

**FIRST AMENDMENT TO
AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES
(Yamhill County and SEDCOR)**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment #1") is made by and between **Yamhill County**, a political subdivision of the State of Oregon ("County"), and the **Strategic Economic Development Corporation of the Mid-Willamette Valley, Oregon** ("SEDCOR"), an Oregon nonprofit corporation located at 626 High Street, NE, Suite 200, Salem, OR 97301 ("Contractor").

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of February 6, 2018 (the "Underlying Agreement"), memorialized as B.O. 18-26, pursuant to which Contractor is to provide economic development services to County (the "Project").

B. County and Contractor now desire to amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

1. The first and second sentences of Section 4 of the Underlying Agreement is hereby amended to read as follows:

"Unless previously terminated in accordance with Section 8, Contractor will provide services for a fee of \$12,267.00 per month, beginning on March 1, 2018 and continuing through the end of February, 2019. Unless previously terminated in accordance with Section 8, Contractor will provide Services for a fee of \$12,234.00 per month, beginning on March 1, 2019 and continuing through the end of February, 2020."

The balance of Section 4 remains unchanged.

2. Section 8.a. of the Underlying Agreement is hereby amended to read as follows:

"a. Term. Unless terminated in accordance with subsection (2), the term of this Agreement is from January 11, 2018 through February 29, 2020 and supersedes any prior agreements between the parties. Upon mutual written agreement of the parties this Agreement may be extended for up to two (2) additional one year terms.

The balance of Section 8 remains unchanged.

3. The balance of the Underlying Agreement remains unchanged.

4. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of County and Contractor enforceable according to the terms thereof.

5. Authority. County and Contractor and each of the persons executing this Amendment #1 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

6. Binding Effect. All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

7. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

8. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #1 on the date indicated by their duly authorized officials.

CONTRACTOR

[Signature]
Print Name/Title Chce Pizarren, President
Date: 2/23/18

Ss#/Tax ID#: 93-0810393

APPROVED AS TO FORM

By: [Signature]
CHRISTIAN BOENISCH
County Counsel

YAMHILL COUNTY, OREGON

[Signature]
MARY STARRETT, Chair
Board of Commissioners

Date: 4/19/18

[Signature]

LAURA TSCHABOLD
County Administrator

Date: 4-19-18