

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
STOREFRONT POLITICAL MEDIA**

THIS THIRD AMENDMENT TO THE AGREEMENT by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Storefront Political Media hereinafter called "Contractor," is dated as of August 4, 2020.

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 January 14, 2020, pursuant to Resolution No. 077181 of the San Mateo County Board of Supervisors, the County entered into an agreement with Contractor for Census 2020 media support for the term of January 14, 2020 through August 1, 2020, in an amount not to exceed \$300,000 ("Agreement"); and

WHEREAS, on February 25, 2020, pursuant to Resolution No. 077264 of the San Mateo County Board of Supervisors, the County amended the Agreement, effective as of February 25, 2020, to revise the scope of services and to increase the amount payable by \$300,000, to an amount not to exceed \$600,000; and

WHEREAS, the parties entered into a Second Amendment to the Agreement, dated as of April 24, 2020, which further revised the scope of services under the Agreement and further increased the total amount payable under the Agreement by \$25,000, to an amount not to exceed \$625,000; and

WHEREAS, the parties now wish to further amend the Agreement to extend the term through June 30, 2021; to further revise the scope of services; and to increase the amount payable under the Agreement by \$76,000 to an amount not to exceed \$701,000.

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

1. Exhibit A of the Agreement is amended to add to the scope of Services under the Agreement all of the Services set forth in Exhibit A-2 [dated August 4, 2020], attached hereto and incorporated herein by reference. Exhibit B is amended to add the Payment provisions set forth in Exhibit B-2 [dated August 4, 2020], each of which is attached hereto and incorporated herein by reference.

2. Section 3 of the Agreement is amended in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in the Agreement and in Exhibits A, A-1 and A-2, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B, B-1, and B-2. 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 seven hundred and one thousand dollars (\$701,000). 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 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.

3. Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 14, 2020, through June 30, 2021
4. All other terms and conditions of the agreement dated January 14, 2020, as amended by the amendments dated as of February 25, 2020 and April 24, 2020, between the County and Contractor, shall remain in full force and effect.

THIS AMENDMENT 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

7/30/2020

Date

Isabella Jaye, on behalf of Eric Jaye
and Storefront Political Media

Eric Jaye (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A-2

In consideration of the payments set forth in Exhibit B-2, Contractor shall provide the following services:

I. Project Background:

On March 3, 2020, the San Mateo County Health Officer declared a local health emergency throughout the jurisdictional boundaries of San Mateo County and on March 10, 2020, the Board of Supervisors ratified and extended the local health emergency. This local health emergency was further amended on April 7, 2020 and it remains in effect.

On March 3, 2020, the San Mateo County Director of Emergency Services proclaimed a local emergency throughout the jurisdictional boundaries of San Mateo County and on March 10, 2020, the Board of Supervisors ratified and extended this proclamation of local emergency. This proclamation of local emergency was further amended on April 7, 2020 and it remains in effect.

On April 13, 2020 The United States Census Bureau extended the window for field data collection and self-response to October 31, 2020

On July 11, 2020, the President of the United States issued a memorandum to the Secretary of Commerce directing the Secretary to take action to exclude unauthorized immigrants from the enumeration of the 2020 Census used for apportionment of representation in the United States House of Representatives. While this action is of doubtful legality and likely not possible to implement, it does have the potential to create fear and confusion in the community and suppress participation in the 2020 Census.

In light of the foregoing, the County is hereby further amending its existing Agreement with **Storefront Political Media** to include the followings additional services, in order to achieve the following objectives:

1. Educate, motivate and encourage participation in the 2020 Census.
2. Build and maintain ongoing communication with residents. Keeping everyone informed because Everyone Counts
3. Reach residents using culturally and linguistically targeted media strategies.

II. Scope of Work:

Program and Outreach Goal: Contractor will continue to provide communication materials and strategic campaign guidance to the County Office of Community Affairs (“OCA”) while collaborating closely with the County, as further described in Appendix A to this Exhibit A-2. Contractor will assist with the 2020 Census, until the final day designated by the federal government for self-response, and other outreach/creative

assistance as needed. Messaging will be socio-cultural and linguistically tailored to residents. Contractor will use this next phase of media to further micro-target the Hardest to Count members of the community. Activities undertaken by Contractor will include, but not be limited to, the following:

Digital Assets:

- A series of census static ads and video ads in English, Spanish, and other relevant languages
- Influencer video series: Short digital videos (less than one minute) filmed at home on a phone or computer that would be promoted through Facebook. Ideal community influencers would include faith leaders, trusted community members like teachers or firefighters or prominent local small business owners in both English and Spanish
- Television Buy-Media Placement
- In language digital and newspaper media placement
- Contractor will focus on themes such as “it’s not too late” and “every voice counts in the 2020 census”.
- Materials prepared by Contractor will run in zip codes provided by the OCA office but will be available for the County to use in any broader communications strategies
- If needed and as directed by the OCA, Contractor will create and mail direct mailers, and doorhangers
- Work with the County to create and assist in out-of-home media placements, such as billboards and bus shelters
- Some media digital assets will be paid for directly by United Way Bay Area funds, to the extent that United Way Bay Area funds are expended then County funds under this Agreement may be expended
- Contractor will continue to provide the services related to the 2020 Census as set forth in the Agreement dated January 14, 2020 and the first amendment to the Agreement dated as of February 25, 2020, provided, however, that Contractor shall provide such services, as needed, until June 30, 2021

Performance Standards

1. County will evaluate and document the Contractor’s performance in

accordance with County policy.

2. Contractor will perform all agreed-upon services in a competent and expedient manner and must immediately inform the County should problems arise that prohibit the Contractor from performing the services in such manner.
3. Contractor will be obligated to perform services as scheduled and agreed upon with the County.
4. Contractor will provide data metrics in a form reasonably satisfactory to the County to evaluate effectiveness of Materials developed by the Contractor, including but not limited to website activity tracking, and resident survey responses to Materials, data analytics

A. Contract Monitoring Requirements

County of San Mateo staff will monitor and conduct scheduled evaluation of program, which may review of Contractor's program and materials to determine progress in the achievement of program goals and objectives as specified under this agreement. A final report will be prepared by the county to provide feedback on areas of compliance and/no non-compliance if needed. Contractor shall submit a written corrective action plan to the County in response to all findings of non-compliance. A follow-up monitoring visit will be conducted to ensure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Contractor will be responsible for monitoring all subcontractors under this agreement.

Exhibit B-2

In consideration of the services provided by Contractor described in Exhibit A-2 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Production Budget:

Comprehensive Budget	Cost
Retainer fee (3 months at \$2,000 per month)	\$6,000
Discretionary additional buy / creative assistance fund	\$70,000
Total budget	\$76,000

- Payment shall be upon receipt and approval of invoices in forms acceptable to the County, and contingent on all reporting required to be made in the Agreement by Contractor to the County Manager. Contractor will also bill for staff time at the rates and as set forth in Appendix A to this Exhibit B-2.
- Reports and Invoices shall be sent to the attention of:

San Mateo County
 County Manager's Office of Community Affairs
 400 County Center, 1st Floor
 Redwood City, CA 94063
 Attention: Census Manager

Or via email
 Mvergara1@smcgov.org cc: SMC_Census@smcgov.org
- Failure to submit required reports may result in delay in processing of invoices for reimbursement.

Payment Schedule

1. 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 \$701,000 . 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. Contractor is not entitled to payment for work not performed as required by this agreement.
2. The County will not pay for any traveling, lodging, or meal expenses incurred by the Contractor.
3. All payments are contingent upon the Contractor providing the services according to the scope of services, contract requirement, deliverables, and performance standards. County will pro-rate the compensation for services if there is a significant reduction in the level of service. The County may amend the maximum amount payable for each deliverable upon mutual agreement by the Parties in writing.
4. Payment for services will be made upon completion of deliverables, submittal of an invoice, a detailed narrative of work completed to support the amount being

invoiced, requested supporting documentation, and approval by the County Contract Monitor. Contractors will provide the County with invoices and reports for reimbursement after reporting completion of the following deliverable milestones.

5. All payments are contingent upon the Contractor providing the services according to the scope of services, contract requirement, deliverables, and performance standards. County will pro-rate the compensation for services if there is a significant reduction in the level of service. The County may amend the maximum amount payable for each deliverable upon mutual agreement by the Parties in writing.
 6. Notwithstanding anything to the contrary contained in this Agreement, Contractor may send invoices to County for payment in advance of media purchases pursuant to Appendix A.
- Payment shall be upon receipt and approval of invoices in forms acceptable to the County, and contingent on all reporting required to be made in the Agreement by Contractor to the County Manager.

APPENDIX A



STOREFRONT
POLITICAL MEDIA

Prepared For: Emma Gonzalez, County Manager’s Office of Community Affairs

Prepared By: Storefront Political Media

Date: July 29, 2020

RE: 2020 Census Response Communication Extension Plan

First of all, thank you so much for the opportunity to present a proposal for extending census communications in San Mateo County until October 2020. With the exciting news that San Mateo County has matched their 2010 self-response numbers, this next phase of media gives us the opportunity to further micro-target to reach the Hardest to Count members of the community. Reflecting discussions with the team, this next phase of messaging will focus on themes such as “it’s not too late” and “every voice counts in the 2020 census.” Further production could, if approved, continue to be billed out the original "Additional Graphics Support and Design" \$75,000 budget.

For your review, please see attached for a media plan reflecting the additional United Way Bay Area allocation. This recommendation adds additional media funds, provided by United Way Bay Area, in key channels such as TV, in-language social media and in-language newspapers.

The costs associated with this plan are as follows:

Comprehensive Budget	Cost
Retainer fee (3 months at \$2,000 per month)	\$6,000
Discretionary additional buy / creative assistance fund	\$70,000
Total budget	\$76,000

Thank you again for the opportunity to present this proposal. We are excited about the opportunity to continue this work with you and contribute to the development of census messaging within San Mateo County.