

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

THIS THIRD AMENDMENT TO THE AGREEMENT, is entered into this 17th day of November 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Storefront Political Media, 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 March 3, 2020, the County's Health Officer issued a "Declaration of Local Health Emergency Regarding Novel Coronavirus 2019," and the County Manager, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated (the "COVID-19 Local Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, the Director and the Director's designee, the Incident Commander at the Emergency Operations Center (EOC), have made many requests for services, supplies, and equipment, which expenses have been made through County department appropriations as well as through agreements executed by the Director or the EOC Incident Commander from March 3, 2020, to the present; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services to respond to the COVID-19 public health emergency up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, on August 4, 2020, in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the parties entered into an agreement for COVID-19 communications and media support services (Agreement No. 12000-20-D003, also referenced herein as the "Agreement"); and

WHEREAS, on November 16, 2020, the County amended the Agreement to revise its scope, to extend its term, and to increase the maximum amount payable thereunder; and

WHEREAS, on September 10, 2021, the County further amended the Agreement to extend its term; and

WHEREAS, the parties now wish to further amend the Agreement to further revise the scope of services, increase the maximum amount payable thereunder by One Hundred Forty-Seven Thousand, Seven Hundred Fifty Dollars (\$147,750), to an amount not to exceed Six Hundred Forty Thousand, Four Hundred Fifty Dollars (\$640,450), and to extend its term to June 30, 2022.

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

1. Section 1 of the Agreement – Exhibits and Attachments is amended and restated in its entirety to read as follows:

Exhibit A2 (rev. November 17, 2021) – Services
Exhibit B2 (rev. November 17, 2021) – Payments and Rates

2. Section 3 of the Agreement - Payments 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 this Agreement and in Exhibit A2, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B2. 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 Six Hundred Forty Thousand, Four Hundred Fifty Dollars (\$640,450). 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.


3. Section 4 of the Agreement – Term is amended in its entirety to read as follows:

Subject to compliance with all of its terms and conditions, the term of this Agreement shall be from August 4, 2020, through June 30, 2022.

4. Exhibit A1 is replaced in its entirety with Exhibit A2 (rev. November 17, 2021), attached hereto and incorporated herein by reference.
5. Exhibit B1 is replaced in its entirety with Exhibit B2 (rev. November 17, 2021), attached hereto and incorporated herein by reference.
6. All other terms and conditions of Agreement No. 12000-20-D003 dated August 4, 2020, between the County and Contractor shall remain in full force and effect.
7. This Amendment, including the revised Exhibit(s) A2 and B2 hereto and incorporated by reference, constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of the effective date of this Amendment. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in writing and executed by both parties.

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

For Contractor: **Storefront Political Media**

 _____ Contractor Signature	<u>11/19/2021</u> _____ Date	<u>Isabella Jaye</u> _____ Contractor Name (please print)
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COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Exhibit A2 (rev. November 17, 2021)

In consideration of the payments set forth in Exhibit B2, Contractor shall provide the following services:

Contractor shall continue to provide communication materials and strategic campaign guidance to the County of San Mateo, Office of Community Affairs (“OCA”). Contractor will work on community outreach and business outreach messaging.

Community outreach campaign will focus on messaging such as encouraging mask wearing, physical distancing and handwashing and discouraging large gatherings (especially around holidays), testing and vaccinations. A significant portion of the advertisement buy will be focused on Spanish-language targeting, helping to refine the audience size and increase the frequency. The plan prioritizes video to reach the audience with longer format messaging – both on their personal devices as well as on Connected TVs, which often have an extended reach as families view content together. The social media line item will allow Contractor to promote designed content (such as the video or static banners). This extension phase of the buy will also include television, online radio and print ads.

The **business outreach** campaign’s goal is to use a combination of paid and organic media to help businesses understand and comply with the health and safety guidelines. Collateral will be produced in four languages - English, Spanish, Chinese and one additional language based on target population needs - with a focus on highlighting small business employees, such as restaurant servers or store cashiers.

The costs associated with the original **Community** communication plan are as follows, and these costs shall remain unchanged:

COVID-19 Community Budget	Cost
Existing media plan (through June 2021) (see Appendix A)	\$110,625
Time of staff-based retainer (through June 2021)	\$23,375
Production Budget	\$16,000
Total budget for of Agreement No. 12000-20-D003 (through June 2021)	\$150,000

The additional costs for changes to the **Community** communication plan as provided in Amendment 1 dated November 16, 2020 are as follows, and these costs shall remain unchanged:

Budget - COVID-19 Community Budget	Cost
Additional Media Spend (through October 2021) (see Appendix A)	\$256,200
Additional Time of staff-based retainer (July - October 2021)	\$8,500
Production Budget	\$15,000
Total budget (through October 2021)	\$279,700

The additional costs for the **Business** communication plan as provided in Amendment 1 dated November 16, 2020, are as follows, and these costs shall remain unchanged:

Budget - COVID-19 Business Budget	Cost
Creative Design & Translation Services for four languages (not inclusive of printing costs)	\$31,500
Facebook & Instagram Campaign	\$18,000
Consulting & Strategic Guidance	\$13,500
Total Budget (through July 2021)	\$63,000

Production Breakout:

In order to maximize production budget, Contractor will create multiple different kinds of content, including animated ads, b-roll ads, “community voice” ads (likely filmed at home on cell phones and tablets) and animated GIFs. These ads will include a Call to Action driving the audience to go to the County’s landing page to learn more as real-time updates about physical distancing, testing and community resources are released.

Production Budget	Cost
15s animated video in both English and Spanish	\$7,500
15s b-roll video in both English and Spanish	\$5,000
15 banner ads	\$3,500
2 x 30s online radio spots	\$2,000
2 x 30s Spanish-language PSA videos	\$5,500
5 x 10s animated short videos	\$7,500
Total Budget	\$31,000

Time of Staff Breakout:

Due to the variability of the workflow of rapid response communication, Contractor will be paid using a time and materials billing model as opposed to a monthly retainer fee for the **Community** campaign. In this model, the Contractor staff team bills time for activities such as status calls, media set-up (for example, buying television or online radio ads) or providing strategic messaging guidance. This would not include the time of graphic designers or video editors, which would be allocated out of the production budget.

The Parties estimate that the average monthly time of staff charge would be \$2,125, which over the course of the campaign provided for in the Agreement will be \$31,875.

Effective as of November 17, 2021, Contractor's Scope of Work includes the following additional communication services:

The 2022 phase of COVID-19 and community outreach communication services includes the following designated projects:

1. Office of Community Affairs General Communications (boosted posts and event outreach)
2. COVID-19 Rental Relief Communications
3. COVID-19 Related Safety Communication (vaccine and booster information)
4. COVID-19 Small Business Recovery Communications (shopping local and supporting the small business community)
5. Middlefield Road Improvement Project Communications
6. County of San Mateo Immigrant Community Outreach and Services Communications

This strategic plan focuses both on making sure that those who are not yet vaccinated continue to see positive vaccine messaging in their communities, as well as continuing to roll out proactive messaging around holiday safety, vaccine boosters, and supporting local small businesses as they recover from the pandemic. Contractor's communication services pursuant to this Agreement will facilitate both rapid-response communication as COVID-19 guidelines shift, as well as long-term messaging around initiatives such as the Middlefield Road improvement project and other community outreach programs.

Services provided by the Contractor will include, but will not necessarily be limited to, the following:

- (1) Create graphics and short video ads to support ongoing Office of Community Affairs projects, such as COVID-19 rental relief communications, the Middlefield Road improvement project, local small business support, and other projects, as needed.
- (2) Place media buys using approved assets and dedicated media budgets to support the six designated projects listed above. The media plans will incorporate key learnings from the first phase of the County's campaign by prioritizing in-language social media placements, partnerships with local and national in-language media outlets, and Connected TV ads. This deliverable will also include as-needed boosted posts to amplify content created by the Office of Community Affairs. As with the first phase of the campaign, Contractor's team will closely monitor and optimize all in-market media buys and share those insights with the Office of Community Affairs.
- (3) Provide strategic guidance to the Office of Community Affairs team – including media buy project management, creative production, and leading weekly strategy calls with Office of Community Affairs team members to help guide messaging, graphic design, and discuss upcoming media projects.
- (4) Other matters as identified in writing by the County.

The additional costs for the **2022 Communication Plan** as provided in this Amendment are as follows:

COVID-19 Related Projects*	Budget
Media Budget: COVID-19 Rental Relief Communications	\$10,000
Media Budget: COVID-19 Related Safety Communication	\$10,000
Media Budget: COVID-19 Small Business Recovery Communications	\$30,500
COVID-19 Related Total Budget	\$50,500

* Estimated Completion by 3/31/22 or at an otherwise mutually agreed upon date

Non-COVID-19 Related Projects	Budget
Media Budget: Office of Community Affairs General Communications	\$37,500
Media Budget: Middlefield Road Improvement Project Communications	\$14,750
Media Budget: County of San Mateo Immigrant Community Outreach and Services Communications	\$11,000
Consulting Retainer Fee Per Month (\$4,000 x 6 for the period of January 2022 to June 2022)	\$24,000
Production and Design Budget	\$10,000
Non-COVID-19 Related Total Budget	\$97,250

The total additional budget authorized by this Agreement as amended is **\$147,750**, for a total budget not to exceed **\$640,450**.

Performance Standards

- County shall do the following, in support of Contractor's efforts:
 - Provide opportunities for Contractor to collaborate with OCA, attend listening sessions, access staff, etc., to ensure that the materials meet project needs;
 - Schedule strategic planning sessions to maximize the effectiveness of the project; and
 - Provide background on County's COVID-19 related efforts necessary for updating collaterals, media and development.
- County will evaluate and document the Contractor's performance in accordance with County policy.
- Contractor will perform the agreed-upon services in a competent and expedient manner and must immediately inform the County should problems arise that prohibit or inhibit the Contractor from performing the services in such manner.
- Contractor will be obligated to perform services as scheduled and agreed upon with the County.
- 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

Exhibit B2 (rev. November 17, 2021)

In consideration of the services provided by Contractor described in Exhibit A2 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor will submit detailed invoices to the County on a monthly basis to include billed hours for each position, hours billed at applicable rates, locations where Contractor's assigned personnel are working and supporting documentation including timesheets or time logs for staff with a description of the work performed and no greater than quarter hour billing increments. Contractor will certify the timesheets and/or time logs.

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 A2, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B2. 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 Amendment exceed Six Hundred Forty Thousand, Four Hundred Fifty Dollars (\$640,450). 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. All services related to COVID-19 related projects, pursuant to Exhibit A2, will be completed by March 31, 2022 or at an otherwise mutually agreed upon date. Contractors will provide the County with invoices and reports for reimbursement after reporting completion of the following deliverable milestones pursuant to the 2022 Communication Plan set forth in Exhibit A2.

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 the 2022 Communication Plan set forth in Exhibit A2.
- 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.
 - 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: Emma Gonzalez

Or via email
hquo@smcgov.org

Failure to submit required reports may result in delay in processing of invoices for reimbursement.