

**AMENDMENT NO. 1 TO
AGREEMENT FOR POLICE SERVICES
(City of Willamina 2020-2021)**

THIS AMENDMENT NO. 1 ("Amendment #1") shall be made effective **September 1, 2020** 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 the **City of Willamina**, a municipal corporation of the State of Oregon ("the City"), referred to individually as Party and collectively as Parties.

RECITALS

- A. County and the City are parties to that certain agreement dated June 25, 2020 (the "Underlying Agreement"), pursuant to which YCSO provides police services to the City through 2.0 FTE equivalent patrol deputy positions. The Underlying Agreement is memorialized in Yamhill County records as Board Order 20-191.
- B. At the request of the City, a Step 8 deputy was moved into the city on August 10, 2020, replacing a Step 5 deputy and, pursuant to the Willamina City Council Meeting of May 12, 2020, the City agrees to pay the increased monthly rate for the months in which the City will receive the services of the more experienced deputy.
- C. County and the City 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 9 of the Underlying Agreement is hereby amended to include the following:
 - "a. For the period July 1, 2020 to August 31, 2020, the City will pay to the County, for performance of the duties identified in Section I, the sum of \$49,942.50, in monthly installments of \$24,971.25, due by the 15th day of the month in which services were provided.
 - b. For the period September 1, 2020 to June 30, 2021, the City will pay to the County, for performance of the duties identified in Section I, the sum of \$260,471.10, in monthly installments of \$26,047.11, due by the 15th day of the month in which services were provided, as outlined in Exhibit A."

The balance of Section 9 remains unchanged.

- 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 City enforceable according to the terms thereof.

4. **Authority.** County and City and each of the persons executing this Amendment #1 on behalf of County and City 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.

CITY OF WILLAMINA, OREGON



BOB BURR, Mayor

Date: 4/13/2021

YAMHILL COUNTY, OREGON



TIM SVENSON, Sheriff

Date: 04/14/2021

ATTEST:



KENNA WEST, City Manager

Date: 4/13/2021



MARY STARRETT, Chair

Board of Commissioners

Date: 4/22/21

APPROVED AS TO FORM:

By: 

CHRISTIAN BOENISCH

County Counsel

Date: 4/27/21

Accepted by Yamhill County
Board of Commissioners on
4/22/2021 by Board Order
21-135

Exhibit A

(see attached)

**YAMHILL COUNTY SHERIFF'S OFFICE
2020-2021 DEPUTY COSTING**

POSITION	RANGE/ STEP	BASE SALARY	MOS.	AMOUNT	CERT /LONG	TOTAL	HEALTH		RETIR	FICA	MEDICARE	Disability Ins	ACCID		UNEMP		W/C ASSES.	Time Loss	TOTAL
							INS	INS					INS	INS	INS	INS			
Deputy	12/4	5920.19	12	71,042	6,394	77,436	20,197	19,529	4,801	1,123	323	2,780	77	25	77	126,369			
				9%		6,695		1,888	415	97	323	240	7		7	9,472			
Deputy	12/8	7162.73	12	85,953	7,736	93,689	20,197	23,628	5,809	1,358	323	3,363	94	25	94	148,580			
				9%		8,100		2,043	502	117	323	291	8		8	11,392			
PERSONNEL COSTS																			
(2 Deputies)																			
OVERTIME 10hrs/month																			
VEHICLE COSTS																			
50 miles @ .57 x 264 days																			
Equipment -Radar																			
UNIFORMS																			
FTE * \$71(mo.)																			
TOTAL COST						\$312,565.37													
Cost per month						\$26,047.11													
2019-2020																			
Health & Life Insurance						20,197.0000													
Retirement						0.2522													
FICA						0.0620													
Medicare						0.0145													
Disability Insurance						323.0000													
Accident Insurance						0.0359													
Unemployment Insurance						0.0010													
Worker's Comp. Assessment						25.0000													
Time Loss						0.0010													
2019-2020																			
						\$289,043.38													
						7.53%													