

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made as of the date next to the last signature hereto (the "Effective Date") by and between San Luis Obispo County (hereinafter "County"), and Multi Marketing Corp., a California corporation (hereinafter "Marketing Agency") with reference to the following facts.

RECITALS

WHEREAS, on May 12, 2009, the Board of Supervisors approved the ordinance establishing the San Luis Obispo County Business Improvement District ("CBID"), fixing the boundaries, providing for levy of a 2% business assessment on all lodging businesses (hotel, motel, bed and breakfast, and vacation rentals) within the boundaries of the CBID; and

WHEREAS, on December 7, 2010, the Board of Supervisors approved the boundaries of the CBID's local areas in accordance with Section 3.09.080 of the ordinance establishing the CBID that 1% of the 2% assessment collected shall be disbursed to the area from which is was collected and that local advisory boards be created; and

WHEREAS, on February 1, 2011, the Board of Supervisors approved the formation of the Cambria Local Area and appointed members to its Board; and

WHEREAS, on March 20, 2013, the Cambria Local Area Advisory Board approved recommending the use of Cambria local area funds to contract with Marketing Agency to develop a comprehensive marketing strategy and tactical plan for the Cambria local area as shown in Exhibit A; and

WHEREAS, on March 27, 2013, the CBID approved recommending to the Board of Supervisors the use of Cambria local area funds for this purpose.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Marketing Agency Specified Services.

Marketing Agency agrees that it shall be responsible for performing the services as outlined and shown in the Marketing Plan and Scope of Work attached as Exhibit A within the times or dates agreed upon with the CBID Advisory Board and the Cambria Local Area Advisory Board.

1.2 Creative Works and Intellectual Property.

All trademarks and service marks developed on the County's behalf during the term of this Agreement are and shall remain the County's exclusive property upon full and complete payment for services. County is responsible for ensuring that any work completed by Marketing Agency can be trademark and/or copyright protected. The parties understand that, subject to the confidentiality obligations set forth herein and pursuant to applicable law, Marketing Agency retains the right at all times to use any creative works developed by Marketing Agency as examples of Marketing Agency's work. Each party agrees to execute any such further documents as may be necessary or appropriate to protect or enforce the rights set forth in this paragraph.

1.3 Cooperation with CBID.

Marketing Agency shall work closely with the County, CBID and the appointed CBID staff in the performance of all work hereunder.

1.4 Performance Standard.

During the term of this Agreement, Marketing Agency agrees to treat as private and confidential any and all information, which is not otherwise publicly available under applicable law, relating to the County's business, including but not limited to projections, pricing, marketing strategies and customer base. Marketing Agency will not release any such information to any person, firm or institution unless specifically directed or permitted by an authorized representative of Client in writing.

Further, during the term of this Agreement and for one year thereafter, the County and Marketing Agency mutually agree that they shall not extend offers of employment or consultancy to each other's employees without prior agreement between the County's Chief Administrative Officer and Marketing Agency's President.

1.5 Social Media Evaluation.

The County and/or CBID Advisory Board, in conjunction with the Cambria Local Area Advisory Board, will evaluate Marketing Agency's continued development and maintenance of the Cambria's current social media platform, six (6) months from the date of this Agreement. The County and/or CBID Advisory Board, in conjunction with the Cambria Local Area Advisory Board reserve the right to amend the contract scope and budget amount according to the result of that evaluation.

1.6 Assigned Personnel.

In the event that Marketing Agency has any employees and desires to have them assist with the work as described in Paragraph 1.1, Marketing Agency shall assign only competent personnel to perform work hereunder. In the event that at any time County and/or CBID desires the removal of any person or persons assigned by Marketing

Agency to perform any work hereunder, Marketing Agency shall remove such person or persons immediately upon receiving written notice from County or CBID. Good cause is not a prerequisite for County to require that Marketing Agency remove person(s) assigned by Marketing Agency to perform work hereunder.

2. Payment.

For all services and incidental costs required hereunder, Marketing Agency shall be compensated as set forth in the Scope of Work. Total cost of services pursuant to this Agreement shall not exceed **\$400,000** (\$200,000 for FY 2013-14 and \$200,000 for FY 2014-15). Marketing Agency shall invoice the County and CBID for all services provided hereunder. Invoices will be sent on a monthly basis, by the tenth of the month following. Invoices are net 10 days. Invoices will reference each project Scope of Work, phases, services, media costs, production, ancillary fees, material expenses and sales tax, where applicable. County warrants will be mailed to the address that has been provided by Marketing Agency.

3. Term of Agreement.

The term of this Agreement shall be for two (2) years beginning April 1, 2013 through March 31, 2015 except in the event that funding of the CBID through assessments upon the lodging businesses within its boundaries is not renewed for FY 2013-14 or FY 2014-15. In such case, all work will cease, this Agreement shall terminate, and Marketing Agency will submit an invoice for work completed to date.

4. Prosecution of Work.

4.4 Commencement of Work.

The execution of this Agreement by the County shall constitute Marketing Agency's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Marketing Agency's performance of this Agreement shall be extended by a number of days equal to the number of days Marketing Agency has been delayed as a direct result of such event.

4.5 Extra or Changed Work.

Only the CBID, in conjunction with County staff and the Cambria Local Area Advisory Board, may authorize extra or changed work or waive Agreement requirements. Said authorization and/or waiver must be in writing.

5. Representations and Warranties of Marketing Agency

5.4 Standard of Care

Marketing Agency hereby warrants that all its work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Marketing Agency's work by County and CBID shall not operate as a waiver or release.

Status of Marketing Agency

The parties intend that Marketing Agency, in performing the services specified herein, shall act as an independent contractor, and shall control the work and the manner in which it is performed. Marketing Agency is an independent contractor and is not to be considered an agent or employee of County and/or CBID and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County and/or CBID provide its employees.

5.5 Taxes.

Except as elsewhere herein provided, Marketing Agency agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Marketing Agency agrees to indemnify and hold County and CBID harmless from any liability which it may incur to the United States or to the State of California as a consequence of Marketing Agency's failure to pay, when due, all such taxes and obligations.

5.6 Records Maintenance.

Marketing Agency shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County and CBID for inspection at any reasonable time.

5.7 Conflict of Interest.

Marketing Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder.

5.8 Nondiscrimination.

Marketing Agency shall comply with all applicable federal, state and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in the Agreement are incorporated by this reference.

6. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

TO: Nikki J. Schmidt
Administrative Office
County of San Luis Obispo
1055 Monterey Street, Room D430
San Luis Obispo CA 93408

TO: Jessica Blanchfield
Multi Marketing Corp.
2033 N. Fine Avenue
Fresno CA 93727

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given notice pursuant to this paragraph.

7. Termination of Agreement for Convenience of Either Party.

Either party may terminate this Agreement at any time by giving to the other party 30 days written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Marketing Agency shall be paid for all work satisfactorily completed prior to the effective date of said termination.

8. Termination of Agreement for Cause.

If Marketing Agency fails to perform Marketing Agency's duties to the satisfaction of the County or CBID or if Marketing Agency fails to fulfill in a timely and professional manner Marketing Agency's obligations under this Agreement, with the

exception of, but not limited to, missed deadlines, missed closing dates, or missed insertions when the cause is delay by the County, CBID and the appointed CBID staff or the Cambria Local Area Advisory Board, or if Marketing Agency shall violate any of the terms or provisions of this Agreement or if Marketing Agency, Marketing Agency's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County and/or CBID, then County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to the Marketing Agency. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Marketing Agency shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Marketing Agency for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Marketing Agency's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Marketing Agency under paragraph 2 above.

9. No Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

10. Applicable Law and Forum.

This Agreement shall be construed and interpreted according to the substantive law of the State of California. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of San Luis Obispo.

11. Indemnification.

Marketing Agency shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Agreement and the remaining language shall be given full force and effect.

12. Non-Assignment of Agreement

Inasmuch as this Agreement is intended to secure the specialized services of Marketing Agency, Marketing Agency may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County and CBID's prior written consent shall be considered null and void.

13. INSURANCE.

Marketing Agency, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable). Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County, individually or collectively.

13.4 Minimum Insurance Requirements.

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

13.5 Commercial General Liability Insurance Policy ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage, including products-completed operations, personal injury and advertising injury.

The general aggregate limits shall apply separately to Marketing Agency's work under this Agreement.

13.6 Business Automobile Liability Policy ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001) or if contractor has no owned autos, code 8 (hired) and 9 (non-owned). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this

Agreement. Marketing Agency shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

13.7 Workers' Compensation And Employers' Liability Insurance Policy ("WC/EL")

This policy shall include at least the following coverages and policy limits:

13.7.1 Workers' Compensation insurance as required by the laws of the laws of the State of California; and

13.7.2 Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

13.8 Deductibles And Self-Insurance Retentions

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Marketing Agency and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Marketing Agency shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

13.9 Endorsements

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

13.9.1 A "Cross Liability," "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);

13.9.2 The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Marketing Agency's performance of work under this Agreement (CGL & BAL);

13.9.3 If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL)

13.9.4 This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including

any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);

13.9.5 No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);

13.9.6 Marketing Agency and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and

13.9.7 Deductibles and self-insured retentions must be declared (All Policies).

13.10 Absence Of Insurance Coverage

County may direct Marketing Agency to immediately cease all activities with respect to this Agreement if it determines that Marketing Agency fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Marketing Agency's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Marketing Agency.

13.11 Proof of Insurance Coverage and Coverage Verification.

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Marketing Agency, or each of Marketing Agency's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Marketing Agency shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to the County Administrative Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

MULTI MARKETING CORP., a
California corporation

COUNTY OF SAN LUIS OBISPO

By: [Signature]

By: _____

Title: Pres.

AUTHORIZED BY BOARD ACTION

Date: 4/25/13

By: [Signature]

_____, 2013

Title: Treasurer

Date: 4/25/13

ATTEST

By: _____
Clerk of the Board of Supervisors

DATED: _____

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: [Signature]
Chief Deputy County Counsel

DATED: 4/30/13

EXHIBIT A

Prepared By | Multi Marketing Corp.

Date | March 13, 2013

Multi Marketing Corp. (MMC) is pleased to present this Scope of Work to the Cambria Tourism Board (CTB), this 13th day of March 2013. This Scope of Work updates MMC's response to the CTB RFP#1193.

The Scope of Work below outlines the various components of the two-year marketing contract with the CTB. Once this scope of work is approved, this scope of work, which will be implemented throughout the CTB 2013-2015 fiscal cycles, will be amended by an approved marketing plan.

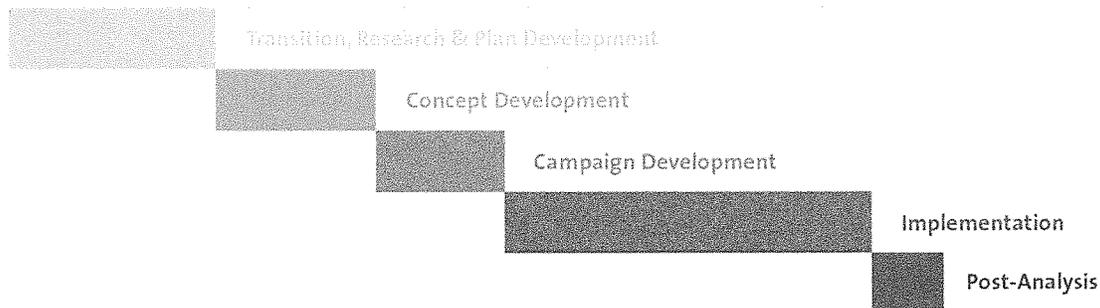
Program Guidelines (All Phases 4/13 – 3/15)

*As outlined in the *Marketing Objectives* document provided by the CTB

Throughout all phases of the 24-month contract, MMC will perform a variety of marketing services to achieve the CTB objectives. The guidelines of these services were anticipated in RFP #1193, and include:

- Marketing Plan Development
- Brand Identity & Creative Development
- Website Evaluation & Enhancements
- Advertising/Media Plan (Research, Planning, Budgeting and Scheduling)
- Social media strategic planning and execution, including custom branded content generation, delivery and analysis
- Public Relations research, planning, implementation and reporting
- Constituent (internal & external) communications strategies
- Promotional & events strategies and coordination
- CBID Collaboration
- Analytics & Reporting

TIMELINE:



***A detailed timeline will be developed once the planning stage has begun.**

TRANSITION

During the transition period, all former marketing efforts will be transitioned from prior contractors to MMC.

RESEARCH & PLAN DEVELOPMENT

Utilizing the information obtained during the Discovery Phase, we will begin pulling research and developing the individual plans for each portion of the overarching marketing plan; advertising, media, public relations, promotions & events, stakeholder strategies, etc.

CONCEPT/CAMPAIGN DEVELOPMENT

Based on the research and outlined plan(s) we will begin working on initial concepts for each portion of the marketing campaign. This phase allows us to solidify a communication direction that will remain consistent throughout the implementation of each project, and be formatted for each deliverable. Upon approval of the creative concepts and media plan, we will structure and develop/design the various elements and deliverables pertinent to the campaign.

IMPLEMENTATION

Once each element of the marketing plan is developed and approved, we will begin implementing the CTB marketing plan.

POST-ANALYSIS

Following each segment of the marketing plan, we will review the analytics for each deliverable. A summery report will be developed to outline the gross impressions, unique visits, and other measurable criteria.

SCOPE OF WORK:

Transition

During this phase, MMC will work with Fresh Buzz to have all social properties, along with usernames and passwords delivered in a master Word document (handoff doc). In addition to the handoff doc, MMC and Fresh Buzz will coordinate a conference call to discuss the current state of "Visit Cambria" and everything the agency has done to date for the CTB.

Marketing Planning

MMC shall perform strategic marketing planning and consultation, which will include brand assessment, brand evolution, creative development, promotional strategies, public relations, strategic planning, social media, event planning and other services requested and estimated within this agreement.

Brand Identity & Creative Development

MMC will develop creative concepts to support the marketing plan and brand evolution. These efforts will include brand identity development, content concepts and visual approaches to be executed in all media approved by the CTB in the marketing plan and advertising plan.

Web Site Evaluation and Enhancements

MMC will review the preferences, site analytics, content management system, and the constituency needs for the CTB online community. MMC will present any recommendations or suggested updates to the new CTB website and provide a detailed recommendation on: content optimization strategy, monthly reporting criteria, user functionality and search engine marketing strategy.

Advertising/Media Plan

During the planning stages and marketing plan development, MMC will build an integrated advertising strategy, which supports the CTB brand by highlighting the Cambria experience. The goal of this plan will be to raise awareness and increase bookings in the shoulder season and mid-week. MMC will develop calls-to-action and campaigns to increase response levels and create brand awareness.

Social Media Plan

MMC will manage all social properties for the CTB. During the first 90 days, MMC will evaluate the current efforts and evolve/develop a social media plan to increase influencer outreach and engagement. During this phase, a content strategy, including a quarterly publishing calendar, will

be produced for all social media properties. MMC will work with the CTB to determine the viral potential of various experiences, provide key recommendations for creating new viral experiences, and work to optimize virality across properties. MMC's viral strategies include best practices, strategic prioritization, measurements, and optimization.

Public Relations

MMC will develop a detailed Public Relations strategy, which will include tactics and timelines for securing travel features that drive targeted awareness to Cambria. The plan will prioritize regional, national and international travel, lifestyle, culinary, wine and other segmented media outlets.

Constituent Communication

MMC will develop a plan to educate business owners and managers about the benefits that are available; how to identify the particular benefits that are applicable to their company; and how to go about participating in the developed programs.

Promotions & Events

Once detailed, this plan will encompass the organization of familiarization tours, press conferences and other special event and tradeshow attendance. Additionally MMC will include the creation of promotional campaigns, working with members of the CTB to develop promotions focused on increasing visibility and occupancy. These campaigns, tours and special events will be another way to generate publicity for the CTB brand.

CBID Collaboration

MMC will develop a "regional collaboration plan" which will include all co-ops in which the CTB can participate. This plan will include, but is not limited to the following co-ops: CBID Discovery Route, Stewardship Travel, and other future joint ventures.

Analytics & Reporting

Following each segment of the marketing plan, MMC will review the analytics for each deliverable. A summery report will be developed to outline the gross impressions, unique visits, and other measurable criteria. MMC uses a robust social listening tool and will develop a bi-weekly social property report.

PERFORMANCE BENCHMARKS

MMC will develop a comprehensive list of performance benchmarks to be outlined in the approved marketing plan. Per the scope of work outline provided by the CTB, the items listed below will be included in the performance benchmark outline:

- Increase the number of room stays
- Increase TOT by a minimum of 3% above the average TOT
- Maintain social property engagement (to be finalized when MMC has access to the CTB social properties)
- Increase Facebook likes (to be finalized when MMC has access to the CTB social properties)
- Report Edgerank
- Increase brand awareness

FEES & COMPENSATION

Estimated 24-Month Budget:

Account Management	\$45,500
Creative Development	\$22,500
Public Relations	\$60,000
Event/Promotions	\$36,000
Social Media	\$50,000
Email Marketing	\$12,000
Advertising/Media	\$168,000
Website	\$6000
TOTAL:	\$400,000

*This budget is an estimate and will be fully defined once MMC has developed the 24-month marketing plan. This budget is also inclusive of the 90-day transition.

Agency of Record Agreement

Prior to placement of any outside costs including media on behalf of the CTB, we will execute a standard Agency of Record Agreement authorizing MMC to place media on behalf of the CTB.

Terms

Invoices will reference each project Scope of Work, phases, services, media costs, production, ancillary fees, material expenses and sales tax, where applicable. Additional services outside the Scope of Work for each project will be approved in advance by the CTB and invoiced at \$95 per hour for each hour or fraction thereof. Invoices are billed on a net/30 cycle and are due no later than thirty days from the date of invoice. All accounts will be considered past due forty-five days from the date of the billing statement.