

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
Storefront Political Media**

THIS AMENDMENT TO THE AGREEMENT, entered into this _25th day of February 2020, 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, pursuant to Resolution 077181 of the San Mateo County Board of Supervisors, the parties entered into an Agreement for Communication and Media Support services on January 14, 2020; and

WHEREAS, the parties wish to amend the Agreement to change the scope of services under the Agreement and to increase the maximum amount payable under the Agreement by \$300,000, to an amount not to exceed \$600,000.

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

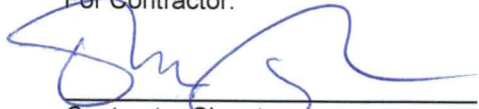
1. Exhibit A of the Agreement is amended in its entirety as set forth in Exhibit A [Revised Version, dated February 10, 2020], attached hereto and incorporated herein by reference and Exhibit B to the Agreement is amended in its entirety as set forth in Exhibit B [Revised Version, dated February _10_, 2020], 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 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 SIX HUNDRED THOUSAND DOLLARS (\$600,000). 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. **All other terms and conditions of the agreement dated January 14, 2020 between the County and Contractor shall remain in full force and effect.**

THIS CONTRACT 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

2-11-2020
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.
- Contractor shall create 15 and 30 second television ad buys designed to reach both Adults 5+ and Adults ages 18-34
- Contractor will create media placements that include, but are not limited to: billboards, digital billboards, or movie theater advertising
- Contractor will create supplementary targeted mail with information on the census and how to be counted- these direct mailers will be translated in English, Spanish, Chinese, and Tagalog
- Contractor will create microtargeted video ads shown to viewers watching full-length content on their connected TV Devices-video ads will be created in English, Spanish, and Chinese
- Contractor will create animated stories with localized messaging and information about the importance of the 2020 Census
- Contractor will handle production of 5,000 lawn signs to be distributed to County residents
- Contractor will provide additional graphic design and ideation from their in-house design team
- Contractor will provide a cost quote at the start of each project for art costs and project management fees

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 analytics

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 six hundred thousand dollars (\$600,000). 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 **\$600,000**.
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 and Additional Graphics Support and Design 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 \$117,500. Graphic Support and Design will be invoiced at \$90 per hour art fee plus a \$100 project management fee per project for small and mid-sized projects.
 - 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 \$467,500.00.
 - c. As proposed in Appendix A, media buy will include: Television Ads, Out of Home Ads, Facebook & Instagram Ads, Digital Banners, Video Pre-Roll, OTT, Emerging Digital Platforms, In-language Digital and Newspaper, Direct Mail, Lawn Sign Production, Email Program, Twitter Ads and Texting Program. 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

Mvergaral@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)	Invoice Schedule
Television Buy - Media Placement	\$65,000.00	15 and 30 second television ad buy designed to reach both Adults 65+ and Adults 18-34.	Dependent on audience demographics and final channel choice.	Media Placement - Payment Received Prior to Placement
Out of Home Advertising - Media Placement	\$60,000.00	Out of Home advertising, potentially including but not limited to: billboards, digital billboards or movie theater advertising.	n/a	Media Placement - Payment Received Prior to Placement
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.	1,879,335	Media Placement - Payment Received Prior to Placement
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	Media Placement - Payment Received Prior to Placement
Direct Mail-English, Spanish, Chinese and Tagalog	\$35,000.00	Targeted mail with information on the census and how to be counted. Will include stories used to reinforce social norming in multiple languages.	Dependent on audience size and list segmentation	Media Production - Payment Received Prior to Placement
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.	2,737,273	Media Placement - Payment Received Prior to Placement
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.	904,355	Media Placement - Payment Received Prior to Placement
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	Media Placement - Payment Received Prior to Placement
Lawn Signs Production	\$15,000.00	Storefront Political Media will handle production of 5,000 lawn signs to be distributed to County residents. This strategy will facilitate social norming and Out of Home census messaging when seen on the lawns of trusted community members.	n/a	Media Production - Payment Received Prior to Print
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	Media Production - Payment Received Prior to Placement
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	Media Production - Payment Received Prior to Placement
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 <i>Elitang America</i> .	Dependent on audience size and list segmentation	Media Placement - Payment Received Prior to Placement
Emerging Digital Platforms (e.g. 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	Media Placement - Payment Received Prior to Placement
Twitter - Media Placement	\$7,500.00	Hyper-local Twitter ads centered around events and deadlines.	601,648	Media Placement - Payment Received Prior to Placement
Additional Graphics Support and Design	\$75,000.00	Graphics ideation and execution from Storefront Political Media's in-house design team. Storefront will provide a cost quote at the start of each project for art costs and project management fees.	n/a	Payment for Services will be Made Upon Completion of Deliverables
Video Production Fee	\$35,000.00	Video production costs to produce 3 stories with localized messaging. Also includes video production costs to produce 2-3 animated stories with localized messaging and information about the importance of the 2020 Census.	n/a	Payment for Services will be Made Upon Completion of Deliverables
Strategy & Consulting Fee	\$7,500.00	Strategy and media guidance from the Storefront Political Media/SpeakEasy Political teams.	n/a	Payment for Services will be Made Upon Completion of Deliverables
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	Payment for Services will be Made Upon Completion of Deliverables
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	Payment for Services will be Made Upon Completion of Deliverables
TOTAL	\$600,000.00			Payment for Services will be Made Upon Completion of Deliverables