

**AMENDMENT NO. 2 TO THE  
AGREEMENT FOR SERVICES**

San Luis Obispo County (hereinafter "County"), and Mental Marketing Inc. and TJA Advertising (hereinafter "Marketing Agency") hereby amend the Agreement for Services dated July 24, 2012 (hereinafter "Agreement"), as follows:

**RECITALS**

**WHEREAS**, on July 24, 2012, the Board of Supervisors entered into the Agreement wherein Marketing Agency agreed to perform specialized marketing services for the San Luis Obispo Business Improvement District ("CBID"); and

**WHEREAS**, on July 24, 2014, the Board of Supervisors approved Amendment No.1 to the Agreement with Marketing Agency extending the Agreement an additional twenty-four (24) months (July 1, 2014 to June 30, 2016); and

**WHEREAS**, Marketing Agency has satisfactorily performed said services pursuant to the Agreement; and

**WHEREAS**, on June 24, 2015, the CBID Advisory Board approved recommending to the Board that the scope of work and the amount of compensation to be paid under the Agreement be increased so that Marketing Agency may provide an increased level of marketing services including, among other things, media relations, media communication tools, branding, events and activities, and stewardship programs; and

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

**AGREEMENT**

**A. Section 1.1 Mental Marketing Inc. and TJA Advertising Specified Services.**

Exhibit A referred to in Section 1.1 is hereby deleted in its entirety and replaced by the new Exhibit A, attached hereto. All other provisions of this Section 1.1 shall remain unchanged.

**B. Section 2 Payment is hereby amended as follows.**

The second sentence is hereby deleted in its entirety and replaced with the following:

"Total cost of services outlined in Exhibit A shall not exceed \$679,000 for FY 2015-16."

All other provisions of this Section 2 shall remain unchanged.

C. All provisions of the Agreement not affected by this Amendment No. 2 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Agreement as set forth below.

MENTAL MARKETING, INC.

COUNTY OF SAN LUIS OBISPO

By: [Signature]

By: \_\_\_\_\_

Dated: 7-22-15

AUTHORIZED BY BOARD ACTION

TJA ADVERTISING AND PUBLIC RELATIONS

\_\_\_\_\_, 2015

By: [Signature]

Dated: 7/13/2015

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: 7/23/15