

**FIRST AMENDMENT TO AGREEMENT
FOR HOUSING OF JUVENILE OFFENDERS
(Yamhill County and Clatsop County)**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment #1") is made effective July 1, 2021 between Yamhill County, a political subdivision of the State of Oregon, ("Yamhill") and Clatsop County, a political subdivision of the State of Oregon, ("Clatsop"), each acting through its duly elected Board of Commissioners and Juvenile Director.

RECITALS:

- A. Yamhill and Clatsop are parties to that certain agreement dated June 27, 2019 (the "Underlying Agreement"), memorialized in Yamhill County records as Board Order 19-217, pursuant to which Yamhill provides Clatsop "space available" beds to house juvenile offenders in Yamhill's juvenile detention center.
- B. Yamhill and Clatsop now desire to further amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.
- C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Yamhill and Clatsop, intending legally to be bound, hereby agree as follows:

1. Ile in Sections 1.a(2) and 1.a(3) of the Underlying Agreement are hereby deleted in their entirety and replaced with the following:

"(2) GUARANTEED BEDS. There shall be reserved to the exclusive use of Clatsop on a continuous twenty-four hour a day basis 1.5 bed spaces within the detention center for juveniles who qualify for placement beginning July 1, 2021. The cost of bed space is set forth in Section 3, below.

(3) EXTRA BEDS. To the extent additional bed space is available in excess of 1.5 bed spaces as determined by Yamhill in its sole judgment, Yamhill shall offer the additional bed space to Clatsop, who shall have the right of first refusal on the beds. If Yamhill determines that it requires the bed space for its own use, Clatsop shall be required to vacate any beds in excess of the 1.5 guaranteed beds. The coast of bed space is set forth in Section 3, below.

(4) Yamhill, acting through its staff at the detention center, shall have discretion to refuse acceptance of any juvenile placed under this

agreement where it reasonably believes such placement does not comply with lawful requirements of detention center regulations, State statutes, or court order, or when it appears that the physical condition of the placed juvenile in custody requires immediate medical attention.”

2. The balance of Section 1 of the Underlying Agreement remains unchanged.,
3. Section 3.a of the Underlying Agreement is hereby deleted in its entirety and replaced with the following

“3.a(1) Base cost for guaranteed beds. From July 1, 2021 through June 30, 2022, the base cost to Clatsop shall be \$158 per bed per day for 1.5 beds, for a total daily charge of \$237 and a total charge of \$86,505.00. The base cost shall be paid in monthly installments equivalent to one-twelfth of the annual charge, on or before the 15th of the month services are rendered, with the first installment due within 10 days of Clatsop’s approval of this agreement.

3.a(2) Extra Beds. From 7/1/21 through 6/30/22, to the extent additional beds beyond the 1.5 guaranteed beds are desired by Clatsop and deemed available on a particular day by Yamhill, Clatsop shall pay \$168 per bed per day for the first bed over the 1.5 guaranteed beds.

4. The balance of Section 3 of the Underlying Agreement remains unchanged.,
5. 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, as further amended hereby, constitute valid and binding obligations of Yamhill and Clatsop enforceable according to the terms thereof.
6. Authority. Yamhill and Clatsop and each of the persons executing this Amendment #1 on behalf of Yamhill and Clatsop 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.
7. 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.
8. 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.

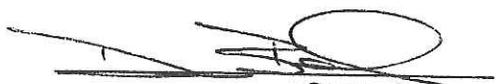
9. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference

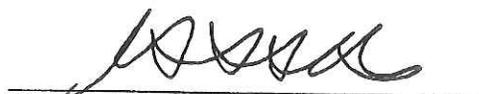
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #1 in duplicate, each of which shall be deemed an original on the date executed by all parties.

DONE the last date set forth adjacent to the signatures of the parties below.

CLATSOP COUNTY

YAMHILL COUNTY


_____, County Manager



MARY STARRETT, Chair

Date: 4/20/21

Date: 4/29/21



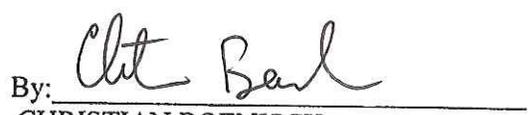
Jessica Beach, Community Justice Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 

JOANNA LYONS ANTLEY
Clatsop County Counsel

By: 

CHRISTIAN BOENISCH
Yamhill County Counsel

Accepted by Yamhill County
Board of Commissioners on
4/29/21 by Board Order
21-142