

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

THIS AMENDMENT TO THE AGREEMENT, entered into this 12 day of October, 2020, by and between the County of San Mateo, hereinafter called "County," and Interpersonal Frequency, LLC, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, on October 31, 2017, the parties executed an Agreement for Contractor to provide managed support services for the County's Enterprise Drupal website for the term of October 31, 2017 through October 30, 2020, and for a not to exceed amount of \$378,300; and

WHEREAS, on May 7, 2019, the parties executed an Amendment for Interpersonal Frequency, LLC to provide additional consulting hours in support of the County's Enterprise Drupal website, increasing the amount by \$24,939, for a new not to exceed amount of \$403,239; and

WHEREAS, the parties wish to execute an Amendment for Contractor to provide continued managed support services for the County's Enterprise Drupal website, extending the term through April 30, 2022 and increasing the amount by \$81,000, for a not to exceed amount of \$484,239.

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Four Hundred Eighty-Four Thousand, Two Hundred Thirty-Nine Dollars (\$484,239.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4. Term is added to the agreement to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 31, 2017, through April 30, 2022.

3. Original Exhibit B is replaced with Revised Exhibit B (rev. [10/08/2020]).

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:

ACCELERATE T&M: 80 Hours a Month Plan (Parent)
\$120,000/year (\$150/hour)
Term: October 31, 2017 – October 30, 2020

80 hours a month provides ad-hoc Drupal development and related website support, including but not limited to CMS feature upgrades, system assistance, or visual design/graphic design/content needs as well as expanded Drupal support and digital strategy to grow online impact and viewership.

- Includes 40 hours per month, with hours expiring annually. Unused hours roll over to the next service month without penalty during the year.
- Support available via our toll-free phone number or dedicated support email address for any request.
- No penalty for using more than 40 hours a month, or for unused hours during each month.
- Maintenance tasks (such as Drupal security patches, etc.) are performed as part of the hours.
- Note that any DevOps engineering time will be charged at 2x the effective hourly rate.
- Includes single-domain license for Voice of Citizen®.

Accelerated T&M Term Dates	Amount
October 31, 2017 – October 30, 2018	\$120,000.00
October 31, 2018 – October 30, 2019	\$126,000.00
October 31, 2019 – October 30, 2020	\$132,300.00
TOTAL:	\$378,300.00

Inclusions:

- Hours can be used for any web related task, including but not necessarily limited to Drupal support, training, development, design, content, and project management-related needs

- Contractor to provide a monthly account statement, showing the balance of your hours, tasks completed, as well as summaries of work as needed
- Fees are based on a blended hourly rate (a single rate for all Contractor resources, except DevOps)

**SOLUTIONS ENGINEERING CONSULTING SUPPORT PACKAGE
(Amendment #1)**

163 Hours, Rate: \$153.00 per hour

Term: May 1, 2019 – August 31, 2019

Breakdown as follows:

Accelerate T&M Term Dates	Amount
October 31, 2017 – October 30, 2018	\$120,000.00
October 31, 2018 – October 30, 2019	\$126,000.00
October 31, 2019 – October 30, 2020	\$132,300.00
(Parent) TOTAL:	\$378,300.00
Solutions Engineering Consulting Support Term Dates	
May 1, 2019 – August 31, 2019	\$24,939.00
(A1) TOTAL:	\$24,939.00
Parent + A1 Not to Exceed:	\$403,239.00

ACCELERATE T&M: 30 Hours a Month Plan (Amendment #2)

\$54,000/year (\$150/hour)

Term:

30 hours a month provides ad-hoc Drupal development and related website support, including but not limited to CMS feature upgrades, system assistance, or visual design/graphic design/content needs as well as expanded Drupal support and digital strategy to grow online impact and viewership.

Accelerate T&M Term Dates	Amount
October 31, 2017 – October 30, 2018	\$120,000.00
October 31, 2018 – October 30, 2019	\$126,000.00
October 31, 2019 – October 30, 2020	\$132,300.00
(Parent) TOTAL:	\$378,300.00
Solutions Engineering Consulting Support Term Dates	
May 1, 2019 – August 31, 2019	\$24,939.00
(A1) TOTAL:	\$24,939.00

Accelerate T&M Term Dates	
October 31, 2020 – April 30, 2022	\$81,000.00
(A2) TOTAL:	\$81,000.00
Parent + A1 + A2 Total Not to Exceed:	\$484,239.00

- Includes up to 30 support hours per month.
- Support available via our toll-free phone number or dedicated support email address for any request.
- Hours expire on a monthly basis. Additional hours may be “borrowed” from future months, but Contractor will not deliver hours in excess of 125% of the monthly average without advance coordination.
- Up to 4 named support users will be allowed to submit tickets.
- Note that any DevOps engineering time will be charged at 2x the hourly rate.
- Includes one Voice of Citizen® License without analytics - data only.

4. All other terms and conditions of the agreement dated October 31, 2017, between the County and Contractor shall remain in full force and effect.

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

For Contractor: Interpersonal Frequency, LLC



Contractor Signature

October 12, 2020

Date

Harish Rao, Interpersonal Frequency LLC, CEO

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board