

**AMENDMENT No. 2 TO THE
AGREEMENT FOR EMPLOYMENT 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 MarketCher (hereinafter "Administrator") with reference to the following facts.

RECITALS

WHEREAS, on December 13, 2011, the County of San Luis Obispo entered into an Agreement for Special Services with Administrator wherein Administrator to perform specialized administrative services for the County and the San Luis Obispo Business Improvement District ("CBID"); and

WHEREAS, on December 17, 2013, the County, on behalf of the CBID, approved Amendment No. 1 extending the term of the agreement for twenty-four (24) months beginning January 1, 2014 and ending December 31, 2015; and

WHEREAS, on September 17, 2014, the CBID Advisory Board approved a recommendation that Administrator's monthly salary be increased by a Consumer Price Index (CPI) increase retroactive to January 1, 2014.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to this Amendment No. 2 to the Agreement for Special Services as follows:

A. Paragraph 2 (Payment) is deleted in its entirety and replaced with the following language:

For all services and incidental costs required hereunder, the Administrator shall be compensated for the services set forth in Section 1.1 of this Agreement. Total annual salary shall not exceed \$120,000 per year plus expenses as noted below, except for cost of living adjustments, when applicable, as stated below. The Administrator shall invoice the County monthly and CBID for all services provided hereunder.

- \$10,000 per month salary;
- Mileage shall be paid at the Federal rate – currently at \$0.56
- Meals and Lodging rates will be paid at the rates set forth in the County's approved Travel Policy;
- Postage and Office supplies;
- A dedicated phone line;

- Reimbursements for any event, conference or workshop that the CAO attends on behalf of the CBID Advisory Board.

Beginning on January 1, 2014, and each year thereafter on January 1 for the term of this Agreement, Administrator shall receive performance reviews and be eligible for salary cost of living increases ("COL Increase") on an annual basis. Should the Administrator receive a "satisfactory" or above rating on her annual performance review, Administrator will be eligible for COL Increases at a rate not less than the Consumer Price Index -- All Urban Consumers (CPI-U) for the California region as published by the U. S. Department of Labor, Bureau of Labor Statistics, based on the amount of Administrator's salary.

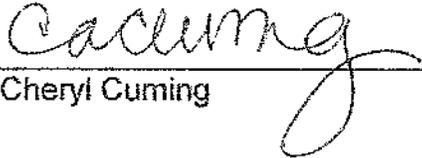
Administrator's salary shall not be adjusted downward as a result of a decrease in the above-referenced Consumer Price Index.

B. All provisions of the Agreement and Amendment No. 1 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 Agreement dated as of the last date set forth below.

MARKETCHER

COUNTY OF SAN LUIS OBISPO

By: 
Cheryl Cuming

By: _____

AUTHORIZED BY BOARD ACTION

_____, 2014

ATTEST

By: _____
Clerk of the Board of Supervisors

DATED: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Chief Deputy County Counsel

DATED: 12/9/14