

14 MAY 15 P3:00

AMENDMENT #1 TO CONSULTING SERVICES AGREEMENT

**Yamhill County EBDMI Policy Team
(Yamhill County and Tom O'Connor)**

THIS AMENDMENT TO CONSULTING SERVICES AGREEMENT (this "Amendment") is made effective October 1, 2013 between **Yamhill County**, a political subdivision of the State of Oregon (referred to as "County" herein) and **Tom O'Connor**, operating under the assumed business name "Transforming Corrections", located at 1420 Court St NE, Salem, OR 97301 (referred to as "Consultant" herein) for performance of consulting services with the County's EBDMI Task Force.

RECITALS:

A. County and Consultant are parties to that certain agreement dated as of May 1, 2013 (the "Underlying Agreement"), pursuant to which Consultant provides consulting services to County's EBDMI Policy Team, a group established to implement evidence-based practices in the County's criminal justice system.

B. County and Consultant now desire to amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinbelow and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Consultant intending legally to be bound, hereby agree as follows:

1. Section 3 of the Underlying Agreement is hereby amended to extend the term of the Underlying Agreement from September 30, 2013 through December 31, 2014. The balance of Section 3 remains unchanged.

2. Ratification. Except as otherwise expressly modified by the terms of this Amendment, 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 Consultant enforceable according to the terms thereof.

3. Authority. County and Consultant and each of the persons executing this Amendment on behalf of County and Consultant hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment and has taken all action required to authorize such party (and each person executing this Amendment on behalf of such party) to

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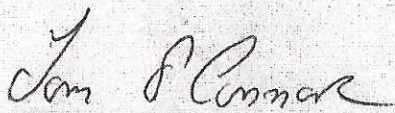
enter into this Amendment, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

4. Binding Effect. All of the covenants contained in this Amendment 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 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment on the date indicated by their duly authorized officials.



TOM O'CONNOR,

Date: May 6, 2014

Fed. Tax I.D. No: 215-25-2902

YAMHILL COUNTY
BOARD OF COMMISSIONERS



MARY P. STERN, Chair

Date: 5-15-14



TED SMJETANA, Director

Department of Community Corrections

Date: 5-6-14

APPROVED AS TO FORM

By: 

CHRISTIAN BOENISCH
County Counsel

Proposal

The Center for Effective Public Policy submits the following proposal for technical assistance to the Yamhill County EBDMI Policy Team.

Scope of Work

The Carey Group will provide the following services:

1. Facilitate meetings of the Yamhill County EBDM Policy Team, the Sentencing team and the Pre-Trial team and provide ongoing evidence-based technical support as these teams implement change strategies consistent with the EBDM Framework and Initiative principles.
2. Assist the EBDM project with data analysis, report and grant writing.
3. Coach the Policy Team Members in Structural Dynamics and Face-to Face communication strategies to improve the functioning of the team.
4. Complete a monthly report updating the EBDMI Policy Team on the implementation activities and accomplishments for the period.
8. The Consultant shall submit monthly invoices detailing the kind and hours of services provided each month.
9. Provide evidence-based training and coaching, if requested, for the staff and colleagues of the participating offices and departments.

Costs

The Center for Effective Public Policy will provide technical assistance in accordance with the above Scope of Work at the rate of **\$187.50** per hour, which includes wages, fringes, and all indirect costs.