

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

This Agreement is entered into this 14th day of January 2020 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Storefront Political Media, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of San Mateo County Census 2020 outreach and support.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

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 THREE HUNDRED THOUSAND DOLLARS (\$300,000) 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 14, 2020, through August 1, 2020.

5. Termination

This Agreement may be terminated by Contractor or by the Deputy County Manager or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations

for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. 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.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to

determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this 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 the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Emma Gonzalez
County of San Mateo
Community Affairs Manager
Address: 400 County Center, 1st Floor
Redwood City, CA 94063
Telephone: 650-363-1938
Facsimile: 650-363-1916
Email: elgonzalez@smcgov.org

In the case of Contractor, to:

Name/Title: Eric Jaye

Address: Storefront Political Media
160 Pine Street, Ste 700
San Francisco, CA 94111
Telephone: 415-834-0501 x103
Cell: 415-515-5617
Email: ericj@storefrontpolitical.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

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

For Contractor:

Eric Jaye
Contractor Signature

December 30, 2019
Date

Eric Jaye
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

In consideration of the payments set forth in Exhibit B, Storefront Political Media (“Contractor”) shall provide the services set forth below:

I. Project Background:

Every 10 years, the federal government is required to count all people residing in the United States through a national census. The United States Census Bureau has designated April 1, 2020 as National Census Day, the official start date of the 2020 census response period. Ensuring a complete count of San Mateo County residents is essential for many reasons.

The decennial census serves as the cornerstone of our democracy and is mandated by the U.S. Constitution. It was included to ensure that everyone is equally represented in our political system and government resources are allocated fairly. It is also used to make important community decisions, like where to build homes, parks, schools, and roads and where to offer health, childcare, and transportation services. And businesses rely on census data to determine where to open facilities, what products to develop, and how to market their services.

Census 2020 is at high risk for undercount. There are several challenges facing the upcoming census. Despite declining self-response rates, the Census Bureau will conduct the Census 2020 at a lower cost per household than in 2010. There will be fewer local offices, less field staff, and the primary strategy for data collection will be via internet.

The Census Bureau has historically faced challenges counting certain households and population groups, regardless of budget and staffing. These include recent immigrants, households with limited English proficiency, households with low income, racial/ethnic minorities, children under five years of age, persons who are disabled, rural residents, renters, and those with unstable or unconventional housing.

California has been the hardest-to-count state in the nation. In 2016, about 75% of all Californians belonged to one or more groups that tend to be undercounted. The County of San Mateo is home to many of who are in these hard to count groups.

In addition, there are new barriers facing the Census 2020 that will require significant efforts to address:

- **Distrust & Data Privacy:** There is a widening distrust of government among diverse segments of the population (immigrant and nonimmigrant alike), raising concerns about how census data will be used and whether it will remain confidential.
- **Online Survey:** Heightening data privacy concerns is the fact that, for the first time, the bulk of census responses are expected to be collected online (only an estimated 12% of San Mateo County residents will receive paper version in initial mailings). In addition to security challenges, this poses barriers for vulnerable communities and populations without digital access and computer literacy.

As reported by the Committee on Oversight and Government House of Representatives on October 12, 2017, the projected self-response rate for Census 2020 is 55%, significantly lower than the 63.5% self-response rate in 2010. An undercount in the Census 2020 could have significant impact on the State of California and San Mateo County, affecting federal funding for critical community programs, representation at all levels of government, and data used for decision-making across sectors. If segments of the County are not counted in 2020, their voices may not be fully considered when making important budget, program and policy decisions.

The County's goal for Census 2020 is to maintain or surpass the County of San Mateo's 75% self-response rate achieved in 2010, despite the additional challenges described above

Given the foregoing, and the County's goals with respect to Census 2020, the County has entered into this Agreement with **Storefront Political Media** for the services set forth in Section II of this Exhibit A (Scope of Work), which are intended to achieve the following objectives:

EDUCATE

1. Inform HTC/LLTR residents about census process, purpose, and timeline.
2. Communicate to HTC/LLTR San Mateo County residents Census 2020 key messages about the importance of census and privacy of census data
3. Effectively answer questions about Census 2020 from local HTC/LLTR residents.

MOTIVATE

1. Share relevant and compelling information to motivate HTC/LLTR San Mateo County residents to participate in Census 2020.
2. Address concerns about Census 2020 with factual information.
3. Encourage census participation through trusted messengers and channels.

ACTIVATE

1. Remind HTC/LLTR residents to complete the Census 2020 questionnaire.
2. Direct residents to language, digital, disability, and other support for census completion.
3. Assist residents in completing census questionnaire.

II. Scope of Work:

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

Contractor shall provide communication materials and strategic campaign guidance to the County Office of Community Affairs ("OCA") while collaborating closely with the public opinion research vendor selected by the County for census-related research. Please refer to Appendix A.

1. **Contractor** shall do the following:
 - Participate in meetings with County staff to gather all relevant background information, discuss short- and long-term project goals, communicate initial ideas for communications materials and media placements, and begin developing the framework for a digital creative plan. Participate in ongoing planning and status meetings and/or calls with County staff on a daily or weekly basis as requested by the County.
 - Collaborate with County by participating in meetings and sharing insights relevant to the formulation and execution of a census-related opinion research program, including consultation on the development of stakeholder and influencer interview instruments and protocols. The materials referenced in this bullet point and the immediately preceding bullet point are referred to collectively, herein, as the "Materials."
 - If the County does not approve the draft Materials, Contractor will incorporate County feedback on draft Materials and submit the revised Materials to the County within five (5) days.
 - After County approves, in writing, the draft Materials, Contractor will produce final

- Materials and provide them to the County within five (5) days.
- All ad placements will be in produced in English, Spanish, Chinese, and other languages directed by the County, based on population
 - Contractor will produce hyper-local Facebook and Instagram ads around events and deadlines. Ads will be created to meet reasonable satisfaction of the County to facilitate social sharing from community leaders
 - Contractor will create microtargeted online video ads driving toward the 'Pledge to be Counted' landing page (which they will create) which will also include links to local events/support around census participation, which will include YouTube inventory and other brand-safe video sites
 - Contractor will send out targeted communications by United States Mail with information on Census 2020 and how to be counted. These mailings will include stories used to encourage social norming
 - Contractor will produce hyper-local digital banner ads for Census 2020 centered around events/support and deadlines
 - Contractor will produce and place microtargeted video ads for Census 2020 targeting viewers watching full-length content on their connected TV devices
 - Contractor will place online radio placements for Census 2020 using the audio assets from the videos for audiences on platforms such as Spotify or Pandora
 - Contractor will manage an email awareness campaign design to motivate and activate Census 2020 participation
- Contractor will design a texting program that mirrors the tactical approach of the email program
- Contractor will translate Materials into each language identified by the County and ensure that translations are accurate and culturally appropriate for the San Mateo County communities targeted by the Materials. Contractor will also adapt printed communications Materials to post on County's dedicated Census 2020 website
 - Contractor will produce and place ads for in-language digital and traditional newspapers, leveraging media partnerships in San Mateo County, such as Balitang America.
 - Contractor will create a series of online and mobile media buys in emerging digital platforms (ex: Nextdoor, Snapchat, TikTok)
 - Contractor will create hyper-local Twitter ads centered around Census 2020 participation
 - Contractor will build a "Pledge to be Counted" landing page to encourage people to pledge their intention to take the census
 - After submitting first version of Materials, the County will give feed back within 5 business days, Contractor will generate a second version that incorporates feedback from the County
 - In creating the second version of the Materials, Contractor will utilize the initial results of County's opinion surveys and other feedback from the County.
 - Assist County in identifying more precisely its priority audiences for contact by mapping key stakeholders to target.
 - Consult with County staff to update/augment the Census 2020 website and develop a plan to utilize it for broad-based public education on the importance of the census, including establishing plans to gain any necessary approvals for website activity tracking and submission of proposed website materials for County approval.
 - Gather and monitor and provide to County social media analytics and website traffic data to measure the performance of earned and paid media. County and Contractor will mutually agree upon performance benchmarks. Contractor will modify any media approaches that perform below these benchmarks.
 - Contractor will provide weekly performance reports on all media efforts.

2. **County** must:
 - a. Provide opportunities for Contractor to collaborate with OCA, attend listening sessions, access staff, etc., to ensure that the materials meet project needs;
 - b. Schedule strategic planning sessions to maximize the effectiveness of the project; and
 - c. Provide background on County's census-related efforts necessary for updating the website design and development.
- B. Deliverables, Milestones, Timeline for Performance
1. Deliverable 1 (Pre-development planning):
 - a. Contractor will participate in meetings with County staff to confirm a timeline that will provide for the development and production of an initial set of communications materials no later than 30 days from the date this Agreement is executed.
 - b. Parties anticipate that deliverable 1 will be delivered to the County by January 17, 2020
 - c. Develop a draft plan for communications material development and media buys.
 - d. Contractor will collaborate with OCA regarding overall research objectives, alignment of research and communications, sample selection, and the development of stakeholder and influencer interview instruments and protocols.
 2. Deliverable 2 (Initial Communications Materials):
 - a. Contractor will design and produce an initial set of Materials and provide them to the County within five (5) days after County approval of draft text and design descriptions.
 - b. Materials will include videos, banner ads, email graphics, and social media assets.
 - c. Materials will be delivered no later than February 17, 2020
 3. Deliverable 3 (Launch of in-market media buys)
 - a. Contractor will launch approved digital and print assets and provide the County with updates as placements are live
 - b. Work on deliverable 3 will begin no later than February 15, 2020
 4. Deliverable 4 (In-market media buy optimizations)
 - a. Contractor will complete digital design and buy in-market advertising and messaging for communications materials upon receipt of County approval.
 - b. Contractor will make adjustments to any media performing below agreed-upon benchmarks.
 5. Deliverable 5 (Census landing page advice and strategic guidance-referred to as landing page design and maintenance in Appendix A)
 - a. Contractor will execute the 'one click' landing page for broad-based public education on the importance of the census and effective outreach to County residents via the webpage
 - b. Work on deliverable 3 will begin no later than February 15, 2020
- C. Performance Standards
1. County will evaluate and document the Contractor's performance in accordance with County policy.
 2. Contractor will perform the 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

Exhibit B

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:

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 one hundred thousand dollars (\$300,000). 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. The total compensation paid to Contractor under this Agreement shall not exceed **\$300,000**.
5. 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:
 - a. Upon completion of Deliverable 1 (referred to as Strategy & Consulting Fee in Appendix A) in a manner that is approved by the County and accompanied by related invoices and documents, Contractor will invoice the County for a payment of up to \$7,500.
 - b. Upon completion of Deliverable 2 (referred to as Video Production Fee and Banner and Social Media Production Fee in Appendix A) in a manner that is approved by the County and accompanied by related invoices and documents, Contractor will invoice the County for a payment of up to \$27,500.

- c. As Deliverables 3 and 4 are for paid media buys and adjustments to those media buys as may be necessary to optimize their effectiveness in achieving County objectives, County will pay the full amount of each approved media buy prior to the media buy being launches. Contractor will invoice the County for such payments on a rolling basis as media buys are made, up to a total billable amount of \$257,500.
 - c. As proposed in Appendix A, media buy will include: Facebook & Instagram Ads, Digital Banners, Video Pre-Roll, OTT, Emerging Digital Platforms, In-language Digital and Newspaper, Direct Mail, Email Program, Twitter Ads and Texting Program Additionally, Contractor agrees to cap all digital media buy commissions at 10% for the duration of this contract.
 - d. Upon completion of Deliverable 5 (referred to as Landing Page Design & Maintenance in Appendix A) in a manner that is approved by the County and accompanied by related invoices and documents, Contractor will invoice the County for a payment of up to \$7,500.
6. The invoice covering services rendered in the final period of service in each applicable fiscal year this agreement is in effect (fourth quarter or the month of July, as appropriate) shall be submitted no later than July 1st (or next business day when July 1 falls outside of normal County business hours).
7. If the invoice and supporting documents are in proper form, appropriately payable under this Agreement, and have been reviewed and approved by the County, County shall make payment to Contractor in accordance with Agreement, except that any County payments to Contractor for preapproved media buys will start processing within five (5) business days of the County approving the invoice and the County shall not apply any percentage discount to the invoice total for preapproved media buys.
8. 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.

- 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 and SMC_Census@smcgov.org

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

Appendix A

Item	Cost	Description	Estimated Impressions (minimum)
Facebook & Instagram - Media Placement in English, Spanish and Chinese	\$55,000.00	Hyper-local Facebook and Instagram ads around events and deadlines. Ads will be optimized to facilitate social sharing from community leaders.	1,833,333
Video Pre-Roll - Media Placement in English, Spanish and Chinese	\$45,000.00	Microtargeted online video ads driving toward the 'Pledge to be Counted' landing page which will also house links to local events around census participation. This will include YouTube inventory and other brand-safe video sites.	1,500,000
Direct Mail-English, Spanish and Chinese	\$35,000.00	Targeted mail with information on the census and how to be counted. Will include stories used to enforce social norming in multiple languages.	Dependent on audience size and list segmentation
Targeted Digital Banners - Media Placement in English, Spanish and Chinese	\$30,000.00	Hyper-local digital banner ads centered around events and deadlines to create a sense of urgency around census participation.	2,727,273
OTT - Media Placement in English, Spanish and Chinese	\$22,500.00	Microtargeted video ads shown to viewers watching full-length content on their connected TV devices.	478,723
Online Radio - Media Placement	\$20,000.00	Online radio placement using the audio assets from the videos to reach the audience on platforms such as Spotify or Pandora.	1,639,344
Email Program	\$15,000.00	Awareness campaign designed to lead to census participation - including links to sign up, host a census party or invitations to local census events.	Dependent on audience size and list segmentation
Texting Program and Peer-to-Peer Outreach	\$10,000.00	Includes texting program that mirrors the tactical approach of the email program - driving to sign up, host an event or RSVP to a local event.	Dependent on audience size and list segmentation
In-language Digital and Newspaper - Media Placement	\$10,000.00	Paid media partnerships with trusted in-language news and entertainment sites in San Mateo County, such as Balitang America.	Dependent on audience size and list segmentation
Emerging Digital Platforms (ex: Nextdoor, Snapchat, TikTok) - Media Placement	\$7,500.00	A series of online and mobile media buys designed to test the most effective channels for census participation communication.	Dependent on audience size and list segmentation
Twitter- Media Placement	\$7,500.00	Hyper-local Twitter ads centered around events and deadlines.	681,818
Video Production Fee	\$20,000.00	Video production costs to produce 3 stories with localized messaging.	n/a
Strategy & Consulting Fee	\$7,500.00	Strategy and media guidance from the Storefront Political Media/SpeakEasy Political teams.	n/a
Landing Page Design & Maintenance	\$7,500.00	Build a one click 'Pledge to be Counted' landing page to encourage people to pledge their intention to take the census.	n/a
Banner and Social Media Production Fee	\$7,500.00	Templated online banners and social media graphics for events and deadlines that can quickly be customized with dates, times and locations.	n/a
TOTAL	\$300,000.00		