FIRST AMENDMENT TO AGREEMENT FOR ECONOMIC DEVELOPMENT AND BUSINESS ASSISTANCE SERVICES

This First Amendment to Agreement for Economic Development and Business Assistance Services for Fiscal Years 2020-22 (First Amendment) effective July 1, 2022, is entered into by and between the City of Lompoc, a municipal corporation (CITY), and Lompoc Valley Chamber of Commerce, a California non-profit corporation (CHAMBER).

WITNESSETH:

WHEREAS, CITY and CHAMBER entered into that certain Agreement for Economic Development and Business Assistance Services dated September 10, 2020 (Agreement), whereby CHAMBER is to perform services related to promoting Lompoc as a tourism destination and for business development; and

WHEREAS, CITY and CHAMBER wish to extend the term and increase the compensation accordingly to the Agreement.

NOW, THEREFORE, the parties hereto do hereby mutually covenant and agree as follows:

1. Section 2. of the Agreement is hereby amended as follows (**bold underlined** text is added, stricken text is deleted):

<u>SCOPE OF SERVICES AND COMPENSATION</u>. During the two-year three-year term of this Agreement, CHAMBER shall perform the following services in fulfillment of this Agreement:

A. Economic Development, Business Assistance Services and Tourism

Compensation: Not to exceed \$108,000.00/year

Method of Payment: CHAMBER shall be paid \$9,000 during the first two

weeks of each month of the term of this Agreement.

2. Section IV. of the Agreement is hereby amended as follows (**bold underlined** text is added, **stricken** text is deleted):

<u>TERM OF AGREEMENT</u>. This Agreement commences on July 1, 2020, and terminates on <u>June 30, 2022</u> <u>June 30, 2023</u>, unless earlier terminated as provided in Section V, below.

3. Except as expressly provided herein the terms and condition of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the below individuals have executed this Amendment on behalf of City and Consultant, respectively.

By: ______
Jeff Malawy, City Attorney