

**AMENDMENT NO. 1
AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS
(Yamhill County and Tillamook 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 **TILLAMOOK COUNTY**, a political subdivision of the State of Oregon ("Tillamook"), each acting through its duly elected Board of Commissioners and Juvenile Director.

RECITALS

1. Yamhill and Tillamook are parties to that certain agreement executed in July of 2019 and memorialized by Yamhill County Board Order 19-249 (the "Underlying Agreement"), pursuant to which Tillamook is renting bed space in the Yamhill County Juvenile Detention Center to house juvenile offenders.
2. Yamhill and Tillamook now desire 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 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 Tillamook or pursuant to court order; provided, however, that Yamhill may, upon written notice to the Tillamook 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 Tillamook from the duty to monitor the period that an inmate is detained."

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

"a. Base cost for Extra "Space Available" beds. From 7/1/19 through 6/30/22, to the extent "space available" beds are desired by Tillamook and deemed available on a particular day by Yamhill, Tillamook shall pay \$158.00 per bed per day for each bed. Beginning 7/1/22, Tillamook shall pay \$168.00 per bed per day for each bed.

3. 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 Tillamook unless acting at the specific instance of or on the instruction of Tillamook. 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.
4. 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 Tillamook enforceable according to the terms thereof.
5. Authority. Yamhill and Tillamook and each of the persons executing this Amendment #1 on behalf of Yamhill and Tillamook 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.
6. 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.
7. 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.
8. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

[signature page follows]

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.

TILLAMOOK COUNTY

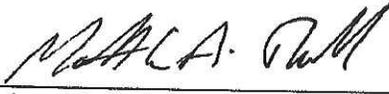
YAMHILL COUNTY

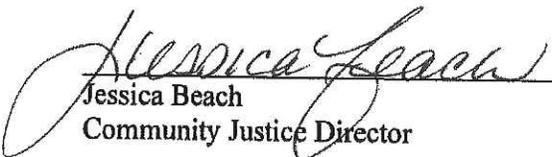

David Yamamoto, Chair


Lindsay Berschauer, Chair

Date: March 30, 2022

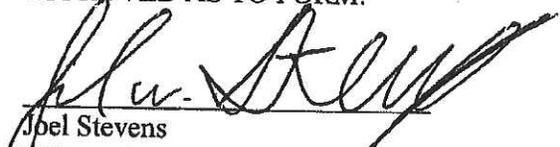
Date: 4/14/22


Matthew Thenell
Juvenile Department Director


Jessica Beach
Community Justice Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Joel Stevens
Tillamook County Counsel


Christian Boenisch
Yamhill County Counsel

Accepted by Yamhill County
Board of Commissioners on
4/14/22 by Board Order
22-111