

**AMENDMENT NO. 1
AGREEMENT FOR SERVICES BETWEEN
YAMHILL COUNTY AND BARCLAY PENNINGTON, LLC**

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, between **YAMHILL COUNTY**, Oregon, a political subdivision of the State of Oregon ("County"), and **BARCLAY PENNINGTON, LLC**, an Oregon limited liability company located at 1113 N Pennington Drive, Newberg, OR 97132 ("Contractor"), for performance of transitional services with the County.

RECITALS

1. County and Contractor are parties to that certain agreement dated July 7, 2022 (the "Underlying Agreement"), pursuant to which Contractor is providing transitional correctional housing to County as further described in the Underlying Agreement. The Underlying Agreement is memorialized in Yamhill County records as Board Order 22-224.
2. County and Contractor now desires to further 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 5 of the Underlying Agreement is hereby amended to increase the rate from \$1,400 per month to retain 4 beds for exclusive use by County, to a rate of \$2,400 per month to retain 6 beds for exclusive use by County (per bed rate of \$400.00). Except as amended herein the balance of Section 5 remains unchanged.
2. **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.
3. **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.
4. **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.
5. **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.

6. **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.

BARCLAY PENNINGTON, LLC.

By: Joanne Hansen
Joanne Hansen, Member
Date: February 9, 2023

Tax ID No: 88-1824733

YAMHILL COUNTY, OREGON

Lindsay Berschauer
LINDSAY BERSCHAUER, Chair
Board of Commissioners
Date: 2.23.23

Jessica Beach
JESSICA BEACH, Director
Date: 2/10/23

APPROVED AS TO FORM:
By: Christian Boenisch
CHRISTIAN BOENISCH
County Counsel

Accepted by Yamhill County
Board of Commissioners on
2.23.23 by Board Order
BO. 23-69