REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

DESCHUTES COUNTY AMENDMENT #4 DOCUMENT NO. 2023-655 AMENDING DESCHUTES COUNTY CONTRACT NO. 2019-314, 2020-334, 2021-485, and 2022-646

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2019-314 dated June 26, 2019, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and The Heart of Oregon Corps, Inc. ("Contractor"); Amendment #1 to the Contract, Document No. 2020-334, dated June 22, 2020; Amendment #2 to the Contract, Document No. 2021-485, dated June 16, 2021; and, Amendment #3 to the Contract, Document No. 2022-646, dated July 25, 2022, are amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

County's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.235, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed Agreement is amended as follows (new language is indicated by **bold** font and deleted language is indicated by **strikeout** font):

Effective Date and Termination Date. The effective date of this Contract shall be July 1, 2019 or the date on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance, or on June 30, 2023 June 30, 2024, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

EXHIBIT 1

3.a. Consideration.

1. From July 1, 2019-June 30, 2021, County shall pay Contractor on a fee-for-service basis in accordance with the following rates:

CREW SUPERVISOR: \$32.00/hour YOUTH LABORER: \$19.20/hour

2. From July 1, 2021-June 30, 2022, County shall pay Contractor on a fee-for-service basis in accordance with the following rates:

CREW SUPERVISOR: \$33.05/hour YOUTH LABORER: \$20.25/hour

3. From July 1, 2022-June 30, 2023, County shall pay Contractor on a fee-for-service basis in accordance with the following rates:

CREW SUPERVISOR: \$36.50/hour YOUTH LABORER: \$23.50/hour

4. From July 1, 2023 – June 30, 2024, County shall pay Contractor on a fee-for-service basis in accordance with the following rates:

CREW SUPERVISOR: \$41.35/hour YOUTH LABORER: \$27.50/hour

4.a. The maximum compensation.

a. The maximum compensation under this contract, including allowable expenses, is \$225,000\$235,000.

CONTRACTOR: THE HEART OF OREGON CORPS, INC.

Laura M Handy H