

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

RECITALS

1. Yamhill and Columbia are parties to that certain agreement dated March 31, 2022 (the "Underlying Agreement"), memorialized in Yamhill's records as BO#22-99, pursuant to which Columbia is renting bed space in the Yamhill County Juvenile Detention Center to house juvenile offenders.
2. Yamhill and Columbia 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.a(3) of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

"(3) 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 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. Beginning October 1, 2023 through June 30, 2024, to the extent "space available" beds are desired by Columbia and deemed available on a particular day by Yamhill, Columbia shall pay \$495.00 per bed per day for each bed. Beginning July 1, 2024, and for each twelve-month period thereafter, the cost to Columbia per 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, beginning July 1, 2024, the base cost to Columbia 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,

2023; then, beginning July 1, 2025, the base cost to Columbia per bed per day would increase again by the greater of three percent (3%) or the seasonally adjusted CPI-U, West-size Class B/C effective as of December 31, 2024.

The extra bed cost shall be paid in monthly installments, on or before the 15th of the month services are rendered, with the first installment due within ten (10) days of Columbia's approval of this Amendment #1.

3. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #1, 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 Columbia enforceable according to the terms thereof.
4. **Authority.** Yamhill and Columbia and each of the persons executing this Amendment #1 on behalf of Yamhill and Columbia 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.
5. **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.
6. **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.
7. **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 Amendment #1 to be executed by their duly authorized officers as of the dates and year entered hereinafter.

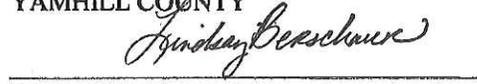
COLUMBIA COUNTY


Printed Name: Kellie De Smith Vice Chair

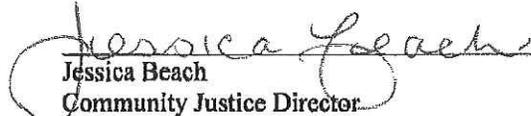
Date: 11/18/2023


Print Name: Larry Evenson
Community Corrections Director
Columbia County

YAMHILL COUNTY


Lindsay Berschauer, Chair

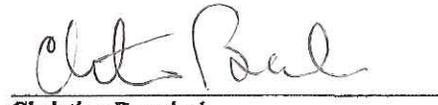
Date: 11/30/23


Jessica Beach
Community Justice Director
Yamhill County

APPROVED AS TO FORM:


Print Name: Sarah Hanson
Columbia County Counsel

APPROVED AS TO FORM:


Christian Boenisch
Yamhill County Counsel

Accepted by Yamhill County
Board of Commissioners on
11/30/23 by Board Order
23-429