

AMENDMENT NO. 2
AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS
(Yamhill County and Columbia 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 **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. The Underlying Agreement was first amended effective November 11, 2023 (“Amendment No. 1”), memorialized in Yamhill’s records as BO#23-429.
2. Yamhill and Columbia 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. Section 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 Columbia 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 Columbia and is deemed available by Yamhill in its sole judgment, Yamhill may offer the additional bed space to Columbia. If Yamhill determines that it requires the bed space for its own use, Columbia 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 (“Base cost for guaranteed beds”) of the Underlying Agreement is hereby deleted and replaced in its entirety by the following language:

“a. Base cost for guaranteed beds. Beginning April 6, 2026 through June 30, 2026, the base cost to Columbia shall be \$151.00 per bed per day for one (1) bed, for a total daily charge of \$151.00 and a total charge of \$12,986. Beginning July 1, 2026, the base cost to Columbia shall increase by \$79.00 per bed per day for one (1) bed, for a total daily charge of \$230.00 and a total charge of \$83,950.00. Beginning July 1, 2027, and for each twelve-month period thereafter, the base cost to Columbia 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 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, 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 Columbia’s approval of this Amendment #2.

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

“b. Extra beds. Beginning July 1, 2026, to the extent extra beds beyond the one (1) guaranteed bed is desired by Columbia and deemed available on a particular day by Yamhill, Columbia shall pay \$218.00 per bed per day for each bed over the one (1) guaranteed bed. The Extra Beds will be calculated by total use of beds for the month, example: if Columbia County uses over 30 days of beds in a 30 day month, each additional day will be charged \$218.00. Beginning July 1, 2027, and for each twelve-month period thereafter, the cost to Columbia 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 Columbia’s approval of this Amendment #2.

4. **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 Columbia enforceable according to the terms thereof.

5. **Authority.** Yamhill and Columbia and each of the persons executing this Amendment #2 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 #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.
6. **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.
7. **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.
8. **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.

COLUMBIA COUNTY

YAMHILL COUNTY

Kellie Jo Smith, Chair

Kit Johnson, Chair

Printed Name: Kellie Jo Smith

Date: _____

Date: _____

Printed Name: Larry Evenson
Community Corrections Director
Columbia County

Jessica Beach
Community Justice Director
Yamhill County

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Christian Boenisch
Yamhill County Counsel

Printed Name: Sarah Hanson
Columbia County Counsel