

AMENDMENT NO. 2
AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS
(Yamhill County and Washington 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 **WASHINGTON COUNTY**, a political subdivision of the State of Oregon (“Washington”), each acting through its duly elected Board of Commissioners and Juvenile Director.

RECITALS

1. Yamhill and Washington are parties to that certain agreement dated July 25, 2019 (the “Underlying Agreement”), memorialized in Yamhill’s records as BO#19-255, pursuant to which Washington is renting bed space in the Yamhill County Juvenile Detention Center to house juvenile offenders. The Underlying Agreement was first amended effective September 8, 2022 (“Amendment No. 1”), memorialized in Yamhill’s records as BO# 22-279.
2. Yamhill and Washington 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. 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 Washington on a continuous twenty-four hour a day basis three (3) 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 three (3) bed spaces is desired by Washington and is deemed available by Yamhill in its sole judgment, Yamhill may offer the additional bed space to Washington. If Yamhill determines that it requires the bed space for its own use, Washington shall be required to vacate any beds in excess of the three (3) 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.”

Board Order No. 24-32

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 guaranteed beds. Retroactively to 10/1/23 through 6/30/24, the base cost to Washington shall be \$180.00 per bed per day for three (3) beds, for a total daily charge of \$540.00 and a total charge of \$131,220.00. Beginning 7/1/24, the base cost to Washington shall increase by fifteen dollars (\$15) per bed per day for three (3) beds, for a total daily charge of \$585.00 and a total charge of \$213,525.00 through 6/30/25.

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 Washington’s approval of this Amendment #2.

3. Section 3.b (“Other costs”) of the Underlying Agreement is hereby deleted and replaced in its entirety by the following language:

“b. Base cost for Extra “Space Available” beds. Retroactively to October 1, 2023, if the extra space is utilized to the extent extra beds beyond the three (3) guaranteed beds are desired by Washington and deemed available on a particular day by Yamhill, Washington shall pay \$148.00 per bed per day for each bed over the three (3) guaranteed beds. Beginning 7/1/24, the extra bed cost to Washington shall be \$162.00 per bed per day for each bed over the three (3) guaranteed beds through 6/30/25.

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 Washington’s approval of this Amendment #2.

4. The following is added as new Section 3.c.

“c. Other costs. In addition to the base cost and the cost for beds in excess of 3, Washington shall pay upon demand any sums otherwise required by this agreement, including but not limited to the costs of emergency services. Charges for additional services shall be billed monthly and paid by Washington within 30 days of receipt of the bill.

5. **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 Washington enforceable according to the terms thereof.

6. **Authority.** Yamhill and Washington and each of the persons executing this Amendment #2 on behalf of Yamhill and Washington 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.
7. **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.
8. **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.
9. **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)

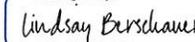
IN WITNESS WHEREOF, the parties have hereto caused this Amendment #2 to be executed by their duly authorized officers as of the dates and year entered hereinafter.

WASHINGTON COUNTY


Printed Name: Kathryn Harrington, Chair

Date: 2/20/24

YAMHILL COUNTY

DocuSigned by:

Lindsay Berschauer, Chair

Date: 2/20/2024

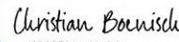

Erin Calvert
Deputy County Administrator
Washington County


Jessica Beach
Community Justice Director
Yamhill County

APPROVED AS TO FORM:


~~Morgan Smith~~ Contraey D. Duke-Driessen
Washington County Counsel

APPROVED AS TO FORM:

DocuSigned by:

Christian Boenisch
Yamhill County Counsel

Approved by the BOC on: 2/8/24

via Board Order No.: 24-32