

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

THIS SECOND AMENDMENT ("Amendment #2") 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 February 6, 2018 (the "Underlying Agreement"), pursuant to which Contractor provides economic development services to County. The Underlying Agreement is memorialized in Yamhill County records as Board Order 18-26.

B. County and Contractor agreed to Amendment #1, dated April 18, 2018, which amended Section 4 and Section 8.a. of the Underlying Agreement. Amendment #1 is memorialized in Yamhill County records as Board Order 18-114.

C. County and Contractor now desires to further modify certain terms of the Agreement upon the terms and conditions more particularly set forth herein below and to continue the remaining terms in full force and effect .

**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 1 of the Underlying Agreement is hereby amended to add to the Services of Contractor and Contractor agrees that, in addition to the Services provided in the Underlying Agreement, the Contractor will also work with the County to investigate and plan the consideration of implementing Enterprise Zones in Yamhill County.

The balance of Section 1 remains unchanged.

2. Section 4 of the Underlying Agreement is hereby amended to add fees for Services in the amount of \$12,234.00 per month, beginning on March 1, 2020 and continuing through December 31, 2021. Unless previously terminated in accordance with Section 8, Contractor shall be compensated in the total amount of \$269,148.00 for Services rendered under this Amendment #2 and the Underlying Agreement, which amount shall also be the maximum not-to-exceed amount to be paid under this Amendment #2 and Underlying Agreement unless the Underlying Agreement is further amended or extended in writing signed by both parties.

The balance of Section 4 remains unchanged.

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

"a. Term. Unless terminated in accordance with subsection (2), the extended term of the Underlying Agreement is from March 1, 2020 through December 31, 2021 and supersedes any prior agreements between the parties. Upon mutual written agreement of the parties the Underlying Agreement may be extended for up to two (2) additional year terms.

The balance of Section 8 remains unchanged.

4. Ratification. Except as otherwise expressly modified by the terms of this Amendment #2, 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 #2 on behalf of County and Contractor 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.

6. 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.

7. 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.

8. 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.

**SEDCOR**

  
(signature)

Name: Erik Andersson

Title: President

Date: November 4<sup>th</sup>, 2019

Fed Tax I.D. No: 93-0810393

**YAMHILL COUNTY, OREGON**

  
RICHARD L. "RICK" OLSON, Chair  
Board of Commissioners

Date: 11-19-19

  
KENNETH HUFFER  
County Administrator

Date: 11-14-19

**APPROVED AS TO FORM:**

By:   
CHRISTIAN BOENISCH, County Counsel

Accepted by Yamhill County  
Board of Commissioners on  
11/14/19 by Board Order  
# 19-455