

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CIRCLEPOINT

This Agreement is entered into this 8th day of March, 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 providing the County with marketing, communications, and public engagement services in support of Peninsula Clean Energy, San Mateo County's Community Choice Energy (CCE) program. **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 three hundred twenty-five thousand dollars (\$325,000). 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 March 8, 2016, through March 8, 2017.

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

- (a) With the exception of subsection (b), below 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.
- (b) County consents to Contractor subcontracting with Green Ideals and InterEthnica for the purposes of providing the services described in Exhibit A to this Agreement.

- (c) County may, at its discretion, re-assign the contract management and payment responsibilities to the Peninsula Clean Energy Authority—a Joint Powers Authority between the County and twenty incorporated cities aimed at operating a Community Choice Energy program in San Mateo County. Contractor shall be notified of such changes.

10. 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.

11. 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

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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 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 of the Office of Sustainability, County of San Mateo
Address:	4 th Floor, 455 County Center, Redwood City, CA 94063
Telephone:	(650) 363-4189
Email:	JEggemeyer@smcgov.org

In the case of Contractor, to:

Name/Title: Scott Steinwert, President
Address: 1814 Franklin Street, Suite 1000, Oakland, CA 94612
Telephone: 510.285.6723
Facsimile: 510.285.6799
Email: s.steinwert@circlepoint.com

19. 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.

* * *

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

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

[Circlepoint]

A handwritten signature in blue ink, consisting of a large, stylized 'A' followed by several loops and a long horizontal stroke.

Contractor's Signature

2/25/16

Date:

(April 1, 2015 CCC issued contract template version)

Exhibit A

Contractor shall provide the County with marketing, communications and public engagement services in support of Peninsula Clean Energy (PCE). Contractor will develop and implement a full marketing campaign for PCE, which shall complement and partially fulfill the tasks outlined in the Peninsula Clean Energy 2016 Outreach and Communications Plan. Contractor shall begin working with County staff and will transition to working with the PCE Executive Director and staff, once hired.

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

Strategic Planning

- Contractor shall develop an actionable strategic marketing and communications plan (strategic plan) that outlines the best and most cost effective strategies to promote and build public awareness around PCE within San Mateo County. Content of the strategic plan shall include, but is not limited to: goals, objectives, strategies, media/advertising, target audiences, timeline, budget and measurements of success. The strategic plan shall identify how Contractor will track and analyze the reach and effectiveness of the campaign and report both detailed and concise summary information. The strategic plan shall consider providing media placements for the greatest return on investment.
- The strategic plan shall be completed within 45 days of execution of agreement with County.
- Contractor shall present strategic plan to the PCE Board of Directors for approval and make adjustments to the plan, as directed by County staff, PCE staff and the PCE Board of Directors.
- Contractor shall monitor all media placements and other promotions for performance and adjust and optimize based on these metrics.
- Contractor shall evaluate and adjust strategies and tactics in the strategic plan to maximize reach of the marketing campaign and effectiveness of outreach and communications activities.

Messaging

- Contractor shall develop overall messaging for PCE for key audiences, including elected officials, community groups, businesses, residents and the media.
- Contractor shall develop tailored sub-messaging for specific groups of individuals outlined in the Peninsula Clean Energy 2016 Outreach and Communications Plan.
- Messaging shall be developed for a variety of communication platforms, (including print media, online, e-news, radio, social media, etc.) and shall be adapted for multicultural communities and English-as-a-second-language speakers.

Outreach to Targeted Audiences

- **Multicultural audience:** Contractor shall partner with InterEthnica to develop and implement messaging and marketing strategies for multicultural audiences. This may include, but is not limited to:
 - Developing culturally appropriate messages in-language;
 - Test effectiveness of messaging and marketing strategies by conducting focus groups in Spanish, Chinese, and Tagalog;
 - Implementing grassroots advertising in order to engage multi-cultural audiences;
 - Translating PCE website (www.PeninsulaCleanEnergy.com) into Spanish, at the request of County or PCE staff;
 - and collecting and reviewing analytics data on the PCE website to make data-based recommendations for translation strategies that will effectively address customer needs.
- **Seniors:** Contractor shall develop and implement messaging and marketing strategies specific to seniors. This may include, but is not limited to:

- Partnering with senior-based community organizations to develop a buddy program to provide one-on-one connections with seniors;
- Developing senior-friendly outreach materials, such as large font postcards that explain the program benefits;
- Educating managers of local private group senior residencies to help provide information on the program;
- and stocking local senior centers, senior organizations and private group senior residencies with PCE outreach materials.
- **Commercial/Industrial customers:** Contractor shall develop and implement messaging and marketing strategies specific for small, medium and large commercial and industrial customers. This may include, but is not limited to:
 - Conducting surveys or interviews with local businesses to identify effective incentives
 - Developing an interactive "PCE calculator," hosted on the PCE website, to help businesses understand what PCE means for their bottom line;
 - and designing window clings and web badges for website and social media for businesses to show their participation in PCE.

Content Development

- Contractor shall develop a suite of unique print and digital outreach materials for PCE. Content shall be used on marketing/advertising materials, print outreach materials, website updates, social media posts, press releases, monthly e-newsletter, and enrollment noticing.
- Contractor shall provide a detailed production schedule for development of outreach materials.
- Outreach materials shall inform audiences about PCE's electricity options, special programs and rates. Outreach materials shall include messaging variations that targets specific stakeholder groups.
- Contractor shall design marketing/advertising materials which may include, but is not limited to: posters, banners, flyers, print advertising, digital advertising and promotional materials. Contractor shall work with County staff, PCE staff and local stakeholder to distribute materials at community meetings, events and local institutions.
- Contractor shall, at the request of PCE staff, develop messaged videos and broadcast quality commercials.
- Contractor shall translate outreach materials and marketing materials into multiple languages.
- Contractor shall work with PCE staff to print outreach materials and marketing materials at local print-production firms committed to sustainability and that employee union labor workers.
- Contractor shall develop content for a monthly e-newsletter to be sent out the PCE listserv.
- Contractor shall develop content and design customer enrollment notices and refine content of enrollment notices for targeted groups of customers.

Media Relations

- Contractor shall partner with local and regional media outlets to provide a platform for conveying PCE's messages to the public. Contractor shall maximize use of positive coverage on PCE in earned media.
- Contractor shall plan editorial board meetings with major media outlets.
- Contractor shall develop press releases and media alerts; schedule press tours; develop feature stories; and develop op-ed submissions for PCE.
- Contractor shall create a page on the PCE website for the media to access. Contents of webpage may include, but are not limited to: digital media kit, graphics, quotes, FAQs, photography and broadcast quality video.

Event Planning

- Contractor shall plan and implement a promotional launch party for PCE, tentatively planned for October 2016.
- Contractor shall organize, promote and create content for community meetings on PCE.

Social Media Marketing

- Contractor shall use social media platforms, such as NextDoor, Facebook and Twitter, to promote and educate the public about PCE.
- Contractor shall develop social media content, promotions, graphics and interactive apps.
- Contractor shall gather testimonials and stories from PCE customers and utilize these in social media marketing.
- Contractor shall coordinate with County, cities and other local organizations to cross-promote events and information.

Digital Paid Media Marketing

- Contractor shall develop and employ advertising to virtual platforms such as Facebook, Twitter, Google, AdWords, YouTube and Pandora.
- Contractor shall use analytics and specific messaging to engage target audiences via digital paid media marketing.
- Contractor shall test messaging and artwork with preliminary rounds of ads, analyze the resulting data and adjust marketing strategies and messaging as needed.

Paid and Earned Print Media

- Contractor shall place paid and earned print media ads in local media outlets, government newsletters, alternatives weeklies and local lifestyle magazines. Contractor shall leverage existing media relationships to create advertising package that cover a spectrum of media outlets.

Customer Enrollment Notices

- Contractor shall work with Green Ideals to assist PCE staff in developing the content and design for the statutorily required customer notification process, which includes sending four pieces of direct mail to all electricity customers in PCE's service territory.
- Contractor shall translate direct mail into Spanish, Chinese and Tagalog.
- Contractor shall develop a detailed production calendar to ensure the notifications are on-track for development, approval and dissemination. Contractor shall work with PCE's mailing services and data management consultant in order to ensure enrollment notices are sent out in a timely manner.

Reporting

- Contractor shall meet with County/PCE staff on a weekly basis, either in person or via conference call, to provide status updates and coordinate efforts. Contractor shall provide agendas for weekly meetings. Contractor shall summarize notes from weekly meetings and provide summary to County/PCE staff.
- Contractor shall provide a detailed production schedule for all tasks outlined above in Exhibit A and keep County and PCE staff updated on progress of production schedule.
- Contractor shall provide monthly reports measuring the success of the marketing campaign and evaluating all activities to inform future efforts.
- Contract shall provide progress updates to the PCE Board of Directors when directed by County or PCE staff.

Exhibit B

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:

Payment: In performance of this work, the County shall reimburse the Contractor for actual time spent in completion of the Scope of Services, as specified in Exhibit A, in consideration of the Contractor's professional services rate schedule:

Rate Schedule	
Staff Title	Hourly Rate (\$)
Project Director	195
Media & Outreach Manager	165
Sr. Art Director	165
Art Director	140
Sr. Associates	120
Associate	95
Coordinator	80
Sr. Graphics	110
Sr. Web	120
Designer	95
Green Ideals (sub consultant)—Principal	175
Green Ideals (sub consultant)—Director	150

All time shall be billed to the County by Contractor in one-quarter hour increments in an amount not to exceed \$325,000. Contractor shall invoice County for all services rendered on a monthly basis plus out of pocket expenses associated with the project. Such expenses include things like printing/copying, meetings expenses, photo/video/print production, media buy and translation services associated with the project. Contractor is *not* required to provide printing and mailing services for the customer enrollment notices. Source documentation supporting billed costs must be submitted with invoice. Payment to contractor shall be made within 30 days of receipt received by San Mateo County Office of Sustainability's account services. Contractor must submit an itemized invoice identifying the Agreement Number, specific work completed and breakdown of charges. The total payment of service to the County shall not exceed three hundred twenty-five thousand dollars (\$325,000).

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 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: Cheryl Lee

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: 2/29/16

*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."