

**AGREEMENT WITH
AT&T MEDIA SERVICES
FOR
CABLE ADVERTISING CAMPAIGN**

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AT&T MEDIA SERVICES, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Environmental Health Services; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide rotating 30 second Used Oil and Stormwater commercials on AT&T Media Services programming. Packages will include targeting various sectors of the population. Marketing will also include targeting sporting events and other demographic populations. Contractor will customize any new Used Oil and Stormwater spots. Contractor will air commercials for the contract term of September 2, 2002 through August 31, 2005 as further delineated in Paragraph 12 hereto.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED EIGHTY THOUSAND (\$180,000) for the contract term (consisting of the First, Second and Third Contract Terms as defined hereinafter).

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule C and incorporated herein. Depending upon market fluctuations, Contractor may increase the cost of the media schedule reflected in Schedule C up to 15% from year to year during the contract Term. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule C be increased to the extent that the maximum County

obligation shall exceed the total specified in Paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor and County shall indemnify and save harmless each other, their officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor or County, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of Contractor or County, their officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County or Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor and County to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Non-Discrimination

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

6. **Equal Benefits**

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance that prohibits contractors from discriminating in the provision of employee benefits between and employee with a domestic partner and an employee with a spouse.

7. **Assignments and Subcontracts**

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement. Notwithstanding the foregoing, Contractor may assign this Agreement to any future or present affiliate of Contractor, or other entity controlling or controlled by Contractor, without the written consent of the Director of Health Services.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. **Amendment of Agreement**

This Agreement, and the attachments hereto, is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. **Records**

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of two (2) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. **Compliance with Applicable Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. **Interpretation and Enforcement**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
San Mateo County Environmental Health
Attn: Susan Hiestand
455 County Center, 4th Floor
Redwood City, CA 94403

or to such person or address as County may, from time to time, furnish to Contractor.

- 2) In the case of Contractor, to:
AT&T Media Services
Attn: Georgina Fox
1633 Bayshore Boulevard, Ste. 360
Burlingame, CA 94010

With a copy to:
AT&T Broadband
Attention: Legal Department
PO Box 5147
San Ramon, CA 94583

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, and the interpretation and performance of this Agreement, shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from September 2, 2002 through August 31, 2005 and shall be broken down roughly as follows:

First Contract Term: September 2, 2002 – August 31, 2003
Second Contract Term: September 1, 2003 – August 31, 2004
Third Contract Term: September 1, 2004 – August 31, 2005

This agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

AT&T MEDIA SERVICES

By: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

By: _____


Date: _____

Date: 8/29/02

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments specified in Schedule C, Contractor shall perform the services described below in a manner consistent with the terms and provisions of this Agreement:

- Contractor will run rotating 30 second Used Oil and Stormwater commercials on AT&T Media Services programming. Packages will include targeting various sectors of the population including adult men and women. Marketing will also include targeting sporting events and other demographic populations.
- Contractor will air at least 10,000 commercials during each Contract Term as defined in the Agreement. The number of commercials aired during the Second and Third Contract Terms shall depend upon the media schedule negotiated prior to the commencement of that particular Contract Term.
- At the request of County, Contractor will customize any new Used Oil and Stormwater spots with a voice-over or the County logo as appropriate.

COUNTY RESPONSIBILITIES (Designated County Agency - Health Services / Environmental Health Division):

- County shall provide the following:
 - Guidance to the contractor regarding the target audience.
 - Research commercials that are available for statewide pollution prevention programs.

SCHEDULE B

AMOUNT AND METHOD OF PAYMENT

In full consideration of the work to be performed by the Contractor and subject to the provisions of Paragraph 2A of this agreement, and the attached Schedule C, County shall pay Contractor in the manner described below.

Contractor shall submit monthly invoices detailing the commercials run, the channels, and the price of each commercial to the County for reimbursement. Contractor will provide separate billing for the Used Oil and Stormwater portions of their services. Upon approval of invoices, County shall reimburse the Contractor for the services provided.

AT&T MEDIA SERVICES

2002

Contact:
Georgina Fox

Client: San Mateo County Health Services Division
Buyer: Susan Hlestand
Flight Dates: 9/2/2002 8/31/2003 51 Week Schedule

AT&T Media Services
1633 Bayshore Highway
Burlingame, CA 94010
(650) 652-0440 - Fax: (650) 652-0458

69,800 Households in
* (NOR) North Peninsula Sub Zone

Spot Length: 30 sec

		9/2/2002	to	8/31/2003					
Network	Dates	Daypart	Days	Description	Freq/Week	Unit Price	# Spots	Extended Cost	
NOR	BET	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	3.00	102	\$306.00
NOR	BET	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	5.00	51	\$255.00
NOR	BET	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	6.00	51	\$306.00
NOR	CNBC	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	23.00	102	\$2,346.00
NOR	CNBC	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
NOR	CNN	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	3.00	102	\$306.00
NOR	CNN	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	8.00	51	\$408.00
NOR	CNN	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	12.00	51	\$612.00
NOR	COURT TV	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	3.00	102	\$306.00
NOR	COURT TV	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	5.00	51	\$255.00
NOR	COURT TV	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	6.00	51	\$306.00
NOR	COURT TV	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
NOR	EI	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	5.00	102	\$510.00
NOR	EI	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	8.00	51	\$408.00
NOR	EI	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	13.00	51	\$663.00
NOR	EI	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
NOR	ESPN	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
NOR	FOX SPORTS	9/2/2002 to 8/31/03	6A-9A	M-Sun	Early Morning Rotators	1	5.00	51	\$255.00
NOR	FOX SPORTS	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	6.00	102	\$612.00
NOR	FOX SPORTS	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	18.00	51	\$918.00
NOR	FOX SPORTS	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
NOR	FX	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	5.00	102	\$510.00
NOR	FX	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	18.00	51	\$918.00

NOR	FX	to 8/31/03 9/2/2002	12M-2A	M-Sun	Late Night Rotators	2	3.00	102	\$306.00
NOR	HEADLINE NEWS	to 8/31/03 9/2/2002	9A-4P	M-Sun	Daytime Rotators	2	6.00	102	\$612.00
NOR	HEADLINE NEWS	to 8/31/03 9/2/2002	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
NOR	HEADLINE NEWS	to 8/31/03 9/2/2002	12M-2A	M-Sun	Late Night Rotators	2	3.00	102	\$306.00
NOR	INT'L	to 8/31/03 9/2/2002	6A-9A	M-Sun	Early Morning Rotators	1	2.00	51	\$102.00
NOR	INT'L	to 8/31/03 9/2/2002	9A-4P	M-Sun	Daytime Rotators	2	3.00	102	\$306.00
NOR	INT'L	to 8/31/03 9/2/2002	4P-7P	M-Sun	Early Fringe Rotators	1	5.00	51	\$255.00
NOR	INT'L	to 8/31/03 9/2/2002	7P-12M	M-Sun	Prime Rotators	1	6.00	51	\$306.00
NOR	INT'L	to 8/31/03 9/2/2002	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
NOR	INT'L	to 8/31/03 9/2/2002	12M-2A	M-Sun	Late Night Rotators	2	2.00	102	\$204.00
NOR	SCI-FI	to 8/31/03 9/2/2002	6A-9A	M-Sun	Early Morning Rotators	1	2.00	51	\$102.00
NOR	SCI-FI	to 8/31/03 9/2/2002	9A-4P	M-Sun	Daytime Rotators	2	2.00	102	\$204.00
NOR	SCI-FI	to 8/31/03 9/2/2002	4P-7P	M-Sun	Early Fringe Rotators	1	3.00	51	\$153.00
NOR	SCI-FI	to 8/31/03 9/2/2002	7P-12M	M-Sun	Prime Rotators	1	5.00	51	\$255.00
NOR	SCI-FI	to 8/31/03 9/2/2002	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
NOR	SCI-FI	to 8/31/03 9/2/2002	12M-2A	M-Sun	Late Night Rotators	2	2.00	102	\$204.00
NOR	CARTOON	to 8/31/03 9/2/2002	6A-9A	M-Sun	Early Morning Rotators	1	3.00	51	\$153.00
NOR	CARTOON	to 8/31/03 9/2/2002	9A-4P	M-Sun	Daytime Rotators	2	5.00	102	\$510.00
NOR	CARTOON	to 8/31/03 9/2/2002	4P-7P	M-Sun	Early Fringe Rotators	1	6.00	51	\$306.00
NOR	CARTOON	to 8/31/03 9/2/2002	7P-12M	M-Sun	Prime Rotators	1	10.00	51	\$510.00
NOR	CARTOON	to 8/31/03 9/2/2002	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
NOR	CARTOON	to 8/31/03 9/2/2002	12M-2A	M-Sun	Late Night Rotators	2	2.00	102	\$204.00
Subtotal								3111	\$16,014.00

(NOR) North Peninsula Sub Zone

Brisbane
Colma
Daily City
Millbrae
Pacifica
San Bruno
South San Francisco

Total Spots 3111
Cost Per Spot \$5.15
Spots Per Week 61
Week Schedule
Cost Per Week \$314.00

Cost of Spots \$16,014.00
Net Subtotal \$16,014.00
Total Investment \$16,014.00

AT&T MEDIA SERVICES

2002

Contact:
Georgina Fox

Client: San Mateo County Health Services Division
 Buyer: Susan Hiestand
 Flight Dates: 9/2/2002 8/31/2003 51 Week Schedule

AT&T Media Services
 1633 Bayshore Highway
 Burlingame, CA 94010
 (650) 652-0440 - Fax: (650) 652-0456

98,000 Households In
 * (MID) MID Peninsula Sub Zone

Spot Length: 30 sec

	Network	Dates	Daypart	Days	Description	Freq/ Week	Unit Price	# Spots	Extended Cost
MID	BET	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	4.00	102	\$408.00
MID	BET	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	5.00	51	\$255.00
MID	BET	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	8.00	51	\$408.00
MID	CNBC	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	24.00	102	\$2,448.00
MID	CNBC	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
MID	CNN	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	4.00	102	\$408.00
MID	CNN	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	9.00	51	\$459.00
MID	CNN	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	12.00	51	\$612.00
MID	COURT TV	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	4.00	102	\$408.00
MID	COURT TV	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	5.00	51	\$255.00
MID	COURT TV	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	8.00	51	\$408.00
MID	COURT TV	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
MID	EI	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	5.00	102	\$510.00
MID	EI	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	9.00	51	\$459.00
MID	EI	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	14.00	51	\$714.00
MID	EI	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
MID	ESPN	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
MID	FOX SPORTS	9/2/2002 to 8/31/03	6A-9A	M-Sun	Early Morning Rotators	1	5.00	51	\$255.00
MID	FOX SPORTS	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	8.00	102	\$816.00
MID	FOX SPORTS	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	19.00	51	\$969.00
MID	FOX SPORTS	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
MID	FX	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	5.00	102	\$510.00
MID	FX	9/2/2002	7P-12M	M-Sun	Prime Rotators	1	18.00	51	\$918.00

MID	FX	9/2/2002 to 8/31/03	12M-2A	M-Sun	Late Night Rotators	2	4.00	102	\$408.00
MID	HEADLINE NEWS	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	8.00	102	\$816.00
MID	HEADLINE NEWS	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
MID	HEADLINE NEWS	9/2/2002 to 8/31/03	12M-2A	M-Sun	Late Night Rotators	2	4.00	102	\$408.00
MID	INT'L	9/2/2002 to 8/31/03	6A-9A	M-Sun	Early Morning Rotators	1	2.00	51	\$102.00
MID	INT'L	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	4.00	102	\$408.00
MID	INT'L	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	5.00	51	\$255.00
MID	INT'L	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	8.00	51	\$408.00
MID	INT'L	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
MID	INT'L	9/2/2002 to 8/31/03	12M-2A	M-Sun	Late Night Rotators	2	2.00	102	\$204.00
MID	SCI-FI	9/2/2002 to 8/31/03	6A-9A	M-Sun	Early Morning Rotators	1	2.00	51	\$102.00
MID	SCI-FI	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	2.00	102	\$204.00
MID	SCI-FI	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	4.00	51	\$204.00
MID	SCI-FI	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	5.00	51	\$255.00
MID	SCI-FI	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
MID	SCI-FI	9/2/2002 to 8/31/03	12M-2A	M-Sun	Late Night Rotators	2	2.00	102	\$204.00
MID	CARTOON	9/2/2002 to 8/31/03	6A-9A	M-Sun	Early Morning Rotators	1	4.00	51	\$204.00
MID	CARTOON	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	5.00	102	\$510.00
MID	CARTOON	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	8.00	51	\$408.00
MID	CARTOON	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	10.00	51	\$510.00
MID	CARTOON	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	2.00	51	\$102.00
MID	CARTOON	9/2/2002 to 8/31/03	12M-2A	M-Sun	Late Night Rotators	2	2.00	102	\$204.00
Subtotal								3111	\$17,952.00

(MID) MID Peninsula Sub Zone

Belmont Montara
 Burlingame Moss Beach
 El Granada Redwood City
 Foster City San Carlos
 Half Moon Bay San Mateo
 Hillsborough

Total Spots	3111	Cost of Spots	\$17,952.00
Cost Per Spot	\$5.77		
Spots Per Week	61		
Week Schedule		Net Subtotal	\$17,952.00
Cost Per Week	\$352.00	Total Investment	\$17,952.00

AT&T MEDIA SERVICES

2002

Contact:
Georgina Fox

Client: San Mateo County Health Services Division
 Buyer: Susan Hiestand
 Flight Dates: 9/2/2002 8/31/2003 51 Week Schedule

AT&T Media Services
 1633 Bayshore Highway
 Burlingame, CA 94010
 (650) 652-0440 - Fax: (650) 652-0456

28,100 Households in
 * (SOU) South Peninsula Sub Zone

Spot Length: 30 sec

9/2/2002 to 8/31/2003

	Network	Dates	Daypart	Days	Description	Freq/ Week	Unit Price	# Spots	Extended Cost
SOU	BET	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	3.00	102	\$306.00
SOU	BET	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	5.00	51	\$255.00
SOU	BET	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	6.00	51	\$306.00
SOU	CNBC	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	23.00	102	\$2,346.00
SOU	CNBC	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	1.00	51	\$51.00
SOU	CNN	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	3.00	102	\$306.00
SOU	CNN	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	8.00	51	\$408.00
SOU	CNN	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	11.00	51	\$561.00
SOU	COURT TV	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	3.00	102	\$306.00
SOU	COURT TV	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	5.00	51	\$255.00
SOU	COURT TV	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	6.00	51	\$306.00
SOU	COURT TV	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	1.00	51	\$51.00
SOU	EI	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	5.00	102	\$510.00
SOU	EI	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	8.00	51	\$408.00
SOU	EI	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	13.00	51	\$663.00
SOU	EI	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	1.00	51	\$51.00
SOU	ESPN	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	1.00	51	\$51.00
SOU	FOX SPORTS	9/2/2002 to 8/31/03	6A-9A	M-Sun	Early Morning Rotators	1	5.00	51	\$255.00
SOU	FOX SPORTS	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	6.00	102	\$612.00
SOU	FOX SPORTS	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	18.00	51	\$918.00
SOU	FOX SPORTS	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	1.00	51	\$51.00
SOU	FX	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	5.00	102	\$510.00
SOU	FX	9/2/2002	7P-12M	M-Sun	Prime Rotators	1	16.00	51	\$816.00

SOU	FX	9/2/2002 to 8/31/03	12M-2A	M-Sun	Late Night Rotators	2	3.00	102	\$306.00
SOU	HEADLINE NEWS	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	6.00	102	\$612.00
SOU	HEADLINE NEWS	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	1.00	51	\$51.00
SOU	HEADLINE NEWS	9/2/2002 to 8/31/03	12M-2A	M-Sun	Late Night Rotators	2	3.00	102	\$306.00
SOU	INT'L	9/2/2002 to 8/31/03	6A-9A	M-Sun	Early Morning Rotators	1	1.00	51	\$51.00
SOU	INT'L	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	3.00	102	\$306.00
SOU	INT'L	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	5.00	51	\$255.00
SOU	INT'L	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	6.00	51	\$306.00
SOU	INT'L	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	1.00	51	\$51.00
SOU	INT'L	9/2/2002 to 8/31/03	12M-2A	M-Sun	Late Night Rotators	2	1.00	102	\$102.00
SOU	SCI-FI	9/2/2002 to 8/31/03	6A-9A	M-Sun	Early Morning Rotators	1	1.00	51	\$51.00
SOU	SCI-FI	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	1.00	102	\$102.00
SOU	SCI-FI	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	3.00	51	\$153.00
SOU	SCI-FI	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	5.00	51	\$255.00
SOU	SCI-FI	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	1.00	51	\$51.00
SOU	SCI-FI	9/2/2002 to 8/31/03	12M-2A	M-Sun	Late Night Rotators	2	1.00	102	\$102.00
SOU	CARTOON	9/2/2002 to 8/31/03	6A-9A	M-Sun	Early Morning Rotators	1	3.00	51	\$153.00
SOU	CARTOON	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	5.00	102	\$510.00
SOU	CARTOON	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	6.00	51	\$306.00
SOU	CARTOON	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	1	10.00	51	\$510.00
SOU	CARTOON	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	1	1.00	51	\$51.00
SOU	CARTOON	9/2/2002 to 8/31/03	12M-2A	M-Sun	Late Night Rotators	2	1.00	102	\$102.00
Subtotal								3111	\$14,994.00

(SOU) South Peninsula Sub Zone

Alherton
East Palo Alto
Daly City
Marino Park
Stanford
Palo Alto

Total Spots 3111
Cost Per Spot \$4.82
Spots Per Week 61
Week Schedule
Cost Per Week \$294.00

Cost of Spots \$14,994.00
Net Subtotal \$14,994.00
Total Investment \$14,994.00

AT&T MEDIA SERVICES
2002
Contact:
 Georgina Fox

Client: San Mateo County Health Services Division
Buyer: Susan Hiestand
Flight Dates: 9/2/2002 8/31/2003 51 Week Schedule

AT&T Media Services
 1633 Bayshore Highway
 Burlingame, CA 94010
 (650) 652-0440 - Fax: (650) 652-0456

 195,900 Households In
 * (WBX) Peninsula Zone

Spot Length: 30 sec

9/2/2002 to 8/31/2003

	Network	Dates	Daypart	Days	Description	Freq/ Week	Unit Price	# Spots	Extended Cost
WBX	GALAVISION	9/2/2002 to 8/31/03	6A-9A	M-Sun	Early Morning Rotators	2	\$5	102	\$510.00
WBX	GALAVISION	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	1	\$10	51	\$510.00
WBX	GALAVISION	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	2	\$15	102	\$1,530.00
WBX	GALAVISION	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	2	\$25	102	\$2,550.00
WBX	GALAVISION	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	2	\$5	102	\$510.00
WBX	GALAVISION	9/2/2002 to 8/31/03	12M-2A	M-Sun	Late Night Rotators	2	\$5	102	\$510.00
WBX	FOX SPORT WORLD ESPANOL	9/2/2002 to 8/31/03	6A-9A	M-Sun	Early Morning Rotators	2	\$5	102	\$510.00
WBX	FOX SPORT WORLD ESPANOL	9/2/2002 to 8/31/03	9A-4P	M-Sun	Daytime Rotators	2	\$5	102	\$510.00
WBX	FOX SPORT WORLD ESPANOL	9/2/2002 to 8/31/03	4P-7P	M-Sun	Early Fringe Rotators	1	\$15	51	\$765.00
WBX	FOX SPORT WORLD ESPANOL	9/2/2002 to 8/31/03	7P-12M	M-Sun	Prime Rotators	2	\$20	102	\$2,040.00
WBX	FOX SPORT WORLD ESPANOL	9/2/2002 to 8/31/03	2A-6A	M-Sun	Overnight Rotators	2	\$5	102	\$510.00
WBX	FOX SPORT WORLD ESPANOL	9/2/2002 to 8/31/03	12M-2A	M-Sun	Late Night Rotators	2	\$5	102	\$510.00
Subtotal								1122	\$10,965.00

(WBX) Peninsula Zone

 North Peninsula
 Mid Peninsula
 South Peninsula

Total Spots	1122
Cost Per Spot	\$9.77
Spots Per Week	22
52 Week Schedule	
Cost Per Week	\$210.87

Cost of Spots	\$10,965.00
Net Subtotal	\$10,965.00
Total Investment	\$10,965.00

San Mateo County Health Services Division - Annual 2002 Summary Totals

Client: San Mateo County Health Services Division
 Buyer: Susan Hiestand
 Flight Dates: 12/31/2001 to 12/29/2002 52 Week Schedule

AT&T Media Services
 1633 Bayshore Highway
 Burlingame, CA 94010
 (650) 652-0440 - Fax: (650) 652-0456

Media Summary:

Spot Length: 30 sec

Flight Dates:	12/31/2001	to	12/29/2002	Spots	3111	Cost Per Spot	\$5.15
69,800 Households In				Cost Per Month	\$1,258.00	Spots Per Week	61
* (NOR) North Peninsula Sub Zone				Subtotal	\$16,014.00	Cost Per Week	\$314.00
98,000 Households In				Spots	3111	Cost Per Spot	\$5.77
* (MID) MID Peninsula Sub Zone				Cost Per Month	\$1,408.00	Spots Per Week	61
				Subtotal	\$17,952.00	Cost Per Week	\$352.00
28,100 Households In				Spots	3111	Cost Per Spot	\$4.82
* (SOU) South Peninsula Sub Zone				Cost Per Month	\$1,176.00	Spots Per Week	61
				Subtotal	\$14,994.00	Cost Per Week	\$294.00
195,900 Households In				Spots	1122	Cost Per Spot	\$9.77
* (WBY) Peninsula Zone				Cost Per Month	\$843.46	Spots Per Week	22
				Subtotal	\$10,965.00	Cost Per Week	\$210.87
TOTALS:							
				Spots	10455	Cost Per Spot	\$5.73
				Cost Per Month (Avg. 4wks)	\$4,683.46	Spots Per Week	496
				Subtotal Investment	\$59,925.00	Cost Per Week	\$1,170.87
				Total Investment	\$59,925.00		

Client Acceptance:

Date:

** All Contracts subject to approval by AT&T management. Contracts may only be canceled by two weeks prior written notice.
 Programming subject to change. This proposal is valid until July 31, 2002

COUNTY OF SAN MATEO
MEMORANDUM

DATE:

5/8
1/29/02

TO:

Priscilla Harris, Risk Manager

FROM:

Mary Jappan

FAX

PONY

SUBJECT:

Contract Insurance Approval

CONTRACTOR NAME:

AT + T Media Services

DO THEY TRAVEL:

PERCENT OF THE TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC):

COVERAGE:

Comprehensive General Liability

Motor Vehicle Liability

Professional Liability

Worker's Compensation

Amount

Approve

Waive

Modify

_____	_____	✓	_____
_____	_____	✓	_____
_____	_____	✓	_____
_____	_____	✓	_____

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

PONY EPS-163

SUBMIT TO RISK MANAGEMENT

-OR-

FAX 363-4864

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Bay Cable Advertising / Bay Area Interconnect DBA AT&T Media Services
Contact Person: Jason Gounaropoulos
Address: 1633 Bayshore Hwy, Suite 360
Phone Number: (650) 652-0440
Fax Number: (650) 652-0456

II Employees

Does the Contractor have any employees? ☒ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☒ Yes ☐ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- ☒ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
☐ No, the Contractor does not comply.
☐ The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 22nd day of July, 2007 at Burlingame,
CA (City)

[Signature]
(State) _____
Signature
Local Sales Manager
Title

Jason Gounaropoulos
Name (Please Print)
94-2851385
Contractor Tax Identification Number