

AMENDMENT NO. 3
AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS
(Yamhill County and Washington 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 **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, and amended again effective February 8, 2024 (“Amendment No. 2”), memorialized in Yamhill’s records as BO# 24-32.
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. Amendments.

- i. Section 1 is hereby amended to include the following additional services:
 - d. Urinalysis Testing. Yamhill shall perform Urinalysis Testing for Washington County Youth, upon the request of Washington. Testing shall be done at no additional cost to Washington.
- ii. Section 3 is hereby amended as follows (new language is indicated by double-underlined font; deleted language is indicated by strikeout font):
 - 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 ~~\$147,960.00~~ ~~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.~~

2. **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 Washington enforceable according to the terms thereof.
3. **Authority.** Yamhill and Washington and each of the persons executing this Amendment #3 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 #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.
4. **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.
5. **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.
6. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #3 and are incorporated herein by this reference.

[remainder of page intentionally blank; 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.

WASHINGTON COUNTY

_____, Chair
Printed Name: Erin Calvert

Date: 5/23/2024 | 16:02 PDT

DocuSigned by:
Erin Calvert
AD3BA9AD520E4A8...
Erin Calvert
Deputy County Administrator
Washington County

YAMHILL COUNTY

DocuSigned by:
Lindsay Berschauer
1E3542C8E2074D7...
Lindsay Berschauer, Chair

Date: 5/30/2024

Jessica Beach
Jessica Beach
Community Justice Director
Yamhill County

APPROVED AS TO FORM:

DocuSigned by:
Brad Anderson
45C58ADD1BC5402...
Brad Anderson
Cortney Duke-Driessen
Washington County Counsel
County Counsel (Signatory)

APPROVED AS TO FORM:

DocuSigned by:
Jodi Gollehon
7B2A1369924542B...
Jodi Gollehon
Assistant Yamhill County Counsel

Approved by the BOC on: 5/30/24
via Board Order No.: 24-145

For Administrative Use Only – Z99999

Supplier Name: Yamhill County OR

Actual Contract Number (CustomText4): 24-0779

Department (Location): Juvenile

Contract Type: 6 Amendment

Contract Sub Type (Custom2Code):

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): CA 19-0644

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Expense Contract

SHIP TO (LocShipTo): Juvenile

BILL TO (LocBillTo): Juvenile

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram):

Contract Admin (Administrator): JoEll Cherry

Certificate Of Completion

Envelope Id: 3E388879DAD047988B143ECEE990F98C	Status: Completed
Subject: Complete with DocuSign: *RESIGN* 24-0779: Yamhill County OR	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Connie Wilson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	Connie_Wilson@co.washington.or.us
	IP Address: 204.147.152.5

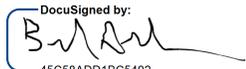
Record Tracking

Status: Original	Holder: Connie Wilson	Location: DocuSign
6/10/2024 1:56:59 PM	Connie_Wilson@co.washington.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

Signer Events

Brad Anderson
 brad_anderson@washingtoncountyor.gov
 County Counsel (Signatory)
 Washington County, OR
 Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:

 45CS8ADD1BC5402...
 Signature Adoption: Drawn on Device
 Using IP Address: 204.147.152.5

Timestamp

Sent: 6/10/2024 1:58:22 PM
 Viewed: 6/10/2024 2:30:28 PM
 Signed: 6/10/2024 2:30:35 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/10/2024 1:58:22 PM
Certified Delivered	Security Checked	6/10/2024 2:30:28 PM
Signing Complete	Security Checked	6/10/2024 2:30:35 PM
Completed	Security Checked	6/10/2024 2:30:35 PM
Payment Events	Status	Timestamps