 10/1/2015 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BA3C57016614GRP | 10/1/2014 | 10/1/2015 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$ | | | CUP3C5701171447 | 10/1/2014 | 10/1/2015 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | AGGREGATE | \$ 1,000,000 |
| | | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N/A | 57WECGH2835 | 10/1/2014 | 10/1/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| D | Professional Liability | | | MSZ763468012014 | 10/1/2014 | 10/1/2015 | Per Claim | \$1,000,000 |
| | | | | | | | Annual Aggregate | \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate issued as proof of insurance

CERTIFICATE HOLDER

County of San Mateo
 County Manager's Office
 Jim Eggemeyer
 400 County Center, 1st Floor
 Redwood City CA 94063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Christian

M B Christian

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER Risk Strategies Company 700 Airport Boulevard, Suite 300 Burlingame, CA 94010 | CONTACT NAME: Emily Elsbree |
| | PHONE (A/C, No, Ext): (650) 762-0425 FAX (A/C, No): (650) 762-0490 E-MAIL ADDRESS: eelsbree@risk-strategies.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A: Sentinel Ins. Co. | NAIC # 11000 |
| INSURER B: Hartford Ins Co of the Midwest | 37478 |
| INSURER C: Axis Insurance Company | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 26855538 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 57SBARI3554 | 10/1/2015 | 10/1/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 57SBARI3554 | | | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 57SBARI3554 | | | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | 57WECGH2835 | 10/1/2015 | 10/1/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Professional Liability Retroactive Date 1: 11/01/1987 Retroactive Date 2: 05/14/2015 | | AEA000149012015 | 10/1/2015 | 10/1/2016 | Per Claim \$2,000,000 Annual Aggregate \$2,000,000 Pollution Liability Included |

19000 -
15 -
0019

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate issued as proof of insurance

CERTIFICATE HOLDER**CANCELLATION**

County of San Mateo
 County Manager's Office
 Jim Eggemeyer
 400 County Center, 1st Floor
 Redwood City CA 94063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Christian

M S Christian

© 1988-2014 ACORD CORPORATION. All rights reserved.

County of San Mateo ~ Contract Amendment

Contract Number:
19000-15-D019

Amendment Number:
1

Agreement between the County of San Mateo and Circlepoint.

THE AGREEMENT IS CHANGED AS FOLLOWS:

Agreement Amount:

| Original Amount: | Current Amount: | Addition or Reduction: | New Total Amount: |
|------------------|-----------------|------------------------|-------------------|
| \$50,000 | \$50,000 | \$19,500 | \$69,500 |

Agreement Term:

| Original Start Date: | Original End Date: | New Start Date: | New End Date: |
|----------------------|--------------------|-----------------|---------------|
| 3/27/2015 | 6/30/2016 | N/A | |

Paragraph: 3. Payments. is hereby added amended as follows:

In no event shall total payment for services under this Agreement exceed SIXTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$69,500).

Other changes: Exhibit A:

The following language is added to Exhibit A, Section 1. Description of Services to be Performed by Contractor:

The Contractor shall also provide the following services according to the rates established in the original contract:

1. Branding Development for the Office of Sustainability, including kick-off meeting, preparation for meetings, follow-up, research, tagline development, messaging framework, logo development, revisions, refinements, meetings, and branding alignment with County's graphic guidelines.
2. Conduct a visioning workshop with staff from the Office of Sustainability
3. Conduct a follow-up workshop with staff from the Office of Sustainability to share results of visioning workshop, provide results of research efforts, and draft vision statement and messaging framework.

This change is effective as of: December 16, 2015

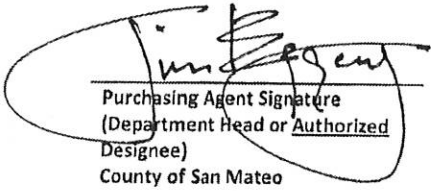
ALL OTHER PRICES, TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED.


Contractor Signature

Date

12/16/15

CHERYL LEE
Contractor Name (please print)


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

12/16/15
Date

JIM EGGEMEYER
Purchasing Agent Name (please print)
(Department Head or Authorized Designee)
County of San Mateo

40541
Budget Unit
40111

DIRECTOR OFFICE
Purchasing Agent or Authorized Designee Title
(please print)
OF SUSTAINABILITY

County of San Mateo ~ Contract Amendment

Contract Number:
19000-15-D019

Amendment Number:
2

Budget unit 40316

Agreement between the County of San Mateo and Circlepoint

THE AGREEMENT IS CHANGED AS FOLLOWS

Agreement Amount

| | | | |
|---------------------------------|--------------------------------|------------------------------------|--------------------------------|
| Original Amount: \$50,000.00 | Current Amount: \$69,500.00 | Addition or Reduction: \$10,000 | New Total Amount: 79,500.00 |
|---------------------------------|--------------------------------|------------------------------------|--------------------------------|

Agreement Term:

| | | | |
|-----------------------------------|---------------------------------|------------------------|----------------------------|
| Original Start Date: 3/27/2015 | Original End Date: 6/30/2016 | New Start Date: N/A | New End Date: 6/30/2016 |
|-----------------------------------|---------------------------------|------------------------|----------------------------|

Paragraph: 3 added amended as follows:

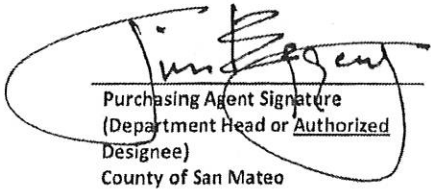
In no event shall total payment for services under this Agreement exceed seventy-nine thousand five hundred dollars (\$79,500).

Other changes: Exhibit A

The following language is added to Exhibit A:

As a result of the need for collateral as part of the Bicycle Routes and Rules project, contractor shall also provide the following services according to the rates established in the original contract:

1. Continue to provide the services outlined in Exhibit A of the original contract, including but not limited to graphic design for outreach materials related to bicycle transportation promotion and education, consultation support for outreach strategies.
2. Work with County staff to develop a suite of collateral products for the Bicycle Routes and Rules outreach project. Advise County staff on outreach strategies and appropriate collateral items given the budget. Provide design, copy editing, and development of draft and final digital copy of items such as promotional card, brochure, poster, mobile app, bike map layout and graphic background for webpage. (Note: this contract does not include development of a mobile app or bike map.) Once work commences, Contractor will work with County staff to complete a schedule for production of the collateral. The collateral will be used to engage diverse audiences and inspire interest in bicycle opportunities in San Mateo County, publicize upcoming events, and encourage use of the mobile app. County will be responsible for production of all materials.


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

12/16/15
Date

JIM EGGEMEYER
Purchasing Agent Name (please print)
(Department Head or Authorized Designee)
County of San Mateo

40541
Budget Unit
40111

DIRECTOR OFFICE
Purchasing Agent or Authorized Designee Title
(please print)
OF SUSTAINABILITY

County of San Mateo ~ Contract Amendment

Contract Number:
19000-15-D019

Amendment Number:
3

Budget unit 40316
Agreement between the County of San Mateo and Circlepoint

THE AGREEMENT IS CHANGED AS FOLLOWS:

Agreement Amount


| Original Amount: | Current Amount: | Addition or Reduction: | New Total Amount: |
|------------------|-----------------|------------------------|-------------------|
| \$50,000.00 | \$79,500.00 | N/A | N/A |

Agreement Term:

| Original Start Date: | Original End Date: | New Start Date: | New End Date: |
|----------------------|--------------------|-----------------|---------------|
| 3/27/2015 | 6/30/2016 | N/A | 6/30/2017 |

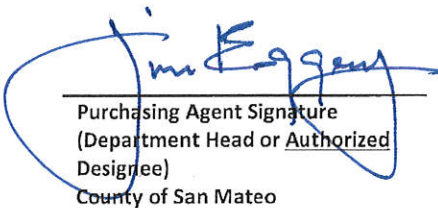
This change is effective as of: 6/22/2016

ALL OTHER PRICES, TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED.



Contractor Signature Date 6/22/16

Scott Steinwert
Contractor Name (please print)



Purchasing Agent Signature
(Department Head or Authorized
Designee)
County of San Mateo Date 6/23/16

Jim Eggemeyer
Purchasing Agent Name (please print)
(Department Head or Authorized Designee)
County of San Mateo

40316
Budget Unit

Director, Office of Sustainability
Purchasing Agent or Authorized Designee Title
(please print)

Attachment 3

19136-5858 / SLVLR-0000
CR 29825

COUNTY OF SAN MATEO AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No. 19000-15-0025

Contractor Name and Address ("Contractor"):

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Ben Strumwasser

Department: County Manager's Office

Circlepoint: A052962

Attention: Jim Eggemeyer

1814 Franklin Street, Suite 1000

Address: 400 County Center, 1st Floor

Oakland, CA 94612

City, State, Zip: Redwood City, CA 94063

It is agreed between the County of San Mateo, California ("County"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A attached hereto for the County of San Mateo, County Manager's Office, Office of Sustainability.
2. **Contract Term.** The term of this Agreement shall be from March 27, 2015, to June 30, 2016, unless terminated earlier by the County.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. 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. 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 total payment for services under this Agreement exceed fifty thousand dollars (\$50,000).
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the County and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of County employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:
 - Comprehensive General Liability\$1,000,000 (applies to all agreements)
 - Motor Vehicle Liability Insurance\$1,000,000 (to be checked if motor vehicle used in performing services)
 - Professional Liability\$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires

of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically give County the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The County Purchasing Agent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
12. **Non-Discrimination.** No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information. Contractor shall ensure full compliance with federal, state, and local laws, directives, and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. Contractor shall comply fully with the non-discrimination requirements of 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to: I) termination of this Agreement; II) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years; III) liquidated damages of \$2,500 per violation; and/or IV) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or set off all or any portion of the amount described in this Section against amounts due to Contractor under the Agreement or any other contract with County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract. This paragraph applies only to contractors who are providing services to members of the public under this Agreement.

13. **Equal Benefits.** With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
 - Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and its employees with domestic partners.
 - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.

- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

14. **History of Discrimination.** Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:
- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
 - Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.
15. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the County makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California, other regulatory agencies, and/or Federal grantor agencies.
16. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** One of the following responses must be selected by the Department. Is the Contractor a Business Associate? Yes No
 If "Yes" is checked, then the following requirements apply and Attachment H must be included: Contractor shall perform all services in accordance with HIPAA and the Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H.
17. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith. Contractor certifies that the Contractor and all of its subcontractors will adhere to and certify compliance with all applicable provisions of San Mateo County Ordinance Code, including, without limitation, Chapter 4.106, which regulates the use of disposable food service ware, and Chapter 2.84, which addresses equal benefits.
18. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between County and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
19. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.
20. **Jury Duty Requirements.** Contractor agrees that if this Agreement is amended to a total value exceeding one hundred thousand dollars (\$100,000.00), Contractor shall comply with Chapter 2.85 of the County's Ordinance Code.
21. **Electronic Signature.** If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.
- For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.
- For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

- Signatures Follow on Next Page -

For Contractor:

Ben Strumwasser 4/24/15
Contractor Signature Date

Ben Strumwasser
Contractor Name (please print)

For County:

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Workers' Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent.

Heather M. Ledesma 4/23/15
Contract Requestor Signature Date
County of San Mateo

Heather Ledesma
Contract Requestor Name (please print)
County of San Mateo

Principal Management Analyst
Contract Requestor Title (please print)

Jim Eggemeyer 4/22/15
Purchasing Agent Signature Date
(Department Head or Designee)
County of San Mateo

Jim Eggemeyer
Purchasing Agent Name (please print)
(Department Head or Designee)
County of San Mateo

Director, Office of Sustainability
Purchasing Agent Title (please print)

19136
Budget Unit

Distribution: 1 copy to each: Purchasing Agent, Controller, and Contractor

(Revised 7/26/13)

Exhibit A

Agreement between the County of San Mateo and Circlepoint

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

The Contractor (Contractor) will provide the County with branding and web design, development, and maintenance services in support of the County's sea level rise initiatives and projects.

As Phase I of the project, the Contractor will create an individual stand-alone splash page that educates about the need to address sea level rise and will develop a word mark for the program that helps position the County as a proactive leader in addressing the challenge through collaboration.

As Phase II of the project, the Contractor will establish a stand-alone website that serves as a central repository for the County's continuing efforts on addressing sea level rise, including the County sea level rise vulnerability assessment, the San Bruno/Colma Creek watershed area study, and the creation of a new countywide clean water management agency.

Based on initial strategy discussions with the client, the Contractor will create this interactive project website to provide cities and the public with general information on sea level rise and information on the status of sea level rise efforts in the County. The visually engaging site will serve a central resource, featuring message-driven content, information about upcoming presentations and workshops, and compelling graphics and maps. The Contractor will create a platform for the diverse audiences impacted by sea level rise to be engaged in and informed of these important efforts.

Website components may include: general information on sea level rise, narrative about project, project timeline, frequently asked questions, meeting/event calendar, links to draft/final documents, news articles about sea level rise, and contact form. The Contractor will create an archive for all sea level rise efforts, which may include archiving: outreach materials, draft documents, final documents, meeting agendas, and meeting minutes. The Contractor is *not* expected to write content for the website. All content will be drafted, updated, and provided by County staff.

As Phase III of the project, the Contractor will provide website maintenance and analytics for a period of 14.5 months.

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

See Exhibit B for detailed fees.

Payment will be made within 30 days of receipt in San Mateo County accounting services for the Office of Sustainability of a written itemized invoice identifying the Agreement Number, specific work completed, and breakdown of charges. The total payment of services to the County shall not exceed fifty thousand dollars (\$50,000).

Agreement No. 19000-15-0025

On an as-needed basis, the Contractor is prepared to provide additional graphic and web design services. For any work beyond the services described in Section 1 above, the Contractor will bill time at the standard rates, as listed below. Larger projects will require an estimate and not be allowed to go over the estimate unless written approval by staff is obtained prior to any work on a larger project.

| | |
|----------------------|-------|
| Creative Director | \$180 |
| Art Director | \$140 |
| Sr. Web Designer | \$120 |
| Sr. Graphic Designer | \$100 |
| Project Associate | \$95 |
| Graphic Designer | \$85 |
| Jr. Web Designer | \$75 |

Exhibit B - Circlepoint Budget

County of San Mateo - Office of Sustainability
Sea Level Rise Website

| Tasks | Creative Dir | Art Director | Sr. Web | Graphics | Associate | Jr Web | Total Hours | Total Dollars |
|--|--------------|--------------|---------------|--------------|--------------|--------------|---------------|---------------------|
| Phase I Splash Page and Branding | | | | | | | | |
| Splash Page | 2.00 | 4.00 | 24.00 | 8.00 | 4.00 | - | 42.00 | \$ 4,860.00 |
| Wordmark Development and Refinement | 2.00 | 8.00 | - | 16.00 | - | - | 26.00 | \$ 2,840.00 |
| Client and Partner Presentations (up to two) | 8.00 | 8.00 | - | - | - | - | 16.00 | \$ 2,560.00 |
| Subtotal Phase I Splash Page and Branding | 12.00 | 20.00 | 24.00 | 24.00 | 4.00 | - | 84.00 | \$ 10,260.00 |
| Phase II Web Design and Development | | | | | | | | |
| Web Design | 2.00 | 8.00 | - | 16.00 | - | - | 26.00 | \$ 2,840.00 |
| Message and Content Refinement | 4.00 | 8.00 | - | - | 16.00 | - | 28.00 | \$ 3,360.00 |
| Web Development | 4.00 | 12.00 | 50.00 | 16.00 | 8.00 | 50.00 | 140.00 | \$ 14,270.00 |
| QA/QC Testing and Launch | 1.00 | 4.00 | 8.00 | - | - | 16.00 | 29.00 | \$ 2,900.00 |
| Training and Tutorial Document | 1.00 | 4.00 | 8.00 | - | - | 8.00 | 21.00 | \$ 2,300.00 |
| Subtotal Phase II Web Design and Development | 12.00 | 36.00 | 66.00 | 32.00 | 24.00 | 74.00 | 244.00 | \$ 25,670.00 |
| Phase III - Web Maintenance | | | | | | | | |
| Web Maintenance and Analytics (1x/month for 14.5 months) | 1.00 | 8.00 | 30.00 | 15.00 | 30.00 | 15.00 | 99.00 | \$ 10,150.00 |
| Subtotal Phase III - Web Maintenance | 1.00 | 8.00 | 30.00 | 15.00 | 30.00 | 15.00 | 99.00 | \$ 10,150.00 |
| Labor Subtotal | 25.00 | 64.00 | 120.00 | 71.00 | 58.00 | 89.00 | 427.00 | \$ 46,080.00 |
| Labor Contingency | | | | | | | | \$ - |
| Total Labor | | | | | | | | \$ 46,080.00 |
| ODCs | | | | | | | | |
| Fax/phone/messenger/overnight | | | | | | | | \$ 100.00 |
| Travel | | | | | | | | \$ 100.00 |
| Web and Domain Hosting | | | | | | | | \$ 300.00 |
| Stock photography | | | | | | | | \$ 500.00 |
| Total ODCs | | | | | | | | \$ 1,000.00 |
| TOTAL | | | | | | | | \$ 47,080.00 |

Assumptions

Wordmark development will include three visual explorations and up to two rounds of refinements. Client and partner presentations include up to two presentations. Splash page will be a single stand-alone webpage. Client will provide draft content. Circlepoint will provide content refinement. Splash page includes one mock-up and one round of review. Web design includes site map, wire frame, up to two visual mock-ups and build out of selected design. Website will be mobile-friendly, feature social media integration, be built on WordPress platform, and include up to 10 pages. Website assumes client will provide draft web content. Circlepoint will provide message development and content refinement. Web development includes general information, narrative about project, timeline, FAQ, meeting/event calendar, links to draft/final documents, news articles, and contact form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER Risk Strategies Company 2000 Alameda de las Pulgas, Suite 101 San Mateo, CA 94404 | CONTACT NAME: Emly Elsbree |
| | PHONE (A/C, No, Ext): (650) 762-0425 FAX (A/C, No): (650) 762-0490 E-MAIL ADDRESS: eelsbree@risk-strategies.com |
| INSURED Circlepoint 1814 Franklin Street Suite 1000 Oakland CA 94612 | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Travelers Indemnity Company of CT NAIC # 25682 |
| | INSURER B: Travelers Property Casualty Company 25674 |
| | INSURER C: Hartford Fire Insurance Company 19682 |
| | INSURER D: Axis Insurance Company |
| | INSURER E: INSURER F: |

COVERAGES

CERTIFICATE NUMBER: 24458154

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|------------|------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 6803C569284TCT14 | 10/1/2014 | 10/1/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BA3C67016614GRP | 10/1/2014 | 10/1/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | CUP3C5701171447 | 10/1/2014 | 10/1/2015 | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N/A | 57WECGH2835 | 10/1/2014 | 10/1/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional Liability | | | MSZ763468012014 | 10/1/2014 | 10/1/2015 | Per Claim \$1,000,000 Annual Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate issued as proof of insurance

CERTIFICATE HOLDER**CANCELLATION**

County of San Mateo
 County Manager's Office
 Jim Eggemeyer
 400 County Center, 1st Floor
 Redwood City CA 94063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Christian

M B Christian

© 1988-2014 ACORD CORPORATION. All rights reserved.

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

| | |
|---|---|
| Name (as shown on your income tax return) Circlepoint | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) 1814 Franklin Street, Suite 1000 | Requester's name and address (optional) |
| City, state, and ZIP code Oakland, CA 94612 | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
 Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | |
|--------------------------------|---------|
| Social security number | |
| | |
| or | |
| Employer identification number | |
| 94 | 3171809 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

| | | |
|------------------|--|---------------|
| Sign Here | Signature of U.S. person ▶ <i>Cheryl Lee</i> | Date ▶ 4/1/15 |
|------------------|--|---------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

County of San Mateo - Insurance Certification Questionnaire

Contractor Name: Circlepoint

Contractor Number: [click here to enter text](#)

Date this Form Was Completed: 3/31/2014

Name of Person Completing Form: Ben Strumwasser

- 1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance?
(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?) YES NO*
- 2. Does the contractor travel by car to provide contract services? YES NO
 - a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance? YES NO*
- 3. Does the contractor have 2 or more employees? YES NO
 - a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance? YES NO*
- 4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)? YES NO
 - a) If yes, does the contractor carry professional liability insurance? YES NO*
- 5. Did you make any changes to the Hold Harmless clause in the contract template? YES NO
 - a) If yes, did Risk Management and County Counsel approve changes to the contract template? YES NO*
- 6. Is San Mateo County named as the certificate holder / additional insured? YES NO*

If "No*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) - call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

COMMENTS

Section below is for Risk Management authorization - send to Risk Management ONLY IF INSTRUCTED TO DO SO

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Risk Management Signature: [click here to enter text](#)

Date: [click here to enter text](#)

J. Latta

4/20/13

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Ben Strumwasser

Name of Contractor(s): Circlepoint

Street Address or P.O. Box: 1814 Franklin Street, Suite 1000

City, State, Zip Code: Oakland, CA 94612

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Ben Strumwasser

Title of Authorized Official:

Principal

Date:

4/16/2015

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

4362.0

County of San Mateo ~ Contract Amendment

Contract Number:
19000-15-D025

Amendment Number:
1

Agreement between the County of San Mateo and Circlepoint

THE AGREEMENT IS CHANGED AS FOLLOWS

Agreement Amount

| | | | |
|------------------|-----------------|------------------------|-------------------|
| Original Amount: | Current Amount: | Addition or Reduction: | New Total Amount: |
| \$50,000.00 | \$50,000.00 | \$10,000 | \$60,000.00 |

Agreement Term:

| | | | |
|----------------------|--------------------|-----------------|---------------|
| Original Start Date: | Original End Date: | New Start Date: | New End Date: |
| 3/27/2015 | 6/30/2016 | N/A | 6/30/2016 |

Paragraph: 3 added amended as follows:

In no event shall total payment for services under this Agreement exceed sixty thousand dollars (\$60,000).

Other changes: Exhibit A

The following language is added to Exhibit A:

As a result of the need for collateral as part of the Sea Level Rise Vulnerability Assessment, contractor shall also provide the following services according to the rates established in the original contract:

1. Continue to provide the services outlined in Exhibit A of the original contract, including but not limited to remaining tasks to complete the interactive website, support for continuing edits to the website, and website maintenance and analytics.
2. Work with County staff to develop a suite of collateral products for the SeaChange SMC project, including design, copy editing, and development of a draft and final digital copy of a postcard, factsheet, poster, give away item, as well as on-call support. Once work commences, Contractor will work with County staff to complete a schedule for production of the collateral. The collateral will be used to educate diverse audiences about the issue of sea level rise in San Mateo County, the County's current vulnerability assessment efforts, highlight upcoming events, and drive traffic to the SeaChangeSMC website. By mid-November, Contractor will complete a draft and final postcard and poster. County will be responsible for production of all materials.

This change is effective as of: 10/30/2015

ALL OTHER PRICES, TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED

Ben Strumman 6-29-2016
Contractor Signature Date

Circlepoint
Contractor Name (please print)

Jim Eggemeyer 6/29/16
Purchasing Agent Signature Date
(Department Head or Authorized Designee)
County of San Mateo

Jim Eggemeyer
Purchasing Agent Name (please print)
(Department Head or Authorized Designee)
County of San Mateo

40566
Budget Unit

DIRECTOR,
OFFICE OF SUSTAINABILITY
Purchasing Agent or Authorized Designee Title
(please print)

County of San Mateo ~ Contract Amendment

Contract Number:
19000-15-D025

Amendment Number:
2

Budget Unit 40311

Agreement between the County of San Mateo and Circlepoint.

THE AGREEMENT IS CHANGED AS FOLLOWS:

Agreement Amount:

| Original Amount: | Current Amount: | Addition or Reduction: | New Total Amount: |
|------------------|-----------------|------------------------|-------------------|
| \$50,000.00 | \$60,000.00 | \$39,390.00 | \$99,390.00 |

Agreement Term:

| Original Start Date: | Original End Date: | New Start Date: | New End Date: |
|----------------------|--------------------|-----------------|---------------|
| 3/27/2015 | 6/30/2016 | N/A | 6/30/2017 |

Paragraph: 3. Payments. is hereby added amended as follows:

In no event shall total payment for services under this Agreement exceed NINETY NINE THOUSAND THREE HUNDRED NINETY DOLLARS (\$99,390.00).


Other changes: Exhibit A:

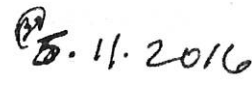
Exhibit A is amended to add the following to:

1. Description of Services to be Performed by Contractor
See attached documents labeled San Mateo County Affordable Housing Branding Scope of Work and Circlepoint Budget.

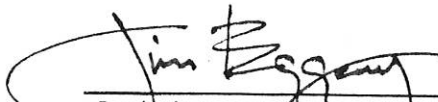
This change is effective as of: April 23, 2016

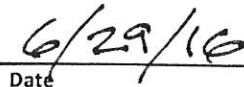
ALL OTHER PRICES, TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED.


Contractor Signature


Date

Circlepoint
Contractor Name (please print)


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


Date

Jim Eggemeyer
Purchasing Agent Name (please print)
(Department Head or Authorized Designee)
County of San Mateo

40311
Budget Unit

Director, Office of Sustainability
Purchasing Agent or Authorized Designee Title
(please print)



San Mateo County Affordable Housing Branding Scope of Work

Since 2010, more than 55,000 new jobs have been created in San Mateo County, while only 2,100 new homes have been built. Due to the ballooning demand, rent prices have continued to soar, which has led to a gulf in the housing supply versus demand. The growing gap has forced many families to relocate outside of San Mateo County. This trend has led to a housing crisis. Even those with professions essential to the community like teachers, police officers, and fire fighters, aren't able to afford to live where they work, which means they aren't able to live in, and by association be as invested in, the communities they serve. The ability to hire staff has become strained for local business owners, due to the inability to find qualified employees. This lack of affordable housing creates a cultural rift that is detrimental to the long-term growth, sustainability, and quality of life throughout the County.

To combat this housing crisis, the Jobs/Housing Gap Task Force has brought community leaders together to build countywide momentum for closing the divide between wage levels and housing achievability. The Task Force has rightfully identified the need to create a unifying brand identity that can live as a program beyond the temporary task force. This brand will also need a messaging framework and suite of resources for key stakeholders, city staff, and county staff to effectively communicate about and help solve the growing need for updated housing policies and new, affordable housing development within San Mateo County.

Brand Development

Circlepoint will help the County create and develop a unique name and brand identity for the San Mateo County Jobs/Housing Gap Task Force program. Following an initial research and discovery phase, Circlepoint will develop three visual explorations and up to two rounds of refinements. Branding development includes logo design and style guide outlining color palette, typography, and usage guidelines. Throughout this process consideration will be given to developing a strong, independent brand that can also harmonize with the Office of Sustainability's existing brand architecture. Branding presentations include collaboration with a task force subcommittee and up to two client and/or partner presentations to gather input and/or votes on the preferred logo. We will develop branding guidelines to ensure consistent usage of the graphics and help to create a recognizable and trustworthy brand within the county.

Messaging Framework

Circlepoint will develop a messaging framework that articulates the problem statement and shares the story of what is needed to solve this crisis and why. We will also identify target audiences, their motivations, and tailored messaging that will resonate with them. Circlepoint will also create a strategy for message delivery.

Toolkit and Collateral

Circlepoint will develop a communications tool kit that will provide a suite of resources for community leaders, program partners, and the communities themselves to access and share approachable and



interesting information about the solutions to this crisis. The tool kit will include a "One Page" fact sheet that clearly defines the current state of housing in the County, including up to three custom infographics, the actions that can be taken to make improvements, potential solutions, and where additional resources and information can be found. The tool kit will also include a PPT presentation template and content, a flyer for external distribution, social media sharing graphics, talking points that address frequent questions and concerns that arise when dialoguing with the public, and the option of an animated video for distribution on the web and via social channels.

Circlepoint Budget

County of San Mateo - Office of Sustainability
Affordable Housing Task Force Branding

| Tasks | Project Director | Sr. Art Director | Sr. Associate | Sr Graphics | Total Hours | Total Dollars |
|--|------------------|------------------|---------------|---------------|---------------|---------------------|
| | Rates \$ 195 | \$ 160 | \$ 120 | \$ 110 | | |
| Task 1 - Branding | | | | | | |
| Task Force and Branding Subcommittee Meetings (2 in person, 2 virtual) | 8.00 | 8.00 | 4.00 | | 20.00 | \$ 3,320.00 |
| Communications Audit | 2.00 | 2.00 | 4.00 | | 8.00 | \$ 1,190.00 |
| Naming and Brand Development | 2.00 | 8.00 | 4.00 | 16.00 | 30.00 | \$ 3,910.00 |
| Revisions and Refinement | 2.00 | 4.00 | 2.00 | 12.00 | 20.00 | \$ 2,590.00 |
| Branding Guidelines | 1.00 | 2.00 | 2.00 | 4.00 | 9.00 | \$ 1,195.00 |
| Subtotal Task 1 - Branding | 15.00 | 24.00 | 16.00 | 32.00 | 87.00 | 12,205.00 |
| Task 2 - Messaging Framework | | | | | | |
| Problem Statement and Storytelling | 2.00 | 4.00 | 10.00 | | 16.00 | \$ 2,230.00 |
| Identify Audiences, Motivations and Delivery Strategy | 2.00 | 4.00 | 10.00 | | 16.00 | \$ 2,230.00 |
| Draft Messages and Content | 2.00 | 4.00 | 10.00 | | 16.00 | \$ 2,230.00 |
| Refine Messages and Content | 2.00 | 2.00 | 5.00 | | 9.00 | \$ 1,310.00 |
| Total Labor | 8.00 | 14.00 | 35.00 | - | 57.00 | 8,000.00 |
| Task 3 - Tool Kit and Collateral | | | | | | |
| Factsheet, infographics and social sharing graphics | 2.00 | 4.00 | 10.00 | 20.00 | 36.00 | \$ 4,430.00 |
| Flyer | 1.00 | 2.00 | 4.00 | 4.00 | 11.00 | \$ 1,435.00 |
| Talking Points | 4.00 | 2.00 | 8.00 | | 14.00 | \$ 2,060.00 |
| PPT Presentation | 2.00 | 2.00 | 8.00 | 6.00 | 18.00 | \$ 2,330.00 |
| Subtotal Task 3 - Tool Kit and Collateral | 9.00 | 10.00 | 30.00 | 30.00 | 79.00 | 10,255.00 |
| Task 4 - Optional Tasks | | | | | | |
| Animated Video | 4.00 | 14.00 | 8.00 | 40.00 | 66.00 | \$ 8,380.00 |
| Subtotal Task 4 - Optional Tasks | 4.00 | 14.00 | 8.00 | 40.00 | - | \$ 8,380.00 |
| Labor Subtotal | 36.00 | 62.00 | 89.00 | 102.00 | 223.00 | \$ 38,840.00 |
| Labor Contingency | | | | | | \$ - |
| Total Labor | | | | | | \$ - |
| ODCs | | | | | | |
| Fax/phone/messenger/overnight | | | | | | \$ 100.00 |
| Travel | | | | | | \$ 200.00 |
| Stock photography | | | | | | \$ 250.00 |
| | | | | | | \$ 550.00 |
| Subtotal ODCs | | | | | | |
| 10% Mark-Up on ODCs | | | | | | |
| Total ODCs | | | | | | \$ 550.00 |
| TOTAL | | | | | | \$ 39,390.00 |

Assumptions

- Brand development will include three visual explorations and up to two rounds of refinements.
- Brand development includes logo design and style guide outlining color palette, typography, and usage guidelines.
- Branding presentations include up to two in-person and two virtual presentations to gather input and/or votes on preferred logo.
- Collateral includes one factsheet, one flyer, three infographics, three social sharing graphics, and one PPT.
- Talking points include two rounds of revisions.