



CHRISTINA L. McMAHAN
DIRECTOR

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

June 18, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

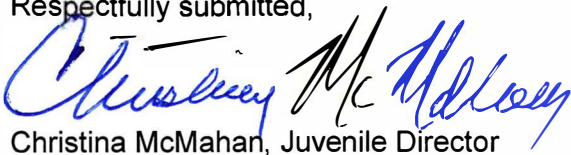
Approval of an Amendment to an Intergovernmental Agreement with Marion County for guaranteed juvenile detention beds. Amendment Value is for 2 years. Total Agreement Value is \$1,588,000 for 4 years. Funding is through the Oregon Youth Authority and \$262,839 in budgeted County General Funds.

Previous Board Action/Review	20240725 III.D.2		
Performance Clackamas	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.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Ed Jones	Contact Phone	503-650-3169

EXECUTIVE SUMMARY: Clackamas County Juvenile Department (CCJD) is requesting approval of Amendment 1 to the Intergovernmental Agreement for juvenile detention beds with Marion County Juvenile Detention Facility (MCJDF) for juveniles who are considered to pose a community safety risk, and are awaiting further processing in the juvenile court system. This amendment does the following: Extends the term of this Agreement for an additional two (2) years, from June 30, 2026 to June 30, 2028; Increases the number of guaranteed beds, from 3 to 4 guaranteed beds per day due to a new partnership between Clackamas County and Washington County to guarantee a total of 20 contracted beds per day between the two counties, and gives the department the opportunity to share juvenile detention guaranteed bed space with Washington County; increases the FY25-26 rate from \$225.50 per youth per day to \$272.50 per youth per day, and establishes the rates for FY26-27 and FY27-28. Additional Fee-For-Service juvenile detention beds will be provided at the same rates, **if** the total beds used between Washington and Clackamas Counties exceeds the total combined contracted juvenile detention beds (20), providing MCJDF has capacity.

RECOMMENDATION: Staff recommends the Board of County Commissioners approve the attached Amendment to Intergovernmental Agreement JV-6064-24.

Respectfully submitted,


Christina McMahan, Juvenile Director

Juvenile Department

For Filing Use Only

Contract Review Sheet

Intergovernmental Agreement

JV-6064-24 - Am1Title: Guaranteed Detention BedsContractor's Name: Clackamas County, ORDepartment: Juvenile DepartmentContact: Brianna SloaneAnalyst: Chalyce MacDonaldPhone #: (503) 576-4620Term - Date From: August 1, 2024Expires: June 30, 2028Original Contract Amount: \$ 1,588,000.00

Previous Amendments Amount:

\$ -Current Amendment: \$ -New Contract Total: \$ 1,588,000.00Amd% 0%Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%Source Selection Method: ORS190 Intergovernmental Agreement

Description of Services or Grant Award

Clackamas County will pay MCDJ for 3 guaranteed detention beds, with the option to purchase additional beds as available.

Amendment 1 extends the term of the agreement through June 30, 2028 [2026]. The guaranteed bed qty was changed to 4 and the bed rates that start 7/1/25 were increased to \$272.50 per bed per day as well as adding the bed rates for the additional term. Language for section 4.2.1.2 was revised to be more specific in the arrangement for sharing the additional beds between participating counties.

Desired BOC Session Date: _____

Contract should be in DocuSign by: _____

Agenda Planning Date _____

Printed packets due in Finance: _____

Management Update _____

BOC upload / Board Session email: _____

BOC Session Presenter(s) _____

Code: G

REQUIRED APPROVALS

DocuSigned by:

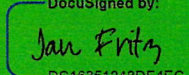
 A3538E7AECD04F4 5/22/2025
 Finance - Contracts Date

DocuSigned by:

 AFD8EB7C0923416 5/22/2025
 Legal Counsel Date

DocuSigned by:

 28C1D5A237994CF 5/27/2025
 Contract Specialist Date

DocuSigned by:

 DC16351248DE4EC 5/27/2025
 Chief Administrative Officer Date



Marion County
OREGON

**AMENDMENT 1 to JV-6064-24 the
INTERGOVERNMENTAL AGREEMENT**

between

MARION COUNTY and CLACKAMAS COUNTY, OR

This Amendment No. 1 to the Intergovernmental Agreement (as amended from time to time, the "Agreement"), dated July 01, 2022 between Marion and Clackamas counties, political subdivisions of the State of Oregon, hereafter called "Marion" and "Clackamas", respectively.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strike through~~):

3. TERM AND TERMINATION

- 3.1 This Agreement shall be effective for the period of August 01, 2024, through June 30, 2028, ~~June 30, 2026~~, unless sooner terminated. ~~or extended as provided herein.~~

4. FUNDING AND BILLING

- 4.1 The total amount paid under this contract shall not exceed \$1,588,000.00. Clackamas shall make payments to Marion on a cost reimbursement basis according to the following terms:

The daily bed rate for the period of **August 1, 2024 - June 30, 2025**, shall be **\$210.00** per day, per youth.

The daily bed rate for the period of **July 1, 2025 - June 30, 2026**, shall be ~~increase 5% to~~ **\$272.50** ~~\$220.50~~ per day, per youth and will increase an additional 5% each fiscal year thereafter according to the schedule below.

Clackamas shall reimburse Marion for 4 (four) ~~3 (three)~~ "guaranteed" detention beds per youth, per day at the ~~above corresponding~~ daily bed rate for each corresponding time period regardless of whether or not they are utilized.

Fiscal Period	Bed Day Rate	<u>Minimum</u> Annual Cost
August 1, 2024 – June 30, 2025	\$210.00	\$210,420.00
July 1, 2025 – June 30, 2026	<u>\$272.50</u> \$220.50	<u>\$397,850.00</u> \$241,448.00
<u>July 1, 2026 – June 30, 2027</u>	<u>\$286.13</u>	<u>\$417,749.80</u>
<u>July 1, 2027 – June 30, 2028</u> (leap year 366 days)	<u>\$300.44</u>	<u>\$439,844.16</u>

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 UNDER THE TERMS OF THIS AGREEMENT, MARION SHALL:

5.1.1 Admission Services

5.1.1.1 Any child of any gender shall be admitted upon placement by an authorized member of Clackamas Juvenile Department or designee or upon order of any court of competent jurisdiction to require detention of such juvenile, subject to conditions hereinafter provided.

5.1.1.2 ~~Marion shall guarantee 3 (three) detention beds for Clackamas youth throughout the duration of the agreement. Clackamas may request additional fee for service detention beds. At the discretion of Marion, as capacity is available, Marion may provide additional detention beds for Clackamas youth on a fee for service basis. Marion, acting through its detention staff, shall have discretion to refuse acceptance of any juvenile placed outside of the guaranteed beds, where it reasonably believes such placement does not comply with lawful requirements of facility regulations or when it lacks adequate bed space, or when it appears that the physical condition of the placed juvenile requires immediate medical attention.~~

Marion shall guarantee available space for 4 (four) detention beds for the exclusive use of Clackamas County juveniles on a continuous 24-hour a day basis throughout the duration of this Agreement, at the rate of compensation per bed per day as defined under the table in Section 4. Funding and Billing.

Marion may enter into agreements with other counties for guaranteed detention beds concurrently with Clackamas.

Marion agrees counties contracting for guaranteed detention bed space may agree to utilize the other entities unused guaranteed detention bed space without incurring additional cost from Marion.

Counties agreeing to share unused guaranteed detention bed spaces will notify the Marion County Juvenile Department Director of their agreement to share contracted guaranteed detention beds by email.

Clackamas may not exceed the contracted 4 bed capacity or the combined contracted counties' guaranteed detention bed space capacity of 20 beds (Clackamas=4, other counties=16), unless Marion has additional beds available for purchase on a fee for service basis as defined under the table in Section 4. Funding and Billing. Additional capacity in excess of the combined contracted guaranteed detention beds will be authorized only by Director, or designee, from both Marion and Clackamas. Prioritization of additional beds shall be decided by Clackamas and any other contracted counties in need of additional beds.

In the event that Marion approves additional beds for purchase above the counties contracted guaranteed detention beds, and Marion non-guaranteed detention beds

subsequently reaches capacity, Clackamas and the other contracted counties shall confer and determine which of their juveniles will be released and/or transferred to an alternative detention facility for placement within 24 hours, to meet the contracted capacity of 4 total beds, or a combined 20 total beds.

Marion, acting through its detention staff, shall have discretion to refuse acceptance of any juvenile placed outside of the guaranteed beds, where it reasonably believes such placement does not comply with lawful requirements of facility regulations or when it lacks adequate bed space, or when it appears that the physical condition of the placed juvenile requires immediate medical attention.

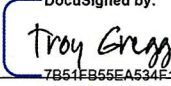



5.2 UNDER THE TERMS OF THIS AGREEMENT, CLACKAMAS SHALL:

5.2.2 During Marion Supervision

5.2.2.7 Clackamas Board of Commissioners, or their designees, shall tour the Marion County Juvenile Detention Facility on at least an annual basis through the life of the agreement. Clackamas will review Marion's operations during the tour and provide any recommendations identified during the tour in writing, although Marion County may choose whether or not to implement specific recommendations. The first tour will be scheduled within three months of fully executed Amendment 1 to the agreement.

Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original 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.

MARION COUNTY SIGNATURES

Authorized Signature:	<small>DocuSigned by:</small>  <small>7B51EB55EA534E1...</small>	5/22/2025
	Department Director or designee	Date
Authorized Signature:	<small>DocuSigned by:</small>  <small>DC16351248DE4EC...</small>	5/27/2025
	Chief Administrative Officer	Date
Reviewed by Signature:	<small>DocuSigned by:</small>  <small>AFD8EB7C0923416...</small>	5/22/2025
	Marion County Legal Counsel	Date
Reviewed by Signature:	<small>DocuSigned by:</small>  <small>A3538E7AEC704F4...</small>	5/22/2025
	Marion County Contracts & Procurement	Date

CLACKAMAS COUNTY, OR

Authorized Signature: _____ Date: _____

Title: _____

COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM

DATE: May 1, 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: IGA

NAME OF DOCUMENT: Amendment 1 to JV-5451-23 the IGA between Marion County and Clackamas County, OR for Marion County Detention.

REQUESTED RETURN DATE: As soon as reasonably possible.

APPROVED AS TO FORM:

County Counsel:  Date: 5/5/2025

Counsel Comments:

See comments in attached draft. Thanks,
