

**AMENDMENT NO. 1**  
**AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS**  
**(Yamhill County and Polk County)**

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, between **YAMHILL COUNTY**, a political subdivision of the State of Oregon ("Yamhill"), and **POLK COUNTY**, a political subdivision of the State of Oregon ("Polk"), each acting through its duly elected Board of Commissioners and Juvenile Director.

**RECITALS**

1. Yamhill and Polk are parties to that certain agreement dated July 29, 2021 (the "Underlying Agreement"), pursuant to which POLK is renting bed space in the Yamhill County Juvenile Detention Center to house juvenile offenders.
2. Yamhill and Polk now desire 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 1.c ("Release Services") of the Underlying Agreement is hereby deleted and replaced in its entirety by the following language:

"c. Release Services. Yamhill shall release juveniles placed under this agreement only upon notification by persons authorized by Polk or pursuant to court order; provided, however, that Yamhill may, upon written notice to the Polk County Juvenile Department, act to require release of any inmate whom it reasonably believes has been detained in excess of any statutory period prescribed for custody. No provision contained in this agreement is intended to relieve Polk from the duty to monitor the period that an inmate is detained."

2. Section 3.a ("Base cost for guaranteed beds") of the Underlying Agreement is hereby deleted and replaced in its entirety by the following language:

"a. Base cost for guaranteed beds. From 7/1/21 through 6/30/22, the base cost to Polk shall be \$148.00 per bed per day for 4 beds, for a total daily charge of \$592.00 and a total charge of \$216,080.00. Beginning 7/1/22, the base cost to Polk shall be \$168.00 per bed per day for 4 beds, for a total daily charge of \$672.00 and a total charge of \$245,280.00. 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 Polk's approval of this agreement.

3. Section 3.b ("Extra beds") of the Underlying Agreement is hereby deleted and replaced in its entirety by the following language:

"b. Extra beds. From 7/1/21 through 6/30/22, to the extent additional beds beyond the 4 guaranteed beds are desired by Polk and deemed available on a particular day by Yamhill, Polk shall pay \$110.00 per bed per day for each bed over the 4 guaranteed beds. Beginning 7/1/22, Polk shall pay \$138.00 per bed per day for each bed over the 4 guaranteed beds."

4. Section 4 ("Liability") of the Underlying Agreement is hereby deleted and replaced in its entirety by the following language:

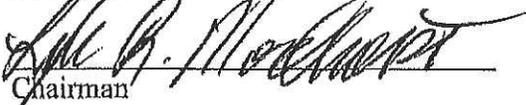
"Liability. It is understood by the parties that any and all employees of the detention center are employees of Yamhill and are not employees, agents, or representatives of Polk unless acting at the specific instance of or on the instruction of Polk. Each party will indemnify and hold the other party and its employees and agents, harmless against any third-party claims, liabilities, losses, damages, and causes of action that arise from the intentional or negligent acts or omissions of the indemnifying party that occur as part of the performance of this agreement. The indemnifying party, however, will not be responsible for the portion of third-party claims, liabilities, losses, damages, or causes of action attributable to the wrongful or negligent acts or omissions of the indemnified party, its employees, or agents.

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 constitute valid and binding obligations of Yamhill and Polk enforceable according to the terms thereof.
6. Authority. Yamhill and Polk and each of the persons executing this Amendment #1 on behalf of Yamhill and Polk hereby covenant and warrant that: (i) each respective county has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such county (and each person executing this Amendment #1 on behalf of such county) to enter into this Amendment #1, and (ii) the person signing on behalf of such county is authorized to do so.
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 have hereto caused this agreement to be executed by their duly authorized officers as of the dates and year entered hereinafter.

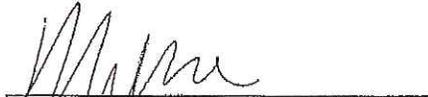
POLK COUNTY

  
Chairman

Date: 3-16-22

  
Jodi Merritt  
Community Corrections Director  
Polk County

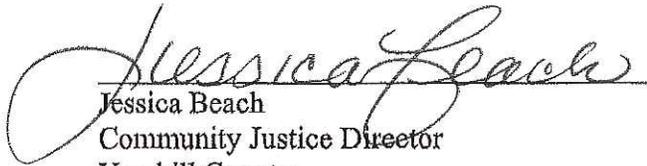
APPROVED AS TO FORM:

  
Morgan Smith  
Polk County Counsel

YAMHILL COUNTY

  
Lindsay Berschauer, Chair

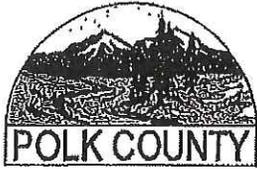
Date: 3/24/22

  
Jessica Beach  
Community Justice Director  
Yamhill County

APPROVED AS TO FORM:

  
Christian Boenisch  
Yamhill County Counsel

Accepted by Yamhill County  
Board of Commissioners on  
3/24/22 by Board Order  
# 22-91



## Contract Review Sheet

Staff Contact: Jodi Merritt Department: Community Corrections

Title: Director Consent Calendar Date: \_\_\_\_\_

Contractor Name: Yamhill County

Address: 535 NE Fifth Street

City, State, Zip: McMinnville, OR 97218

Effective Dates - From: 07/01/2022 Thru: \_\_\_\_\_

Contract Amount: \$ 245,280 .00

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Contract Amendment

Request for Proposals

to 21-123

Background/Discussion:

Yamhill County Juvenile Detention has contractually provided guaranteed detention beds for Polk County for over twenty years. The bed rate of \$148 per bed per day has remained consistent for over a decade. During that same time Yamhill County's operations cost has continued to rise. The bed rental rate will increase to \$168 per bed per day for any guaranteed beds and \$138 per bed per day for any additional beds over the agreed guaranteed bed amount.

Fiscal Impact:

The total increased cost to the annual contract is \$29,200.

Recommendation:

Community Corrections respectfully recommends the amendment be approved.

Copies of signed contract should be sent to the following:

Name: Cassy Polen E-mail: polen.cassy@co.polk.or.us

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_