

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of March, 2022, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and OUTFRONT Media, Inc., a LLC, whose address is 5678 East Shields, Fresno, CA 93727, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number P-21-291, dated August 5, 2021 (hereinafter "Purchasing Agreement"), pursuant to which CONTRACTOR agreed to provide a Fentanyl Awareness advertising campaign to COUNTY;

WHEREAS, the Purchasing Agreement was a short term agreement, and the COUNTY would like to continue to receive these services;

WHEREAS, COUNTY and CONTRACTOR now desire to execute a Board Agreement in order to allow CONTRACTOR to provide such advertising services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. The CONTRACTOR shall provide advertising services for a Fentanyl Awareness campaign in accordance with the Scope of Work attached as Exhibit I, which is attached and incorporated by this reference.

B. The CONTRACTOR shall work independently with each of the above-referenced COUNTY Contract Coordinator, as defined herein, and shall provide services specific to the needs of each COUNTY department.

2. OBLIGATIONS OF THE COUNTY

A. The COUNTY contract coordinator for each department shall be stated on Exhibit "II" ("Contract Coordinator"), which is attached and incorporated by this reference. The Contract Coordinators shall be the CONTRACTOR'S points of contact, and shall be responsible for communicating each COUNTY department's operational requirements to the CONTRACTOR.

1 3. TERM

2 The term of this Agreement shall be from March 7, 2022 to March 6, 2025. This Agreement may be
3 extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties
4 no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The
5 District Attorney or his or her designee is authorized to execute such written approval on behalf of
6 COUNTY, based on CONTRACTOR'S satisfactory performance.

7 4. TERMINATION

8 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
9 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
10 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
11 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

12 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
13 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 14 1) An illegal or improper use of funds;
15 2) A failure to comply with any term of this Agreement;
16 3) A substantially incorrect or incomplete report submitted to the COUNTY;
17 4) Improperly performed service.

18 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
19 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
20 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
21 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
22 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
23 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
24 any such funds upon demand.

25 C. Without Cause - Under circumstances other than those set forth above, this
26 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
27 intention to terminate to CONTRACTOR.

28 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and

1 CONTRACTOR agrees to receive compensation as follows: one hundred fifty-six thousand, one hundred
2 and seventy dollars (\$156,170) for services during the entire term of the Agreement, including the two
3 optional extensions. CONTRACTOR shall submit invoices in triplicate to the County of Fresno District
4 Attorney's Office.

5 In no event shall compensation paid for services performed under this Agreement exceed one
6 hundred fifty-six thousand, one hundred and seventy dollars (\$156,170) during the entire term of this
7 Agreement, including the two optional extensions. It is understood that all expenses incidental to
8 CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

9 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
10 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
11 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
12 times be acting and performing as an independent contractor, and shall act in an independent capacity and
13 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
14 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
15 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
16 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
17 terms and conditions thereof.

18 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
19 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

20 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
21 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
22 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
23 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
24 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
25 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
26 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

27 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
28 written consent of all the parties without, in any way, affecting the remainder.

1 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
2 nor their rights or duties under this Agreement without the prior written consent of the other party.

3 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
4 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
5 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
6 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
7 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
8 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
9 or corporation who may be injured or damaged by the performance, or failure to perform, of
10 CONTRACTOR, its officers, agents, or employees under this Agreement.

11 The provisions of this Section 9 shall survive termination of this Agreement.

12 10. INSURANCE

13 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
14 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
15 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
16 Joint Powers Agreement (JPA) throughout the term of the Agreement:

17 A. Commercial General Liability

18 Commercial General Liability Insurance with limits of not less than Two Million Dollars
19 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
20 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
21 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
22 liability or any other liability insurance deemed necessary because of the nature of this contract.

23 B. Automobile Liability

24 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
25 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
26 used in connection with this Agreement.

27 C. Professional Liability

28 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in

1 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
2 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

3 D. Worker's Compensation

4 A policy of Worker's Compensation insurance as may be required by the California Labor
5 Code.

6 Additional Requirements Relating to Insurance

7 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
8 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
9 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
10 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
11 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
12 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
13 a minimum of thirty (30) days advance written notice given to COUNTY.

14 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
15 employees any amounts paid by the policy of worker's compensation insurance required by this
16 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
17 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
18 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

19 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
20 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
21 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
22 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
23 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
24 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover
25 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
26 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
27 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
28 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for

1 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
2 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
3 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
4 without a minimum of thirty (30) days advance, written notice given to COUNTY.

5 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
6 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
7 Agreement upon the occurrence of such event.

8 All policies shall be issued by admitted insurers licensed to do business in the State of California,
9 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
10 FSC VII or better.

11 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
12 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
13 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
14 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
15 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

16 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
17 the examination and audit of the California State Auditor for a period of three (3) years after final payment
18 under contract (Government Code Section 8546.7).

19 12. NOTICES: The persons and their addresses having authority to give and receive notices
20 under this Agreement include the following:

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22 COUNTY
23 COUNTY OF FRESNO
24 Lisa A. Smittcamp
25 District Attorney
26 2100 Tulare Street
27 Fresno, CA 93721
28 And
29 Sonja Dosti
30 Public Information Officer

CONTRACTOR
OUTFRONT Media
Stephanie DeLong
Account Executive
5678 East Shields
Fresno, CA 93727

All notices between the COUNTY and CONTRACTOR provided for or permitted under this
Agreement must be in writing and delivered either by personal service, by first-class United States mail, by

1 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
2 personal service is effective upon service to the recipient. A notice delivered by first-class United States
3 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
4 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
5 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
6 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
7 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
8 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
9 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
10 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
11 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
12 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
13 beginning with section 810).

14 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
15 only be in Fresno County, California.

16 The rights and obligations of the parties and all interpretation and performance of this Agreement
17 shall be governed in all respects by the laws of the State of California.

18 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

19 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
20 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
21 to operate as a corporation.

22 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
23 that they are a party to while CONTRACTOR is providing goods or performing services under this
24 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
25 and in which one or more of its directors has a material financial interest. Members of the Board of
26 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
27 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit III and incorporated herein by
28 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or

1 immediately thereafter.

2 15. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by
3 electronic signature as provided in this section. An “electronic signature” means any symbol or process
4 intended by an individual signing this Agreement to represent their signature, including but not limited to (1)
5 a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned
6 and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature
7 affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of
8 the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any
9 administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten
10 signature of that person. The provisions of this section satisfy the requirements of Civil Code section
11 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
12 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and
13 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
14 and agrees that each other party may rely upon that representation. This Agreement is not conditioned
15 upon the parties conducting the transactions under it by electronic means and either party may sign this
16 Agreement with an original handwritten signature.

17 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
18 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
19 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
20 understanding of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year

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first hereinabove written.

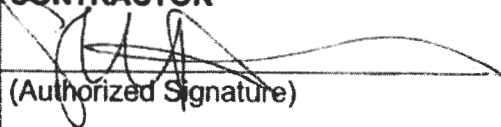
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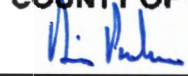
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CONTRACTOR

COUNTY OF FRESNO

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(Authorized Signature)



Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

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Stephanie DeLong, Account
Executive

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Print Name & Title

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5678 East Shields

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Fresno, CA 93727

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Mailing Address

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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By: 

Deputy

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FOR ACCOUNTING USE ONLY:

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Fund: 0001

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Subclass: 10000

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ORG: 2860

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Account: 7295

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Exhibit I
Scope of Work

Outfront Media, Inc. will produce a Fentanyl awareness campaign that will consist of posters, digital posters, mobile ads, billboards, and digital bulletins

Space Costs

Market	Media Location	Size	GRP/IMP 18+	Units	No. of Periods	*	Period Cost
Fresno, CA Posters	Posters/Metro General Market	10'5" H x 22'8" W	UNIT	10	6	4W	\$5,000.00
Fresno, CA	Mobile Ads		PACKAGE	1	6	4W	\$5,000.00
Fresno, CA	Bulletins	14'H x 48'W	UNIT	2	6	4W	\$5,000.00
Fresno, CA S/A Bonus	Bulletins	14'H x 48'W	UNIT	2	6	4W	\$0.00
Fresno, CA	Digital Posters/Unit: 100		UNIT	1	6	4W	\$2,850
Fresno, CA	Digital Bulletins/400 Hwy 168 N/O Dakota Ave F/N		UNIT	1	4	4W	\$3,500
Fresno, CA	Digital Bulletins/700 Hwy 41 S/O Friant Rd F/N		UNIT	1	6	4W	\$4,000

Non-Space Costs

Market/Media	Units	No. of periods	*	Period Cost
Fresno, CA Posters	30	1	OT	\$3,000
Fresno, CA Posters	1	1	OT	\$1,620

1 **EXHIBIT II**

2 **CONTRACT COORDINATORS**

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DEPARTMENT NAME	CONTRACT COORDINATOR	ADDRESS	PHONE NUMBER
District Attorney	Stephen Rusconi	Stephen Rusconi 2100 Tulare Street Fresno, CA 93721	(559) 600-4447
County Administrative Office	Sonja Dosti	2281 Tulare St., Suite 304 Fresno, CA 93721	(559) 600-1224

Exhibit III

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	