

AMENDMENT NO. I TO SERVICE AGREEMENT

This Amendment No. I to Service Agreement A-22-449 ("Amendment No. 1") is dated November 7, 2023 and is between Univision Television Group, Inc., a Delaware corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On February 14, 2022, the County and the Contractor entered into Agreement number P10-0000021636 ("Purchasing Agreement"), to enable Contractor to provide community engagement efforts to educate viewers on the dangers of the Fentanyl epidemic affecting our communities.

B. The Purchasing Agreement was a short-term agreement and On October 11, 2022, the County and the Contractor entered into Agreement A-22-449 ("Agreement") to continue the Fentanyl Awareness Campaign for a longer period.

C. The Contractor has satisfactorily provided services, and the County and the Contractor now desire to amend the Agreement in order to amend the scope of services and increase the Agreement maximum compensation to allow Contractor to continue to provide services. The parties therefore agree as follows:

1. Section 3.2 entitled "Maximum Compensation" located on Page two (2) of the Agreement is deleted in its entirety, and replaced with the following:

"3.2 Maximum Compensation. The maximum compensation payable to the Contractor under this Agreement is one hundred fifty thousand dollars (\$150,000) for services provided during the entire term of the Agreement, including two optional extensions. The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The

1 Contractor further acknowledges that County employees have no authority to pay
2 the Contractor except as expressly provided in this Agreement.”

3 2. Exhibit B to the Agreement is amended to read as follows:

4 “The Contractor shall be compensated for performance of its services under this
5 Agreement as provided in this Exhibit B. The Contractor is not entitled to any
6 compensation except as expressly provided in this Exhibit B.

7 The maximum compensation payable to the Contractor under this Agreement is one
8 hundred and fifty thousand dollars (\$150,000). Contractor shall bill County monthly for
9 performance of the services described in Exhibit A-1.”

10 3. Exhibit A is deleted in its entirety, and replaced with the attached Exhibit A-1.

11 4. When both parties have signed this Amendment No. 1, the Agreement and this
12 Amendment No. 1 together constitute the Agreement.

13 5. The Contractor represents and warrants to the County that:

14 a. The Contractor is duly authorized and empowered to sign and perform its obligations
15 under this Amendment No. 1.

16 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
17 authorized to do so and his or her signature on this Amendment No. 1 legally binds
18 the Contractor to the terms of this Amendment No. 1.

19 6. The parties agree that this Amendment No. 1 may be executed by electronic signature
20 as provided in this section.

21 a. An “electronic signature” means any symbol or process intended by an individual
22 signing this Amendment No. 1 to represent their signature, including but not limited
23 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
24 (3) an electronically scanned and transmitted (for example by PDF document)
25 version of an original handwritten signature.

26 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed
27 equivalent to a valid original handwritten signature of the person signing this
28 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 1 with an original handwritten signature.

7. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 1.

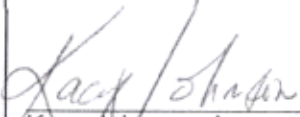
8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

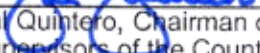
[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 UNIVISION TELEVISION GROUP, INC.

COUNTY OF FRESNO

4
5 
6 Kacy Johnson, Account Executive

7 
8 Sal Quintero, Chairman of the Board of
9 Supervisors of the County of Fresno

10 601 West Univision Plaza
11 Fresno, CA 93704

12 **Attest:**
13 Bernice E. Seidel
14 Clerk of the Board of Supervisors
15 County of Fresno, State of California

16 By: 
17 Deputy

18 For accounting use only:

19 Org No.: 2860
20 Account No.: 7295
21 Fund No.: 0001
22 Subclass No.: 10000

23 Org No.: 2540
24 Account No.: 7295
25 Fund No.: 0001
26 Subclass No.: 10000

Scope of Services

Univision Television Group, Inc. will educate viewers about the dangers and the negative effects of the Opioids/Fentanyl epidemic affecting our County through community engagement efforts that include TV PSAs, Interviews, Digital Media, Special Promotions, and Community events for an Opioids-Fentanyl Awareness Campaign.

September 2022 through June 2023

- Television: Total of 50 TV PSAs to air monthly (25 per station; KFTV/KTFF).
- Interviews: Monthly total of 1-2 Despierta Valle Central Interviews. Segments shall be 2-5 minutes in length, pre-recorded virtually or off-site, as determined by County.
- Digital: Monthly digital banners (Univision.com), Home Page Takeover and Pre-Roll Videos.
 - Desktop Banner Sizes: 728x90, 300x250, 970x250
 - Mobile Banner Sizes: 320x50, 300x250
 - Pre-Roll Video Length: :15 or :30
 - Monthly Click Through Ratio: 0.7% min. est.
 - Monthly Impressions: 70,000 minutes estimated reach
- Station In-Kind: TV PSAs and Despierta Valle Central Interviews. One-day Special Promotion; National Fentanyl Awareness Day – May 10. Community Event Sponsorships included (1-2 Events). In-kind to run throughout the campaign duration (\$30,000 added value).

November 2023 through June 2025

Paid elements per fiscal year:

- Total TV PSA's: 320
- Total Digital: Monthly banners and videos with 56,000 min. impressions

Station In-Kind per fiscal year (\$46,900 added value per year):

- Total TV PSA's: 100
- Total Education Contigo Tagged PSA's: 50

Exhibit A-1

- Total Despierta Valle Central TV Interviews: 16 total, segments are 2-5 minutes in length, pre-recorded virtually or off-site determined by client. 1 segment per month between November 2023 and June 2024 (8) and between November 2024 and June 2025 (8).
- Monthly digital network platform elements:
 - Desktop Banner Sizes: 728x90, 300x250, 970x250
 - Mobile Banner Sizes: 320x50, 300x250
 - Pre-Roll Video Length: :15 or :30
 - Monthly Click Through Ratio: 0.7% min. est.
 - Monthly Impressions: 70,000 minutes estimated reach
- National Fentanyl Awareness Promotion (May)
- Annual Station Events: Education Fair (October), Kids Day (April), Health Fair (June)