

**AMENDMENT NO. 1 TO AGREEMENT FOR  
UNARMED SECURITY GUARD SERVICES BETWEEN  
DEPAUL INDUSTRIES AND YAMHILL COUNTY**

THIS AMENDMENT NO. 1 ("Amendment #1") 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 now desires to modify the Underlying Agreement upon the terms and conditions more particularly set forth herein below.

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 2 of the Underlying Agreement is hereby amended to include the following:  

"Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318."

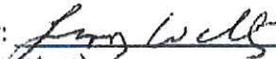
The balance of Section 2 remains unchanged.
- 2. Section 13 of the Underlying Agreement is hereby amended to extend the term of the Underlying Agreement from April 30, 2018 through June 30, 2019.
- 3. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying 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 constitute valid and binding obligations of County and Contractor enforceable according to the terms thereof.
- 4. **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.

5. **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.
6. **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.
7. **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 have executed this Amendment #1 on the dates set forth adjacent to their signatures below.

**DEPAUL INDUSTRIES**

By:   
(signature)

Date: 9/19/19

Larry Welty  
Printed Name  
Title: V.P. Security Services

Fed Tax I.D. No: 93-0607857

**YAMHILL COUNTY, OREGON**

  
RICHARD L. "RICK" OLSON, Chair  
Board of Commissioners

Date: 9/26/19

Recommended by:

 9-19-19  
Yamhill County Sheriff's Office Date

**APPROVED AS TO FORM:**

By:   
CHRISTIAN BOENISCH, County Counsel

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Unarmed Security Guard Services**

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Accepted by Yamhill County  
Board of Commissioners on  
9/26/19 by Board Order  
# 19-363