

**AMENDMENT NO. 2 TO AGREEMENT FOR
TECHNICAL DOCUMENT SERVICES BETWEEN
ANDREA L. WHITE DBA TRASK MOUNTAIN EDITING AND YAMHILL COUNTY**

THIS AMENDMENT NO. 2 ("Amendment #2") shall be made effective as of the last date set forth adjacent to the signatures of the parties below, by and between **Yamhill County**, a political subdivision of the State of Oregon ("County"), acting by and through its Department of Assessment and Taxation and **Andrea L. Umfleet** doing business as Trask Mountain Editing, with its principal place of business located at 1970 N College St, Apt 1, Newberg, OR 97132 ("Contractor"), referred to individually as Party and collectively as Parties.

RECITALS

- A. County and Contractor are parties to that certain agreement dated as of October 10, 2019, (the "Underlying Agreement") pursuant to which Contractor provides professional technical drafting and experience creating technical procedures and process manuals, plans and related document services. The Underlying Agreement is memorialized in Yamhill County Records as Board Order 19-408. The Underlying Agreement was first modified on June 11, 2020, memorialized as Board Order 20-176.
- B. County and Contractor now desire to further amend the Underlying Agreement upon the term and conditions as more particularly set forth herein below to include additional services in the form of professional technical drafting and experience creating technical procedures and process manuals, plans and related document services.
- C. Capitalized terms not defined herein shall have the meaning attributed to such terms in the Agreement.

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 extend the term of the Underlying Agreement through June 30, 2021.

The balance of Section 1 remains unchanged.

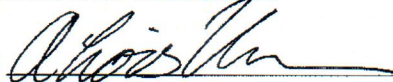
- 2. Section 4 of the Underlying Agreement is hereby amended to increase the maximum payment amount obligated for performance of Services under the Agreement for Services provided during the period January 1, 2021 through June 30, 2021 not to exceed the total of \$10,000. The maximum amount payable for performance of services under this Agreement, including additional sums under Amendment #1 and this Amendment #2 is now \$70,000.00.
- 3. **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.

4. **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.
5. **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.
6. **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.
7. **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 #1 on the dates set forth adjacent to their signatures below.

ANDREA L. UMFLEET

By: 
(signature)

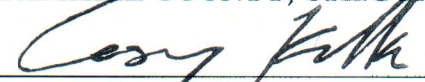
Date: 11/5/20

Andrea Lois Umfleet
Printed Name

Title: Technical Editor

Fed Tax I.D. No: _____

YAMHILL COUNTY, OREGON



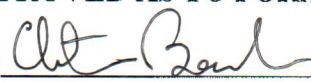
CASEY KULLA, Chair
Board of Commissioners

Date: 11/12/2020


DERRICK WHARFF, Assessor

Date: 11/5/20

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH, County Counsel

Accepted by Yamhill County
Board of Commissioners on
11/12/2020 by Board Order
20-410