

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
Mike Brandt**

THIS AMENDMENT NO. 2 ("Amendment #2") shall be made effective as of July 1, 2018 by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners ("County") and Mike Brandt, an individual, PO Box 70, Lincoln City, OR 97367 ("Brandt")

RECITALS

A. County and Brandt are parties to that certain contract dated July 28, 2016 (the "Underlying Contract"), pursuant to which Brandt provides County with professional management consulting services in the area of planning, development, inspections and related services. The Underlying Contract is memorialized in Yamhill County records as Board Order 16-311. The Underlying Contract was first amended on July 6, 2017, memorialized as B.O. 17-269.

B. County and Brandt now desires to further modify the Underlying Contract upon the terms and conditions more particularly set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 4, subsection 1 of the Underlying Contract, "Term," is hereby amended to extend the Underlying Contract through June 30, 2019, unless otherwise terminated earlier in accordance with Section 4, subsection 2.

The balance of Section 4 remains unchanged.

2. Ratification. Except as otherwise expressly modified by the terms of this Amendment #2, the Underlying Contract shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Contract 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 Brandt enforceable according to the terms thereof.

3. Authority. County and Brandt and each of the persons executing this Amendment #2 on behalf of County and Brandt hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into this Amendment #2, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

4. Binding Effect. All of the covenants contained in this Amendment #2 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.

5. Counterparts. This Amendment #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.

6. Recitals. The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 on the dates set forth adjacent to their signatures below.


MIKE BRANDT
Date: 6-27-18

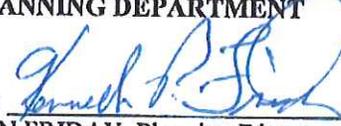
YAMHILL COUNTY
BOARD OF COMMISSIONERS

MARY STARRETT, Chair
Date: 6/28/18

SS#: on file

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH, County Counsel

PLANNING DEPARTMENT
By: 
KEN FRIDAY, Planning Director