



Amendment #1 to the:

SOFTWARE LICENSE RENEWAL and RELATED PROFESSIONAL APPRAISAL SERVICES AGREEMENT

between Woolpert, Inc., dba as Data Cloud Solutions, a
Woolpert Company and Yamhill County, OR.

Section 1. General

1/26/2024

THIS Amendment #1, made and entered into this _____ day of _____, 2023, by and between Data Cloud Solutions, a Woolpert Company whose address is 1730 N. Limestone Street, Suite A, Springfield, OH 45503 (hereinafter referred to as “DCS” or “Woolpert, Inc.”) and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Assessor’s Office at 535 NE 5th St #42, McMinnville, OR 97128, (hereinafter referred to as the “Customer”), provides for Changes under the Software License Renewal and Related Professional Appraisal Services Agreement accepted on 10/25/2018 by Yamhill County Board of Commissioners’ Board Order 18-382; with an effective date of 11/1/2018. Such Changes are described under Section 2 of this Amendment.

Section 2. General Description of Changes and Services

The Changes and/or additional services to be provided to the Customer are identified below.

1. Extend the Term through June 30, 2030.
2. Reduce CAMA Cloud licenses devices from 10 mobile + 7 desktop administrative consoles to 7 + 5, respectively.
3. Include optional upgrades: AdvancedMaps and Future Year Layer.
4. Services listed as “DCS Responsibilities” within Exhibit “B”.

Section 3. Compensation

Compensation to be paid by the Customer to DCS shall be as follows:

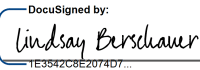
1. Professional Services, pertaining to DCS Responsibilities within Exhibit “B”, shall not exceed \$65,000.
 - a. Billable Units = \$12,500 for the sketch conversion environment creation and related project management, + \$0.95 per processed sketch vector file and/or related CAMA improvement record + \$0.55 per converted addition (e.g., main living area, garage, deck, patio, outbuilding); not to exceed \$5.25 per sketch file/improvement record.
 - i. By way of example, a sketch with 2 defined areas (converted additions) would be invoiced at a rate of \$2.05 (\$0.95 + [\$0.55 x 2]), while 6 defined areas will be \$4.25, and sketches/improvements with 8+ additions = \$5.25 (not \$5.35).
 - b. 100% of the aforementioned \$12,500 shall be due within 30 days of executing this Amendment #1.
 - c. DCS will issue an invoice every 2-4 weeks for an amount which shall reflect the services performed in the preceding applicable time period, less a 10% holdback for that then current invoice amount. The Billable Unit details of the services completed shall be submitted with each invoice.
 - i. The balance of the holdback shall be paid by Customer to DCS within 45 days of DCS’ delivery of the services described in Exhibit “B”.



All other terms and conditions remain the same.

IN WITNESS WHEREOF, this Amendment, which is subject to the terms and conditions of Sections 1 through 3, Attachment(s), and the aforementioned Agreement, is accepted as of the date first written above.

Yamhill County, OR (“Customer”)

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Signed

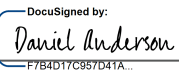
Lindsay Berschauer

Printed Name

Chair, Board of Commissioners

Title

Data Cloud Solutions, a Woolpert Company (“DCS”)

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Signed

Daniel Anderson

Printed Name

Vice President, DCS Exec. Practice Leader

Title

Approved by the BOC on:1/25/24
via Board Order No.:24-16