

**AMENDMENT NO. 3
AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS
(Yamhill County and Clatsop County)**

THIS AMENDMENT NO. 3 ("Amendment #3") 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

1. Yamhill and Clatsop are parties to that certain agreement dated June 27, 2019 (the "Underlying Agreement"), memorialized in Yamhill's records as BO#19-217, pursuant to which Clatsop is renting bed space in the Yamhill County Juvenile Detention Center to house juvenile offenders. The Underlying Agreement was first amended effective April 29, 2021 ("Amendment No. 1"), memorialized in Yamhill's records as BO#21-142, and amended again effective July 7, 2022 ("Amendment #2"), memorialized in Yamhill's records as BO 22-220.
2. Yamhill and Clatsop 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:

- I. Section 1.a(2), 1.a(3) and 1.a(4) of the Underlying Agreement, as previously amended, are hereby deleted in their entirety and replaced with the following:
 - "(2) **GUARANTEED BEDS.** There shall be reserved to the exclusive use of Clatsop on a continuous twenty-four hour a day basis one (1) bed space 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 one (1) bed space is desired by Clatsop and is deemed available by Yamhill in its sole judgment, Yamhill may offer the additional bed space to Clatsop. If Yamhill determines that it requires the bed space for its own use, Clatsop shall be required to vacate any beds in excess of the one (1) guaranteed bed. 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(1) (“Base cost for guaranteed beds”) of the Underlying Agreement, as previously amended, is hereby deleted and replaced in its entirety by the following language:

“3.a(1) Base cost for guaranteed beds. Beginning October 1, 2023, through June 30, 2024, the base cost to Clatsop shall be \$180.00 per bed per day for one (1) bed, for a total daily charge of \$180.00 and a total charge of \$43,740.00. Beginning July 1, 2024, the base cost to Clatsop shall increase by \$30.00 per bed per day for one (1) bed, for a total daily charge of \$210.00 and a total charge of \$76,650.00. Beginning July 1, 2025, the base cost to Clatsop shall increase by an additional \$30.00 per bed per day for one (1) bed, for a total daily charge of \$240.00 and a total charge of \$87,600.00. Beginning July 1, 2026, the base cost to Clatsop shall increase by an additional \$30.00 per bed per day for one (1) bed, for a total daily charge of \$270.00, and a total charge of \$98,550.00. Beginning July 1, 2027, and for each twelve-month period thereafter, the base cost to Clatsop per bed per day for one (1) bed 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 Clatsop 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 Clatsop’s approval of this Amendment #3.

3. Section 3.a(2) (“Extra beds”) of the Underlying Agreement, as previously amended, is hereby deleted and replaced in its entirety by the following language:

“3.a(2) Extra beds. Beginning October 1, 2023, to the extent extra beds beyond the one (1) guaranteed bed is desired by Clatsop and deemed available on a particular day by Yamhill, Clatsop shall pay \$148.00 per bed per day for each bed over the one (1) guaranteed bed. Beginning July 1, 2024, the extra bed cost to Clatsop shall be \$200 per bed per day for each bed over the one (1) guaranteed bed. Beginning July 1, 2025, the extra bed cost to Clatsop shall increase to \$228 per bed per day for each bed over the one (1) guaranteed bed. Beginning July 1, 2026, the extra bed cost to Clatsop shall increase to \$257 per bed per day for each bed over the one (1) guaranteed bed. Beginning July 1, 2027, and for each twelve-month period thereafter, the cost to Clatsop 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 Clatsop's approval of this Amendment #3.

4. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #3, 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 Clatsop enforceable according to the terms thereof.
5. **Authority.** Yamhill and Clatsop and each of the persons executing this Amendment #3 on behalf of Yamhill and Clatsop hereby covenant and warrant that: (i) each respective county has full right and authority to enter into this Amendment #3 and has taken all action required to authorize such county (and each person executing this Amendment #3 on behalf of such county) to enter into this Amendment #3, 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 #3 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 #3 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #3.
8. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #3 and are incorporated herein by this reference.

(Signature page follows)

IN WITNESS WHEREOF, the parties have hereto caused this Amendment #3 to be executed by their duly authorized officers as of the dates and year entered hereinafter.

CLATSOP COUNTY

Mark Kujala, Chair
Printed Name: Mark Kujala

Date: 11-8-23

Kelly Bunsiten 11/15/2023
Printed Name: Kelly Bunsiten
Community Corrections Director
Clatsop County

APPROVED AS TO FORM:

Anthony Pope - 11/13/23
Printed Name: Anthony Pope
Clatsop County Counsel

YAMHILL COUNTY

Lindsay Berschauer
Lindsay Berschauer, Chair

Date: 11/30/23

Jessica Beach
Printed Name: Jessica Beach
Community Justice Director
Yamhill County

APPROVED AS TO FORM:

Christian Boenisch
Christian Boenisch
Yamhill County Counsel

Accepted by Yamhill County
Board of Commissioners on
11/30/23 by Board Order
23-430