# Amendment No. 1 to Agreement Between The County of Lake and This Is Crowd USA, Inc.

This Amendment No. 1 to Agreement is made and entered into this 15th day of January, 2019 by and between the COUNTY OF LAKE, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and This is Crowd USA, Inc. (hereinafter referred to as "CONTRACTOR").

# RECITALS

WHEREAS, the parties hereto have entered into an Agreement dated July 1, 2018 under which CONTRACTOR will provide services to the County as per Exhibit A, Scope of Services; and

WHEREAS, the parties desire to amend the compensation of the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

# 1. Section 2- TERM is hereby amended to read:

"This Agreement shall commence on July 1, 2018 and shall terminate on June 30, 2019."

# 2. Section 4 – COMPENSATION is hereby amended to read:

"Contractor has been selected by County to provide the services described in Exhibit "A" (Scope of Services" attached hereto, provided that the Contractor is not in default under any provisions of this agreement. Compensation to Contractor under this agreement shall not exceed Twenty-seven Thousand and Seventy dollars (\$27,070,00) inclusive of all Contractor's expenses."

CONTRACTOR

The Parties agree that all other terms and conditions of the original Agreement shall remain in full force and effect.

COUNTY OF LAKE	CONTRACTOR	
By:CHAIR, Board of Supervisors	By: Tod Hardin This is Crowd USA, Inc.	_
ATTEST: CAROL J. HUCHINGSON Clerk to the Board of Supervisors	APPROVED AS TO FORM: ANITA L. GRANT County Counsel:	
BY:		

#### AGREEMENT FOR THIS IS CROWD USA, INC.

#### **EXHIBIT "A" – SCOPE OF SERVICES**

## 1. CONTRACTOR RESPONSIBILITIES.

- 1.1 Develop, produce, and supply an ongoing digital advertising campaign utilizing County approved experiences to promote Lake County as a vacation destination, along with targeting campaigns to direct website and other visitors to visit and stay in Lake County. The Contractor will provide twelve (12) hours of general services which would include, but not be limited to, specific campaigns as identified by County and Contractor, general website maintenance, and overall account management.
- 1.2 Social media management and reporting.
- 1.3 Google AdWords management and reporting.
- 1.4 Email Marketing Management (design, content setup, sending, and reporting)
- 1.5 Creation of Stakeholder Toolkit, to include all updates to it throughout the year.
- 1.6 Creation of a dog-friendly web experience page
- 1.7 Love Lake County Campaign
- 2. <u>REPORTING REQUIREMENTS</u>. Contractor shall submit monthly reports in a format approved by County by the 10<sup>th</sup> of the month following the report period, as well as a year-end summary report.
- 3. RECORDS RETENTION. Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

## 4. **COUNTY RESPONSIBILITIES.**

- 4.1 Will provide campaign input and direction to Contractor.
- 4.2 County will pay Contractor no more than \$2345 per month on the last Friday of each month upon Contractor's invoicing County for general services.
- 4.3 County will pay Contractor \$5000 for Love Lake County Campaign. \$2500.00 upon Contractor's invoice of initiation of campaign and Contractor's invoice of \$2500.00 upon completion.

# AGREEMENT FOR THIS IS CROWD USA, INC.

4.3 Total payments provided under this agreement shall not exceed nineteen thousand seventy dollars (\$19070.00).