

15 JAN 22 P2:27

**FIRST AMENDMENT TO AGREEMENT
with DAYTON SCHOOL DISTRICT
(Behavioral Health Counseling Services – 2014-2015)**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment #1) is made effective January 1, 2015, 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. County and Contractor are parties to that certain agreement dated as of July 24, 2014 (the “Underlying Agreement”), pursuant to which County provides a qualified Family & Youth Programs Mental Health Professional at .4 FTE total to work with students and families as assigned by Contractor.
- B. County and Contractor 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 Contractor, intending legally to be bound, hereby agree as follows:

1. Effective January 1, 2015, County will provide a qualified Family & Youth Programs Mental Health Professional .8 FTE total to work with students and families as assigned by Contractor.

2. Section 1 of the Underlying Agreement is hereby amended to as follows: Contractor agrees to reimburse County \$29,896.30 for a portion of County costs to pay one Qualified Mental Health Professional to perform services under this agreement. County will issue four equal invoices of \$2,135.45 per month beginning September 2014 through December 2014 and 5 equal invoices of \$4,270.90 beginning January 2015 through May 2015, 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 \$29,896.30 for fiscal year 2014 - 2015.

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

B.O. 15-03

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 #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.

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, this Amendment #1 on the date indicated by their duly authorized officials.

DAYTON SCHOOL DISTRICT

YAMHILL COUNTY, OREGON

By: Jamell Beers
(signature)
Date: 12/19/14

Allen Springer
ALLEN SPRINGER, Chair
Board of Commissioners
Date: 1-8-15

Janelle Beers
(printed name)

Silas Halloran-Steiner
SILAS HALLORAN-STEINER, Director
Department of Health & Human Services

Superintendent
(title)

Date: 1/6/15

FORM APPROVED BY:
Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 1/6/15

Accepted by Yamhill County
Board of Commissioners on
1-8-2015 by Board Order
15-03