

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

THIS THIRD AMENDMENT (“Amendment #3”) 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 agreed to Amendment #2, dated November 14, 2019, which Section 1, Section 4, and Section 8.a. of the Underlying Agreement. Amendment #2 is memorialized in Yamhill County records as Board Order 19-455.

D. 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 administer the “Localization of the Supply Chain” grant program for the Impacted Industries portion of the American Rescue Plan Act (ARPA) funds. Contractor will also assist with other ARPA grant programing that is specifically identified to assist with Impacted Industries and advise County on other ARPA-related funding opportunities that have a direct impact or benefit to Economic Development.

The balance of Section 1 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 extended term of the Underlying Agreement is from January 1, 2022, through June 30, 2022 and supersedes any prior agreements between the parties. Upon mutual agreement of the parties that Underlying Agreement may be extended for an additional six months. Parties will agree to meet in early April 2022 to review status and begin potential transition planning should Agreement not be extended.

The balance of Section 8 remains unchanged.

3. Ratification. Except as otherwise expressly modified by the terms of this Amendment #3, 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 #3 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #3 and has taken all action required to authorize such party (and each person executing this Amendment #3 on behalf of such party) to enter into this Amendment #3, 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 #3 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 #3 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #3.

7. Recitals. The foregoing recitals are intended to be a material part of this Amendment #3 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 on the dates set forth adjacent to their signatures below.

**SEDCOR**

  
ERIK ANDERSSON

President

Date: Dec 30, 2021

Fed Tax I.D. No: 93-0810393

**YAMHILL COUNTY, OREGON**

  
MARY STARRETT, Chair

Board of Commissioners

Date: 12/23/21

  
KENNETH HUFFER

County Administrator

Date: 12/23/21

**APPROVED AS TO FORM:**

By: 

CHRISTIAN BOENISCH, County Counsel

Accepted by Yamhill County  
Board of Commissioners on  
12/23/21 by Board Order  
# 21-505