

AMENDMENT NO. 4 TO AGREEMENT

This Amendment No. 4 to Agreement (“Amendment No. 4”) is dated 20 June, 2023 and is between Two Q. Inc, a California corporation (“CONTRACTOR”), and the County of Fresno, a political subdivision of the State of California (“COUNTY”).

Recitals

A. On May 8th, 2018, COUNTY and CONTRACTOR entered into Agreement, which is County agreement number 18-252 (“Agreement”), for full-service advertising and media communications services to improve the Department of Public Health’s (DPH) public education and engagement campaigns and to influence positive changes in the health and well-being of Fresno County residents.

B. On March 26th, 2019, COUNTY and CONTRACTOR entered into Amendment I to Agreement to provide similar services for Phase I of the Department of Public Works and Planning’s Environmental Compliance Center neighborhood outreach.

C. On February 23rd, 2021, COUNTY and CONTRACTOR entered into Amendment II to Agreement to increase the maximum compensation to accommodate further full-service advertising and media communications, as part of a statewide engagement campaign targeted to support efforts under the Black Infant Health program and to improve DPH’s public education and engagement campaigns to influence positive changes in the health and well-being of Fresno County residents related to the COVID-19 pandemic and the pending COVID-19 vaccination campaign.

D. On February 22nd, 2022, COUNTY and CONTRACTOR entered into Amendment III to Agreement to increase the maximum compensation to support increased efforts in encouraging public health awareness including enhanced COVID vaccination campaigns, health equity participation, and smoking cessation campaigns; to clarify CONTRACTOR’s remediation rights in the event of late payment or breach of contract on the part of the COUNTY, intellectual property rights for creative materials, insurance language, noticing of COUNTY and CONTRACTOR and the option of Electronic Signature of the Agreement and any future amendments.

1 E. COUNTY, through its DPH, desires to complete essential public education and
2 engagement campaigns in progress and regularly scheduled for the second half of the calendar
3 year, beyond the current term of the Agreement, with no change to the maximum compensation
4 of Six Million Eight Hundred Ninety-Seven Thousand Two Hundred Twenty-Three and No/100
5 Dollars (\$6,897,223.00) for the Agreement.

6 F. COUNTY is seeking a new multidepartment agreement for media and mass
7 communications services that will not be executed in time to implement the desired public
8 education and engagement campaigns.

9 G. COUNTY and CONTRACTOR now desire to further amend the Agreement to extend the
10 Agreement term for an additional nine (9) months, July 1, 2023 through March 31, 2024 to
11 continue advertising and media communications services needed to complete the desired public
12 education and engagement campaigns without interruption during the transition period.

13 The parties therefore agree as follows:

14 1. Section Three (3) of the Agreement, "TERM," located at Page Two (2), beginning on line
15 Seventeen (17) with the word "The" is amended to add the following as a new paragraph after
16 the paragraph ending on line Twenty-Four (24) with the word "performance.":

17 "After the last day of the final twelve (12) month extension period, the term of this
18 Agreement shall be extended for a consecutive nine (9) month period, July 1,
19 2023 through March 31, 2024."

20 2. Section Five (5) of the Agreement, "COMPENSATION/INVOICING," Subsection C, [as
21 previously amended] located at Page Four (4) of the Agreement, beginning on line Eighteen
22 (18) with the word "For" and ending on line Twenty-Four (24) with the word "CONTRACTOR"
23 and Page Two (2) of Amendment III, beginning on line Eighteen (18) with the word "For" and
24 ending on Page Three (3) line Five (5) with the word "CONTRACTOR" is deleted in its entirety
25 and replaced with the following:

26 "For the period commencing upon execution through and including June 30,
27 2019, in no event shall services performed under this Agreement be more than
28 Nine Hundred Eighty Thousand and No/100 Dollars (\$980,000.00). For the

1 period July 1, 2019 through June 30, 2020, in no event shall services performed
2 under this Agreement exceed Seven Hundred Thousand and No/100 Dollars
3 (\$700,000.00). For the period July 1, 2020 through June 30, 2021, in no event
4 shall services performed under this Agreement exceed One Million Seven
5 Hundred Six Thousand Seven Hundred Forty-One and No/100 Dollars
6 (\$1,706,741.00). For the period July 1, 2021 through June 30, 2022, in no event
7 shall services performed under this Agreement exceed Two Million Sixty-Seven
8 Thousand Seven Hundred Forty-One and No/100 Dollars (\$2,067,741.00). For
9 the period of July 1, 2022 through March 31, 2024, in no event shall services
10 performed under this Agreement exceed One Million Four Hundred Forty-Two
11 Thousand Seven Hundred Forty-One and No/100 Dollars (\$1,442,741.00).
12 In no event shall services performed under this Agreement be more than Six
13 Million Eight Hundred Ninety-Seven Thousand Two Hundred Twenty-Three and
14 No/100 Dollars (\$6,897,223.00) during the entire term of this Agreement. It is
15 understood that all expenses incidental to CONTRACTOR's performance of
16 services under this Agreement shall be borne by CONTRACTOR."

17 3. When both parties have signed this Amendment No. 4, the Agreement, Amendment I,
18 Amendment II, Amendment III and this Amendment No. 4 together constitute the Agreement.

19 4. CONTRACTOR represents and warrants to COUNTY that:

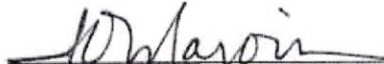
- 20 a. CONTRACTOR is duly authorized and empowered to sign and perform its obligations
21 under this Amendment.
- 22 b. The individual signing this Amendment on behalf of CONTRACTOR is duly
23 authorized to do so and his or her signature on this Amendment legally binds
24 CONTRACTOR to the terms of this Amendment.

25 5. This Amendment may be signed in counterparts, each of which is an original, and all of
26 which together constitute this Amendment.

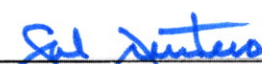
1 The parties are signing this Amendment No. 4 on the date stated in the introductory
2 clause.

3 TWO Q., Inc.

COUNTY OF FRESNO

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5 
6 Jane Olvera Majors, President

7 7589 N Wilson Ave, Ste. 103
8 Fresno, CA 93711

9 
10 Sal Quintero, Chairman of the Board of
11 Supervisors of the County of Fresno

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.: 5620
20 Account No.: 7295
21 Fund No.: 0001
22 Subclass No.: 10000
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