



REQUEST FOR QUALIFICATIONS

Advertising and Creative Services Consultant

Statements of Qualifications due by:

**Friday, November 6, 2009
4:00 p.m. Local Time**



County of Sacramento

September 9, 2009

TO: Prospective Advertising and Creative Services Consultants

FROM: Cheryl Marcell, Deputy Director of Marketing and Public Relations
Sacramento County Airport System

SUBJECT: Request for Statements of Qualifications and Experience Sacramento County Airport System Advertising and Creative Services Consulting Services

The County of Sacramento (hereafter "County") is soliciting statements of qualifications and experience from consultants to provide Advertising and Creative Services Consulting Services for the Sacramento County Airport System.

The successful consultant shall provide those services that may be requested by the Director of Airports from time to time on a time and expense basis, with an established "not-to-exceed" limit.

Background

The Sacramento County Airport System (hereafter "Department") is operated by the County of Sacramento as an Airport Enterprise Fund, whose budget is adopted as part of the County's annual budget. The Department is fiscally responsible for all aspects of the Airport System: Sacramento International Airport, Sacramento Executive Airport, Mather Airport, and Franklin Field. All airport expenses are borne by the Department, independent of the County's General Fund, with revenues generated by the rates and charges established by the Department and approved by the County.

Sacramento International Airport (International) is an air carrier facility serving primarily origin/destination traffic and was ranked 41st busiest North American airport in 2008. Serving a six-county primary region consisting of Sacramento, El Dorado, Placer, Yuba, Sutter and Yolo counties, International also serves as gateway to Northern California and as an alternative to Bay Area airports. Presently, the Napa/Sonoma and Tahoe areas are considered secondary markets of particular interest.

Sacramento International currently has 13 major carriers and one commuter airline that provides more than 150 daily departures to approximately 32 nonstop and over 54 direct (one stop) destinations. The Airport's economic impact on the area is more than \$1.6 billion per year. Airport tenant and user rents, fees and charges support the operating and capital budgets for the Airport.

International serves approximately ten (10) million total passengers annually and is forecast to reach sixteen (16) million total passengers by 2010. In October 1998, Terminal A was opened, providing 12 additional boarding gates bringing the total to 29 gates. Currently, the airport is in the process of constructing a new landside terminal and airside concourse to replace the ageing Terminal B which is over 40 years old. Dubbed The Big Build, this project will position to airport to accommodate future growth in air travel. When the Big Build is completed in late 2011, the new terminal will improve customer service, airfield safety and traffic flow, and also encourage air trade development.

The Sacramento County Airport System has been very successful in air service recruitment since 9/11 and has added five new airlines to International including the first ever international flight in July of 2002. Airlines added since 2001 include Frontier, Mexicana, Hawaiian, and Jet Blue. Also, the airport has seen an expansion of service by Southwest Airlines (presently, it is the dominant carrier with over 50% of the total passengers).

The future goals of the air service development program at International include expanded service to the East Coast including first-ever Florida service and service to additional international destinations in Canada and Europe.

Mather Airport (Mather) is a former military base that was successfully converted to a public-use civilian airport in May 1995. Conveniently located midway between the Pacific Rim and Europe, the County operates Mather as a cargo aviation facility with the goal of making it into a premier cargo hub. The current cargo operator at Mather is UPS. In Fiscal Year 2007/2008 (The County's fiscal year is July 1 through June 30, Mather processed over 150 million pounds of air freight. Mather also serves the general aviation community, including corporate shuttles.

The future goals for air cargo development include continued expansion of cargo operations at Mather including cargo shipments to and from Asia.

Executive Airport (Executive), owned by the City of Sacramento and operated by the County, provides the general aviation community with a full-service airport tailored specifically to their needs. Facilities include an FAA tower, instrumented and illuminated runways, hangars, tie-downs, 24-hour fueling, rental cars, and training facilities. Within a 10-minute drive of downtown Sacramento, Executive handled approximately 98,164 general aviation aircraft operations in Fiscal Year 2007/2008.

Franklin Field (Franklin) is a daylight-hours-only airfield with two runways. The facility currently provides reliever service for general aviation traffic from the other airports in the system and is a training resource for the general aviation community.

C. Scope of Services

The specific scope of services will be developed with the successful respondent. The following represents a general discussion of the range of services anticipated; including but not limited to:

- Execute advertising campaigns to include creative development, artistic design and advertisement placement in print, radio and television for the Sacramento County Airport System.
- Execute advertising campaigns to include creative development, artistic design and advertisement placement in print and radio specifically for the concessionaires at Sacramento International Airport.
- Execute advertising campaigns to include creative development, artistic design and advertisement placement in print, radio and television for airlines as part of the SCAS air trade development incentive programs.
- Assist in the development and refinement of the "Gateway to Northern California" concept for Sacramento International Airport and provide strategic planning services to enhance this brand.
- Assist the SCAS Marketing Staff with campaigns.
- Assist the SCAS Marketing Staff with Special Event production and execution as required.
- Conduct surveys and/or focus groups relative to the airport brand, analyze results and develop reports.
- Provide graphics and design services relative to logos, Web sites, brochures, posters and commercials as needed to support both the SCAS in general and special events.
- Other advertising and creative services consulting services as required.

D. Term and Effective Date of the Agreement

Subject to approval by the Board of Supervisors, the County intends to award the Agreement in the first quarter of 2010. The term of the Agreement shall be three (3) years with two one-year options at the discretion of the County. The County reserves the right to reject all submitted statements of qualifications.

E. How to Obtain an RFQ

Complete RFQ packages may be obtained in person at the following address:
Sacramento County Airport System
Marketing and Public Relations
6900 Airport Boulevard
Sacramento, CA 95837-1109

The package may also be obtained by calling (916) 874-0791 between 8:00 a.m. and 5:00 p.m. Local Time, Monday through Friday.

Additional information regarding the Sacramento County Airport System may be obtained by accessing: www.sacairports.org.

F. Deadline

Eight (8) copies of your written submittals must be received at the following address. Submittals must be mailed or delivered in a sealed envelope clearly marked, "Statement of Qualifications and Experience for Advertising and Creative Services Consultant" and are due no later than the following date and time at the stated location. Late submittals will be rejected.

Date: Friday, November 6, 2009
Time: 4 p.m. Local Time
Location: Sacramento County Airport System
Attention: Cheryl Marcell
6900 Airport Boulevard
Sacramento, CA 95837-1109

G. Format of Submittal Transmittal Letter

Your response to this solicitation must be prepared in the following format and should address the contents in Sections H, I, J, K and L listed here. The response should be concise and should not exceed 30 pages including any marketing material. Statements of qualification and experience must be signed by an authorized employee or officer in order to receive consideration.

Your submittal must include a Transmittal Letter stating the name, title, address, telephone number and fax number of the person authorized to negotiate on behalf of your firm. The Transmittal Letter must also describe the type of organization that is responding (e.g. sole proprietorship, partnership, corporation, joint venture). The transmittal letter must also include a current client list.

H. Minimum Qualifications

1. Successful respondent will have been working in the advertising/creative services/public relations arena for a minimum of five (5) years.
2. Successful respondent will have prior experience designing advertising campaigns targeted to Northern California or comparable markets.
3. Successful respondent shall not have Northern California or Northern Nevada airports as existing clients.

I. Qualifications and Experience

The selected respondent must successfully demonstrate the capability to function as both an advisor and implementer. Responses to this RFQ should contain sufficient information to demonstrate qualifications and experiences and cite previous examples of success and must respond to the following questions and include the following information:

1. Describe previous work that demonstrates experience in executing successful advertising campaigns for a specific client. For each campaign listed, the following must be stated:
 - ? Date (s) respondent acted as advertising consultant
 - ? Type of improvement or outcome sought through the advertising campaign
 - ? Summary of methodology used in the advertising campaign and representative samples of the campaign
 - ? Summary of the results obtained

2. Describe any previous work that demonstrates knowledge of airports and/or other tourism or hospitality sectors of the economy.

3. Describe a previous comprehensive campaign executed by the respondent on behalf of a client. Please include the distribution methods, target audiences and results achieved.

4. Describe the creative process respondent used in designing a campaign for a specific client.

5. Describe any constraints or parameters tied to your representation capabilities if any.

J. Key Personnel Experience

1. Identify and provide a detailed resume for the proposed senior account executive and creative director of this assignment, including full work history, special qualifications and demonstrated experience.

2. Provide resumes for each member of staff or team members proposed to be assigned to this account.

3. Describe the firm's or team's management structure for this project with clear identification of the specific services each individual assigned to this project will provide.

K. Fee Structure

The County has proposed a budget of \$500,000 per year for this project. Up to an additional \$300,000 per year is proposed to support the concessionaires at Sacramento International Airport. Please include the hourly rates for each person assigned to the account. Also include a proposed billing model for the account and indicate what services are included in the charges. The terms of the resulting contract will be subject to negotiation with the successful entity.

L. References

Provide the name, title, address and telephone number of at least four (4) clients or individuals with direct experience with your work who can be contacted to give references. Note that the Airport System reserves the right to contact references not provided in the submittal.

M. RFQ Timeline

The table below describes the estimated timeline for the RFQ process and award to Agreement:

DATE	ACTION
September 9, 2009	Issue RFQ
November 6, 2009	Submission deadline
November 11, 2009	Review of submissions and selection of finalists
December 2, 2009	Finalists presentations to panel
January 2010	Negotiate and finalize Agreement
February 2, 2010	Return to Board for execution of the Agreement

N. Evaluation of Qualifications and Experience

The evaluation of statements of qualifications and experience will be conducted in two phases: an initial review of written submittals to establish a short list and subsequent review of oral presentations.

Statements of Qualifications will be evaluated based on the following:

1. Demonstrated experience and success in developing advertising campaigns.
2. Demonstrated experience and success in developing campaigns.
3. Demonstrated experience and success in developing creative material.
4. Qualifications of staff to be assigned to the account.
5. Demonstrated understanding and knowledge of the Sacramento County Airport System and airports in general.
6. Ability to meet the County's insurance requirements.

Upon completion of this review, the panel will invite a short list of respondents for an interview.

During each interview there will be an opportunity for the respondent to make a presentation lasting 45 minutes. That presentation should focus on demonstrating the respondent's qualifications and experience.

After the presentation, there will be a 30-minute question and answer period where the interviewee will respond to questions from the panel. The respondent's project manager must be present at the interview and must lead the presentation. Additionally, the creative director proposed for the account must also be present.

The County will enter into negotiations with one or more of the respondents based on evaluation of both the written responses and performance during the interview.

The County reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. Only those firms or individuals judged by the County to demonstrate suitable competence in the subject area will be considered for selection.

O. Questions

All inquiries regarding this RFQ should be directed in writing, via facsimile to (916) 874-0636 or via e-mail to Cheryl Marcell at marcellc@saccounty.net no later than October 23, 2009.

If modifications or clarifications to this RFQ are necessary, the County Airport System will send a written addendum to each recipient of the RFQ documents.

The Sacramento County Airport System looks forward to your response.

G. Hardy Acree
Director of Airports

Attachment A: Sacramento County Airport System Fact Sheet
Attachment B: Sample Agreement

Attachment A

Sacramento County Airport System Fact Sheet

The Sacramento County Airport System (SCAS) operates four public-use airports in accordance with Federal, State, and County regulations. The Director of Airports is charged with enforcing these regulations and taking any actions necessary to safeguard persons and property at the airports. Although SCAS is under the jurisdiction of the Board of Supervisors of the County of Sacramento, it is financed through a self-sustaining enterprise fund.

The four following airports detailed below comprise the Sacramento County Airport System:

Sacramento International Airport (SMF) 6900 Airport Boulevard, Sacramento, CA 95837

SMF provides commercial air carrier passenger as well as limited cargo and general aviation service to the Sacramento region. Located along Interstate 5, 12 miles northwest of downtown Sacramento, SMF serves a variety of communities in Northern California up to 90 minutes away.

History

- Planning for SMF began in 1957 with a projection of 350,000 passengers during its first year.
- SMF opened as Sacramento Metropolitan Airport on October 27, 1967 with over one million passengers during its first full year of operation
- Terminal A opened in 1998
- Central Terminal B, also known as The Big Build, is scheduled to be complete late 2011.

Facilities

- Two parallel, 8,600 foot runways with CAT IIIa landing minimums on the west runway:
 - 16R/34L 150' x 8,600'
 - 16L/34R 150' x 8,600'
- Ample parking
 - Public parking for over 14,000 vehicles
 - Six-story parking structure serves Terminal A
 - Free, continuous shuttle bus service from Economy Parking and the Terminal B Daily Parking lot
- New, state-of-the-art Sacramento Jet Center general aviation facility and hangar.
- Free wireless Internet in all public areas 24-hour Arco AM/PM gas station and convenience store

Operations

- Served by 12 major carriers and one commuter airline
 - Alaska, American, Continental, Delta/Northwest, Hawaiian, Horizon, Frontier, JetBlue, Mexicana, Southwest, United, United Express and U.S. Airways
 - Over 150 scheduled departures per day
 - Over 173,000 operations in 2008
 - Over 171 million pounds of air freight moved in 2008
 - Over 10.7 million passengers served in 2008

Ground Transportation

- Seven on-airport auto rental companies:
 - Alamo, Avis, Budget, Dollar, Enterprise, Hertz, and National
 - Free shuttle service available from terminals to the central car rental terminal
- Yolobus provides public transit service to Woodland, Davis, West Sacramento, downtown Sacramento and the Airport.

Parking

- Overhead signage and KFLY 530 AM advise departing passengers of current parking availability. KFLY has a range of 3-5 miles outside of the airport
- ParkSmart "Credit Card Only" and feature.
- Parking Rates:
 - Terminal A Daily Parking Garage Levels
 - Levels 2-6 of the parking garage
 - \$2.00 per half-hour for each half hour or part thereof
 - Maximum = \$15.00 per day
 - Across the street from the terminal - no shuttle service

Terminal A Hourly Parking Level

- Level 1 of the garage
- \$2.00 per half-hour for each half hour or part thereof up to 5 hours
- More than 5 hours = \$29.00 per day
- Across the street from the terminal - no shuttle service

Terminal B Daily Parking

- \$2.00 per half-hour or part thereof
- Maximum = \$13.00 per day
- Shuttle service between the daily lots and Terminal B

Terminal B Hourly Parking

- \$2.00 per half-hour for each half hour or part thereof up to 5 hours
- Maximum = \$27.00 per day
- Across the street from the terminal - no shuttle service

Economy Parking Lot Rates

- \$2.00 per hour or part thereof
- Maximum = \$9.00 per day
- Shuttle Service to both Terminal A and Terminal B

Mather Airport (MHR)

8745 Whitehead Street, Sacramento, CA 95835

MHR, primarily a cargo and general aviation airport with a focus on business aviation, is 12 miles east of Sacramento and along the Highway 50 corridor. Its role is to accommodate the majority of the region's commercial air cargo operations.

History

- US. Army Corps initially established Mather Field in 1930
- Mather Air Force Base was closed in 1988
- Was converted for civilian use and opened by the Sacramento County Airport System as a public airport in 1995
- Home of the California Capital Airshow since 2006

Facilities

- 2,875 acres
- Two parallel runways
 - one 11,300 feet long - capable of handling the largest fully-loaded aircraft
- 40 acres of cargo ramp space
- 321,000 square feet of warehouse space
- 198,000 square feet of office space
- Hangar space and tie-downs available

Operations

- Major air cargo facility serviced by UPS
- Over 164 million pounds of cargo moved in 2008
- Over 92,000 operations in 2008

Executive Airport (SAC)

6151 Freepoint boulevard, Sacramento, CA 95822

SAC is located just ten minutes from downtown Sacramento and is Northern California's largest full-service general aviation airport and is devoted exclusively to general aviation.

History

- Opened as the Sutterville Aerodrome in 1930
- Was operated by the U.S. Army Corps during WWII
- Was renamed Sacramento Municipal Airport after WWII
- The terminal building was constructed in 1955
- Formerly the passenger airport for the Sacramento region until the opening of Sacramento Metropolitan Airport in 1967
- Northern California's largest full-service general aviation airport

Facilities

- FAA tower operates daily from 6 a.m. to 9 p.m.
- Instrument approaches (ILS, VOR, IGPS and NDB)

- Three paved runways, two of which are illuminated
- Refueling available 24-hours a day
- Hangars and tie-downs available
- Over 20 businesses based at facility
- Free Short-term (72-hour) auto parking

Operations

- Over 100,000 operations in 2008

Franklin Field (F72)

12480 Bruceville Road, Elk Grove, CA

F72 is located in the southern part of the County. Franklin Field provides runways for training and crop dusting activities and is reserved for future aviation demand.

History

- Former WWII bomber training site
- Acquired from the federal government under the Surplus Property Act of 1944.

**Attachment B
Sample Contract**

**AGREEMENT FOR ADVERTISING AND CREATIVE SERVICES
CONSULTANT SERVICES**

AGREEMENT FOR ADVERTISING AND CREATIVE SERVICES CONSULTANT

SACRAMENTO COUNTY AIRPORT SYSTEM

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2006 (commencement Date), by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County," and _____ [Name of Consultant], a _____ [nature of business, such as individual, sole proprietorship, California corporation, partnership, etc.], authorized to do business in the State of California and hereinafter referred to as "Consultant."

RECITALS

WHEREAS, _____ County is the owner and operator of the Sacramento County Airport System, herinafter referred to as "County Airport System"; and

WHEREAS, _____ County believes and Advertising and Creative Services Consultant is needed to promote awareness of the Airport System's services and encourage local travelers and those in surrounding communities to utilize Sacramento International Airport; herinafter referred to as "International";

WHEREAS, _____ Consultant has the necessary qualifications, experience, technical facilities, and personnel provide the services contemplated herein:

WHEREAS, _____ The County Airport System does not have personnel qualified to produce advertising graphics and copy, place large-scale media campaigns, create graphic layouts, and produce content for immediate production using current technology; and

WHEREAS, pursuant to Government Code Section 31000, The Board of Supervisors is authorized to contract for specific special services with persons specially trained, experienced and competent to perform such services; and

WHEREAS, the services described herein are not services provided by County employees and are therefore not subject to the requirements of County Charter Section 71-J;

WHEREAS, County and Consultant desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and Consultant agree as follows:

I. SCOPE OF SERVICES

- A. CONSULTANT shall perform the Advertising and Creative Services identified in Exhibit A., Scope of Services, attached hereto and incorporated herein. When providing these services, CONSULTANT shall take into consideration at all times the most cost effective production methods, including the utilization of County's facilities and services, where applicable.
- B. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein. Consultant may also be called upon to perform additional services, as requested by County Airport System. County Airport System will designate through the Director, in writing, those assignments on which Consultant will work in advance of

any work performed or cost incurred for that particular assignment as additional services. Insofar as Consultant is not requested to work on particular assignment described herein, or is not requested to perform any task enumerated in this section, there is no expectation or promise of compensation.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall terminate three years from that date unless the Director, in his or her sole discretion, elects to exercise one or both of two additional, one-year extensions. Such election shall only be with written notice by Director to Consultant at least thirty (30) days prior to termination.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Director of Airports
Sacramento County Airport System
6900 Airport Boulevard
Sacramento, CA 95837

TO CONSULTANT

Name_____

Address_____

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONSULTANT shall observe and comply with all applicable local, State and Federal laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES AND PERMITS

Consultant shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

VII. PERFORMANCE STANDARDS

Consultant shall perform its services under this Agreement in accordance with the "best practices" of the industry and professional standards applicable to Consultant's services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Consultant hereunder shall be the exclusive property of County and shall be delivered to County upon completion of the services authorized hereunder. Consultant may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by County. County recognizes that all technical data, internal evaluations, and other data or items previously established as work product of Consultant are instruments of Consultant's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONSULTANT

- A. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this agreement; and as an independent Consultant, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that Consultant in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Consultant for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by Consultant, such person shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant, and the County shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent Consultant and not an employee of County, neither the Consultant nor Consultant's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever. Consultant shall not be covered by worker's compensation; nor shall Consultant be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.
- E. It is further understood and agreed that Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultants assigned personnel under the terms and conditions of this agreement.

X. CONFLICT OF INTEREST

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XI. GOOD NEIGHBOR POLICY

- A. Consultant shall comply with County's Good Neighbor Policy. Consultant shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
1. Provision of parking adequate for the needs of its employees and service population;
 2. Provision of adequate waiting and visiting areas;
 3. Provision of adequate restroom facilities located inside the facility;
 4. Implementation of litter control services;
 5. Removal of graffiti within seventy-two hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by County, based on County's individualized assessment of Consultant's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. Consultant shall identify, either by sign or other method as approved by the Director, a named representative who shall be responsible for responding to any complaints relating to Consultant's compliance with the required good neighbor practices specified in this Section. Consultant shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by Director.
- C. Consultant shall comply with all applicable public nuisance ordinances.
- D. Consultant shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which Consultant's site is located.
- E. If County finds that Consultant has failed to comply with the Good Neighbor Policy, County shall notify Consultant in writing that corrective action must be taken by Consultant within a specified time frame. If Consultant fails to take such corrective action, County shall take such actions as are necessary to implement the necessary corrective action. County shall deduct any actual costs incurred by County when implementing such corrective action from any amounts payable to Consultant under this Agreement.
- F. Consultant's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with County.

XII. USE OF FUNDS

It is understood and agreed that no funds provided by County pursuant to this Agreement shall be used by Consultant for any political activity or political contribution.

XIII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. Consultant agrees and assures County that Consultant and any sub Consultants shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.
- B. Consultant represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. Consultant agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. Consultant shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XIV. INDEMNIFICATION

For work or services provided under this Agreement which are not professional services, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, except and in proportion to the extent caused by the active negligence or willful misconduct of COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers.

For professional services provided under this Agreement, CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of professional services provided under this Agreement

XV. INSURANCE

Without limiting Consultant's indemnification, Consultant shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of Consultant to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that County shall not pay any sum to Consultant under this Agreement unless and until County is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XVI. INFORMATION TECHNOLOGY ASSURANCES

Consultant shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by Consultant in the performance of services under this Agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this Agreement.

XVII. WEB ACCESSIBILITY

Consultant shall ensure that all web sites and web applications provided by Consultant pursuant to this Agreement shall comply with County's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

XVIII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by County in accordance with express provisions in this Agreement.
- B. Consultant shall submit an invoice on the forms and in accordance with the procedures prescribed by County on a monthly basis. Invoices shall be submitted to County no later than the fifteenth (15th) day of the month following the invoice period, and County shall pay Consultant within thirty (30) days after receipt of an appropriate and correct invoice.
- C. County operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by County unless Consultant has obtained prior written County approval to the contrary.
- D. Consultant shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event Consultant fails to comply with any provisions of this Agreement, County may withhold payment until such non-compliance has been corrected.

XIX. LEGAL TRAINING INFORMATION

If under this Agreement Consultant is to provide training of County personnel on legal issues, then Consultant shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

XX. SUBCONTRACTS, ASSIGNMENT

- A. Consultant shall obtain prior written approval from County before subcontracting any of the services delivered under this Agreement. Consultant remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Consultant shall be held responsible by County for the performance of any sub Consultant whether approved by County or not.
- B. This Agreement is not assignable by Consultant in whole or in part, without the prior written consent of County.

XXI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by DIRECTOR and counsel for County.

XXII. SUCCESSORS

This Agreement shall bind the successors of County and Consultant in the same manner as if they were expressly named.

XXIII. TIME

Time is of the essence in this Agreement.

XXIV. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXV. DIRECTOR

As used in this Agreement, "Director" shall mean the Director of the Sacramento County Airport System, or his/her designee.

XXVI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

XXVII. TERMINATION

- A. County may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. County may terminate this Agreement for cause immediately upon giving written notice to Consultant should Consultant materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. County may terminate or amend this Agreement immediately upon giving written notice to Consultant, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof; 2) if funds in County's yearly proposed and/or final budget are not appropriated by County for this Agreement or any portion thereof; or 3) if

funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

- D. If this Agreement is terminated under paragraph A or C above, Consultant shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, Consultant shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of Consultant covered by this Agreement, less payments of compensation previously made. In no event, however, shall County pay Consultant an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. Consultant shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that Consultant can legally cancel.

XXVIII. REPORTS

Consultant shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by Director concerning Consultant's activities as they affect the contract duties and purposes herein. County shall explain procedures for reporting the required information.

XXIX. AUDITS AND RECORDS

Upon County's request, County or its designee shall have the right at reasonable times and intervals to audit, at Consultant's premises, Consultant's financial and program records as County deems necessary to determine Consultant's compliance with legal and contractual requirements and the correctness of claims submitted by Consultant. Consultant shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon County's request at County's expense.

XXX. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between County and Consultant regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between County and Consultant regarding the subject matter of this Agreement is hereby terminated effective immediately upon full execution of this Agreement.

XXXI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

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

COUNTY OF SACRAMENTO, a [name of CONSULTANT and type of political subdivision of the State business] of California

By _____ (name)
(Title)

By _____ (name)
(Title)

Date: _____

Date: _____

REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date: _____

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
_____, hereinafter referred to as "CONSULTANT"**

I. SCOPE OF SERVICES

The services covered by this agreement shall take into consideration at all times the most cost effective production methods, including the County's facilities and services, where applicable. Said services include:

- **Creative and Mechanical Production**
Preparation or supervision of the preparation of creative and mechanical production required to execute the Consultant Proposal, which may include, but is not limited to: radio, television, newspaper, magazine, or other advertising production and placement. Creation of logos and/or slogans, displays, exhibits, multimedia presentations, and other items used to support County Airport System goals.
- **General Advertising Services**
In cooperation with Airport System staff, develop effective, creative advertising strategies tailored to target public within the available budget.
- **Advertising Production**
Create and/or supervise the production of advertising and collateral material.
- **Advertising Selection and Placement**
Research and analyze media markets to forecast trends and recommend schedules and placement for advertising. Preparation of media schedules and the contracting for the most cost-effective time and space for meeting Advertising, Creative Services and Public Relations goals.
- **Market Research and Evaluation of Programs**
Recommend and conduct research to assist with forecasting and planning advertising as well as evaluating the effectiveness of advertising efforts.
- **Promotion**
In concert with Airport System Marketing and Public Relations staff, develop and disseminate appropriate messages promoting SMF as the Gateway to Northern California, the airport of choice of Northern Californians, reflective of the goals of the County Airport System and the Sacramento County Board of Supervisors.
- **Publications**
Assist Airport System Marketing and Public Relations staff with the creative development and production of publications for internal and external audiences including but not limited to: annual reports, newsletters, and informational brochures.
- **Verification and Billing**
Check and verify insertions, itemize and verify production costs, audit and pay invoices for media and services purchased on the behalf of Airport System.
- **Facilitation of Plan**
Performance of research, advertising, or administrative functions to perform the functions as described in the Consultant's Proposal, attached hereto as Exhibit "A."
- **Other Services**
Advertising and Creative Services that have yet to be defined but may be required to effectively communicate with target public. Examples include support services for airline launches including the creation and placement of advertising to support the service as well as support services to market the launch of the service, special events that arise during the contract period, etc.

Consultant agrees to perform all services stated in this Agreement for the compensation described herein. Consultant may also be called upon to perform additional services, as requested by County Airport System. County Airport System will designate through the Director, in writing, those assignments on which Consultant will work in advance of any work performed or cost incurred for that particular assignment as additional services. Insofar as Consultant is not requested to work on particular assignment described herein, or is not requested to perform any task enumerated in this section, there is no expectation or promise of compensation.

II. SERVICE LOCATION(S)

Facility Name(s): Sacramento County Airport System
Street Address: 6900 Airport Boulevard
City and Zip Code: Sacramento, CA 95837

III. DESCRIPTION OF SERVICES

A. Required Services:

- **General Advertising Services**
In cooperation with Airport System staff, develop effective, creative advertising strategies tailored to target publics within the available budget
- **Advertising Production**
Create and/or supervise the production of advertising and collateral material
- **Advertising Selection and Placement**
Research and analyze media markets to forecast trends and recommend schedules and placement for advertising
- **Market Research and Evaluation of Programs**
Recommend and conduct research to assist with forecasting and planning advertising, evaluate the effectiveness of advertising efforts, and review advertising produced by other airports to assure competitiveness
- **General Public Relations Support**
Provide assistance and support to Airport System Marketing and Public Relations staff
- **Promotion**
In concert with Airport System Marketing and Public Relations staff, develop and disseminate appropriate messages promoting SMF as the Gateway to Northern California, the airport of choice of Northern Californians, reflective of the goals of the County Airport System and the Sacramento County Board of Supervisors
- **Crisis/Sensitive Issue Management**
In concert with Airport System Marketing and Public Relations staff, assist with developing and disseminating appropriate and accurate messages to inform the public at large about important County Airport System issues including but not limited to: environmental issues, safety and security, construction projects, emergency situations, and other issues relating to the goodwill of Airport System that would be of particular interest to the public
- **Special Events Assistance**
Assist Airport System Marketing and Public Relations staff with planning, staging, and execution of Airport System special events including support for activities that are designed to improve relations with communities
- **Publications**
Assist Airport System Marketing and Public Relations staff with the creation and production of publications for internal and external publics including but not limited to: annual reports, newsletters, and informational brochures

- Market Research
Review deliverables and communications produced by other airports to assure competitiveness

C. Required Services: Other

- Verification and Billing
Check and verify insertions, itemize and verify production costs, audit and pay invoices for media and services purchased on the behalf of Airport System
- Other Services
Advertising and Creative Services that have yet to be defined but may be required to effectively communicate with target publics

IV. PERFORMANCE MEASURES

In an effort to ensure that services are rendered and deliverables are received in a professional manner and in accordance with the terms of the Agreement, the following performance measures have been set:

- Value of services provided
- Timely delivery of creative product
- Accuracy of content
- Creativity of product
- Success in using Advertising, Creative Services and Public Relations to meet County Airport System goals
- Increase in traffic at each of the County Airport System's airports
- Awards received for County Airport System Advertising, Creative Services and Public Relations efforts
- Amount of positive media coverage
- Successful promotion of new airport programs

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
_____, hereinafter referred
to as "CONSULTANT"**

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification, Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives or employees. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for County and for members of the public, County may require Consultant to obtain insurance sufficient in coverage, form and amount to provide adequate protection. County requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

For work or services provided under this Agreement which are not professional services, Consultant shall indemnify, defend, and hold harmless County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, except for loss caused by the sole negligence of County, its Board of Supervisors, officers, directors, agents, employees and volunteers.

For professional services provided under this Agreement, Consultant shall defend, indemnify and hold harmless County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of professional services provided under this Agreement.

I. VERIFICATION OF COVERAGE

Consultant shall furnish the County with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The County reserves the right to require that Consultant provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the Consultant 's profession.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. **MINIMUM LIMITS OF INSURANCE**

Consultant shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Building Trades Consultants and Consultants engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

- B. AUTOMOBILE LIABILITY:
 - 1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$5,000,000 Combined Single Limit for vehicles used on airside of airport; \$1,000,000 CSL for vehicles used landside of airport.
 - 2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage for use of vehicles on landside at airport. \$5,000,000 for any vehicle used airside at airport.
- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$2,000,000 per claim and aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the County.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Consultant.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. All Policies:
 - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.
 - 2. MAINTENANCE OF INSURANCE COVERAGE: The Consultant shall maintain all insurance coverages in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall state that coverage shall not be canceled or non-renewed except after thirty (30) days' written notice of cancellation has been given to the County. For non-payment of premium 10 days' prior written notice of cancellation is required.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no endorsed limitations on the scope of protection afforded to the County, its officers, directors, officials, employees, or volunteers.
- B. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

- C. **PRIMARY INSURANCE:** For any claims related to this Agreement, the Consultant's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- D. **SEVERABILITY OF INTEREST:** The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. **SUBCONTRACTORS:** Consultant shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Consultant.

IX. PROPERTY

Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the Consultant in performance of the Agreement shall contain the following provisions:

1. The County shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the County.

Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by the CONSULTANT in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the County.

X. NOTIFICATION OF CLAIM

If any claim for damages is filed with Consultant or if any lawsuit is instituted against Consultant, that arise out of or are in any way connected with Consultant's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
_____, hereinafter referred
to as "CONSULTANT"**

COMPENSATION

To be negotiated.