



MARCUS DAWAL  
Chief Probation Officer

## ALAMEDA COUNTY PROBATION DEPARTMENT

P.O. Box 2059  
1111 Jackson Street  
Oakland, CA 94604-2059

January 23, 2024

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, California 94612

**SUBJECT: APPROVE A STANDARD SERVICES AGREEMENT WITH AUDACY CALIFORNIA, LLC. TO ADVERTISE THE JUVENILE INSTITUTIONAL OFFICER RECRUITMENT ON AUDIO AND DIGITAL PLATFORMS; PROCUREMENT CONTRACT NO. 26453; AMOUNT: \$99,999**

Dear Board Members:

### **RECOMMENDATION:**

Approve a Standard Service Agreement (Procurement Contract No. 26453) under Sole Source procurement with Audacy California, LLC. (Principal: Stacey Kauffman, Location: San Francisco) to provide advertising services for the Juvenile Institutional Officer recruitment on various audio and digital platforms for the period of 3/1/2024 – 5/31/2024, in the amount of \$99,999.

### **DISCUSSION/SUMMARY/FINDING:**

The Alameda County Probation Department (ACPD), Office of Human Resources (OHR) is continuing its recruitment outreach efforts for the Juvenile Institutional Officer (JIO) classification to fill over 75 vacancies within the department. As part of this effort, the department intends to conduct targeted recruitment advertising to maximize the number of qualified JIO applicants and advertise the department and the County as the employer of choice to start careers in law enforcement.

Advertising through Audacy California, LLC (Audacy), a wholly owned subsidiary of Audacy Operations, Inc., will provide maximum coverage and exposure to JIO candidates in the Bay Area. Audacy's proposed advertising plan includes 999 commercials resulting in 7,747,000 impressions over three months on several of its radio and digital platforms including Audio Streaming Ads on KGMZ: 95.7 The Game, KRBQ: 102JAMS (102.1), KITS: LIVE105 (105.3) and Display Audio Ads specifically targeting job seekers in the San Francisco Bay Area.

ACPD has done its due diligence in gathering information from advertisers in the Bay Area to determine the best course of action that would provide the department with maximum exposure to its intended audience for its recruitment campaign. Audacy's broadcast, digital media and advertising services will assist in reaching targeted audience and is cost effective.

**SELECTION CRITERIA/PROCESS:**

*Audacy is the sole manager of KGMZ: 95.7 The Game, KRBQ: 102JAMS (102.1), KITS: LIVE105 (105.3) advertising business operations. On January 10, 2024, General Services Agency (GSA) approved Sole Source No. 9658 and issued a finding memo of Non-Competitive Procurement–Item A. Single Source of Supply. The Office of Acquisition Policy has issued SLEB Waiver No. 9228, which expires on 5/31/2024.*

**FINANCING:**

Funding for this contract is included in ACPD's FY 2023-24 approved budget. There will be no increase in net County cost as a result of approving the above recommendation.

**VISION 2026 GOAL:**

Recruitment efforts meet the 10X goal pathways of **Employment for All** and a **Crime Free County** in support of the County's shared vision of a **Prosperous and Vibrant Economy** by creating employment opportunities for all residents.

Respectfully submitted,



Brian K. Ford  
Acting Chief Probation Officer

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of February 6, 2024, is by and between the County of Alameda, hereinafter referred to as the "County", and Audacy California, LLC, a wholly-owned subsidiary of Audacy Operations, Inc., hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain Radio and Digital Advertising Services which are more fully described in Exhibit A hereto ("Radio, Audio, and Digital Advertising Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Recruitment Advertising Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- |           |  |
|-----------|--|
| Exhibit A | Definition of Services                 |
| Exhibit B | Payment Terms                          |
| Exhibit C | Insurance Requirements                 |
| Exhibit D | Debarment and Suspension Certification |

The term of this Agreement shall be from March 1, 2024 through May 31, 2024.

The compensation payable to Contractor hereunder shall not exceed dollars \$99,999 (Ninety-Nine Thousand, Nine Hundred Ninety-Nine dollars) for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

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

COUNTY OF ALAMEDA

AUDACY CALIFORNIA, LLC

By: Nate Miley  
Signature

By: Stacey Kauffman  
DocuSigned by:  
E183473F78A2400...  
Signature

Name: Nate Miley  
(Printed)

Name: Stacey Kauffman  
(Printed)

Title: President of the Board of Supervisors

Title: Regional Vice President

Date: 2/21/2024

Date: 1/23/2024

Approved as to Form:  
Donna R. Ziegler, County Counsel

By: K. Joon Oh 1/23/2024  
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K. Joon Oh, Deputy County Counsel

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively

“Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor’s insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured. **[SEE ADDITIONAL PROVISIONS]**
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS’ COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement. **[SEE ADDITIONAL PROVISIONS]**
6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any



other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day. Addresses for purpose of giving notice are as follows:

**To County:** **ALAMEDA COUNTY PROBATION DEPARTMENT**  
1111 Jackson Street, 7<sup>th</sup> Floor  
Oakland, CA 94607  
Attn: Yingmin Chen

**To Contractor:** **AUDACY CALIFORNIA, LLC**  
850 Battery Street  
San Francisco, CA 94111  
Attn: Stacey Kauffman

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's

employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor. **[SEE ADDITIONAL PROVISIONS]**

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Radio/Digital Advertising Services shall not exceed \$999,999 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor is approved by County to participate in contract without SLEB participation (SLEB Waiver No. 9228, which expires on 05/31/2024). As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

**However, if circumstances or the terms of the contract should change,** Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California. **[SEE ADDITIONAL PROVISIONS]**
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval. **[SEE ADDITIONAL PROVISIONS]**
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively,

“Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

- 34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
- 35. **EXTENSION:** This agreement may be extended for up to an additional year by mutual agreement of the County and the Contractor.
- 36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

**ADDITIONAL PROVISIONS**

Revision to the General Terms and Conditions of this Agreement are hereby noted below.

3. INSURANCE AND BOND, has been modified and replaced by the following:

Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

5. WORKERS' COMPENSATION, has been modified and replaced by the following:

Intentionally omitted.

17. AUDITS; ACCESS TO RECORDS, has been modified and replaced by the following:

Upon reasonable request of the County, the Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may reasonably require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

23. CHOICE OF LAW, has been modified and replaced by the following:

This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.



30. SUBCONTRACTING/ASSIGNMENT, has been modified and replaced by the following:

Contractor warrants and represents that it is a national media company that engages and has pre-existing contracts with subcontractors in the ordinary course for the scheduling and airing of ads on its channels, including as examples, <https://www.wideorbit.com/>; <https://www.tritondigital.com/>; and <https://www.adswizz.com/>. Outside of subcontractors described in the previous sentence, Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County’s prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County’s prior written approval.
- c. Contractor shall require all such subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor’s compliance.
- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

Approved as to Form:

By: DocuSigned by:  
*K. Joon Oh* 1/23/2024  
...EFDCE3E661894A0...puty County Counsel

**EXHIBIT A**

**DEFINITION OF SERVICES**

- A. Contractor shall provide Alameda County Probation Department (ACPD) with radio, audio, and digital advertising services for Juvenile Institutional Officer recruitment set on this Exhibit A consisting of the following:
  - 1. This Exhibit A has been drafted to include the services contained in the proposal response of Contractor (Response), which is incorporated into this Agreement by this reference, and additional services that the County obtained through negotiations, if any.
  - 2. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.
  
- B. At minimum, the Contractor shall provide the following services:
  - 1. Radio Advertising
    - a. For the duration of March 1, 2024 to May 31, 2024, spanning a total of 13 weeks, Contractor shall produce and air 999 radio commercials across their San Francisco Bay Area radio stations: 95.7 The Game, 102JAMS, and LIVE105.
    - b. Contractor is obligated to adhere to the specifications and weekly radio schedule outlined in the respective tables below.

Product	Deliverables
<b>Radio: 95.7 The Game KGMZ</b> <i>Open and close sponsor mentions for BIG 3 Unplugged</i>	Brought-to-you-by name mention & :10 tag script
<b>Radio: 95.7 The Game KGMZ</b> <i>30-second commercials</i>	30-second script (85 words approximately)
<b>Radio: 95.7 The Game KGMZ</b> <i>Name mention and tagline in promotional announcements throughout the season</i>	Brought-to-you-by name mention & :10 tag
<b>Radio: 95.7 The Game KGMZ, 102JAMS, &amp; LIVE105</b> <i>15 second commercials</i>	15-second commercials 15-second script (45 words approximately)

Weekly Schedule			
Daypart	Duration	Number of Spots	Station
Monday-Thursday 0500-2000	:15 Seconds	10x TWIN	KRBQ #1 Throwbacks
Monday-Thursday 0500-2000	:05 Seconds	10x TWIN brought to you by	KRBQ #1 Throwbacks
Saturday-Sunday 0700-1900	:15 Seconds	8x Weekend	KRBQ #1 Throwbacks
Monday-Sunday 0600-0600	:15 Seconds	7x Rotators	KRBQ #1 Throwbacks
Monday-Friday 0500-2000	:15 Seconds	9x TWIN	KGMZ 957TheGame
Monday-Friday 0500-2000	:05 Seconds	9x TWIN brought to you by	KGMZ 957TheGame
Saturday-Sunday 0700-1900	:15 Seconds	9x Weekend	KGMZ 957TheGame
Monday-Sunday 0600-0600	:15 Seconds	9x Rotators	KGMZ 957TheGame
Monday-Friday 0500-2000	:15 Seconds	10x TWIN	LIVE105 Alternative
Monday-Friday 0500-2000p	:05 Seconds	10x TWIN brought to you by	LIVE105 Alternative
Saturday-Sunday 0700-1900	:15 Seconds	10x Weekend	LIVE105 Alternative
Monday-Sunday 0600-0600	:15 Seconds	10x Rotators	LIVE105 Alternative
<b>Total Per Week</b>		<b>111 Times Per Week</b>	
<b>March 1, 2024 – May 31, 2024 Totals</b>		<b>999x Total Commercials</b>	

2. Audio Advertising

- a. For the duration of March 1, 2024 to May 31, 2024, spanning a total of 13 weeks, Contractor shall produce and air 300,000 streaming audio commercials to listeners in San Francisco Designated Market Area (DMA) on Audacy App and Audacy.com.
- b. Contractor is obligated to adhere to the specifications outlined in the table below.

Product	Deliverables
Digital Audio: Streaming	30-second (85 words approximately) audio message across all devices and all platforms

3. Digital Advertising

- a. For the duration of March 1, 2024 to May 31, 2024, spanning a total of 13 weeks, Contractor shall include ACPD logo on all Big 3 Unplugged Video every week distributed through 95.7 The Game social media.
- b. For the duration of March 1, 2024 to May 31, 2024, spanning a total of 13 weeks, Contractor shall utilize deterministic location data and cross-device targeting to deliver 720,000 targeted display banners to job seekers in San Francisco Designated Market Area (DMA).
- c. For the duration of March 1, 2024 to May 31, 2024, spanning a total of 13 weeks, Contractor shall disseminate 327,000 targeted Over-The-Top (OTT) video ads across multiple streaming platforms.
- d. Contractor is obligated to adhere to the specifications outlined in the table below.

Product	Deliverables
Logo: Logo/Slate in BIG 3 Unplugged Video	Logo/Slate included on 95.7 The Game social media
Display: Banners	Display banner targeted to job seeker in SF DMA
OTT (Over-The-Top)	15/:30 video messages across different platforms alongside streaming content

***All three methods of advertising shall deliver 7,747,000 total impressions to San Francisco Bay Area audiences.***

C. Project Team:

- 1. Contractor project team will consist of the following Key Personnel, as applicable during the contract term:

Name	Title	Telephone	Email Address
Stacey Kauffman	Regional Vice President	(916) 339-4254	Stacey.kauffman@audacy.com
Meagan McCray	Sr. Account Executive, Sales.	(415) 672-1608	Meagan.mccray@audacy.com
Lindsay High	General Sales Manager	(925) 570-4729	Lindsay.high@audacy.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in

the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

D. Proof of Performance and Reporting:

1. Contractor shall meet with ACPD on a prearranged day each month to discuss monthly performance and present data for each advertising method: Radio Advertising, Audio Advertising, Digital Advertising.
2. Contractor shall prepare a PowerPoint presentation to illustrate impressions served v. ordered, clicks, CTR (click thru rate), video views, VCR (video complete rate), logo inclusions in the Big 3 Unplugged videos, and totals for radio commercials that aired.
3. Contractor shall provide optimization recommendations should there be versions of creative performing better than others, Contractor and ACPD will work together to make the necessary changes if needed.
4. Contractor shall present web visits generated within an 8-minute window of the radio commercial air times to illustrate ACPD's web traffic.
5. Upon ACPD's request, Contractor shall provide other reports or data associated with the advertisement of the JIO recruitment.



## EXHIBIT B

### PAYMENT TERMS

- A. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt, review, and approval of invoice.
1. Invoice shall be submitted on the following schedule:
    - a. \$33,333 – April 1, 2024
    - b. \$33,333 – May 1, 2024
    - c. \$33,333 – June 1, 2024

Send invoices electronically to [probfiscalinvoice@acgov.org](mailto:probfiscalinvoice@acgov.org) and a physical copy to the following address:

Alameda County Probation Department  
1111 Jackson Street, Suite 805  
Oakland, CA 94607  
Attn: Accounts Payable / Yingmin Chen

- B. Invoices will be reviewed for approval by the County, Probation Department.
- C. Total payment under the terms of this Agreement will not exceed the total amount of \$99,999. This cost includes all taxes and all other charges.
- D. Upon notice to proceed from County, Contractor shall perform all services under this Agreement in conformance with the schedule.



EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage and limits.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease



EXHIBIT D

COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Audacy California, LLC

PRINCIPAL: Stacey Kauffman TITLE: Regional Vice President

SIGNATURE:  DATE: 1/23/2024  
E183473F78A2400...





REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS

For Federal grant funds:

Procurements using Federal grant funds which prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller Office of Contract Compliance & Reporting (OCCR) prior to soliciting bids/proposals and awarding contracts. For further information contact OCCR at ACSLEBcompliance@acgov.org.

For ALL Requests over \$3,000 and for Non-Federal SLEB waivers:

Requests must be completed and submitted online. The automated SLEB waiver requests can be found under the "For Work" section. See "Online SLEB Waiver Request". Complete #1-#9 below, complete #10 if over \$100,000 (First Source applies). Attach supporting documentation including 2 quotes or approved Sole Source/Piggybacks (must have both the Questionnaire and Finding Memo).

For questions, or if you are unable to access/log in to the automated system, you can contact OAP at gsa-oapslebwaivers@acgov.org.

SLEB Waivers:

Procurement Policy and Procedures Overview (https://alcoweb.acgov.org/gsaapps/slebwaiver/ppp.htm)

PO Checklist (https://alcoweb.acgov.org/gsaapps/slebwaiver/po.htm)

SLEB Waiver Numbers will be issued as required to enter a Procurement Contract in ALCOLINK. Processed SLEB waivers will receive an automated email from OAP.

NOTE: All questions require a complete response. Enter "N/A" or "None", etc., as applicable. Do not leave blank lines.

1. Please check appropriate box and complete department/contact information below.

Form with checkboxes for 'Requesting Department' and 'GSA Procurement managing the competitive process'. Includes fields for Department (Probation), Primary Contact (Yingmin Chen), Secondary Contact, GSA Procurement/Auditor, Contact Name (GSA-Buyer), and Telephone numbers ((510)268-7670 and (510)208-9600).

2. Recommended Vendor: Audacy Operations, Inc. PO#: N/A, REQ#: N/A. Country: United States

Street: 2400 Market Street, 4th Fl. City: Philadelphia State: PA Zip: 19136

3. Procurement Type (check all appropriate boxes below): [X] New Contract, [ ] Renewal, [ ] Contract Amendment-Term, [ ] Contract Amendment-, [ ] Othe

4 Total PO/Contract Value (including increase, \$99999.00 ; Increase Value (if \$0.00

5. **Goods/Services Procurement Description:**

Radio and digital marketing advertising services for job recruitment.

6. **Brief explanation of why goods/services are**

Audacy will provide radio and digital marketing advertising to promote employment opportunities within Alameda County Probation Department (ACPD).

7. **Date Goods/Services Needed:**

03/01/2024

a. **What are the consequences if the date goods/services needed is**

Delay in hiring necessary and sufficient staffing for juvenile facilities of ACPD.

8. **Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:**

Probation Department requires advertising services to advertise hiring opportunities through Audacy's radio and digital platforms, ensuring that the recruitment message reaches job seekers of San Francisco Bay Area.

9. **IF APPLICABLE:**  **New Sole Source submitted to Procurement**

**OR Existing Approved Exception on**

**OR Not**

10. **Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor(s),**

Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section

a. Sole Source #9658

b. N/A

c. N/A

**Supporting Documents:**

SS 9658 FM Audacy Inc signed.pdf

Audacy BL Draft.pdf

AC Probation  
Department\_Audacy\_Integrated  
Recruitment Proposal\_Dec-  
Feb\_11.29.2023 (1).pdf  
ACProbationDep\_Audacy\_Deliverables  
Kit\_12.12.2023.pdf

11 **If the contract is over \$100,000, is the recommended vendor able to comply with the First Source**

Yes:

No:

If No,

Expedite  (Check this box to expedite processing)

12. Department Certification: I certify to the accuracy of the preceding statements,

NASAEPHA

Signature of Agency/Department Head  
or Designee or GSA Procurement Manager (if GSA Procurement managed the

Nai Saepanh

Print Name

01/11/2024

Date

---

OAP to complete below:

A. Request Approved:

Waiver Valid Through:

05/31/2024

SLEB Waiver Number:

9228

Reason:

VI-A - Single Source of Supply

B. Request Denied:

Reason:

C. Disregard:

Reason:

D. Other:

Reason:

JACKERMAN

Signed by GSA-Office of Acquisition Policy (Required)

01/12/2024

Date

\*Primary Requestor - Main Contact \*\*Secondary Requestor - Backup Contact

**CONTRACT SUMMARY**  
**JUVENILE INSTITUTIONAL OFFICER RECRUITMENT ADVERTISEMENT**  
**PROCUREMENT CONTRACT NO. 26453**  
**MARCH 1, 2024 – MAY 31, 2024**

<b>Vendor</b>	<b>Location</b>	<b>Dollar Value of Contract Award</b>	<b>Small and Local Participation</b>	
			<b>Percentage</b>	<b>Dollar Amount</b>
<i>Audacy California, LLC</i> <i>Principal: Stacey Kauffman</i> <i>SLEB Waiver No. 9228</i> <i>Expiration: 5/31/2025</i>	<i>850 Battery Street</i> <i>San Francisco, CA 94111</i>	<i>\$99,999</i>	<i>Waived</i>	<i>Waived</i>