

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of January, 2020, by and between the COUNTY OF FRESNO, a political subdivision of the State of California hereinafter referred to as "COUNTY", and TWO Q, INC., a California Corporation, whose address is 7589 North Wilson Avenue, Suite 103, Fresno, CA 93711, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY, through its Department of Public Works and Planning (Department), is in need of full-service marketing and advertising services to improve the Department's public outreach and education campaigns and to influence positive public engagement in Department programs; and

WHEREAS, the COUNTY has issued Request for Proposal No. 19-081 and Addendum One (1) thereto (collectively referred to herein as COUNTY's RFP) for marketing and advertising services, which are on file and are incorporated herein by this reference and made part of this Agreement; and

WHEREAS, the CONTRACTOR submitted a Proposal in response to the RFP, which is on file and is incorporated herein by this reference and made part of this Agreement; and

WHEREAS, the COUNTY has evaluated the CONTRACTOR's Proposal in response to the Revised RFP and has determined CONTRACTOR to be the most responsive, responsible bidder whose Proposal is the most advantageous to the COUNTY.

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. CONTRACTOR shall perform all services and fulfill all responsibilities as described in Exhibit A, attached hereto and incorporated herein by this reference, for the duration of this Agreement.

B. CONTRACTOR shall provide these services to Department programs as stated in Exhibit B attached hereto and incorporated by this reference, for at least the first year

1 of the Agreement, subject to such minor modifications thereto as may be made pursuant to the
2 provisions of the immediately following Paragraph 2. A.

3 2. OBLIGATIONS OF THE COUNTY

4 A. COUNTY may at its option, no more often than annually throughout the
5 duration of the Agreement, provide to CONTRACTOR an updated revision of Exhibits A and B
6 to CONTRACTOR to provide for minor modifications to the scope of CONTRACTOR's services
7 hereunder.

8 B. COUNTY shall, to the extent reasonable and practical, as determined by
9 COUNTY's Director of the Department, or his or her designee, assist and cooperate with
10 CONTRACTOR in the performance of CONTRACTOR's services described in this Agreement.
11 Such cooperation and assistance may include, but not necessarily be limited to: (i) meeting with
12 CONTRACTOR to define Department and program procedures, requirements and goals; (ii)
13 providing information required for CONTRACTOR to complete an Annual Comprehensive
14 Communication Plan as described in Exhibit A; and (iii) facilitating communication between
15 CONTRACTOR, Department program staff and community partners to enhance collaborative
16 outcomes.

17 C. COUNTY shall, by and through the Director of the Department, or his or
18 her designee, implement and administer the terms of this Agreement.

19 3. TERM

20 The term of this Agreement shall be for the period of three (3) years, commencing upon
21 execution through and including the 6th day of January 2023. This agreement may be extended
22 for two (2) additional consecutive twelve (12) month periods upon written approval of both
23 parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension
24 period. The Director of the Department or his or her designee is authorized to execute such
25 written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

26 4. TERMINATION

27 A. Non-Allocation of Funds – The terms of this Agreement, and the services
28 to be provided hereunder, are contingent on the approval of funds by the appropriating

1 government agency. Should sufficient funds not be allocated, the services provided may be
2 modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30)
3 days advance written notice.

4 B. Breach of Contract – The COUNTY may immediately suspend or
5 terminate this Agreement in whole or in part, where in the determination of the COUNTY there
6 is:

- 7 1) An illegal or improper use of funds;
- 8 2) A failure to comply with any term of this Agreement;
- 9 3) A substantially incorrect or incomplete report submitted to the
10 COUNTY;
- 11 4) Improperly performed service.

12 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
13 any breach of the Agreement or any default that may then exist on the part of the
14 CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the
15 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
16 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the
17 CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not
18 expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly
19 refund any such funds upon demand.

20 C. Without Cause – Under circumstances other than those set forth above,
21 COUNTY may terminate this Agreement upon the giving of thirty (30) days advance written
22 notice of an intention to terminate to CONTRACTOR.

23 5. COMPENSATION/INVOICING

24 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to
25 receive, for the duration of the Agreement, compensation as described in Exhibit C, attached
26 hereto and incorporated herein by this reference, for personnel costs required to complete
27 services established by the terms and conditions of this Agreement. In addition, COUNTY
28 agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for actual

1 expenditures for the production and placements of advertisements and other materials
2 developed under this Agreement, including but not necessarily limited to: audio and visual
3 production, digital, talent and related rights, and TV, radio, digital and other advertising media
4 outlet placement.

5 B. CONTRACTOR shall submit monthly invoices itemized by cost center to
6 the Department within thirty (30) days of the end of the preceding month. CONTRACTOR
7 invoices shall include all proper supporting documentation, including but not limited to receipts,
8 invoices and work orders. Upon receipt of an invoice, the Department will review the invoice
9 within ten (10) working days. If the Department determines the invoice is in proper form and the
10 services described therein have been satisfactorily performed, the Department will approve the
11 invoice and submit it to the COUNTY's Auditor-Controller/Treasurer-Tax Collector. COUNTY will
12 issue payment to CONTRACTOR within forty-five (45) calendar days of the date of the Auditor-
13 Controller/Treasurer-Tax-Collector receives the approved invoice. In the event the Department
14 determines the invoice is not in proper form or the services described therein have not been
15 performed satisfactorily, the Department shall return the invoice to the CONTRACTOR within
16 ten (10) working days with a description of the deficiencies in the invoice. CONTRACTOR shall
17 correct the deficiencies in the invoice and submit a corrected invoice within five (5) working
18 days. The Department and CONTRACTOR shall repeat the review and correction process until
19 the invoice is satisfactory to the Department. CONTRACTOR shall not be entitled to
20 compensation for services described in the invoice until the Department has approved the
21 invoice.

22 C. In no event shall services performed under this Agreement be in excess
23 of \$227,000 annually for each contract year, the first of which shall commence on January 7,
24 2020 and end on January 6, 2021. Accordingly, the maximum cumulative amount for services
25 performed during the original three-year term shall not exceed \$681,000; in the event that this
26 agreement is renewed for the maximum two additional years, then the maximum cumulative
27 amount for services performed under this Agreement shall not exceed \$1,135,000 during the
28 entire term of this Agreement. It is understood that all expenses incidental to CONTRACTOR's

1 performance of services under this Agreement shall be borne by CONTRACTOR.

2 6. INDEPENDENT CONTRACTOR

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

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

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

25 7. MODIFICATION

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

28 8. NON ASSIGNMENT

Neither party shall assign, transfer or sub-contract this Agreement nor any of its respective rights and duties under this Agreement without the prior written consent of the other party.

9. HOLD HARMLESS

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, and employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its offices, agents, or employees under this Agreement.

10. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of the Agreement:

A. Commercial General Liability

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

B. Automobile Liability

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

C. Worker's Compensation

1 A policy of Worker's Compensation Insurance as may be required by the
2 California Labor Code.

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

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

17 Within thirty (30) days from the date CONTRACTOR signs and executes
18 this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as
19 stated above for all of the foregoing policies, as required herein, to the County of Fresno,
20 Department of Public Works and Planning, Resources Division, 2220 Tulare Street, Sixth Floor,
21 Fresno CA 93721, stating that such insurance coverages have been obtained and are in full
22 force; that the County of Fresno, its officers, agents, and employees will not be responsible for
23 any premiums on the policies; that for such worker's compensation insurance the
24 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and
25 employees, any amounts paid under the insurance policy and that waiver does not invalidate
26 the insurance policy; that such Commercial General Liability insurance names the County of
27 Fresno, its officers, agents, and employees, individually and collectively, as additional insured,
28 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,
2 maintained by COUNTY, its officers, agents and employees, shall be excess only and not
3 contributing with insurance provided under CONTRACTOR's policies herein; and that this
4 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
5 written notice given to COUNTY.

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

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

12 11. AUDITS AND INSPECTIONS

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

19 If this Agreement exceeds ten thousand dollars (\$10,000), CONTRACTOR
20 shall be subject to the examination and audit of the Auditor General for a period of three (3)
21 years after final payment under contract (Government Code Section 8546.7).

22 12. NOTICES

23 The persons and their addresses having authority to give and receive
24 notices under this Agreement include the following:

25 COUNTY

26 COUNTY OF FRESNO

27 Resources Manager,

28 Department of Public

CONTRACTOR

TWO Q, INC.

President, JP Marketing

7589 N Wilson Ave. #103

Works & Planning

Fresno CA 93711

2220 Tulare St., Sixth Floor

Fresno CA 93721

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

13. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

1 Members of the CONTRACTOR's Board of Directors shall disclose any self-
2 dealing transactions that they are a party to while CONTRACTOR is providing goods or
3 performing services under this Agreement. A self-dealing transaction shall mean a transaction
4 to which the CONTRACTOR is a party and in which one or more of its directors has a material
5 financial interest. Members of the Board of Directors shall disclose any self-dealing
6 transactions that they are a party to by completing and signing a Self-Dealing Transaction
7 Disclosure Form, attached hereto as Exhibit D and incorporated herein by reference, and
8 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
9 immediately thereafter.

10 15. ENTIRE AGREEMENT

11 This Agreement constitutes the entire agreement between the
12 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
13 previous Agreement negotiations, proposals, commitments, writings, advertisements,
14 publications, and understanding of any nature whatsoever unless expressly included in this
15 Agreement. In the event of any inconsistency in interpreting the documents which constitute
16 this Agreement, the inconsistency shall be resolved by giving precedence in the following order
17 of priority: (1) the text of this Agreement; (2) the COUNTY's RFP #19-081; and (3) the
18 CONTRACTOR's Proposal in response to COUNTY's RFP #19-081.

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
2 executed as of the day and year first herein above written.

3
4 CONTRACTOR

5 TWO Q, INC.

COUNTY OF FRESNO

6 By Jane Olvera

Ernest Buddy Mendes

7 Jane Olvera

8 Print Name

Ernest Buddy Mendes, Chairman
of the Board of Supervisors of
the County of Fresno

9 Resident

Print Title

10 By Jeanna Antonino

11 Jeanna Antonino

12 Print Name

13 Operations Director

Print Title

14 JP Marketing
15 7589 N Wilson Ave. #103
16 Fresno CA 93711

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

17 By Rosei Cruz, Deputy

18
19
20 FOR ACCOUNTING USE ONLY:

21 Fund: 0701 0700 0801 0001 0010
22 Subclass: 15001 15000 16900 10000 11000
23 ORG No.: 9015 9026 9140 7910 4510
24 Account No.: 7295 7295 7295 7295 7295
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SCOPE OF WORK

The Division will work with the successful bidder to promote parks, special districts, and recycling and waste disposal messaging and other key concepts using a cohesive and complimentary outreach and marketing program. The successful bidder will also be expected to recommend effective methods to expand and improve existing materials and messages to other relevant media.

Annual Comprehensive Communications Plan

- a) Facilitate meetings with Division staff from selected programs to identify program goals related to media and educational campaigns and projects.
- b) Review the Division's existing partnerships with other agencies and existing outreach and educational materials for opportunities to enhance and integrate complementary messages.
- c) Identify target audiences, specific messages, and distribution networks to reach program goals. Determine the most timely and cost-effective methods.
- d) Design measures to assess changes in public attitudes, perceptions, and behavior, especially among target and priority populations, to improve the effectiveness of campaigns and materials, and to demonstrate campaign outcomes. Assessments may include but are not limited to impressions reports, pre/post test results, and/or focus groups.
- e) Submit a practical written Comprehensive Communications Plan based on above research within 60 days of contract execution and each subsequent renewal year.
- f) This deadline may be adjusted if the Department is not able to provide all required information no later than 30 days after contract execution. If the deadline is adjusted, the new deadline will be 15 days after the vendor receives all required information.

Media Campaigns

- a) Develop and produce advertising campaigns for selected programs, which may include TV, radio, newspaper, outdoor and digital platforms. Develop and produce other public service announcements as necessary.
- b) Integrate the Division's assets of media production for cost-saving purposes, locate deficits, and assist in overall development of media outreach.
- c) Place advertisements with identified distribution networks using cost-effective media buying strategies and leveraging available resources.
- d) Finance all costs related to media campaigns, including talent fees, commissions, materials, travel expenses and contingencies until reimbursed.
- e) Integrate messages across platforms, including the Division's website/webpages and social media pages, as appropriate.
- f) Provide assessment reports to program staff on campaign outcomes as described in the

Comprehensive Communications Plan, as appropriate.

Information Materials

- a) Review and update existing educational materials such as factsheets, brochures and presentations, as appropriate, to enhance clarity and comprehension among target audiences for the Resources Division.
- b) Collaborate with Division staff to develop new educational materials to fill programmatic gaps.
- c) Recommend improvements to the Division's website and social media pages to enhance messaging and improve user experience.

Public Relations

- a) Recommend and review news releases, media advisories, interview talking points and related earned-media communications, as appropriate, to build and maintain public awareness and credibility.
- b) Provide training and technical assistance to Division staff as necessary on creating compelling, newsworthy pieces to increase public awareness of recycling and waste disposal topics, and to influence positive changes at the individual and countywide levels.
- c) Support Division internal communications to create an inclusive, service-oriented culture in which employees feel supported, valued and driven in the pursuit of the Division's mission.

Interpretation

- a) Assist in designing all necessary documents translated in Fresno County's threshold languages of Spanish & Hmong for ease of understanding.
- b) Working in collaboration with the Resources Outreach & Education team, develop a list of preferred terms in Spanish & Hmong that allow for best understanding.

Management & Administration

- a) Annually, develop and submit a project management timeline specifying deliverables, responsible parties, and completion dates. Update the timeline quarterly.
- b) Prior to beginning work on a project, submit a project brief to ensure it relates to the Comprehensive Communications Plan and is within budget parameters.
- c) Monthly, submit a status report on all project tasks no later than 30 days after the end of the previous month.
- d) Monthly, submit one invoice no later than 30 days after the end of the previous month. The invoice shall include all approved project expenses and related backup documentation (such as work orders, invoices and receipts). The invoice shall clearly delineate project expenses by each cost center. Cost center codes will be provided to the successful bidder by Division staff.

Project Name/Topic	Project Description	Run Timeframe	Anticipated Tasks	Funding Source	Budget Amount
Household Hazardous Waste Program (HHW) • Relocation of PRHHWCF to Fresno: New Environmental Compliance Center • HHW Collection/Drop-off • E-Waste • Universal Waste • Drop-off Network • Door-to-Door Program	Each County/Region is required to have a Permanent Regional Household Hazardous Waste Collection Facility (PRHHWCF). The County and the 15 Incorporated Cities have formed the AB939 MOU Committee, and have partnered to meet this requirement. The County of Fresno is the lead agency. The PRHHWCF is being relocated from the American Avenue Landfill in Kerman to a new site at the Southwest Corner of West Dan Ronquillo Drive and South West Avenue in the City of Fresno. It will be called the Environmental Compliance Center, and will include a Conference/Education Center. Residents may drop-off household waste items that the haulers will not take, such as paint, batteries, fluorescent bulbs, household chemicals and pesticides, yard and pool chemicals, small propane tanks and fire extinguishers, for free. Small businesses may drop off their hazardous waste items by appointment for a fee. A Reuse Center will provide free access to these types of items in their original containers for reuse.	Annually	See Page 1 of Scope of Work	Solid Waste Trust Fund	\$70,000
Lock It Up! Program	Drug Drop Boxes for properly disposing of medications and prescription drugs at Law Enforcement offices throughout the county. County of Fresno works in partnership with law enforcement agencies to promote this program.	FY 2019/20	Promote program through educational and outreach materials.		\$1,000
Recycling Market Development Zone Program	The RMDZ program combines recycling with economic development to fuel new businesses, expand existing ones, create jobs, and divert waste from landfills. The program provides loans, technical assistance, and product marketing to businesses that use recyclable materials to manufacture their products. The purpose of this loan program is to conduct individual market development activities that strengthen demand by manufacturers for the recyclable material collected by municipalities, private companies and others.	FY 2019/20	Branding and updating design of outreach and education materials for businesses and entrepreneurs.		\$5,000

Project Name/Topic	Project Description	Run Timeframe	Anticipated Tasks	Funding Source	Budget Amount
Oil/Oil Filter Recycling Program	Program develops and promotes alternatives to the illegal disposal of used oil by establishing a countywide network of collection centers and undertaking outreach efforts to inform and motivate the public to recycle used oil. Encourages appropriate disposal and recycling of used oil and oil filters.	FY 2019/20	Branding and updating design of outreach and educational materials for the residents of Fresno County. Includes list of network drop-off locations (CCC's).		\$ 5,000
Tire Amnesty Program	Tire Amnesty: Fresno County offers to unincorporated County residents the opportunity to dispose of used passenger tires at Tire Amnesty Drives that occur throughout the year. Residents are allowed to bring up to 9 tires. Amnesty events 1) allow citizens to bring waste tires to convenient locations for proper management up to twice per month per location or 2) can consist of a coupon program that allows citizens to bring in waste tires on specified days. Date-specific events for the public are not intended for the disposal of waste tires from waste tire generating businesses.	FY 2019/20	Branding and updating outreach and event materials for county residents. The development and distribution of educational materials and/or advertising of the amnesty events.		\$ 5,000
Tire Clean-up Program	Purpose: Each year Californians generate more than 48 million waste tires. An estimated 25,000 waste tires remain in stockpiles throughout California. These stockpiles pose a potential threat to public health, safety, and the environment. This program aims to reduce stockpiles in Fresno County and keep California clean.		Branding and updating design of outreach and educational materials for the residents of Fresno County.		\$ 5,000
Beverage Container CRV Program	Public education promoting beverage container recycling.	FY 2019/20	Branding and updating public education and outreach materials that include a beverage container-recycling component.		\$ 5,000
Recycling Program	The County has formed an ad hoc committee that includes jurisdictional representatives from the AB939 committee, including cities and haulers, and County Resources Staff to develop and initiate a coordinated outreach/education campaign that can be used throughout the county.		Branding and designing outreach/education materials. Assist staff in development of the campaign.	Solid Waste Trust Fund	\$ 2,000

Project Name/Topic	Project Description	Run Timeframe	Anticipated Tasks	Funding Source	Budget Amount
Exclusive Service Area Program (ESAP)	In 2006, the County of Fresno began contracting out the hauling of green waste, mixed recyclables and solid waste throughout the county in order to offset the amount of waste going to local area landfills. The County is currently divided into 14 territories and serviced by 10 solid waste and recycling haulers in an Exclusive Service Area Program (ESAP). This is the current mechanism used to reduce solid waste going to landfills. As a result, this has allowed the County of Fresno to meet state-mandated diversion goals per capita of 5 lbs. per person per day and per employment of 14.2 lbs. per person per day. As we continue forward, Fresno County along with other counties in California, are required to meet a state mandated 75% reduction of solid waste by 2020.	FY 2019/20	Branding and updating outreach and education materials		\$ 40,000
Green Waste & Organics	Promote infrastructure development for recycling manufacturing, composting, and anaerobic digestion facilities that divert more materials from landfills and reduce greenhouse gas emissions.	FY 2019/20	Branding and updating outreach & education materials		\$ 2,000
Non-Exclusive Waste Hauler Agreement (NEWHA)	On January 9, 2018, the Board of Supervisors adopted Ordinance Code Section 8.24 Non-Exclusive Waste Haulers Agreement Program, creating requirements for businesses that engage in commercial hauling of Solid Waste in the unincorporated areas of Fresno County on a non-exclusive basis. The Non-Exclusive Waste Haulers Agreement (NEWHA) Program requires that all solid waste haulers who collect discarded materials in volumes of 10 cubic yards or greater, be permitted and required to execute a NEWHA Agreement with Fresno County.	FY 2019/20	Branding and updating outreach and education materials		\$ 5,000

Project Name/Topic	Project Description	Run Timeframe	Anticipated Tasks	Funding Source	Budget Amount
Construction & Demolition Program	<p>California's Integrated Waste Management Act of 1989 (AB 939) requires cities and counties to reduce the amount of waste disposed of in landfills. The Local Government Construction and Demolition (C&D) Guide of 2002 (SB 1374) amended this act to include construction and demolition material.</p> <p>Beginning January 1, 2014 forward, County of Fresno permit applicants are required to submit a Waste Management Plan for approval prior to permit issuance for projects. At the end of a project, a Waste Log with supporting receipts is required prior to the issuance of the Certificate of Occupancy.</p> <p>Effective January 1, 2017, a minimum of 65% of all waste generated from a permitted project must be repurposed or recycled. The Waste Management Plan and Waste Log required as part of the County of Fresno's Construction and Demolition (C&D) Debris Recycling Program are designed to assist County compliance with this State mandate, and to provide builders with a means of documenting the waste reduction requirements included in the California Green Building Standards Code (CAL Green).</p>	FY 2019/20	Branding and updating outreach and education materials		\$ 2,000
Parks	<p>Fresno County has a variety of regional parks and landscaped areas. Regional recreational facilities include 12 parks, two fishing access areas and a boat-launch/parking facility at Shaver Lake.</p> <p>These areas are used for picnicking, fishing, hiking, jogging, bird watching, nature study, non-organized sports, barbecues, softball, soccer, volleyball, overnight camping, passive recreation and more.</p> <p>Additional facilities include scenic drives, County Service Areas, Liberty Veterans Cemetery and the County Cemetery.</p>	FY 2019/20	Branding and updating outreach and education materials		\$10,000

Project Name/Topic	Project Description	Run Timeframe	Anticipated Tasks	Funding Source	Budget Amount
Special Districts	<p>The Department of Public Works and Planning administers 129 County special districts through its Special District Administration section within its Resources Division. These 129 districts serve in excess of 30,000 residents throughout the unincorporated area of Fresno County.</p> <p>Special Districts has 39 County Service Areas, 6 Waterworks Districts, 5 Maintenance Districts, 1 Highway Lighting District, and 78 Road District Zones of Benefit.</p> <p>Services provided include one or more of the following: community water, community wastewater, street lighting, snow removal, storm drainage, structural fire protection, landscaping, refuse collection, park maintenance, wetlands monitoring, and road maintenance.</p> <p>Special District's staff operates 22 community water systems and 12 community wastewater systems that cover a 100 mile radius. Staff also provides direct water and wastewater services to approximately 7,262 residents within Fresno County and processes approximately 2.1 million gallons of potable water daily to these residents.</p>	FY 2019/20	Branding and updating design of outreach and educational materials		\$10,000
Landfill Operations	<p>The County of Fresno operates two disposal facilities for area residents. The American Avenue Disposal Site is the county's regional landfill located near the city of San Joaquin. This facility is able to accept all types of solid waste and recycling. In addition, the County of Fresno's Regional Household Hazardous Waste Facility is located here to drop off various chemicals and substances for safe disposal. The Shaver Lake Transfer Station is operated in partnership with the County of Fresno, Granite Solid Waste, and the US Forest Service.</p>	FY 2019/20	Branding and updating design of outreach and educational materials		\$10,000

Project Name/Topic	Project Description	Run Timeframe	Anticipated Tasks	Funding Source	Budget Amount
Road Maintenance and Operations	The Maintenance and Operations Division is responsible for preserving the existing public road system as a safe and efficient guideway for servicing private vehicles, public transit and commercial vehicles. Preservation is accomplished through road investigators continual police action for violations of ordinances and statutes, through permits for controlling quality of work within the road rights of way, through inspecting and construction by private developers of new roads offered as public roads and through performing general and specific maintenance functions to existing roadways which includes signing and striping of County maintained roads.	FY 2019/20	Branding and updating design of outreach and educational materials		\$50,000
					\$227,000

Name of Company: JP Marketing, A Division of Two Q, Inc.

Category 1 - Principals or Senior Management		
	Job Title	Hourly Rate
1.	President	\$112
2.	Subject Matter Consultant	\$112
3.	Director	\$112

Category 2 - Project Management		
	Job Title	Hourly Rate
1.	Account Manager	\$64
2.	Account Coordinator	\$64
3.	PR/Outreach/Social Media	\$64

Category 3 - Creative Arts / Layout / Design		
	Job Title	Hourly Rate
1.	Art Director	\$94
2.	Graphic Designer	\$94
3.	Web Designer	\$94
4.	Copy Writer	\$94
5.	Photographer	\$94
6.	Production Manager	\$94

Category 4 - Administration / Clerical		
	Job Title	Hourly Rate
1.	Billing Manager	\$62
2.	Admin Support	\$62

Category 5 - Media Buying		
	Job Title	Hourly Rate
1.	Media Buyer	\$0

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:	