

**FIRST AMENDMENT TO GRANT AGREEMENT
LUTHERAN COMMUNITY SERVICES NORTHWEST**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment #1”) is made effective November 1, 2019 between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners (“County”) and Lutheran Community Services Northwest, an Oregon nonprofit corporation, located at 605 SE Cesar E. Chavez Boulevard, Portland, OR 97214 (“Recipient”).

RECITALS:

A. County and Recipient are parties to that certain grant agreement dated as of July 2, 2019 (the “Underlying Agreement”), pursuant to which Recipient was awarded Project funds to support the West Valley phase of the Relief Nursery and behavioral health center. The Underlying Agreement is memorialized in Yamhill County records as Board Order 19-225.

B. County and Recipient now desire to further 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 Underlying Agreement.

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

1. Section I, subsection 2 of the Underlying Agreement is hereby amended to add \$75,000 to the Grant Funds. The total amount of Project funds awarded to Recipient is \$225,000.

2. The balance of Section I, subsection 2 of the Underlying Agreement remains unchanged.

3. The balance of the Underlying Agreement remains unchanged.

4. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, 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, as further amended hereby, constitute valid and binding obligations of Recipient enforceable according to the terms thereof.

5. Authority. County and Recipient and each of the persons executing this Amendment #1 on behalf of County and Recipient hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

6. Binding Effect. All of the covenants contained in this Amendment #1 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.

7. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

8. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #1 in duplicate, each of which shall be deemed an original on the date executed by all parties.

DONE the last date set forth adjacent to the signatures of the parties below.

**LUTHERAN COMMUNITY SERVICES
NORTHWEST**

By: 
(signature)
Date: November 8, 2019

David Duea
(printed name)

President & CEO
(title)

Tax ID No.: 93-0386860

YAMHILL COUNTY, OREGON


Kenneth Huffer
County Administrator
Date: 11/12/2019

FORM APPROVED BY:


CHRISTIAN BOENISCH
County Counsel
Date: 11/13/19

Accepted by Yamhill County
Board of Commissioners on
11/7/19 by Board Order
19-447