



Yamhill County Department of Community Justice

615 E. Sixth Street, McMinnville, Oregon 97128 · Phone: 503-434-7513 · Fax: 503-472-5216

To: Yamhill County Board of Commissioners
From: Ted Smietana
Date: 5/28/2015
Re: IGA #4924 with Oregon Board of Parole and Post-Prison Supervision

A part of our work in Community Corrections is the completion of parole and post-prison supervision violation hearings. These hearings are conducted when a person on parole or post-prison supervision violates the conditions of release, and then refuses a local sanction and demands a due process hearing. Each Community Corrections agency in Oregon has the choice to have those hearings conducted by an Officer from the Board of Parole & Post-Prison Supervision (Board of PPS), or may choose to conduct the hearings with local agency Hearings Officers. These Hearings Officers are department staff, specifically trained by the Board of PPS. When hearings are completed by department staff, Yamhill County Community Corrections is compensated by the Board of PPS.

Yamhill County Community Corrections has historically chosen to complete these hearings with local agency Hearings Officers, and with your consent, plans to continue this practice in the 2015 – 2017 biennium. We find advantage to this practice, as our local Hearings Officers are most knowledgeable about local systems and services and can therefore make appropriate and practical recommendations.

Please see the attached Inter-Government Agreement. This agreement reflects that we will receive \$3686.78 for the period of 7/1/15 through 9/30/17.

It is respectfully requested that you approve this agreement at your earliest convenience. Please let me know if you require any further information. Thank you very much for your consideration of this agreement.

Accepted by Yamhill County
Board of Commissioners on
6-4-15 by Board Order
15-162

AMENDMENT #1 to
INTERGOVERNMENTAL AGREEMENT #4924
between
OREGON BOARD OF PAROLE &
POST-PRISON SUPERVISION
and
YAMHILL COUNTY

1. This is Amendment #1 to Contract #4924 (as amended from time to time the "Contract") dated December 23, 2013 between the State of Oregon acting by and through its Department of Corrections hereafter called Department, and Yamhill County, hereafter called County.

2. The Contract is hereby amended as follows (new language is shown in bold and underlined and deleted language is indicated by [brackets]):

2.1 Section titled "RECITALS", Paragraph 2, is hereby amended as follows:

"2. Under such authority, BOARD wishes to retain the services of COUNTY to conduct parole and post-prison supervision violation hearings as cited below. Payment for said services shall not exceed a maximum amount of [\$6,334.61] \$10,021.39 in state funds."

2.2 Section titled "STATEMENT OF WORK", Paragraph 1, is hereby amended as follows:

"1. COUNTY shall perform the work described in A.1 ("Description of Services") below. COUNTY agrees to begin the services upon execution of the agreement or July 1, 2013, whichever is later, and to provide the services up through [June 30, 2015] September 30, 2017."

2.3 Section titled "CONSIDERATION AND COMPENSATION", Paragraph 1, is hereby amended as follows:

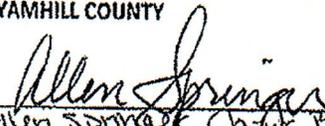
"B.1. In consideration for the services performed, BOARD agrees to pay COUNTY a maximum amount of [\$6,334.61] \$10,021.39 which includes all reimbursable expenses. Therefore, reimbursement for additional expenses is not allowed, unless incurred after the date on which a written amendment authorizing such reimbursement is executed by all parties and approved as required by applicable statutes and rules.

B.2. Payments for Services, cited above, shall be made in [two (2) equal payments of \$3,167.31] one payment of \$3,686.78 in January 2016, each during January, 2014 and January, 2015."

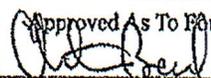
3. Except as expressly amended above, all other terms and conditions of the original agreement are still in full force and effect. COUNTY certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the Parties acknowledge that they have read and understand this Amendment and agree to be bound by its terms and conditions effective as noted below.

YAMHILL COUNTY

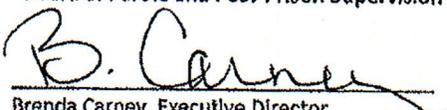

Allen Springer, Chair, Board of Commissioners

Date 6-4-15

Approved As To Form
by 

#4924(1) Yamhill County Board of Commissioners
County Council
Yamhill County

STATE OF OREGON by and through its
Board of Parole and Post-Prison Supervision


Brenda Carney, Executive Director

Date 6-19-15

Accepted by Yamhill County
Board of Commissioners on

DOC Contracts 052715 SKE

6-4-15 by Board Order
B.O. 15-162



Oregon

Kate Brown, Governor

Department of Corrections
General Services Division
Purchasing and Contracts Unit
3601 State Street, Suite 280
Salem, OR 97301-5780
(503) 378-5874 PHONE
(503) 371-3161 FAX
Tamera.A.Bowser@doc.state.or.us

June 10, 2015

Yamhill County
615 E Sixth St.
McMinnville OR 97218

Via email: smietant@co.yamhill.or.us



RE: CONTRACT #4924, Amendment #1

NOTICE TO PROCEED

Attached for your records is a fully-executed electronic copy of **Contract #4924, Amendment #1** that is now in effect with the Oregon Department of Corrections.

If applicable, your invoices should be fully itemized as described in the contract and must have the contract number, as shown above, referenced thereon. **Send your invoices to the designated Contract Administrator, Brenda Carney, at brenda.k.carney@doc.state.or.us.** The designated administrator will approve the invoice and forward it to our accounting unit.

When work under this contract is completed, please send your final invoice (if applicable) promptly and mark it accordingly as the last invoice. If the contract is further amended to extend the end date, invoices for the extension period should be identified by the appropriate contract and amendment number.

Note: It is unlawful for the Department of Corrections to pay for personal services that are rendered outside of an approved contract. The Department of Corrections will not make payments to any contractor who provides services without a fully signed and approved contract, or for services that exceed the scope and/or time limit for delivery of approved services. If at any time during the term of this contract you anticipate you will be unable to complete the work as described in the statement of work section within the stated time period, immediately contact the designated contract representative.

Sincerely,

Tami Bowser

Procurement and Contracts

Attachment

cc: Brenda Carney, Contract Administrator/File