

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CIRCLEPOINT**

THIS AMENDMENT TO THE AGREEMENT, entered into this 6 day of December, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Circlepoint, hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, the parties entered into an Agreement for website development, graphic design, and collateral services on March 27, 2015; and

WHEREAS, the parties wish to amend the Agreement to include the complete design and layout of the Sea Level Rise Vulnerability Assessment report, the completion of a Vulnerability Assessment Highlights Booklet, graphic design, and website development and maintenance services.

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

1. Section 2 of the agreement is hereby deleted in its entirety and replaced with the following:

Contract Term. The term of this Agreement shall be from March 27, 2015, to December 31, 2017.

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

In no event shall total payment for services under this Agreement exceed one hundred and thirty-three thousand, one hundred dollars (\$133,100).

3. Section 20 of the agreement is hereby deleted in its entirety and replaced with the following:

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.

4. Original Exhibit A is amended to include the "Revised Exhibit A, (rev. October 27, 2016)", attached hereto and incorporated herein by reference.
5. Original Exhibit B is amended to include the "Revised Exhibit B, (rev. October 27, 2016)", attached hereto and incorporated herein by reference.
6. **All other terms and conditions of the agreement dated October 27, 2015 between the County and Contractor shall remain in full force and effect.**

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

For Contractor: Circlepoint


Contractor Signature

11/7/16
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
(revised October 27, 2016)

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:

Vulnerability Report

The County of San Mateo (SMC) team has rightfully identified the need for design services to make the Vulnerability Report more user-friendly and accessible. Building on existing project branding, Circlepoint will provide design services to develop two possible design directions for maximizing the effectiveness of this key document. Our team will use design software to layout the document according to the chosen direction and create up to 10 custom graphics to visualize key data and processes. For the purpose of this scope of work (SOW), we will assume

- final content provided by the SMC team
- maximum document length of 120 pages
- maximum of 10 custom graphics
- 2 rounds of revisions on all deliverables

Vulnerability Highlights Booklet

To make the technical information in the Vulnerability Report more accessible for non-technical audiences, Circlepoint will work with the SMC team to develop two design directions for a booklet of key document highlights.

Our team will use design software to layout the document according to the chosen direction. The custom graphics developed for the report may also be used in the booklet, helping visualize complex data or processes to make them more accessible for the general public. For the purpose of this SOW, we will assume

- final content provided by the SMC team
- maximum document length of 8-12 pages
- 2 rounds of revisions on all deliverables

Web Enhancements and Maintenance

Vulnerability Highlights

To make the information in the Vulnerability Assessment accessible for a broader range of audiences, we recommend making the key information in the highlights booklet available on the website. The Circlepoint web team will work closely with the SMC team to determine the placement and structure of this information. For the purpose of this SOW, we will assume streamlined design approach and minimal interactivity.

Phase 2 Adaptation Planning Page

To prepare for Phase 2 of the Sea Change project, the Circlepoint team will work with the Sea Change team to develop a new webpage focusing on various aspects of Adaptation

Planning and what these efforts mean for various communities. This webpage will encompass everything that San Mateo County plans on undertaking in regards to sea level rise adaptation, including additional analysis, new policy proposals, etc.

New Page Template and Documentation

To enable the Sea Change team create new pages for related projects when necessary, Circlepoint will develop a general webpage template and documentation on how to use it. As part of the regular maintenance task, the Circlepoint team will work with the Sea Change team to evaluate the value/necessity of adding new webpages, keep the website's site map up to date and periodically evaluate the site's overall architecture to ensure the site evolves in a well-rounded fashion according to the best practices of UI/UX.

Regular Maintenance

Our team monitors the Sea Change website for security and traffic. Monthly Analytics reports provide insights to user patterns and website behavior trends inform recommendations for optimizing website structure and updating content. Regular security monitoring ensures all website technology is current, protecting the site from breaches.

Continued maintenance of the Sea Change SMC website also includes updating text, occasional design updates as requested, uploading new files to the website, maintaining the server, backing up files, updating third-party technologies, troubleshooting errors, adding or removing search engine tags, adding or removing links to other sites, etc.

Optional Enhancements

CMS Editor Customization - To foster the SMC team's growing competence and day to day maintenance of the website, we propose adding a Callout Box option to CMS interface. This would allow the SMC team to create consistent call out boxes on various pages of the site to promote events or other timely information with text color options that ensure content is styled according to brand guidelines. Execution requires editing the existing theme functions, styling the feature and QA for usability.

Media Library 2.0 - The SMC Team has amassed a significant library of resources on the site. To accommodate the library's growth and improve the user experience of this important resource, we recommend revisiting the administration features of this page and updating them include folders to better organize the content saved here, making it easier to maintain.

Improved Revision & Review Controls - As the SMC team grows, review protocols may change for updating the website. We recommend integration of technology that allows SMC team members to stage updates to the site for review and approval by a manager before deployment. Putting these protocols in place will both empower the SMC team and ensure quality assurance is consistently administered.

Enhanced Password Security - To comply with County IT security policies, we recommend adding a CMS feature prompting users to regularly reset their passwords.

Exhibit B – Circlepoint Budget
(revised October 27, 2016)

Circlepoint Budget							Total Hours	Total Dollars
Tasks	Rates	Creative Director \$165	Sr. Art Director \$165	Sr. Web \$120	Sr. Graphics \$110	Graphics / Web \$95		
Task 1: Vulnerability Report Layout								
Document design options (2)	1.00	4.00			8.00		13.00	\$1,705.00
Document layout		4.00			5.00	50.00	59.00	\$5,960.00
Custom Graphics (up to 10)		4.00			5.00	18.00	27.00	\$2,920.00
Revisions			2.00			10.00	12.00	\$1,280.00
Subtotal Task 1: Vulnerability Report Layout	1.00	14.00	-		18.00	78.00	111.00	\$11,865.00
Task 2: Highlights Booklet								
Document design options (2)	1.00	2.00			8.00		11.00	\$1,375.00
Document layout		2.00				32.00	34.00	\$3,370.00
Revisions			2.00			8.00	10.00	\$1,090.00
Subtotal Task 2: Highlights Booklet	1.00	6.00	-		8.00	40.00	55.00	\$5,835.00
Task 3: Web Enhancements & Maintenance								
Vulnerability Highlights Page			4.00	8.00		15.00	27.00	\$3,045.00
Phase 2: Adaptation Planning page			2.00	8.00		15.00	25.00	\$2,715.00
New page template and documentation			2.00	3.00		8.00	13.00	\$1,450.00
Regular Maintenance (8 months)			8.00	8.00		16.00	32.00	\$3,800.00
Subtotal Task 3: Web Enhancements & Maintenance	-	16.00	27.00	-		54.00	97.00	\$11,010.00
Task 4: Optional Web Enhancements								
CMS Editor Customization				2.00		6.00	8.00	\$810.00
Media Library 2.0				1.00		2.00	3.00	\$310.00
Improved Revision Review Controls				1.00		2.00	3.00	\$310.00
Enhanced Password Security				2.00			2.00	\$240.00
Subtotal Task 4: Optional Web Enhancements	-	-	6.00	-		10.00	16.00	\$1,670.00
Labor Subtotal	2.00	36.00	33.00	26.00	182.00		279.00	\$30,380.00
Labor Contingency								\$3,000.00
Total Labor								\$33,380.00
ODCs								
Web and Domain Hosting								\$300.00
Subtotal ODCs								\$300.00
10.0% Mark-Up on ODCs								\$30.00
Total ODCs								\$330.00
TOTAL								\$33,710.00

Assumptions

All content provided by the SMC team
 Vulnerability Report - maximum document length of 120 pages
 Highlights Booklet - maximum document length of 12 pages
 Maximum of 10 custom graphics
 2 rounds of revisions on all deliverables
 Labor Contingency is to accommodate additional as-needed graphic/web support