

**AMENDMENT NO. 3 TO AGREEMENT FOR
UNARMED SECURITY GUARD SERVICES BETWEEN
DEPAUL INDUSTRIES AND YAMHILL COUNTY**

THIS AMENDMENT NO. 3 ("Amendment #3") shall be made effective as of the last date set forth adjacent to the signatures of the parties below, by and between **Yamhill County**, a political subdivision of the State of Oregon ("County"), acting by and through its Yamhill County Sheriff's Office ("YCSO") and **DePaul Industries**, an Oregon Nonprofit Corporation with its principal place of business located at 4950 NE MLK Jr. Blvd, Portland, OR 97211 ("Contractor"), referred to individually as Party and collectively as Parties.

RECITALS

- A. County and Contractor are parties to that certain agreement dated August 31, 2015 (the "Underlying Agreement"), pursuant to which Contractor provides unarmed security guard services to support YCSO in providing security to the Yamhill County Courthouse. The Underlying Agreement is memorialized in Yamhill County records as Board Order 15-339.
- B. County and Contractor previously executed Amendment 1 ("Amendment 1") to the Agreement extending the period of performance through June 30, 2019 (Board Order 19-363).
- C. County and Contractor previously executed Amendment 2 ("Amendment 2") to the Agreement extending the period of performance through December 31, 2019 (Board Order 19-364).
- D. County and Contractor now desires to further modify certain terms of the Agreement upon the terms and conditions more particularly set forth herein below and to continue the remaining terms in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Section 3, Item (a) of the Underlying Agreement is hereby amended to increase the maximum payment amount obligated for performance of Services under the Agreement for the period January 1, 2020, through June 30, 2020 to \$52,000. Except as amended herein the balance of Section 3, Item (a) remains unchanged.
- 2. Section 13 of the Underlying Agreement is hereby amended to extend the term of the Underlying Agreement from January 1, 2020 through June 30, 2020.
- 3. Exhibit A, Section 19, Item C of the Underlying Agreement is hereby amended to increase the hourly rate for the Fixed Post Security Officer - Level 3 to \$22.72/hr and the

Fixed Post Security Officer - Level 3, (overtime rate) to \$34.08/hr as provided for in QRF/ DAS contract 8349 with the State of Oregon.

4. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #3, 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 Contractor enforceable according to the terms thereof.
5. **Authority.** County and Contractor and each of the persons executing this Amendment #3 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #3 and has taken all action required to authorize such party (and each person executing this Amendment #3 on behalf of such party) to enter into this Amendment #3, 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 #3 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 #3 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #3.
8. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #3 and are incorporated herein by this reference.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Amendment #3 on the dates set forth adjacent to their signatures below.

DEPAUL INDUSTRIES

By: 
(signature)

Date: 1/28/2020

Larry Welty
Printed Name

Title: VP Security Services

Fed Tax I.D. No: 93-0607857

YAMHILL COUNTY, OREGON


CASEY KULLA, Chair

Board of Commissioners
Date: 2/6/2020

Recommended by:

 01/28/2020

Tim Svenson, Sheriff
Yamhill County Sheriff's Office Date

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH, County Counsel

Accepted by Yamhill County
Board of Commissioners on
2/6/20 by Board Order
20-36