

JUVENILE DEPARTMENT

# IUVENILE INTAKE AND ASSESSMENT CENTER

2121 KAEN ROAD | OREGON CITY, OR 97045

| October 2, 2025 | BCC Agenda Date/Item: |
|-----------------|-----------------------|
|-----------------|-----------------------|

**Board of County Commissioners** 

Approval of an Amendment to a Grant Agreement with the Oregon Department of Education for community diversion services to first time offenders. Amendment Value is \$511,482 for 20 months. Total Agreement Value is \$1,482,107 for 4 years. Funding is through the Oregon Department of Education. No County General Funds are involved.

| No County General Lunus are involved.                                                                                                                                       |                                                                         |                            |                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------|-----------------------------|
| Previous Board                                                                                                                                                              | Grant Agreement #15662                                                  | signed on October 10, 2    | 021 Agenda item G.1.,       |
| Action/Review                                                                                                                                                               | Amendment #1 signed on                                                  | November 22, 2023 I.C.     | 1, 20240111 II.B.1          |
| Performance                                                                                                                                                                 | 1. The purpose of the You                                               | ıth, Family, Stakeholder a | and Community Collaboration |
| Clackamas                                                                                                                                                                   | line of business is to work with youth, families, system, and community |                            |                             |
|                                                                                                                                                                             | stakeholders to provide youth and families services which may include   |                            |                             |
| prevention, early intervention, family navigation and engagement, intake,                                                                                                   |                                                                         |                            |                             |
| assessments and custody services which offer opportunities to divert youth from juvenile justice involvement support for families, community connection, and public safety. |                                                                         |                            |                             |
| 2. Safe, Secure and Livable Communities, through funding for mandated                                                                                                       |                                                                         |                            |                             |
| services.                                                                                                                                                                   |                                                                         |                            |                             |
| Counsel Review                                                                                                                                                              | Yes                                                                     | Procurement Review         | No                          |
| Contact Person                                                                                                                                                              | Danielle Valdez                                                         | Contact Phone              | 503-655-8788                |

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 safe, secure, and livable communities. This amendment reinstates the 2023-2025 grant agreement #15662, Amendment No. 1 and adds \$511,482 of allocated Juvenile Crime Prevention funds from the Oregon Department of Education, Youth Development Division for the 2025-2027 Biennium. These allocated funds are used throughout Clackamas County to contract for Community Diversion Program Services for low risk/low level first time offenders within their communities.

**RECOMMENDATION:** Staff recommends the Board of County Commissioners approve the revised attached grant agreement.

Respectfully submitted,

Christina L. McMahan, Director

Chiving F. M. Afalran

Juvenile Department

For Filing Use Only

#### Reinstatement and Amendment No. 2 to Grant No. 15662

This is Reinstatement and Amendment No. 2 to Grant Agreement No. 15662, effective July 1, 2023 (as amended from time to time, the "Grant"), between the State of Oregon, acting by and through its Oregon Department of Education ("Agency") and Clackamas County ("Grantee"), each a "Party" and together, the "Parties". Upon receipt of all required approvals and execution by both Parties, this Reinstatement and Amendment shall be effective on July 1, 2025 ("Amendment Effective Date").

The Grant expired on June 30, 2025 and the Parties now desire to reinstate the Grant in its entirety and amend the Grant provided herein.

The Parties acknowledge and agree that Agency has not made any payment for activities performed after June 30, 2025.

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by **strikethrough**):

1. Section 3 of the Grant is amended as follows:

#### **SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Executed Date"), this Grant is effective and has a Grant funding start date as of July 1, 2023 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2025 June 30, 2027.

2. Section 6 of the Grant is amended as follows:

#### **SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$970,625.00\\$1,482,107.00 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through its General Fund ("Funding Source").

3. Exhibit A Section V of the Grant is deleted and replaced with the following revised Exhibit A Section V, effective as of the Amendment Effective Date.

#### SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

Using Agency provided reporting templates, Grantee will submit required reports, related reports, and information as Agency may reasonably require. Required reports include Quarterly Reports and the Final Report. Grantee must submit the reports as indicated below:

| REPORT            | DUE DATE                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Quarterly Reports | Within 30 days after the end of each quarter listed below:                                                                                                                                                                                                                                                                                                                             |
|                   | Quarter 1: July 1, 2025 - September 30, 2025<br>Quarter 2: October 1, 2025 - December 31, 2025<br>Quarter 3: January 1, 2026 - March 31, 2026<br>Quarter 4: April 1, 2026 - June 30, 2026<br>Quarter 5: July 1, 2026 - September 30, 2026<br>Quarter 6: October 1, 2026 - December 31, 2026<br>Quarter 7: January 1, 2027 - March 31, 2027<br>Quarter 8: April 1, 2027 - June 30, 2027 |
| Final Report      | By August 1, 2027                                                                                                                                                                                                                                                                                                                                                                      |

## Grant Funds Available by Biennium:

| <b>Grant Period</b> | Total Granted  | Total Available |
|---------------------|----------------|-----------------|
| 2021 - 23 Funds     | \$475,248.00   | \$ -            |
| 2023 - 25 Funds     | \$495,377.00   | \$ -            |
| 2025 - 27 Funds     | \$511,482.00   | \$511,482.00    |
| <b>Grant Total</b>  | \$1,482,107.00 | \$511,482.00    |

THIS SPACE INTENTIONALLY LEFT BLANK

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS REINSTATEMENT AND AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Reinstatement and Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Reinstatement and Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Reinstatement and Amendment as of the dates set forth below.

### STATE OF OREGON acting by and through its Department of Education

| By: Julia Alpanus Director of Programment      | 9/10/2025        |  |
|------------------------------------------------|------------------|--|
| Julia Alpernas, Director of Procurement        | Date             |  |
| Clackamas County                               |                  |  |
| By:                                            |                  |  |
| Authorized Signature                           | Date             |  |
|                                                |                  |  |
| Printed Name                                   | Title            |  |
|                                                |                  |  |
| Federal Tax ID Number                          |                  |  |
| Approved for Legal Sufficiency in accordance w | vith ORS 291.047 |  |
| By: Nina Englander via email                   | 09/04/2025       |  |
| DOJ Assistant Attorney General                 | Date             |  |

# COUNTY COUNSEL DOCUMENT REVIEW TRANSMITTAL FORM

| DATE: September 22, 2025                                                                                                                                     |                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| TO: COUNTY COUNSEL ATTORNEY: Jeff Munns                                                                                                                      |                                                                               |
| FROM: Danielle Valdez                                                                                                                                        |                                                                               |
| EXTENSION: 8788                                                                                                                                              | DEPARTMENT/DIVISION: Juvenile                                                 |
| BILL TO: Juvenile                                                                                                                                            | (Department/Division to be billed)                                            |
| TYPE OF DOCUMENT: Grant                                                                                                                                      |                                                                               |
| NAME OF DOCUMENT: Approval of Arwith the Oregon Department of Education Total amendment value is \$1,482,107.00, a Prevention funding through June 30, 2027. | for Juvenile Crime Prevention Services. adding \$511,482.00 of Juvenile Crime |
| REQUESTED RETURN DATE: As soon                                                                                                                               | as reasonably possible.                                                       |
|                                                                                                                                                              |                                                                               |
|                                                                                                                                                              |                                                                               |
| APPROVED AS TO FORM:                                                                                                                                         |                                                                               |
| County Counsel:                                                                                                                                              | Date: 9/23/2025                                                               |
| Counsel Comments:                                                                                                                                            |                                                                               |
|                                                                                                                                                              |                                                                               |
|                                                                                                                                                              |                                                                               |