

**FIRST AMENDMENT TO AGREEMENT
Yamhill County and DAYTON SCHOOL DISTRICT
(Behavioral Health Counseling Services – 2020-2021)**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment #1”) is made effective October 1, 2020 between Yamhill County, a political subdivision of the State of Oregon, acting by and through the Family & Youth Division of its Health & Human Services Department (“County”) and Dayton School District, 526 Ferry Street, Dayton, Oregon 97114 (“Contractor”).

RECITALS:

- A. Contractor and County are parties to that certain agreement dated as of July 23, 2020 (the “Underlying Agreement”), pursuant to which County provides qualified Family and Youth qualified Family and Youth Division Behavioral Health Specialist to work with students and families as assigned by Contractor. The Underlying Agreement is memorialized in Yamhill County Records as Board Order 20-235.
- B. County and Contractor 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 herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

1. Section 1 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following: “Contractor agrees to reimburse County \$98,346.11 for a portion of County costs to pay two Qualified Behavioral Health Specialists at 1.8 FTE to perform services under this agreement. County will issue one invoice for \$5,176.11 per month beginning September 2020 and 8 invoices for \$11,646.25 beginning October 2020 through May 2021, on or about the last day of the month. Contractor will pay County within 15 days of receipt of the invoice. In no event will total payments by Contractor to reimburse County for services under this subsection exceed \$98,346.11 for fiscal year 2020 - 2021.”

2. Section 2 of the Underlying Agreement is hereby amended as follows: “Effective October 1, 2020, County agrees to furnish for the benefit of Contractor two Behavioral Health Specialist (herein “Employee”) at 1.8 FTE to work with students and families of the Dayton School District to provide services generally provided by a qualified behavioral health practitioner.”

- 3. The balance of Section 2 of the Underlying Agreement remains unchanged.
- 4. The balance of the Underlying Agreement remains unchanged.
- 5. 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 Contractor enforceable according to the terms thereof.

6. Authority. County and Contractor and each of the persons executing this Amendment #1 on behalf of County and Contractor 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.

7. 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.

8. 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.

9. 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.

DAYTON SCHOOL DISTRICT
By: Steven J. Sugg
(signature)
Date: 9/10/2020

Steven Sugg
(printed name)

Superintendent
(title)

YAMHILL COUNTY, OREGON
Casey Kulla
CASEY KULLA, Chair
Board of Commissioners
Date: 9/24/2020

Lindsey Manfrin
Digitally signed by Lindsey Manfrin
DN: cn=Lindsey Manfrin, email=manfrin@co.yamhill.or.us
Date: 2020.09.18 10:37:06 -0700
LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: _____

FORM APPROVED BY:
Phil Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 9/25/20