

Agreement Number 152838



**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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This is amendment number 1 to Agreement Number 152838 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Yamhill County
Acting by and through Its
Yamhill County Health and Human Services
Attention: Krisan Pendleton
627 NE Evans Street
McMinnville, OR 97128
Telephone: (503) 427-4022
E-mail address: pendletk@co.yamhill.or.us**

hereinafter referred to as "County."

RECITALS

WHEREAS, DHS and County entered into that certain Agreement number 152838 effective on January 1, 2017 incorporated herein by this reference (the Agreement);

WHEREAS, DHS and County intended to amend the Agreement to extend its effectiveness through January 31, 2019;

WHEREAS, the proposed amendment number 01 to extend the effectiveness of the Agreement and otherwise modify it was not executed by the parties prior to the Agreement's expiration date;

WHEREAS, the Agreement expired on December 31, 2018 in accordance with its terms;
and

WHEREAS, DHS and County desire to reinstate the Agreement in its entirety as of December 31, 2018, and to amend the Agreement (once reinstated) to extend its effectiveness through January 31, 2019, as set forth herein.

B.D. 19-27

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows;

AMENDMENT

1. **Reinstatement.** DHS and County hereby reinstate the Agreement in its entirety as of December 31, 2018 and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. DHS and County further agree that, upon the amendment of **Section 1. "Effective Date and Duration"** of the Agreement pursuant to Paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1. "Effective Date and Duration"**, as amended, subject to the termination provisions otherwise set forth in the Agreement.

2. **Amendment.** DHS and County hereby amend the Agreement as follows.
Amend only **Section 1 Effective Date and Duration**, to read as follows:

Language to be deleted or replaced is struck through; new language is **underlined and bold**.

This Agreement, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice or January 1, 2017 whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~December 31, 2018~~ **January 31, 2019**. Agreement termination shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Agreement or that has not been cured.

3. 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 certifies 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.

4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:

a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

- b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
- c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- d. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

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5. **County Data.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Yamhill County

Street address: 434 NE Evans Street

City, state, zip code: McMinnville, OR 97128

Email address: lundepend@co.yamhill.or.us

Telephone: (503) 434-7501 Facsimile: (503) 434-7553

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 07/01/2019

6. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Yamhill County

By:

Richard Olson

Authorized Signature

Richard L. Olson

Printed Name

Chair - Commissioner

Title

1/31/19

Date

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

By:

[Signature]

Authorized Signature

Carrie J. Jones

Printed Name

DAS ARD CAS

Title

1/31/2019

Date

Intermittent Negk.

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)

Department of Justice

Date

Accepted by Yamhill County Board of Commissioners on

1/31/19 by Board Order

19-27