

**AMENDMENT NO. 2
AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS
(Yamhill County and Polk 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 **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"), memorialized in Yamhill's records as BO#21-310, pursuant to which Polk is renting bed space in the Yamhill County Juvenile Detention Center to house juvenile offenders. The Underlying Agreement was first amended effective March 24, 2022 ("Amendment No. 1"), memorialized in Yamhill's records as BO# 22-91.
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.a(2), 1.a(3) and 1.a(4) 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 Polk on a continuous twenty-four hour a day basis four (4) bed spaces within the detention center for juveniles who qualify for placement beginning October 1, 2023. The cost of bed space is set forth in Section 3, below.

(3) **EXTRA BEDS.** To the extent additional bed space in excess of four (4) bed spaces is desired by Polk and is deemed available by Yamhill in its sole judgment, Yamhill may offer the additional bed space to Polk. If Yamhill determines that it requires the bed space for its own use, Polk shall be required to vacate any beds in excess of the four (4) guaranteed beds. The cost of extra 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 mental or physical condition of the juvenile requires immediate medical attention."

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. Beginning October 1, 2023 through June 30, 2024, the base cost to Polk shall be \$180.00 per bed per day for four (4) beds, for a total daily charge of \$720.00 and a total charge of \$198,000.00. Beginning July 1, 2024, the base cost to Polk shall increase by \$9.00 per bed per day for four (4) beds, for a total daily charge of \$756.00 and a total charge of \$275,940.00. Beginning July 1, 2025, the base cost to Polk shall increase by an additional \$9.00 per bed per day for four (4) beds, for a total daily charge of \$792.00 and a total charge of \$289,080.00. Beginning July 1, 2026, the base cost to Polk shall increase by an additional \$9.00 per bed per day for four (4) beds, for a total daily charge of \$828.00 and a total charge of \$302,220.00. Beginning July 1, 2027, and for each twelve-month period thereafter, the base cost to Polk per bed per day for four (4) beds shall increase by the greater of either three percent (3%) or the amount of the seasonally adjusted CPI-U, West-Size Class B/C, effective December 31st of the preceding year. For example, beginning July 1, 2027, the base cost to Polk per bed per day would increase by the greater of three percent (3%) or the seasonally adjusted CPI-U, West-size Class B/C effective as of December 31, 2026.

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 ten (10) days of Polk’s approval of this Amendment #2.

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. Beginning October 1, 2023, to the extent extra beds beyond the four (4) guaranteed beds are desired by Polk and deemed available on a particular day by Yamhill, Polk shall pay \$148.00 per bed per day for each bed over the four (4) guaranteed beds. Beginning July 1, 2024, the extra bed cost to Polk shall be \$142 per bed per day for each bed over the four (4) guaranteed beds. Beginning July 1, 2025, the extra bed cost to Polk shall increase to \$149 per bed per day for each bed over the four (4) guaranteed beds. Beginning July 1, 2026, the extra bed cost to Polk shall increase to \$155 per bed per day for each bed over the four (4) guaranteed beds. Beginning July 1, 2027, and for each twelve-month period thereafter, the cost to Polk for each extra bed per day shall increase by the greater of either three percent (3%) or the amount of the seasonally adjusted CPI-U, West-Size Class B/C, effective December 31st of the preceding year. For example, the percentage increase for July 1, 2027 would be the greater of three percent (3%) or the seasonally adjusted CPI-U, West-size Class B/C effective as of December 31, 2026.

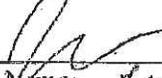
The extra bed cost shall be paid in monthly installments equivalent to one-twelfth of the annual charge, on or before the 15th of the month services are rendered, with the first installment due within ten (10) days of Polk's approval of this Amendment #2.

4. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #2, the Underlying Agreement, as previously amended, shall remain unchanged and continue in full force and effect. All terms, covenants, and conditions of the Underlying Agreement, as previously amended, 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.
5. **Authority.** Yamhill and Polk and each of the persons executing this Amendment #2 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 #2 and has taken all action required to authorize such county (and each person executing this Amendment #2 on behalf of such county) to enter into this Amendment #2, 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 #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.
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.

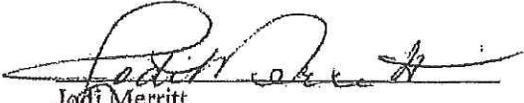
(Signature page follows)

IN WITNESS WHEREOF, the parties have hereto caused this Amendment #2 to be executed by their duly authorized officers as of the dates and year entered hereinafter.

POLK COUNTY

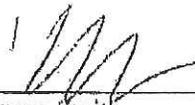

_____, Chair
Printed Name: Jeremy Gardner

Date: 10/14/23



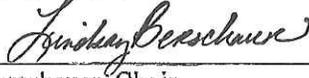
Jodi Merritt
Community Corrections Director
Polk County

APPROVED AS TO FORM:



Morgan Smith
Polk County Counsel

YAMHILL COUNTY



Lindsay Berschauer, Chair

Date: 10.26.23



Jessica Beach
Community Justice Director
Yamhill County

APPROVED AS TO FORM:



Christian Boenisch
Yamhill County Counsel

Accepted by Yamhill County
Board of Commissioners on
10/26/23 by Board Order
23-401

Option 3

2022 to 2023 Change in Price from \$168 Per day to \$180 per day a 7.1% Increase

Current CPI from 2022 to 2023 would be a 8.3% increase (\$182 per day)

Operating Budget \$2,398,993

True Cost @ 10 youth per day \$657

CPI from 2000 @ \$148 (old price) to 2023 would be \$268 per day

As Needed Beds Cost will move to \$495 per bed starting imediatly

At the end of year 3, CPI will determine yearly increase, if CPI increases over 3%, the total cost will increase by the CPI % for that year

<u>4+ Bed Rental Guaranteed</u>			<u>Daily Rate</u>	<u>Overage Cost</u>
2023			\$180	\$148
2024	5%	\$9.00	\$189	\$142
2025	5%	\$9.00	\$198	\$149
2026	5%	\$9.00	\$207	\$155
<u>Total Cost Year 3</u>			\$207	\$155

<u>3 Bed Rental Guaranteed</u>			<u>Daily Rate</u>	<u>Overage Cost</u>
2023			\$180	\$148
2024	8%	\$15.00	\$195	\$162
2025	8%	\$15.00	\$210	\$174
2026	8%	\$15.00	\$225	\$187
<u>Total Cost Year 3</u>			\$225	\$187

<u>2 Bed Rental Guaranteed</u>			<u>Daily Rate</u>	<u>Overage Cost</u>
2023			\$180	\$148
2024	12%	\$21.00	\$201	\$181
2025	12%	\$21.00	\$222	\$200
2026	12%	\$21.00	\$243	\$219
<u>Total Cost Year 3</u>			\$243	\$219

<u>1 Bed Rental Guaranteed</u>			<u>Daily Rate</u>	<u>Overage Cost</u>
2023			\$180	\$148
2024	17%	\$30.00	\$210	\$200
2025	17%	\$30.00	\$240	\$228
2026	17%	\$30.00	\$270	\$257
<u>Total Cost Year 3</u>			\$270	\$257

B.O. 23-401
Exhibit "A"