

**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT
Alene Jacobs**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment #1") is made effective March 1, 2016 by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners and its Health and Human Services Department, Behavioral Health Programs ("County") and Alene Jacobs, an individual ("Jacobs").

RECITALS:

- A. The County and Jacobs are parties to that certain agreement dated as of October 29, 2015 (the "Underlying Agreement"), pursuant to which Jacobs provides certain guardianship services to a County client (ID#12831), but as an independent contractor and not as a County employee.
- B. County and Jacobs 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 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 Jacobs, intending legally to be bound, hereby agree as follows:

- 1. Section 2 of the Underlying Agreement is hereby amended to extend the term through June 30, 2017.
- 2. The balance of Section 2 of the Underlying Agreement remains unchanged.
- 3. Section 3 of the Underlying Agreement is hereby amended to include the following: County will pay Jacobs for costs related to the guardianship beginning March 1, 2016 through February 28, 2017 at a rate of \$90.00 per hour for each hour of services performed. The maximum not-to-exceed amount paid by County under this Agreement for the period of March 1, 2016 through February 28, 2017 is \$1,000.00. Jacobs shall submit a statement for services performed under this Agreement, for review and approval, on a form approved by County to the program supervisor by June 1, 2017. Any expenses incurred by Jacobs in the performance of the terms and conditions of this Agreement not specifically provided for in this Agreement shall be the sole and separate responsibility of Jacobs.
- 4. The balance of Section 3 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.



ALENE JACOBS
Date: 4/4/16

SSN: (on file)

YAMHILL COUNTY, OREGON



MARY STARRETT, Chair
Board of Commissioners
Date: 4/21/16



SILAS HALLORAN-STEINER, Director
Department of Health & Human Services
Date: 4/8/16

APPROVED AS TO FORM

By: 

CHRISTIAN BOENISCH
County Counsel

Accepted by Yamhill County
Board of Commissioners on
4.21.16 by Board Order
16-135