

**AMENDMENT NO. 3 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 August 12, 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**, on August 11, 2015, the Board of Supervisors approved Amendment No.2 to the Agreement with Marketing Agency increasing the cost of services to a not exceed amount of \$679,000; and

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

**WHEREAS**, on May 25, 2016, the CBID Advisory Board approved recommending to the Board that the Agreement with Marketing Agency be extended an additional twelve (12) months (July 1, 2016 – June 30, 2017) and that the contract amount be increased to \$794,000 so the Marketing Agency can provide an increased level of marketing services as detailed in the revised scope of work; 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 \$794,000 for FY 2016-17."

All other provisions of this Section 2 shall remain unchanged.

C. **Section 3 Term of Agreement is hereby amended as follows.**

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

"The term of this Agreement shall be for one year (1) years beginning July 1, 2016 through June 30, 2017 except in the event that the funding of the CBID through assessments upon the lodging businesses within its boundaries is not renewed for FY 2017-18."

Q All provisions of the Agreement not affected by this Amendment No. 3 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to the Agreement as set forth below.

MENTAL MARKETING, INC.

COUNTY OF SAN LUIS OBISPO

By: [Signature]

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

Dated: 8/24/2016

AUTHORIZED BY BOARD ACTION

TJA ADVERTISING AND PUBLIC RELATIONS

\_\_\_\_\_, 2016

By: [Signature]

Dated: 8/24/2016

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: 8/30/16