

15 FEB 23 P4:18



Agreement Number 143687

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 03 to Agreement Number 143687 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Yamhill County
Allen Springer, Chair
535 NE Fifth Street
McMinnville, Oregon 97128
Telephone: (503) 434-7501
Facsimile: (503) 434-7553
springera@co.yamhill.or.us**

hereinafter referred to as "County," and

**Yamhill County District Attorney
Bradley C. Berry
535 E. 5th Avenue
McMinnville, Oregon 97128
Telephone: (503) 434-7539
Facsimile: (503) 434-5760
berryb@co.yamhill.or.us**

hereinafter referred to as "District Attorney."

B.O. 14-493

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Section IV Payments, is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - A. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes allowable expenses, is ~~\$88,337~~ **\$101,378.15**. DHS shall not pay County any amount in excess of the not-to-exceed amount for performing the Work, and shall not pay for Work until this Agreement has been signed by all parties.
 - B. DHS shall only pay for performed Work under this Agreement, and may make interim payment as follows:

Designated Funds	Effective Dates	Amount	Quarterly Payment
State General Funds	July 1, 2013 – June 30, 2015	\$53,337 <u>\$66,378.15</u>	NTE \$6,667.13 (first 4 quarters) <u>NTE \$9,927.42</u> <u>(remaining 4 quarters)</u> per Exhibit A, Part 2
Title IV-E Funds (CFDA #93.658)	July 1, 2013 – June 30, 2015	\$35,000	Calculated in accordance with Exhibit A, Part 4

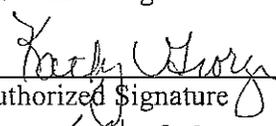
3. **Certification.**
 - a. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
 - (1) The information shown in Data and Certification, of original Agreement or as amended is County's and District Attorney's true, accurate and correct information; and
 - (2) County and District Attorney are not subject to backup withholding because:
 - (a) County and District Attorney are exempt from backup withholding;
 - (b) County and District Attorney have not been notified by the IRS that County or District Attorney are subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County and District Attorney that County and District Attorney are no longer subject to backup withholding.

- b. County and District Attorney hereby certify that the FEIN provided to DHS is true and accurate. If this information changes, County and District Attorney are also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County and District Attorney certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

5. Signatures.

Yamhill County

By:

	Chair	8-14-14
Authorized Signature	Title	Date
	Vice Chair	8-14-14
Authorized Signature	Title	Date
	Commissioner	
Authorized Signature	Title	Date

Yamhill County District Attorney

		8-19-14
Bradley C. Berry		Date

State of Oregon acting by and through its Department of Human Services

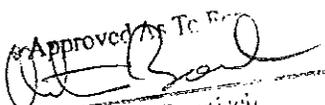
By:

<i>See next page</i>		
Authorized Signature	Title	Date

Approved for Legal Sufficiency
Not required per OAR 137-045-0030(1)(a)

Office of Contracts and Procurement

<i>See next page</i>		
Jewelee Bell, Contract Specialist		Date

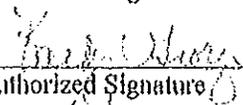
Approved by To: 
by Christian Boenisch
County Counsel
Yamhill County

- b. County and District Attorney hereby certify that the FEIN provided to DHS is true and accurate. If this information changes, County and District Attorney are also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County and District Attorney certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

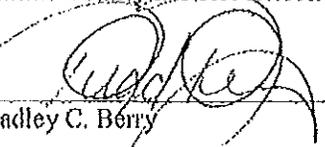
5. Signatures.

Yamhill County

By:

	Chair	8-14-14
Authorized Signature	Title	Date
	Vice Chair	8-14-14
Authorized Signature	Title	Date
	Commissioner	
Authorized Signature	Title	Date

Yamhill County District Attorney

		8-19-14
Bradley C. Berry		Date

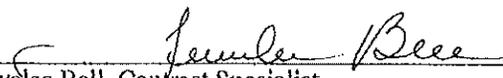
State of Oregon acting by and through its Department of Human Services

By:

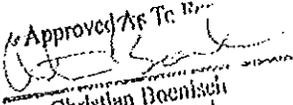
sandy.dugan@dhsosha.state.or.us	Digitally signed by sandy.dugan@dhsosha.state.or.us DN: cn=sandy.dugan@dhsosha.state.or.us Date: 2014.08.29 08:41:23 -07'00'	
Authorized Signature	Title	Date

Approved for Legal Sufficiency
Not required per OAR 137-045-0030(1)(a)

Office of Contracts and Procurement

		9/2/14
Jewelée Bell, Contract Specialist		Date

143687-3 jmb
DHS IGA County Amendment

Approved As To Form
by 
Christian Boenisch
County Counsel
Yamhill County

Page 3 of 3
Accepted by Yamhill County
Board of Commissioners on
8-14-14 by Board Order
14-493