

Yamhill County

JAN 13 2017

Community Corrections

**AMENDMENT NO. 1 TO
AGREEMENT FOR SEX OFFENDER TREATMENT SERVICES**
(Yamhill County Community Justice and Effective Foundations Evaluation & Counseling Services, 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, by and between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Department of Community Justice ("County") and **Effective Foundations Evaluation & Counseling Services, LLC**, an Oregon limited liability company, located at 280 Court St. NE, Suite 205, Salem, OR 97301 ("Contractor").

RECITALS

A. County and Contractor are parties to that certain contract dated September 30, 2015 (the "Underlying Contract"), pursuant to which Contractor provides County with sex offender treatment services, as further described in the Underlying Contract. The Underlying Contract is memorialized in Yamhill County records as Board Order 15-372.

B. County and Contractor now desires to modify the Underlying Contract 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 6 of the Underlying Contract is hereby amended to read as follows:

"As compensation for performing the Services, effective January 1, 2017 through June 30, 2017, The maximum amount payable for performance of Services under this Agreement from the period January 1, 2017 through June 30, 2017 is \$15,000. The maximum amount payable for continued performance of Services under this Agreement, for the period of July 1, 2017 through June 30, 2018 is \$30,000. Payment shall be made monthly following submission of invoices by Contractor and review and approval by County

2. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Contract shall remain unchanged and continue in full force and effect. All terms, covenants

and conditions of the Underlying Contract 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.

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.

B.O. 17-03

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.

EFFECTIVE FOUNDATIONS

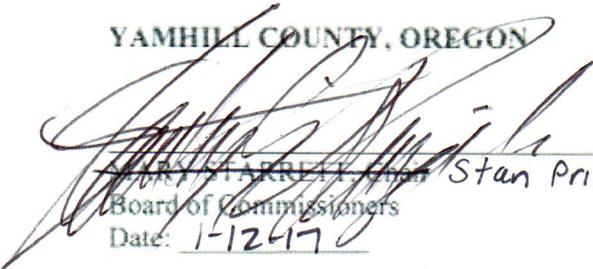

(signature)
Date: 1/5/17
Kan Hempel
(printed name)

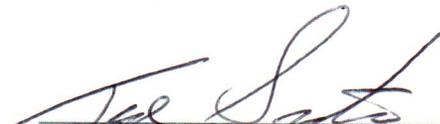
Fed Tax I.D. No: 46-5706183

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH, County Counsel

YAMHILL COUNTY, OREGON


~~JOEY STARRETT, Chair~~ Stan Primozych, Chair
Board of Commissioners
Date: 1-12-17


TED SMIETANA, Director
Department of Community Justice
Date: 1-12-17

Accepted by Yamhill County
Board of Commissioners on
1-12-17 by Board Order
17-03



Yamhill County Department of Community Justice

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

Date: January 10, 2017
TO: Board of Commissioners
FROM: Jessica Beach, Department of Community Justice, Corrections Manager
RE: Effective Foundations Contract Amendment

The Department of Community Justice (DCJ) – Adult Division requests Board of Commissioner approval of an amended Effective Foundations Contract initially approved in September 2015 for the use of \$6,000 per fiscal year for sex offender treatment to indigent correctional clients. The requested amendment retroactive to January 1, 2017 through June 30, 2017 will allow for the maximum amount payable for performance of services under this agreement to \$15,000. For the period of July 1, 2017 through June 30, 2018, the maximum amount payable for continued performance of services under this agreement is \$30,000. Payment shall be made monthly following submission of invoices by contractor for individual client services received.

Brownwood Community Services, who is also an approved sex offender treatment subsidy contract provider for \$24,000 per fiscal year, is retiring from sex offender treatment and our service contract as of 03/31/17. We were notified on 11/1/16, that Brownwood would receive no new treatment referrals as of 1/1/17 and finalize all treatment matters with those corrections clients in services via graduation or referral transfer to Effective Foundations as of 3/31/17.

Due to the current level of need for subsidized sex offender treatment services, DCJ is requesting that the fiscal funds previously allotted to Brownwood now be contracted with Effective Foundations per Board approval.

Thank you for your attention to this matter.