

22-0905

AMENDMENT NO. 1
AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS
(Yamhill County and Washington 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 **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 executed in July of 2019 and memorialized by Yamhill County Board Order 19-255 (the "Underlying Agreement"), pursuant to which Washington is renting bed space in the Yamhill County Juvenile Detention Center to house juvenile offenders.
2. Yamhill and Washington 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 Washington or pursuant to court order; provided, however, that Yamhill may, upon written notice to the Washington 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 Washington 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 7/1/22 through 6/30/23, to the extent "space available" beds are desired by Washington and deemed available on a particular day by Yamhill, Washington shall pay \$168.00 per bed per day for each bed.

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

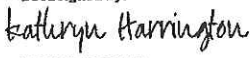
"Liability. It is understood by the parties that any and all employees of the detention center are employees of Yamhill and are not employees, agents, or representatives of Washington unless acting at the specific instance of or on the instruction of Washington. Each party will indemnify and hold the 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 Washington enforceable according to the terms thereof.
5. **Authority.** Yamhill and Washington and each of the persons executing this Amendment #1 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 #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.

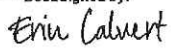
[signature page follows]

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.

WASHINGTON COUNTY

DocuSigned by:

103EAAE4E8B343A
Kathryn Harrington, Chair

Date: 8/23/2022 | 10:28 PDT

DocuSigned by:

7CE70623E43542D...
Erin Calvert
Deputy County Administrator

Date: 8/8/2022 | 12:55 PDT

APPROVED AS TO FORM:

DocuSigned by:

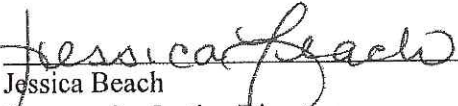
E46BCA2D5D724FD...
Brad Anderson
Washington County Counsel

Date: 8/8/2022 | 10:34 PDT

YAMHILL COUNTY


Lindsay Berschauer, Chair

Date: 9-8-2022


Jessica Beach
Community Justice Director

Date: 9/1/22

APPROVED AS TO FORM:


Christian Boenisch
Yamhill County Counsel

Date: 9/9/22

Accepted by Yamhill County
Board of Commissioners on
9-8-2022 by Board Order
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