

**AMENDMENT NO. 2 TO  
AGREEMENT FOR POLICE SERVICES  
(City of Willamina 2020-2021)**

THIS AMENDMENT NO. 2 (“Amendment #2”) shall be made effective as of the last date set forth adjacent to the signatures of the parties below, 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. County and City are parties to an Amendment (“Amendment #1”) to the Underlying Agreement, memorialized in Yamhill County records as Board Order 21-135.
- C. County and the City 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 3, Item b of the Underlying Agreement is hereby amended to include the following:

“City agrees to make certain improvements and upgrades to the office space designated as the substation of YCSO, to be paid by the City in lieu of increased monthly payments agreed to in Amendment #1. A list of the agreed improvements and upgrades, valued at **\$10,758.60**, is attached as **Exhibit A**, which is attached hereto and incorporated herein by this reference.”

The balance of Section 3 remains unchanged.
- 2. Section 9, Item b. of the Underlying Agreement, as previously amended by Amendment #1, is hereby further amended to replace current Item b. with the following:

“b. To offset the costs of certain improvements and upgrades outlines in Section 3, 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 1 the sum of \$249,712.50, in monthly installments at the reduced rate outlined below, due by the 15<sup>th</sup> day of the month in which services were provided, as outlined in **Exhibit A**:

  - i. September 2020 through June 2021, at a monthly rate of **\$24,971.25**

The balance of Section 9 remains unchanged.

3. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #2, 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 #2 on behalf of County and City hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into this Amendment #2, 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 #2 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 #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.
7. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 on the dates set forth adjacent to their signatures below.

CITY OF WILLAMINA, OREGON

Bob Burr  
BOB BURR, Mayor

Date: 9/7/2021

YAMHILL COUNTY, OREGON

Tim Svenson  
TIM SVENSON, Sheriff

Date: 9/8/2021

ATTEST:

Kenna West  
KENNA WEST, City Administrator *Manager*  
Date: 8/25/2021

Mary Starrett  
MARY STARRETT, Chair  
Board of Commissioners  
Date: 9/16/21

**APPROVED AS TO FORM:**

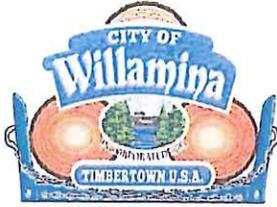
By: Christian Boenisch  
CHRISTIAN BOENISCH  
County Counsel  
Date: 9/16/21

AMENDMENT NO. 2 – Yamhill County and City of Willamina

Accepted by Yamhill County  
Board of Commissioners on  
Police Services  
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9/16/21 by Board Order  
# 21-381

## EXHIBIT A



Mayor Robert Burr

**Council Members:**

Rita Baller, Council President  
Craig Johnson  
Roberta Lawson  
Theresa McKnight  
Barry Wilson  
April Wooden

**City Management:**

City Manager: *Kenna L. West*  
Finance Manager: *Scott Clark*  
Public Works Director: *Jeff Brown*  
Library Director: *Sarah Frost*

May 24, 2021

Captain Brandon Bowdle  
Yamhill County Sheriff's Office  
VIA: Email Only

RE: Willamina Substation

Captain Bowdle,

In accordance with our discussions, please find below a delineation of the improvements completed by the City of Willamina to bring about the completion of the Willamina Substation:

- Purchase and installation of central air conditioning/heating;
- Purchase and installation of light/fan fixture;
- Purchase and installation of a new window;
- Purchase and installation of a new exterior door;
- Purchase and installation of a new interior "dutch" door for the accommodation of K-9 Deputy Rojo;
- Purchase and installation of keypad door lock for exterior door;
- Contract with security company to install security system in the Substation;
- Purchase of paint and painting tools and repainting of the Substation;
- Purchase of new carpet for Substation. Installation is expected by the end of the fiscal year.
- Purchase of the following office furniture:
  - Two new "U-Shaped" desks with credenza and hutch for the use of the deputies in the Substation
  - New side table for the use of the deputies in the Substation

In addition to the above, the City of Willamina is currently in the process of reviewing possible "awnings" for the exterior door to the substation. Once an appropriate awning has been chosen, that awning will be purchased and installed. We expect to have the awning purchased by the end of the fiscal year.

The above improvements have a value of more than \$9,000. There are additional improvements which are being reviewed but are not expected to be completed by the end of this fiscal year. These projects include upgraded security cameras/screens, leveling and paving of the public safety ingress/egress driveway to the substation, cautionary signage for pedestrians crossing that driveway, and safety turnstiles or other safety options for pedestrians crossing the public safety access driveway.

Best regards,



Kenna L. West  
City Manager

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*An Equal Opportunity Employer*

411 N.E. "C" Street, Willamina, Oregon 97396-2783 Telephone: (503) 876-2242 / Fax: (503) 876-1121

[www.willaminaor.gov](http://www.willaminaor.gov)

B.O. 21-381