

AMENDMENT TO THE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, 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, on September 10, 2002, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 1, Services to be Performed by Contractor, Paragraph 2, of the Original Agreement is hereby added to read as follows:

"In addition, Contractor, under the general direction of the Director of Health Services shall work in collaboration with the San Mateo County AIDS Program- Youth Social Marketing Campaign (SMCAP) staff to create and place one (1) thirty-second television advertisement. Contractor shall create the script, recruit and screen the talent needed, develop, edit and place the advertisement into rotation via Contractor's programming."

2. Section 2, Payments, of the Original Agreement is hereby amended to read as follows:

"2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall not exceed TWO HUNDRED TWENTY-THREE THOUSAND DOLLARS (\$223,000) for the contract term; ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) for services provided relative to the Used Oil and Stormwater spots, EIGHTEEN THOUSAND DOLLARS (\$18,000) for services provided relative to the SFSF

spot, and TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for services provided relative to the SMCAP spot.

B. Rate of Payment. For the Used Oil and Stormwater spots, 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 fifteen percent (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 for the Used Oil and Stormwater spots 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.

For the SFSF and SMCAP spots, the rate and terms of payment shall be as specified in Schedule B and incorporated herein. 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.”

3. Section 11, Interpretation and Enforcement, Paragraph A, of the Original Agreement is hereby amended to read as follows:

“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 for Used Oil and Stormwater spots, to:

San Mateo County Environmental Health
Attn: Susan Hiestand
455 County Center, 4th Floor
Redwood City, California 94063

- 2) In the case of County for SFSF spot, to:
San Mateo County Public Health
Attn: Edith Cabuslay
225 37th Avenue
San Mateo, California 94403
- 3) In the case of County for SMCAP spot, to:
San Mateo County AIDS Program
Attn: Nana Howton
225 37th Ave
San Mateo, CA 94403

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

- 4) In the case of Contractor, to:
AT&T Media Services
Attn: Georgina Fox
1633 Bayshore Boulevard, Suite 360
Burlingame, California 94010

With a copy to:

AT&T Broadband
Attn: Legal Department
P.O. Box 5147
San Ramon, California 94583

4. Section 12, Term of the Agreement, of the Original Agreement is hereby amended to read as follows:

“ 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 as follows:

For Used Oil and Stormwater spots:

First Contract Term: September 2, 2002 through August 31, 2003

Second Contract Term: September 1, 2003 through August 31, 2004

Third Contract Term: September 1, 2004 through August 31, 2005

For SFSF spot:

First Contract Term: December 1, 2002 through March 31, 2003.

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

For SMCAP spot:

First Contract Term: April 1, 2003 through December 31, 2003. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice."

5. SCHEDULE A, of the Original Agreement is hereby amended to read as follows:

"SERVICES TO BE PERFORMED BY CONTRACTOR

1. For Used Oil and Stormwater Spots

- a. In consideration of the payments specified in Schedules B and C, Contractor shall perform the services described below in a manner consistent with the terms and provisions of this Agreement:
 - Contractor will run rotating thirty-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 ten thousand (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 voiceover or the County logo, as appropriate.
- b. 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

2. For Smoke Free Start for Families (SFSF) Spot:

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

Under the direction of the Health Education Manager, Contractor agrees to work with the SFSF staff to develop, produce, and implement a cable television commercial and media plan that promote the perinatal smoking cessation program, and the new component for the program which focuses on cessation services for household members living with children ages 0-5.

1. By March 31, 2003, Contractor will have provided the following:
 - Consulting with SFSF staff & Media Advisory Committee to determine appropriate target communities, top networks watched by each target group, and highlight networks and time periods that are distinctive to the demographics
 - The media plan will include a timeline for the implementation of the media plan. Contractor will place as least 61 cable television spots airing for eight (8) weeks through February 23, 2003 on ten (10) different networks targeting our specific demographic catchment areas.
 - Contractor will be responsible for the development of the script; recruitment, screening and compensation of the necessary talent; and the development and editing of the commercial to be placed.
 - Final selection and coordination of media placement will be done in consultation with the SFSF staff & Media Advisory Committee.
2. The following are requirements of the Agreement and are designed to support the activities in this Agreement:
 - Cable television spot is language & culturally sensitive
 - Contractor shall participate in meetings with SFSF & Media Advisory Committee on an 'as needed' basis, as determined by SFSF staff.

- Contractor shall submit a monthly report summarizing activities
 - Contractor shall submit a final summary report at the end of the agreement period for SFSF spot. Final report will include figures on the effectiveness of the placed spots (audience, number of people who viewed spots)
3. Contractor agrees to work with SFSF staff to put into place a simple method of conducting outcome evaluations that can be conducted by the end of the campaign on March 31, 2003.
- A media plan for the SFSF Program will be submitted.
 - Contractor will submit documentation of identified top networks and time periods

3. For San Mateo County AIDS Program Youth HIV Social Marketing Campaign (SMCAP) Spot:

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

- a. Under the direction of the Social Marketing Coordinator, Contractor agrees to work in collaboration with the SMCAP staff to develop, produce, and implement a cable television commercial and media plan that promote the Youth HIV Social Marketing Campaign, which focuses on preventing the spread of HIV among youth 15-24 years old and increasing their testing rates and their knowledge of the issues surrounding HIV and AIDS.
- b. By April 30, 2003, Contractor shall
- meet with the SMCAP Social Marketing Coordinator and the Youth Steering Committee to determine appropriate target communities, top networks watched by each target group, highlight networks and time periods that are distinctive to the demographics, and to ensure that cable television spot is language and culturally sensitive.
 - provide SMCAP with a media plan, documentation of identified top networks and time periods when cable television spot will be aired.

- c. Contractor will be responsible for development of the script; recruitment, screening and compensation of the necessary talent; and development and editing of the cable television spot.
- d. A draft of the cable television spot will be given to SMCAP for review by May 30, 2003. Final selection and coordination of media placement will be done in consultation with the Social Marketing Coordinator & Prevention Services Manager.
- e. Contractor will place at least 51 (fifty-one) cable television spots, which will air from June, 1, 2003 to November 30, 2003 on at least ten (10) different networks, which target our specific demographic catchment areas.
- f. Contractor shall provide SMCAP with a videotape (VHS) of the final cable television spot. SMCAP will be considered the owner of the videotape and content and shall be authorized to make copies of the videotape, use it for recruitment and educational purposes, and re-use the tape to update information, without incurring liabilities.
- g. Contractor shall submit monthly reports detailing progress of activities, and participate in meetings with Social Marketing Coordinator and Youth Steering Committee on an "as needed" basis, as determined by Social Marketing Coordinator.
- h. Contractor shall submit a final summary report, which includes figures on the audience, areas where the spot was played and number of people who viewed spots (reach and frequency) by December 31, 2003.

6. SCHEDULE B, Amount and Method of Payment, of the Original Agreement is hereby amended to read as follows:

"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 Schedules A and C, County shall pay Contractor in the manner described below. County shall have the right to withhold payment if County determines that the quality or quantity of work is unacceptable.

1. For Used Oil and Stormwater Spots

Contractor shall submit monthly invoices detailing:

- the commercials run
- the channels commercials were run on
- 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 by the Director of Environmental Health, County shall reimburse Contractor for the services provided.

2. For SFSF Spot

Contractor shall submit monthly invoices and financial statements for services provided by the fifteenth (15th) day following the end of the invoiced month. Invoices will be based upon actual expenditures and demonstrated progress through required progress reports.

The Program Coordinator(s) and Health Education Manager shall review and approve invoices prior to processing for payment.

e. For SMCAP Spot

Contractor shall submit monthly invoices and financial statements for services provided by the fifteenth (15th) day following the end of the invoiced month. Invoices will be based upon actual expenditures and demonstrated progress through required progress reports.

The Social Marketing Coordinator(s) and the AIDS Program Manager shall review and approve invoices prior to processing for payment.

In any event, the total payment for all services provided by Contractor shall not exceed TWO HUNDRED TWENTY-THREE THOUSAND DOLLARS (\$223,000) for the contract term; ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) for services provided relative to the Used Oil and Stormwater spots, EIGHTEEN THOUSAND DOLLARS (\$18,000) for services provided relative to the SFSF spot, and

TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for services provided relative to SMCAP spot.”

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

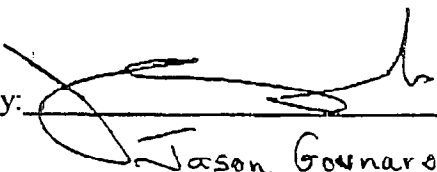
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that Agreement 065535 be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

AT&T MEDIA SERVICES

By: _____
Rose Jacobs Gibson
President, Board of Supervisors

By:  _____
Jason Gornaropoulos
Local Sales Manager

Date: _____

Date: 3/14/03

ATTEST:

By: _____
Clerk of Said Board

Date: _____