

AMENDMENT NO. 2
AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS
(Yamhill County and Clatsop County)

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 ("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. That agreement was amended on April 29, 2021 ("Amendment #2"), memorialized in Yamhill County records as Board Order 21-142, to include 1.5 guaranteed beds.

B. Yamhill and Clatsop now desire to further amend the Underlying Agreement upon the terms and conditions as 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 Clatsop or pursuant to court order; provided, however, that Yamhill may, upon written notice to the Clatsop 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 Clatsop from the duty to monitor the period that an inmate is detained."

2. Section 3.a of the Underlying Agreement, as amended by Amendment #1, is hereby deleted and replaced in its entirety with the following language:

"3.a(1) Base cost for guaranteed beds. From 7/1/21 through 6/30/22, the base cost to Clatsop shall be \$158.00 per bed per day for 1.5 beds, for a total daily charge of \$237.00 and a total charge of \$86,505.00. Beginning 7/1/22, the base cost to Clatsop shall be \$168.00 per bed per day for 1.5 beds, for a total daily charge of \$252.00 and a total charge of \$91,980.00. The base cost shall be paid in monthly installments equivalent to one-twelfth of the annual

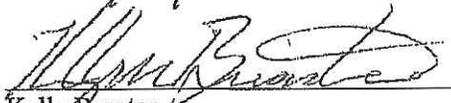
7. Counterparts. This Amendment #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.
8. Recitals. The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed by their duly authorized officers as of the dates and year entered hereinafter.

CLATSOP COUNTY


~~Chairman~~ County Manager

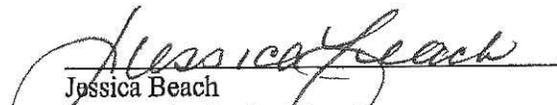
Date: 6/22/22


 Kelly Braaten
 Juvenile Director
 Clatsop County

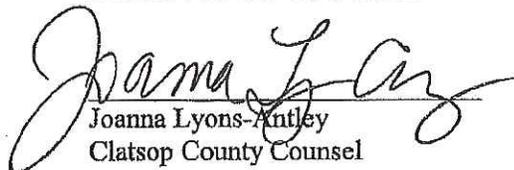
YAMHILL COUNTY


 Lindsay Berschauer, Chair

Date: 7-7-2022


 Jessica Beach
 Community Justice Director
 Yamhill County

APPROVED AS TO FORM:


 Joanna Lyons-Antley
 Clatsop County Counsel

APPROVED AS TO FORM:


 Christian Boenisch
 Yamhill County Counsel

Accepted by Yamhill County
 Board of Commissioners on
7-7-2022 by Board Order
 # 22-220