

AGREEMENT

THIS CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **OFFICE FOR SAFE AND HEALTHY NEIGHBORHOODS**, herein referred to as **“METRO GOVERNMENT”**, and **OUTFRONT MEDIA LLC**, with offices located at 185 Highway 46, Fairfield, New Jersey 07004, herein referred to as **“CONTRACTOR”**,

WITNESSETH:

WHEREAS, the Metro Government is in need of media billboards and a mobile network to promote its Trauma Resilient Community Campaign; and

WHEREAS, the Contractor has been determined by the Metro Government to be sole source to provide these services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Contractor shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Contractor’s work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Contractor, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Contractor. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Contractor needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Contractor shall notify the proper agent of the Metro Government of this need and

arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Contractor shall include but not be limited to the following:

1. Those described on Attachment A attached hereto and incorporated herein.

II. FEES AND COMPENSATION

A. Contractor shall be reimbursed for professional services rendered according to the terms of this Agreement as described on **Attachment A**. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Contractor's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Contractor's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Contractor shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this

contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Contractor, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin May 1, 2021 and shall continue through and including September 29, 2022.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall

terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Contractor of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or

capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS CLAUSE AND INSURANCE REQUIREMENTS

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract. Contractor shall comply with the insurance requirements attached hereto and fully incorporated herein as **Attachment B**.

VII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor

further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

The Contractor, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation

therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XII. OCCUPATIONAL HEALTH AND SAFETY

Contractor agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. Contractor also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Contractor performs work under this Agreement. Contractor agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XV. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVI. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Contractor shall reveal any final determination of a violation by the Contractor or

subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

XIX. REQUIRED FEDERAL TERMS As the funding for this Contract is partly federal, Contractor shall comply with the required federal contract terms attached hereto and fully incorporated herein as Attachment C.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND LEGALITY CONTINGENT UPON METRO COUNCIL APPROVAL OF THE APPROPRIATION FOR THIS AGREEMENT:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

DocuSigned by:
Paul Rutherford
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

DocuSigned by:
Amber Burns-Jones
AMBER BURNS-JONES, ASSISTANT DIRECTOR, OFFICE FOR SAFE AND HEALTHY NEIGHBORHOODS

Date: 6/8/2022

Date: 6/16/2022

DS
TN
6/9/2022

OUTFRONT MEDIA, LLC
DocuSigned by:
Mike J Sheehy
By: Mike J Sheehy

Title: Sales Director

Date: 6/16/2022

Taxpayer Identification No. (TIN): _____

Louisville/Jefferson County Revenue Commission Account No.: _____

ATTACHMENT A

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE

OUTFRONT Media billboards and mobile network are the ideal integrated media combination for Louisville Metro Government's Trauma Resilient Community Campaign, and its expansion for many reasons. Strategically, OOH/billboards and digital remain the overwhelmingly preferred ad formats today, anticipating double-digit growth in 2022 after similar levels of growth last year. As we emerge from the pandemic, billboards, in particular, have become increasingly relevant to consumers, and in turn, advertisers. In fact, consumer notice of Out-of-Home (OOH) advertising has grown almost 50% compared to pre-pandemic levels. Consumers are reveling in the opportunity to be out of their homes and outdoors again, with over 70% reporting increased awareness of and appreciation for OOH. Couple this with billboards' **superior ability to amplify the effectiveness of any digital buy**, and you have the foundation of a really smart media plan. After all, no other medium is a better primer for digital engagement than OOH, driving more online activity per ad dollar spent than TV, radio, print, and banner ads:

- Search: When OOH is added to the media mix, it **increases search's return on ad spend by 40%**.
- Social: OOH drives nearly **4x more social/digital activations** per ad dollar spent than any other media.
- Mobile: Consumers are **48% more likely to engage with a mobile ad** after being exposed to the same ad on OOH first.

Beyond these compelling statistics, OOH/billboards offer Louisville Metro Gov't. and its Trauma Resilient Communities Expansion campaign other benefits:

- Great company: Top advertisers invest heavily in OOH. In fact, Amazon, Google, Facebook, Apple, and Netflix spend between 15-25% of their ad budgets in OOH- because it works.
- OOH viewers are younger than the general US population. The highest indexing OOH demographic is A16-34, typically the most challenging segment for traditional media to reach. Among Gen Z and Millennials, 67% report seeing OOH ads reposted as social media.
- OOH delivers superior ROI. For every dollar spent on OOH, approx. \$5.97 in sales is generated, outperforming digital display, print, and radio.
- Two-thirds of OOH viewers, ages 16+, were prompted by an OOH ad to engage in an action on their smart phone, and 43% used their smartphone to research for a brand or service advertised in OOH media.

Since most consumers will turn online to learn more about mental health resources, the powerful combination of seeing Louisville Metro Government's TRC Expa campaign first on OUTFRONT billboards across their community, and then again on their mobile devices as they move through a targeted "geo-fence," will be the secret sauce that will drive ROI.

Here in Louisville, OUTFRONT Media has over 96% of the billboard inventory in the market, with over 1,500 units. From static and digital bulletins along all major highways, posters blanketing roadways across neighborhoods and communities, bus shelter advertising across the market, and Jr. Posters covering the West End, OUTFRONT has the necessary inventory to fully support Louisville Metro Gov't.'s TRC Expansion campaign. Moreover, with our award-winning Creative Services team here to provide vital assistance at no added cost, OUTFRONT has this effort covered. We are honored to partner on this worthwhile cause.

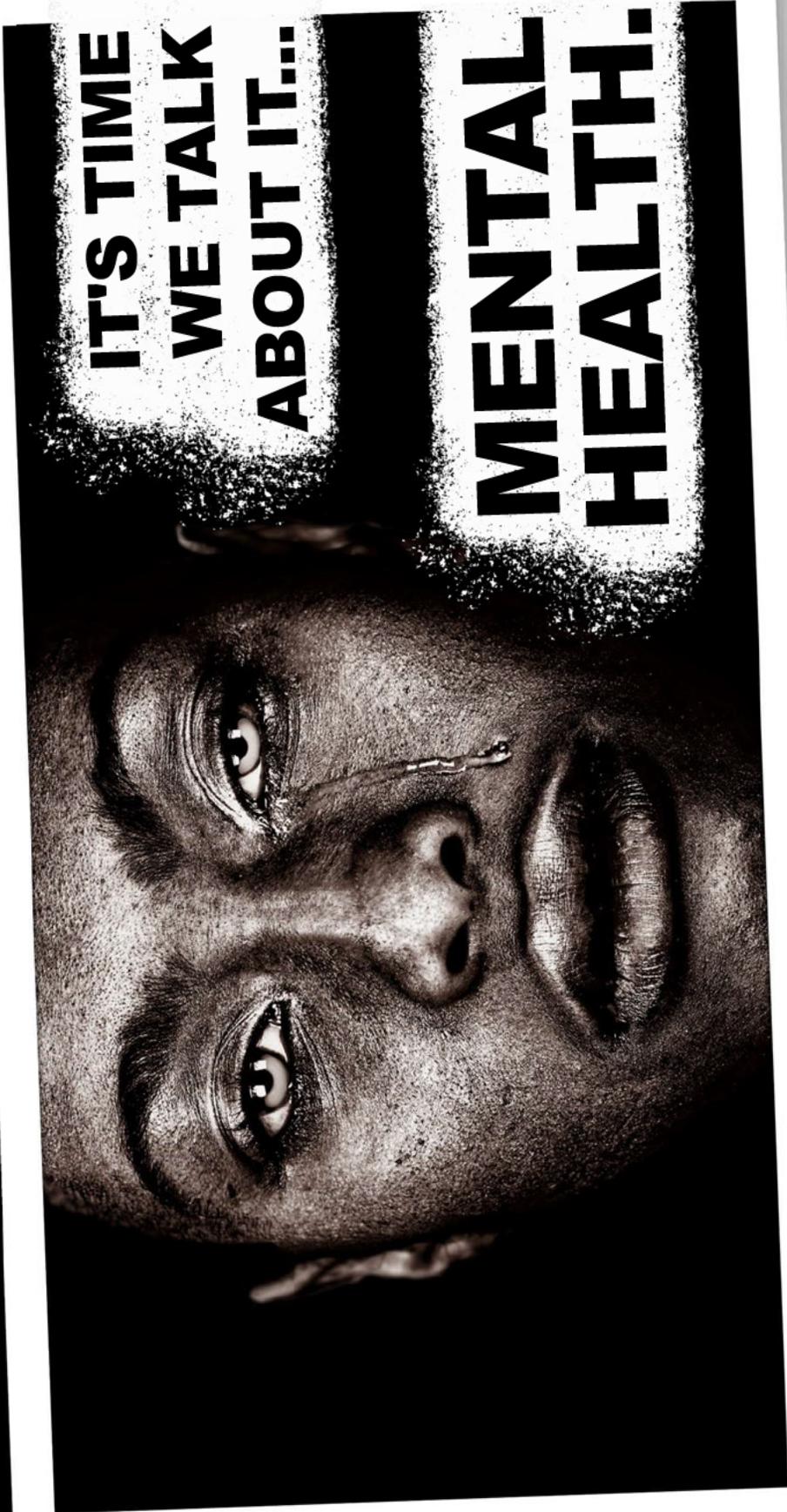
Vendor Name	Media	Inventory #	Location Description	Facing	Copy Size	BMP 18+ per 4-Week	Net Amount per 4-Week	Initial Install	Production Cost	Marketing Description	Start Date	End Date	Duration	Artwork Due Date	Material Due Date
CAMPAIGN OVERVIEW															
			1 Digital Bulletin (Rotary)		14"x18"	\$3,000.00	\$3,000.00				4/18/2022	7/10/2022	12 Weeks		
			1 Space Available Bonus-Digital Bulletin		14"x18"	\$0.00	\$0.00		\$500.00		7/11/2022	1/24/2022	2 Weeks		
			1 Static Bulletin (Rotary)		14"x18"	\$3,000.00	\$3,000.00		\$500.00		4/18/2022	7/10/2022	12 Weeks		
			1 Space Available Bonus-Static Bulletin		14"x18"	\$0.00	\$0.00		\$1,050.00		7/11/2022	1/24/2022	2 Weeks		
			12 Posters		10.5"x22.5"	\$6,000.00	\$6,000.00		\$3,000.00						
			3 Space Available Bonus-Posters		12 Posters	\$4,200.00	\$4,200.00		\$440.00						
			12 Posters		68.5"x47.5"	\$0.00	\$0.00		\$210.00						
			3 Space Available Bonus-Shoppers		N/A	\$8,500.00	\$8,500.00								
			Mobile Campaign- Proximity Based Geo-Targeted with 1,062,500 Impressions guaranteed				over campaign								
						\$57,100.00	\$57,100.00		\$2,900.00						
LOUISVILLE STATIC BULLETINS (Typically 14"x18") TENTATIVE LOCATION OPTIONS															
OUTFRONT Media	Bulletins	53480	I-64 @ 1814 Portland FW	W	14"x18"	937,344	\$2,200.00	\$0.00	\$700.00	This unit has a long read in a curve to eastbound traffic toward downtown. The heart of the city is approximately two miles ahead. Unit captures a lot of Horseshoe Casino traffic returning to Louisville from Southern Indiana.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bulletins	51630	I-64 @ 15th Street F/E	E	14"x18"	931,224	\$3,870.00	\$0.00	\$700.00	This unit has a long read and inbound traffic on I-64. The unit is usually close to the Horseshoe Riverboat Casino traffic from downtown Louisville. The unit is unusually close to the highway, making it impossible to miss.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bulletins	53070	I-65 @ Oak Street S/E F/S	S	14"x18"	1,716,180	\$6,000.00	\$0.00	\$700.00	Excellent right-hand read on I-65 heading toward downtown. Approximately one mile from the heart of the city. Close proximity to University of Louisville campus and Churchill Downs.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bulletins	53820	I-65 @ 1501 Preston FN	N	12"x40"	1,776,128	\$3,700.00	\$0.00	\$600.00	Excellent unobstructed left-hand read targeting southbound I-65 traffic. Very close proximity to University of Louisville campus (one-half mile) and Churchill Downs (one mile). The airport and Kentucky Expo Center are also nearby.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bulletins	56500	7249 Dixie Highway F/S	S	14"x18"	714,608	\$4,250.00	\$0.00	\$700.00	This is an excellent unit capturing Ford Motor Company and UPS Air Hub traffic. Very close proximity to both (within one-half mile). Stoplight traffic provides a very captive audience. Lots of retail nearby.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bulletins	56540	3221 Fern Valley Road FW	W	14"x18"	461,316	\$3,600.00	\$0.00	\$700.00	This unit has a long read on I-64 just west of downtown Louisville. Traffic is heading toward I-64 exchange and/or continuing on I-64 to Southern Indiana.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bulletins	75300	S/S I-64 @ 2028 Portland Avenue F/E	E	14"x18"	876,992	\$2,500.00	\$0.00	\$700.00	Excellent right-hand read during northbound traffic on I-65. Just south of the I-264 exchange. One-half mile from the Kentucky Expo Center and airport. Approximately three miles from Churchill Downs.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bulletins	50550	I-65 @ Grade Lane F/S	S	14"x18"	2,249,952	\$4,860.00	\$0.00	\$700.00	This unit captures southbound traffic on a heavy retail section of Preston Highway. Long read from a stoplight. Blue collar target. Close to a lot of distribution businesses. Close proximity to UPS Air Hub.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bulletins	50670	Preston @ Oaklawn FN	N	14"x18"	410,828	\$3,630.00	\$0.00	\$700.00	This unit has a great approach to traffic heading toward the airport and the Kentucky Exposition Center. A very unobstructed view for traffic approaching the I-264 exchange. The airport and Kentucky Expo Center are approximately one mile ahead. Very busy area for traffic.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bulletins	53720	I-65 @ 4325 Preston F/S	S	14"x18"	2,236,376	\$4,360.00	\$0.00	\$700.00	This unit is on the heavily traveled I-65 corridor from the airport to downtown, directly across from the Kentucky Exposition Center, near Churchill Downs and Papa John's Stadium (home to U of L Football). PRODUCTION REQUIREMENTS: Display Resolution: 720 x 208 pixels, File Format: Bitmap (.bmp) or Jpeg (.jpeg), Color space: RGB, 8 bits per channel, File Resolution: 720 dpi.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
LOUISVILLE DIGITAL BULLETINS (Typically 14"x18") TENTATIVE LOCATION OPTIONS															
OUTFRONT Media	Digital Bulletins	5725D	I-65 @ KY Expo Center F/S	S	14"x18"	1,127,164	\$5,400.00	\$0.00	\$0.00	This unit is on the heavily traveled I-65 corridor from the airport to downtown, directly across from the Kentucky Exposition Center, near Churchill Downs and Papa John's Stadium (home to U of L Football). PRODUCTION REQUIREMENTS: Display Resolution: 720 x 208 pixels, File format: Bitmap (Jump) or Jpeg (.jpeg), Color Space: RGB, 8 bits per channel, File Resolution: 72 dpi.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Digital Bulletins	5724E	I-65 @ KY Expo Center FN	N	14"x18"	914,108	\$5,400.00	\$0.00	\$0.00	This unit is on the heavily traveled I-65 corridor from downtown to the airport, directly across from the Kentucky Venue property, near Churchill Downs and Cardinal Stadium (home to U of L Football). PRODUCTION REQUIREMENTS: Display Resolution: 720 x 208 pixels, File format: Bitmap (Jump) or Jpeg (.jpeg), Color Space: RGB, 8 bits per channel, File Resolution: 72 dpi.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start

Vendor Name	Media	Inventory #	Location Description	Facing	Copy Size	IMP 18+ per 4-Week	Net Amount	Production Cost	Marketing Description	Start Date	End Date	Duration	Artwork Due Date	Material Due Date	
OUTFRONT Media	Digital Bulletin	5025E	I-65 @ Hill Street FIS	S	14"x18"	889,564	\$5,400.00	\$0.00	This unit has an excellent need for northbound traffic heading toward downtown from the airport. Very close proximity to University of Louisville. Close proximity to Churchill Downs. PRODUCTION REQUIREMENTS: Display Resolution: 720 X 208 pixels. File Format: Bmp (bmp) or Jpeg (jpeg). Color Space: RGB, 3 bits per channel. File Resolution: 72 dpi. Final Artwork Size: 720 wide x 208 high.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
LOUISVILLE STATIC POSTERS (Typically 10.5"x22.5") - TENTATIVE LOCATION OPTIONS															
OUTFRONT Media	Posters	12030	Bardstown 4806 FIS	S	10.5"x22.5"	288,472	\$1,000.00	\$0.00	Nice left-hand need targeting northbound traffic on Bardstown Road. Lots of retail nearby. Captive audience due to stoplights.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	8080	Market 2415 W FW	W	10.5"x22.5"	82,628	\$1,000.00	\$0.00	Nice left-hand need targeting the Portland area of west-end Louisville.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	12220	Bank Street 3136 FW	W	10.5"x22.5"	114,976	\$1,000.00	\$0.00	Right-hand need targeting eastbound traffic in the west end of Louisville. Primarily residential with retail nearby.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	970	Broadway W/O 7th FIE	E	10.5"x22.5"	285,872	\$1,000.00	\$0.00	Highly visible poster unit in downtown Louisville. Northbound traffic heading toward the heart of downtown.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	12890	Broadway 3400 W FW	W	10.5"x22.5"	129,556	\$1,000.00	\$0.00	Nice right-hand need targeting northbound traffic heading toward the heart of downtown.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	3200	Jefferson 1331 W FIE	E	10.5"x22.5"	93,728	\$1,000.00	\$0.00	Excellent right hand need on a high traffic surface street coming out of downtown Louisville to the west end.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	14250	2nd 562 N/O Chestnut F/N	N	10.5"x22.5"	58,904	\$1,000.00	\$0.00	Excellent unit targeting downtown Louisville near the business district and several major hospitals.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	8210	Oak & 15th FIE	E	10.5"x22.5"	303,536	\$1,000.00	\$0.00	Targets westbound traffic on Oak Street in the west end of Louisville.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	8820	Wilson 2705 F/N	N	10.5"x22.5"	94,044	\$1,000.00	\$0.00	Nice unit targeting north bound traffic Bon Wilson Ave. In the heart of the west-end.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	7800	Hill 640 W E/O 7th FIE	E	10.5"x22.5"	186,656	\$1,000.00	\$0.00	Exceptionally high-impresion unit just south of Old Louisville.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	1330	Cane Run 3631 F/N	N	10.5"x22.5"	90,932	\$1,000.00	\$0.00	This unit targets traffic on the west side of Louisville heading toward I-264 and Cane Run Road.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	6700	7th 3103 FIS	S	10.5"x22.5"	242,960	\$1,000.00	\$0.00	Great downtown poster in the heart of west end. Ideal for targeting the African American demographic.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	700	Berry 1727 FW	W	10.5"x22.5"	188,916	\$1,000.00	\$0.00	Highly visible poster near Churchill Downs and the University of Louisville campus.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	9990	Cane Run 4516 F/N	N	10.5"x22.5"	412,244	\$1,000.00	\$0.00	Exceptionally high-impresion poster targeting Louisville's West side.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	8560	Rocford 2519 FW	W	10.5"x22.5"	138,624	\$1,000.00	\$0.00	Unit targets eastbound traffic heading toward Dixie Highway.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	14700	Wil 5324 Dixie Hwy FIS FIS	S	10.5"x22.5"	741,028	\$1,000.00	\$0.00	Left hand need on busy Dixie Hwy. Unit targets West Louisville residents.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	9810	Greenwood 4533 FW	W	10.5"x22.5"	231,516	\$1,000.00	\$0.00	Nice right-hand need targeting northbound traffic from I-265 to the Outer Loop area. Lots of industry nearby.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	8160	New Cut S/O Outer Loop FIS	S	10.5"x22.5"	356,824	\$1,000.00	\$0.00	Nice right-hand need with a great approach. Lots of retail nearby.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	10760	Southside 7031 FIS	S	10.5"x22.5"	281,620	\$1,000.00	\$0.00	Great right hand need location capturing traffic heading east from I-65. This area offers heavy retail, including the Jefferson mall and Jefferson Commons.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	4160	Outer Loop 4013 W/O Preston FW	W	10.5"x22.5"	353,528	\$1,000.00	\$0.00	This high impresion unit is located just north of GE Appliances Park and south of Newburg Middle School.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	10050	Newburg W/O Heller FIS	S	10.5"x22.5"	282,864	\$1,000.00	\$0.00	Located near the busy intersections of Poplar Level Road and Fern Valley Road. Close proximity to the General Electric Plant.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	5230	Shepherdsville 6100 & Poplar Level F/N	N	10.5"x22.5"	351,440	\$1,000.00	\$0.00	Great left hand need poster capturing traffic heading toward I-65 and the Jefferson Mall.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	4090	Outer Loop 7813 FIE	E	10.5"x22.5"	147,804	\$1,000.00	\$0.00	Scale-impresion unit located just north of Jefferson Mall.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Posters	4830	Preston 6927 FIS	S	10.5"x22.5"	196,368	\$1,000.00	\$0.00	This unit captures eastbound traffic wesy of downtown Louisville.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Bus Shelters	4141AO	Market W/O 25th SW FW	W	68.5"x47.5"	77,916	\$750.00	\$0.00	Nice left-hand need targeting westbound traffic in the west end of the city. Neighborhood target. Nice right-hand need targeting traffic in the west end. Headed toward the heart of downtown. Within a short distance of the heart of downtown.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Bus Shelters	4422BO	Broadway & Cecil FIE	E	68.5"x47.5"	111,300	\$750.00	\$0.00	Excellent shelter to target audience in the Park DuValle area.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Bus Shelters	4422AO	Broadway & Cecil FW	W	68.5"x47.5"	11,224	\$750.00	\$0.00	Nice right-hand need targeting traffic heading into the west end of downtown. Spotlight traffic provides a captive audience.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Bus Shelters	4453BO	E/O 28th N/O Dumesnil F/N	N	68.5"x47.5"	*	\$750.00	\$0.00	Nice unit targeting the west end of Louisville. Located near a large retail area.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Bus Shelters	4441AO	N/L Broadway E/O 15th Street FIE	E	68.5"x47.5"	*	\$750.00	\$0.00	This shelter is located on the Dixie Hwy. corridor and is visible to auto, transit, pedestrian, retail and residential traffic.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Bus Shelters	4423AO	Broadway W/O 22nd Street SIS FW	W	68.5"x47.5"	125,276	\$750.00	\$0.00		4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	
OUTFRONT Media	Bus Shelters	4420AO	Dixie at Oak F/N	N	68.5"x47.5"	*	\$750.00	\$0.00		4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start	

Vendor Name	Media	Inventory #	Location Description	Facing	Copy Size	BMP 18+ per 4-Week	Net Amount per 4-Week	Initial Install	Production Cost	Marketing Description	Start Date	End Date	Duration	Artwork Due Date	Material Due Date
OUTFRONT Media	Bus Shelters	4420B0	Diole at Oak F/S	S	68.5"x47.5"	* \$750.00	\$750.00	\$0.00	\$75.00	New shelter unit located in the heart of the Park Hill neighborhood.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4343A0	Diole Highway 2201 & Wathen F/S	S	68.5"x47.5"	253,756	\$750.00	\$0.00	\$75.00	High-impresion shelter located in the heart of Shawville.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4316B0	4th & Winkler SW F/S	S	68.5"x47.5"	415,036	\$750.00	\$0.00	\$75.00	Nice unit located within very close proximity to Churchill Downs. Lots of heavy traffic as well as	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4367B0	3rd & Central F/N	N	68.5"x47.5"	94,944	\$750.00	\$0.00	\$75.00	Nice unit targeting southeast traffic south of the downtown area and in close proximity to Churchill Downs. Lots of industry nearby.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4363B0	Taylor Blvd @ Carlisle F/N	N	68.5"x47.5"	*	\$750.00	\$0.00	\$75.00	Nice unit targeting southeast traffic south of the downtown area and in close proximity to Churchill Downs. Lots of industry nearby.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4320A0	3rd Street & Whitney F/S	S	68.5"x47.5"	226,660	\$750.00	\$0.00	\$75.00	Safe unit targeting northeast traffic south of the downtown area. Lots of industry nearby.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4331B0	7th & Southland Terrace F/N	N	68.5"x47.5"	5,904	\$750.00	\$0.00	\$75.00	Excellent unit located in the heart of Shively, just east of Butler High School.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4379B0	7th Street Road & Berry Blvd F/N	N	68.5"x47.5"	143,960	\$750.00	\$0.00	\$75.00	Safe-impresion unit located just southwest of Churchill.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4448A0	Diole at Rockford Ln, F/N	N	68.5"x47.5"	*	\$750.00	\$0.00	\$75.00	Nice right hand read at a very busy intersection with the bus stop nearby.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4444B0	Diole at Heaton F/S	S	68.5"x47.5"	*	\$750.00	\$0.00	\$75.00	Diole Hwy, shelter located at a very busy intersection.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4454B0	Diole @ Home Depot SB F/S	S	68.5"x47.5"	*	\$750.00	\$0.00	\$75.00	Brand new shelter located directly in front of Home Depot in the PRP area.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4346B0	Churchman Avenue 4400 @ Jewish/St, Mary's Hospital F/S	S	68.5"x47.5"	860	\$750.00	\$0.00	\$75.00	This unit is located directly in front of Jewish/St. Mary's Hospital in Louisville's	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4341A0	Southside Drive & Kenwood Way F/S	S	68.5"x47.5"	88,812	\$750.00	\$0.00	\$75.00	Excellent unit to target Louisville's South End, and in particular, the Beechmont area.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4351B0	Outer Loop W/O New Cut Road F/N	N	68.5"x47.5"	65,704	\$750.00	\$0.00	\$75.00	Nice left-hand read located in a blue-collar area.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4372A0	Preston & Outer Loop NE F/S	S	68.5"x47.5"	565,648	\$750.00	\$0.00	\$75.00	Nice unit located at a very busy intersection. Stoplight traffic provides a very captive audience. Very congested area. Near residential and retail.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4358A0	W/L Preston Highway S/O Farm Valley F/N	N	68.5"x47.5"	312,044	\$750.00	\$0.00	\$75.00	Nice right-hand read shelter targeting heavy traffic on Preston Highway. Lots of retail, restaurants and residential nearby. Very close proximity to the Ford Motor Assembly plant and UPS Air Hub. Stoplight traffic provides a very captive audience.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4357A0	W/L Preston Highway S/O Indian Trail @ McDonalds F/N	N	68.5"x47.5"	214,648	\$750.00	\$0.00	\$75.00	Nice right-hand read shelter on Preston Highway heading south toward the Oklahoma area. Very congested area. Near lots of residential, restaurants and retail.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4337A0	Preston & Pigeon Pass F/S	S	68.5"x47.5"	218,328	\$750.00	\$0.00	\$75.00	Safe-impresion unit located right in front of popular Popeye's Chicken on lower Preston Hwy.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4348B0	Bishop Lane S/O Newburg Road F/W	W	68.5"x47.5"	127,692	\$750.00	\$0.00	\$75.00	Nice left-hand read targeting traffic heading toward I-264. Close proximity to a large industrial park.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4253A0	Ruckriegel Parkway @ Billtown Road F/S	S	68.5"x47.5"	17,224	\$750.00	\$0.00	\$75.00	Nice right-hand read in the Jefferson town area of Louisville. Near lots of residential.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4318A0	Shepherdsville & Outer Loop NE F/S	S	68.5"x47.5"	183,624	\$750.00	\$0.00	\$75.00	Nice right-hand read near a busy intersection. Close proximity to General Electric Appliance Park. Residential and retail areas nearby.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start
OUTFRONT Media	Bus Shelters	4242B0	Godsmith Ln & Brooklawn Ctr F/W	W	68.5"x47.5"	57,340	\$750.00	\$0.00	\$75.00	Nice left-hand read shelter within close proximity to Bardstown Road. Located near a residential area.	4/18/2022	7/24/2022	12 Weeks	3 Weeks prior to Start	2 Weeks prior to Start

* The BMP / D.E.C. values have been updated on a TAB flash report and is not reflected on <http://es.geopath.org/>. To account for scheduled maintenance, downtime, outages, and other disruptions to digital displays, OUTFRONT will be deemed to have met its obligations to a advertiser by displaying advertising copy for at least 92.5% of display time set forth in the applicable advertising contract, subject to certain exceptions and additional details described at <https://www.outfrontmedia.com/resources/positioning-standards>.

DocuSign Envelope ID: 39FA2680-2176-4AA8-8FEF-80EF41B57B63



**IT'S TIME
WE TALK
ABOUT IT...**

**MENTAL
HEALTH.**



OFFICE FOR
SAFE AND HEALTHY
NEIGHBORHOODS

ATTACHMENT B – INSURANCE REQUIREMENTS

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

5.2 INSURANCE REQUIREMENTS

A. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

B. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

C. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum

limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. **WORKERS' COMPENSATION** (if applicable): insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.
3. **AUTOMOBILE LIABILITY:** insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
4. **PROFESSIONAL LIABILITY** (Errors and Omissions Liability): insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, and \$2,000,000 aggregate limit. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

E. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the

Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.
5. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

ATTACHMENT C – REQUIRED FEDERAL TERMS

**LOUISVILLE METRO GOVERNMENT
REQUIRED FEDERAL CONTRACT TERMS**

Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Louisville Metro Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Certification Regarding Telecommunications Services, Equipment and Systems.

Contractor certifies and confirms that no Services provided, supplied, installed or utilized under this Contract constitute telecommunications services, equipment or systems prohibited under the Uniform Guidance 2 C.F.R. 200.216. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Contract, Contractor shall immediately inform Louisville Metro Government in writing. Louisville Metro Government may treat such occurrence as an event of default under this Contract and Louisville Metro Government may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost or take such other actions.

DocuSigned by:

08E7FC67DC5449D

Signature of Contractor’s Authorized Official

Mike J Sheehy Sales Director

Name and Title of Contractor’s Authorized Official

6/16/2022

Date

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1.

Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Domestic preferences for procurements.

Louisville Metro Government strongly encourages the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) by contractors. (2 CFR § 200.322)

For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Access to Records

Contractor agrees to provide the Purchaser, the United States granting agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the United States granting agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.

- a. TITLE VI The Metro Government and Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.
- b. ALL FEDERAL: Contractor's Unique ID Number  Apply at Sam.gov

Davis-Bacon Act

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

Copeland Anti-Kickback Act

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**Anti-Lobbying Certificate for
Contracts, Grants, Loans and Cooperative Agreements**

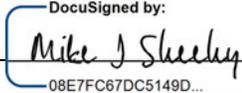
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company OUTFRONT

Print Name Mike J Sheehy Title Sales Director

Signature  Date 6/16/2022
08E7FC67DC5149D...

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

OUTFRONT

Business Entity Name

PLEASE MARK ONE:

I hereby certify that, as of 6/16/2022, to the best of my knowledge and belief, OUTFRONT, and its principals are not presently debarred, suspended, proposed for debarment declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

I am unable to certify to any of the statements in this certification and an explanation is hereby attached.

DocuSigned by:

Mike J Sheehy

08E7FC67DC5149D...

Signature of Authorized Representative

Mike J Sheehy

Printed Name of Authorized Representative

Sales Director

Title, Role or Capacity of Authorized Representative

6/16/2022

Date