



JUVENILE DEPARTMENT  
JUVENILE INTAKE AND ASSESSMENT CENTER  
2121 KAEN ROAD | OREGON CITY, OR 97045

September 12, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of Amendment #1 to Intergovernmental Agreement with the Oregon Youth Authority for expunction of juvenile records. Amendment value is \$211,098.80 and 2 years, agreement value is increased to \$452,706.60 for 4 years. Funding is through the Oregon Youth Authority. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Original Contract 20220203 II.D.1 Briefed at Issues September 10, 2024		
<b>Performance Clackamas</b>	1. Provide assessment and detention services to youth so they can receive the appropriate level of monitoring and services that provides for community safety. 2. Ensure safe, healthy and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Ed Jones	<b>Contact Phone</b>	503-650-3169

**EXECUTIVE SUMMARY:** The mission of the Clackamas County Juvenile Department (“CCJD”) is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community.

The Oregon Legislature passed SB 519 which modified juvenile expunction procedures per ORS 419A.260-265, which requires county juvenile departments to automatically expunge a juvenile record if the youth meets the eligibility criteria for automatic expungement. This Intergovernmental Agreement provides for the Oregon Youth Authority (OYA) to off-set Juvenile Department costs associated with the additional work brought forward under the new changes to the law. Reimbursement is a flat rate of \$257.70 per qualified expunction through December 31, 2025, not to exceed \$452,706.60.

**RECOMMENDATION:** Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

Christina McMahan, Juvenile Director

Juvenile Department

For Filing Use Only

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit, at 503-373-7371.

**AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
EXPUNCTION OF JUVENILE RECORDS**



Agreement #14809a

1. This is Amendment No. 1 to Agreement #14809 dated January 2, 2022, between the State of Oregon, acting by and through its **Oregon Youth Authority** ("Agency"), and **Clackamas County** ("Local Government"), each a "Party" and, together, the "Parties."

Whereas, this Agreement expired on January 1, 2024; and

Whereas, the Parties wish to retroactively reinstate the Agreement to extend for time and add additional funds; and

Whereas, SB 519 (2023) modified procedures for expunction of certain juvenile records which impacted Agency's definition of Qualified Expunction; and

Whereas, the Parties desire to increase the reimbursement rate and to modify the definition of Qualified Expunction following SB 519;

Now, therefore, the Agreement is being reinstated and amended to extend the term of this Agreement, adjust the not-to-exceed amount of the Agreement to account for the additional term and increased rate, and update the Agreement language to modify Agency's definition of Qualified Expunctions.

2. The Agreement is hereby reinstated and amended as follows effective January 2, 2024: New Language is indicated by **bolding and underlining** and deleted language is indicated by ~~**bolding and striking**~~ unless a section is replaced in its entirety:

- a. Amend Agreement document, Section 3, titled Effective Date and Duration as follows:

Upon execution by all Parties and receipt of all required approvals, this Agreement is effective on **January 2, 2022** ("Effective Date"), and terminates on ~~**January 1, 2024**~~ **December 31, 2025**, unless terminated earlier in accordance with Section 18.

- b. Amend Agreement document, Section 8.1 titled Not to Exceed Compensation, as follows:

**8.1. Not to Exceed Compensation.** The maximum, not-to-exceed compensation payable to Local Government under this Agreement, which includes any allowable expenses, is ~~**\$241,607.80**~~ **\$452,706.60**. Agency will pay Local Government according to the invoicing terms listed in Exhibit A-Statement of Work. Agency will not pay Local Government any amount in excess of the not-to-exceed compensation of this Agreement.

- c. Amend Exhibit A of the Agreement, first paragraph only, as follows, for Services provided on and after January 2, 2024:

SB 575 (2021) contains new requirements for expunctions of juvenile records. **SB 519 (2023) further modified the expunction process for juvenile records.** SB 575 **and SB 519** would have a financial impact for Local Government to complete new work required by this legislation. Agency has analyzed the associated costs and determined an estimated cost for additional work brought forward by SB 575 **and SB 519** as described below. Through this Agreement, Agency will reimburse Local Government a flat rate per Qualified Expunction, as defined below and according to the compensation details listed in Section 2 of this Exhibit.

- d. Amend Exhibit A of the Agreement, Second paragraph only, as follows:

Agency considers the following Juvenile Records expunctions to be qualified for reimbursement (“Qualified Expunctions”):

**Effective January 2, 2022 through January 1, 2024:**

- Expunctions described in Section 2(2)(a) of SB 575, and
- Expunctions described in Section 6, Subsection 2(a)(A) of SB 575.

**Effective beginning January 2, 2024:**

- **Expunctions described in Section 2(2)(a) of SB 575;**
- **Expunctions described in Section 6, Subsection 2(a)(A) of SB 575; and**
- **Expunctions described in Section 2, Subsection (3)(b)(A) of SB 519.**

- e. Amend Exhibit A, Subsection 1.2.1, as follows for Services provided on and after January 2, 2024:

1.2.1 On the date that the youth becomes eligible for expunction under either Section 2(2)(a), or Section 6, Subsection 2(a)(A), **of SB 575, or Section 2, Subsection (3)(b)(A) of SB 519,** provide Local Government with a Business Intelligence Systems (BIS) report (“Expunction Report”) notifying Local Government of youth’s eligibility.

- f. Amend Exhibit A, Section 2, titled COMPENSATION, as follows:

**2. COMPENSATION.** The total not to exceed amount available for payment to Local Government is as follows:

Services (Exhibit A, Section 1.1, Local Government Responsibilities)	<del>\$241,607.80</del> <b><u>\$452,706.60</u></b>
<b>Total Not to Exceed Amount for this Agreement</b>	<del>\$241,607.80</del> <b><u>\$452,706.60</u></b>

**2.1 Method of Payment for Services**

**Effective January 2, 2022 through January 1, 2024:** Agency will reimburse Local Government at the rate of **\$206.15** per Qualified Expunction.

**Effective for Services provided on and after January 2, 2024: Agency will reimburse Local Government at the rate of \$257.70 per Qualified Expunction.**

- 3. Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. Local Government certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The Parties, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**LOCAL GOVERNMENT:** Clackamas County

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**AGENCY:** State of Oregon, acting by and through its Oregon Youth Authority

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Teri Bledsoe, Senior Contract Specialist

**ATTORNEY GENERAL:** Approved for legal sufficiency

By: Approved via email 07/17/2024 John McCormick \_\_\_\_\_ Date: \_\_\_\_\_

Name:

**AGREEMENT ADMINISTRATOR:** Reviewed and approved

By: Approved Template via email 4/18/2024 \_\_\_\_\_ Date: \_\_\_\_\_

Name: Laura Ward

**PROCUREMENT UNIT:** Reviewed by Contract Specialist

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Susanna Ramus



# Oregon

Tina Kotek, Governor

**Oregon Youth Authority**

Procurement Unit

530 Center Street NE, Suite 500

Salem, OR 97301-3765

Phone: 503-373-7371

Fax: 503-373-7921

[www.oregon.gov/OYA](http://www.oregon.gov/OYA)



## Document Return Statement

July 22, 2024

**Re:** Contract #14809a hereafter referred to as "Contract"

Please complete and return the following documents:

- This Document Return Statement
- Amendment with completed Signature Page

If you have any questions or concerns with the above-referenced Contract, please feel free to contact Susanna Ramus, Interim Procurement Manager at 971-301-0918.

### Please complete the below:

I \_\_\_\_\_, \_\_\_\_\_  
 (Name) (Title)

received a copy of the above-referenced Contract, consisting of 3 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Clackamas County** by email from OYA Procurement Unit on the date listed above.

On \_\_\_\_\_, I signed the electronically transmitted Contract without change.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date