

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
FULL CAPACITY MARKETING, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FULL CAPACITY MARKETING, INC, 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, the parties entered into an Agreement marketing Workforce Development business services that target both employers and affected employees, on December 26, 2006 in the amount of \$98,874 by Agreement Number 73200-07-C157; and

WHEREAS, the parties entered into a First Amendment to the Agreement on July 13, 2007 for the purpose of extending the term by twelve (12) months to June 30, 2008 to use unspent funds from FY 2006-07 to continue marketing through FY 2007-08; and

WHEREAS, the parties wish to further amend the Agreement to increase funds by \$12,000 to cover rising marketing needs due to changing employment trends through the term of the Agreement. The term of the Agreement will remain December 26, 2006 through June 30, 2008.

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

1. Section Exhibits is hereby added to read as follows:

**Exhibit A: Description of Services & Amount and Method of Payment
Revised 02/08**

Attachment J: Contractor's Declaration Form

2. **Original Exhibit A is hereby deleted and replaced in its entirety with Exhibit A revised 02/08.**

3. Section 1: Services to be performed by Contractor is hereby amended to read as follows:

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" revised 02/08** attached hereto for the COUNTY OF SAN MATEO HUMAN SERVICES AGENCY. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.

4. Section 3: Payments is hereby amended to read as follows:

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in **Exhibit "A" revised 02/08**, County shall make payment to Contractor in the manner specified herein and in **Exhibit "A" revised 02/08**. 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. The County reserves the right to withhold payment if the 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 **one hundred ten thousand eight hundred seventy-four (\$110,874)**.

5. Section 15: Merger Clause is hereby amended to read as follows:

This Agreement, including **Exhibit "A" revised 02/08** attached hereto and incorporated herein by 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 this body of the 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 this body of the agreement shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

6. All other terms and conditions of the Agreement and subsequent amendments dated December 26, 2006, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Adrienne J. Tissier, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

FULL CAPACITY MARKETING, INC.

Contractor's Signature

Date: _____

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "A" revised 02/08

Agreement No. _____

Agreement between the County of San Mateo and Full Capacity Marketing

I. Description of Services to be Performed by the Contractor

The Contractor shall develop a seamless and consistent marketing campaign for Rapid Response Assistance/Business Services targeted to both employer and affected employee and develop a best practices report highlighting the roles and practices of each partner involved in the Biotech Retraining Initiative and creating a sustainability report. To complete the deliverable shown below the Contractor shall perform services as shown in the scopes of work shown in paragraph A and paragraph B, and any other related services as agreed upon by the Contractor and County.

Deliverables:

- Quarterly Outreach Strategies for Dislocated Workers
- Marketing Products: Life After the Layoff Campaign CD-ROM
- Marketing Products: Rapid Response Breeze
- LifeAfterTheLayoff.org Updates
- Business Services Operational Design and Customer Services
- Staff Capacity and Communication
- Research and Report Development for Biotech Network
- Biotech Workforce Network Website

A. Scope of Work for Rapid Response:

Contractor shall perform the following services:

- In conjunction with the Job Squad, develop a quarterly outreach strategy for dislocated workers and businesses.
- Technical assistance with Job Squad.
- Media planning and buying for all outreach activities.
- Develop storyboard and script for CDROM/Video wrap-up.
- Liaison with production company to edit footage and add graphics for final product.
- Develop distribution plan.
- Develop script and PowerPoint content for breeze presentation.
- Develop customized PowerPoint template to parallel the LifeAfterTheLayoff.org Web site.
- Liaison with production company to create breeze.
- Develop distribution plan.
- Design ongoing online customer survey tool for Life After the Layoff Web site and monitor results.
- Create content for Web site and upload content.
- Test and maintain site.
- Analysis of all business outreach activities via the operational survey tool and interviews.
- Develop marketing plan for high growth sectors.
- Create single operational and territory management plan, including proactive outreach for layoff aversion.
- Ongoing TA with team to deploy tactics.
- Monthly tracking reports
- Development of PeninsulaWorks Brand Guide.
- Development of year-round tactical execution plan with the business services team.
- Capacity training to discuss market position, new marketing plan, territory management plan.
- Ongoing Brand Alert e-communications to internal business outreach teams.
- Monitor tactical execution plan and ROI.
- Customer service and sales training.

B. Scope of Work for Biotech Program

Contractor shall perform the following services:

- FCM design interview tool for partners; assimilate project information
- FCM to interview partners
- Forward to FCM sustainability plan for project

Revised 6/03

- FCM develop table of content and draft of report
- Report reviewed and finalized by Ed and team
- Design mock-ups for review and approval
- Design report and get to printer
- Develop Web site map for team's approval
- Develop preliminary mock-up of site
- Approval of site map
- Develop content for site
- Develop preliminary mock-up of site
- Research, interviews and consultations
- Theme development.
- Content development
- Design mock-ups for customer appreciation.
- Coordinate Graphic design and layout.
- Coordinate Art direction.
- Liaison with printer for 1,000 copies

II. Amount and Method of Payment

The County shall pay Contractor upon completion of each deliverable as outlined below and upon receipt of invoices detailing the cost of each deliverable. The County is not exempt from taxes. Total cost includes any taxes/fees and shall not exceed \$110,874.

Deliverables from Original Agreement	Total Cost
Quarterly Outreach Strategies for Dislocated Workers	\$ 14,550.00
Marketing Products: Life After the Layoff Campaign CD-ROM	\$ 6,750.00
Marketing Products: Rapid Response Breeze	\$ 4,000.00
LifeAfterTheLayoff.org Updates	\$ 3,800.00
Business Services Operational Design and Customer Services	\$ 15,300.00
Staff Capacity and Communication	\$ 13,300.00
Subtotal	\$ 57,700.00
Research and Report Development for Biotech Network	\$ 29,500.00
Biotech Workforce Network Website	\$ 11,674.00
Subtotal	\$ 41,174.00
Internal Communications Technical Assistance	\$ 1,210.00
Event Planning & Deployment	\$ 3,575.00
Public Relations	\$ 1,025.00
Outreach	\$ 2,050.00
Media Buying	\$ 1,250.00
Videography for 2008 Video	\$ 2,890.00
Subtotal	\$ 12,000.00
Total	\$ 110,874