

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE ECONOMIC VITALITY CORPORATION OF SAN LUIS OBISPO COUNTY
FOR PROVISION OF ECONOMIC DEVELOPMENT SERVICES**

THIS AGREEMENT is made and entered into on _____, 2013, by and between the **ECONOMIC VITALITY CORPORATION OF SAN LUIS OBISPO COUNTY**, a California non-profit corporation (hereinafter referred to as "the EVC"), and the **COUNTY OF SAN LUIS OBISPO**, a political subdivision of the State of California (hereinafter referred to as "the County").

WITNESSETH:

WHEREAS, the Economic Element of the San Luis Obispo County General Plan establishes programs to retain, expand and attract businesses in order to enable residents to find employment and pursue the lifestyles that they value; and

WHEREAS, the Economic Element of the San Luis Obispo County General Plan identifies the EVC as an agency responsible for implementing some of its programs; and

WHEREAS, the EVC is also assisting the County by facilitating implementation of a countywide economic strategy; and

WHEREAS, the EVC submitted an application to the County for a grant of \$98,775 in County funds for services which the EVC will provide to implement Economic Element programs (hereinafter referred to as "the Project"); and

WHEREAS, the County finds that the Project is eligible for a County grant of County funds as a community project; and

WHEREAS, the Board of Supervisors approved the renewal agreement with the EVC to provide \$98,775 in County funds for the Project (hereinafter referred to as "the Original Agreement"); and

WHEREAS, the County and EVC now wish to provide for an increased level of effort by the EVC to implement a countywide economic strategy which can be made possible through an additional \$50,000 in County funds.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, the parties agree as follows (Italics represent additions and strikethroughs represent deletions):

1. **Paragraph 1. Scope of Work** of the Original Agreement is hereby amended to read as follows:

The Scope of Work shall include tasks and activities deemed necessary by the EVC to implement economic development programs identified in the Economic Element of the County General Plan. Said tasks and activities shall be completed prior to July 1, 2014. The following quantified objectives will be employed by the County to evaluate the EVC performance under this Agreement:

- A. Acting as lead agency, assist the County by facilitating implementation and preparing updates as needed for a countywide economic strategy.
- B. Obtain matching funds in an amount at least equal to the amount of funding provided by the County (any non-county funding secured by the EVC for the countywide economic strategic plan shall be counted toward this matching funds performance objective);
- C. Convene at least one seminar on a topic related to the economic strategy that will assist and improve county businesses and the county economy.
- D. Act as a referral agency to the County, engaging cluster industry stakeholders and facilitating input on proposed policy adoption and modification actions.
- E. Monitor opportunities for statewide action pertaining to economic initiatives. Engage cluster industry and other community stakeholders as feasible and appropriate.
- F. Establish and maintain collaborative relationships with economic development and workforce development partners locally and in adjacent regions (Monterey, Santa Barbara, Ventura *counties*).

- G. *Finalize and present economic analysis pilot project report and recommendations.*
- H. *Establish guidelines for clusters to provide input to county regarding infrastructure planning and finance.*
- I. *Finalize, issue and present report on workforce housing survey.*
- J. *Complete an assessment and report findings of commercial and manufacturing facility needs based upon input from knowledge and information and specialized manufacturing cluster companies.*
- K. *Assist Specialized Manufacturing cluster to develop a structure and populate a complete database of all manufacturing firms in the county.*

2. Paragraph 2. Compensation of the Original Agreement is hereby amended to read as follows:

The County hereby agrees to transfer to the EVC the amount of ~~\$98,775~~ **148,775** in County funds in return for completing the Scope of Work described in paragraph 1 of this Agreement. The EVC understands and agrees that the County has no obligation to award further, additional or ongoing grants beyond those provided under this Agreement.

3. Paragraph 3. Billing of the Original Agreement is hereby amended to read as follows:

The County shall approve and authorize payment of the ~~\$98,775~~ **148,775** in County funds to the EVC in four quarterly payments as follows:

- A. August 2013: \$24,694.00
- B. October 2013: \$24,694.00
- C. January 2014: ~~\$24,694.00~~ **49,694.00**
- D. April 2014: ~~\$24,693.00~~ **49,693.00**

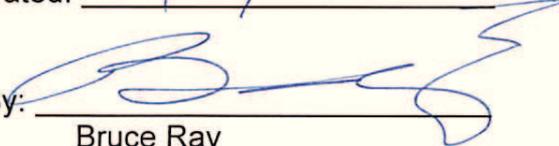
4. Except as expressly amended herein, all provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

ECONOMIC VITALITY CORPORATION OF SAN LUIS OBISPO COUNTY
A California non-profit corporation

By: 
Michael Manchak
President and CEO

Dated: 11/29/13

By: 
Bruce Ray
Secretary of the EVC Board of Directors

Dated: 11/26/13

COUNTY OF SAN LUIS OBISPO

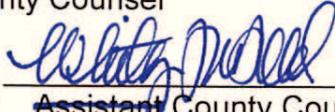
By: _____
Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy Assistant County Counsel

Dated: 12/2/13