



OREGON

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## MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, January 14, 2026  
Board Session 9:00 a.m.

Senator Hearing Room  
555 Court Street NE, Salem

### PUBLIC COMMENT

### CONSENT

#### BOARD OF COMMISSIONERS

##### Board Committee Appointment –Materials Management Advisory Council

1. Approve an order appointing Commissioner Kevin Cameron to the Materials Management Advisory Council (MMAC) through January 14, 2030; and an order appointing Commissioner Cameron as the MMAC Chair through January 14, 2027.

#### BUSINESS SERVICES

2. Approve a Special Procurement to establish a contract with JB Oregon as the authorized representative for the support and maintenance of the county's specialized heating and cooling systems.

#### JUVENILE DEPARTMENT

3. Approve the incoming funds Intergovernmental Agreement (IGA) with the Oregon Youth Authority in the not-to-exceed amount of \$239,151.63 for the processing of expunged youth records retroactive to January 1, 2026, through December 31, 2027.

### ACTION

None.

### PUBLIC HEARINGS Starting no earlier than 9:30 a.m.

None.

Members of the public may submit written testimony by email to [PublicHearings@co.marion.or.us](mailto:PublicHearings@co.marion.or.us) For agenda items where in-person testimony is allowed, the public may sign up to provide testimony by telephone by emailing [PublicHearings@co.marion.or.us](mailto:PublicHearings@co.marion.or.us) at least 24 hours before the meeting. The email must specify the meeting date/time and agenda topic for which testimony is being submitted. For telephone testimony requests, the email must also include your name and the phone number that staff should use to call you at the appropriate time.

If you require interpreter assistance, an assistive listening device, large print material or other accommodations, call 503-588-5212 at least 48 hours in advance of the meeting. TTY 503-588-5168 Si necesita servicios de interprete, equipo auditivo, material copiado en letra grande, o culaquier otra acomodacion, por favor llame al 503-588-5212 por lo menos 48 horas con anticipacion a la reunion. TTY 503-588-5168 Marion County is on the Internet at: [www.co.marion.or.us](http://www.co.marion.or.us)



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: 01/14/2026

Department: Public Works

Title: Consider the Appointment of Kevin Cameron to the Materials Management Advisory Council

Management Update/Work Session Date: N/A Audio/Visual aids ☐

Time Required: 0 Contact: Brian May Phone: 503-365-3147

Requested Action:

-Appoint Kevin Cameron to the Materials Management Advisory Council (MMAC).  
-Appoint Kevin Cameron as Chair to the Materials Management Advisory Council (MMAC).

Issue, Description & Background:

The Marion County Board of Commissioners formed the MMAC (Formerly SWMAC) on February 1, 1989. The council membership consists of 16 voting members and four non-voting members. The terms of the individual positions are four-year terms. The MMAC is a public body which, under its bylaws, makes recommendations to the Marion County Board of Commissioners. County policy and the MMAC by-laws require that the Marion County Board of Commissioners make the final appointments.

Financial Impacts:

N/A

Impacts to Department & External Agencies:

N/A

List of attachments:

Roster, Board Order

Presenter:

Brian May

Department Head Signature:

**Brian Nicholas** Digitally signed by Brian Nicholas  
Date: 2026.01.08 15:32:04 -08'00'

BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON

In the matter of the appointment            )  
of Kevin Cameron to the Materials        )  
Management Advisory Council            )           Department of Public Works

O R D E R #: \_\_\_\_\_

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on January 14, 2026, to appoint Kevin Cameron to the Marion County Materials Management Advisory Council for a term beginning January 14, 2026, and ending January 14, 2030.

IT APPEARING that the Board of Commissioners has established the Materials Management Advisory Council.

IT FURTHER APPEARING that in the planning, coordination, and implementation of a materials management system, the Board may give consideration to the concerns of interested citizens and representatives of affected communities, agencies, and organizations. After due consideration, the Board hereby enters the following order:

IT IS HEREBY ORDERED that the Board of Commissioners appoint Kevin Cameron, the elected official representing Marion County, to the Marion County Materials Management Advisory Council.

This appointment shall be for a term beginning January 14, 2026, and ending January 14, 2030. The appointed members are to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this 14<sup>th</sup> day of January 2026.

MARION COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

cc: Clerk  
Volunteer Services

BEFORE THE BOARD OF COMMISSIONERS  
FOR MARION COUNTY, OREGON

In the matter of the appointment       )  
of the Chair to the Materials       )       Department of Public Works  
Management Advisory Council       )

O R D E R #: \_\_\_\_\_

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on January 14, 2026, to appoint Kevin Cameron to serve as Chair of the Marion County Materials Management Advisory Council.

IT APPEARING that the Board of Commissioners has established the Materials Management Advisory Council.

IT FURTHER APPEARING that in the planning, coordination, and implementation of a materials management system, the Board may give consideration to the concerns of interested citizens and representatives of affected communities, agencies, and organizations. After due consideration, the Board hereby enters the following order:

IT IS HEREBY ORDERED that the Board of Commissioners appoint Kevin Cameron to serve as Chair of the Marion County Materials Management Advisory Council.

This appointment shall be for a one-year term beginning January 14, 2026, and ending on January 14, 2027.

DATED at Salem, Oregon, this 14<sup>th</sup> day of January 2026.

MARION COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

cc: Clerk  
Volunteer Services

**MARION COUNTY**  
**MATERIALS MANAGEMENT ADVISORY COUNCIL**  
**Roster**

<b>Council Member</b>	<b>Position</b>	<b>Term End Date</b>
<b>Kevin Cameron</b>	Marion County – Elected Official, <b>Chair</b>	12/31/2025
<b>Daniel Kohler</b>	City of Keizer – Elected Official	07/31/2029
<b>Jenny Ammon</b>	City of Keizer – Staff	07/31/2029
<b>Linda Nishioka</b>	City of Salem – Elected Official	07/31/2029
<b>Ryan Zink</b>	City of Salem – Staff	07/31/2029
<b>Frank Lonergan</b>	City of Woodburn – Elected Official, <b>Vice-Chair</b>	07/31/2029
<b>Jim Row</b>	City of Woodburn – Staff	07/31/2029
<b>Walter Wick</b>	City of Aumsville – Elected Official	07/31/2029
<b>Marie Traeger</b>	City of Silverton – Elected Official	08/31/2029
<b>Jordan Ohrt</b>	City of Stayton – Elected Official	07/31/2029
<b>Brian Asher</b>	City of Aurora – Elected Official	07/31/2029
<b>Walter Perry</b>	City of Jefferson – Elected Official	07/31/2029
<b>Ken Hector</b>	Marion County Citizen – Urban	10/29/2029
<b>Michele Tesdal</b>	Marion County Citizen – Rural	10/29/2029
<b>Treva Gambs</b>	Food Service/Grocery Industry	07/31/2029
<b>Duane West</b>	Home Builders Association	07/31/2029
<b>Shane Kuenzi</b>	Materials Management Industry	07/31/2029
<b>Julie Jackson</b>	Recycling Industry	07/31/2029
<b>Vacant</b>	Community Organization	

<b>County Contacts</b>			
<b>Name</b>	<b>Title</b>	<b>Phone</b>	<b>Email</b>
<b>Brian May</b>	ES Division Manager	(503) 365-3147	<a href="mailto:BMay@co.marion.or.us">BMay@co.marion.or.us</a>
<b>Cory Swartwout</b>	ES Program Supervisor	(503) 566-4160	<a href="mailto:CSwartwout@co.marion.or.us">CSwartwout@co.marion.or.us</a>
<b>Kevin Cameron</b>	Marion County Commissioner	(503) 588-5212	<a href="mailto:KCameron@co.marion.or.us">KCameron@co.marion.or.us</a>
<b>Danielle Bethell</b>	Marion County Commissioner	(503) 588-5212	<a href="mailto:DBethell@co.marion.or.us">DBethell@co.marion.or.us</a>
<b>Colm Willis</b>	Marion County Commissioner	(503) 588-5212	<a href="mailto:CWillis@co.marion.or.us">CWillis@co.marion.or.us</a>



MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: January <sup>14</sup> 7, 2026

Department: Business Services

Title: Special Procurement to Support of LG, KN, and AAON Heating and Cooling Systems

Management Update/Work Session Date: December 16, 2025 Audio/Visual aids ☐

Time Required: 10 min Contact: Tamra Goettsch Phone: x3200

Requested Action: Approval of Special Procurement to establish a contract with JB Oregon for the support of LG, KN, and AAON Heating and Cooling Systems

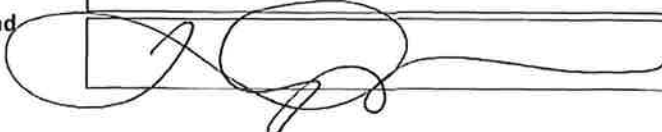
Issue, Description & Background: Facilities Management has utilized JB Oregon as the local authorized representative for all of the LG, KN, and AAON heating and cooling systems for the past several years. Using a local authorized representative for maintaining specialized equipment provides numerous benefits, including rapid response times, specialized expertise, adherence to local regulations, and enhanced operational efficiency.

Financial Impacts: Contract shall be established in the amount of \$200,000.00

Impacts to Department & External Agencies: No impacts to departments outside of Business Services

List of attachments: Special Procurement, Contract Review Sheet, First Public Notice

Presenter: Tamra Goettsch

Department Head Signature: 



# CONTRACT-SPECIFIC SPECIAL PROCUREMENT

BS1754-25

for

## Support of LG, KN, and AAON Heating and Cooling Systems

Marion County is conducting a Special Procurement pursuant to ORS 279B.085 and MCPCR 20-0285.

### 1. BACKGROUND

Marion County Facilities Management maintains LG, KN and AAON heating and cooling systems installed throughout County facilities. Keeping these systems operational is critical to ensure occupant comfort and health, protect sensitive equipment, maintain safety, and support mission-critical functions. Facilities Management has utilized JB Oregon as the local authorized representative for all of these systems for the past several years. Using a local authorized representative for maintaining specialized equipment provides numerous benefits, including rapid response times, specialized expertise, adherence to local regulations, and enhanced operational efficiency.

### 2. CONTRACTING PROCEDURE

If the Special Procurement is approved and no further information is received from the public notice, Marion County Facilities expects to directly execute a Contract for Goods and Services with JB Oregon.

### 3. GOODS OR SERVICES

Parts, service, maintenance, and support of LG, KN, AAON, and other heating and cooling systems.

### 4. REQUIREMENTS

Pursuant to MCPCR 20-0285 The county may award a contract as a special procurement pursuant to the requirements of ORS 279B.085. The Board may approve a special procurement if the procurement:

#### A. ORS 279B.085(4)(a)

Is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and



**B. ORS 279B.085(4)(b)(A)**

Is reasonably expected to result in substantial cost savings to the contracting agency or to the public; or

**C. ORS 279B.085(4)(b)(B)**

Otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.

**5. DETERMINATION AND FINDINGS**

**A. ORS 279B.085(4)(a)**

A standard procurement process is unlikely to result in multiple options for direct purchase of parts. The county currently utilizes Cooperative Agreements for large HVAC projects but requires a better solution for purchasing parts and services on a smaller scale as frequency of needs and costs increase. JB Oregon provides a full catalog of the parts we may need and has them nearly immediately available. Many parts we could buy elsewhere may not be commercially available to the county through non-distributors at the time we need to order them. Some manufacturers may penalize their distributors for selling out of district.

**B. ORS 279B.085(4)(b)(A)**

The County will pay more when ordering through resellers, rather than directly from a distributor. Contractors available for us to hire for services may not be permitted to buy parts directly from the manufacturer, but from JB Oregon, resulting in significant markups to the county.

**C. ORS 279B.085(4)(b)(B)**

We have 24/7 facilities that require immediate resolution of issues. JB Oregon has same-day availability of required brand parts to keep County facilities online.

**6. LENGTH OF TIME**

The length of time/duration for this special procurement is anticipated to be three (3) years, with the option to extend two (2) additional years, or when a suitable replacement has been established.

**7. RESULTS OF INITIAL POSTING**

No responses received.

**8. REVIEW AND APPROVAL**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

Chair

Date

Commissioner

Date

Commissioner

Date



# **NOTICE OF REQUEST for APPROVAL of a SPECIAL PROCUREMENT**

**BS1754-25**

**for**

## **Support of LG, KN, and AAON Heating and Cooling Systems**

Release Date: November 24, 2025

Comments / Questions / Protest Due: **December 1, 2025 at 3:00 PM PST**

### **1. NOTICE**

The County will be requesting its Board of Commissioners approve a special procurement. Prior to the request being presented to the Board, pursuant to MCPCR 20-0285, a notice must be advertised providing the public an opportunity to protest the request.

### **2. DOCUMENTS**

Electronic copies of this notice and all related documents can be obtained from the Marion County Procurement Collaboration Portal at the following URL:

<https://contracts-marioncountygcc.msappproxy.net/gateway/>

### **3. REQUEST**

Please review the document titled “BS1754-25 – Special Procurement”. This document includes all of the elements required to satisfy ORS 279B.085 and MCPCR 20-0285, Special Procurement.

### **4. COMMENT, QUESTION, AND PROTEST OPPORTUNITY**

MCPCR 20-0285(4) states that an affected person may protest the approval of or request for approval of a special procurement in accordance with ORS 279B.400 and section 20-0700.

If you wish to provide comment, questions, or a protest to the request for approval of a Special Procurement, it must be done so through the Marion County Procurement Collaboration Portal at the URL listed above, by the time and date listed above.

### **5. RESPONSE INSTRUCTIONS**

A. Log Into the Procurement Collaboration Portal

- i Go to the Marion County Procurement Collaboration Portal which can be found at:  
<https://contracts-marioncountygcc.msappproxy.net/gateway/>
  - ii Sign In or Create an Account
  - iii Creating an account MUST be completed 15-30 minutes before files will be able to be submitted through the portal.
- B. Solicitations Tab
- i At the top of the page, hover over Solicitations
  - ii Select Search All Solicitations
  - iii Click View next to the applicable solicitation
- C. Opportunity Details
- i ***Viewing Documents*** – Scroll down the page to the Files, Documents, Images section, Public Files: subsection. Here you will find all of the relevant files.
  - ii ***Submitting a Question*** – If you would like to submit a question, scroll down the page to the Questions & Answers section. Type your question in the My Questions/Answers text box and click the Ask Question box.
  - iii ***Register as Respondent*** - If you are interested in responding to the posting, click the button Register as Respondent on the left side of the screen.
  - iv ***Submitting Documents*** – If you would like to submit a response to this posting, scroll down the page to the Files, Documents, Images section, My Files: subsection. Here you will Select a file, select a File Category, and type a description before clicking the Save File button.
  - v ***Response Status*** – Once you have registered as a respondent and submitted documents, scroll to the bottom of the page to the Response Status section and select the appropriate status for your submission, then click Submit.

## 6. DISCLAIMER

This notice is issued to support the Special Procurement; it does not constitute a solicitation on its own. There will not be an evaluation or scoring of the material submitted. No information received in response to this notice will be returned. Responses to this notice are not an offer and cannot be accepted by the County to form a binding contract. Respondents will not necessarily be notified the result of this notice, or future solicitation opportunities.



## MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**Meeting date: 1/14/2026Department: JuvenileTitle: #15556 Expunction of Juvenile RecordsManagement Update/Work Session Date: 1/6/26 Audio/Visual aids ☐Time Required: 5 Contact: Brianna Sloane Phone: 503-576-4620

## Requested Action:

Consider the Intergovernmental Agreement (IGA) between Oregon Youth Authority (OYA) and the Juvenile Department for processing of expunged youth records.

Issue, Description  
& Background:

Due to mandated Oregon Legislation, OYA will automatically clear the records of youth each year who have records created due to contact with law enforcement but were not convicted in juvenile court. This agreement is for OYA to fund Juvenile Department for processing of these youth expunctions.

## Financial Impacts:

OYA will pay no more than \$239,151.63 to Marion County Juvenile Department over a two year term starting retroactively on January 1, 2026.

Impacts to Department  
& External Agencies:

The funds received from this agreement will compensate the Juvenile Department for the time and expense that will result in the processing of these expunctions.

## List of attachments:

State of Oregon IGA #15556, Contract Review Sheet, Retroactive Request form

## Presenter:

Mike Miller

Department Head  
Signature:

DocuSigned by:

*Troy Gregg*  
7B51FB55EA534F1...

**Contract Review Sheet**

Intergovernmental Agreement

**JV-6954-25**Title: #15556 Expunction of Juvenile RecordsContractor's Name: Oregon Youth AuthorityDepartment: Juvenile DepartmentContact: Brianna SloaneAnalyst: Sandra FixsenPhone #: (503) 576-4620Term - Date From: January 1, 2026Expires: December 31, 2027Original Contract Amount: \$ 239,151.63Previous Amendments Amount: \$ -Current Amendment: \$ -New Contract Total: \$ 239,151.63Amd% 0%**Incoming Funds**☐ Federal Funds☐ Reinstatement☐ Retroactive☐ Amendment greater than 25%Source Selection Method: ORS190 Intergovernmental Agreement

Description of Services or Grant Award

OYA to fund Juvenile department for processing of youth expunctions due to the passing of Oregon 2025 legislature.

Desired BOC Session Date: 1/14/2026Contract should be in DocuSign by: 12/24/2025Agenda Planning Date 1/1/2026Printed packets due in Finance: 12/30/2025Management Update 1/6/2026BOC upload / Board Session email: 12/31/2025BOC Session Presenter(s) Troy GreggCode: Y**REQUIRED APPROVALS**

Signed by:



12/22/2025

Finance - Contracts

Date

Contract Specialist

Date

Signed by:



12/23/2025

Legal Counsel

Date

DocuSigned by:



12/29/2025

Chief Administrative Officer

Date

## REQUEST FOR AUTHORIZATION OF CONTRACT JV-6954-25

**Date:** 12/12/2025  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Brianna Sloane

### I. **Subject:** Retroactive

The Marion County Juvenile Department is requesting approval of a retroactive Intergovernmental Agreement as described in Section 10-0580 of the Marion County Public Contracting Rules. The agreement is with Oregon Youth Authority (OYA) for #15556 Expunction of Juvenile Records with a value of \$239,151.63 and will be effective retroactive to 1/1/2026 upon approval.

#### A. BACKGROUND

Due to mandated Oregon Legislation, OYA will automatically clear the records of youth each year who have records created due to contact with law enforcement but were not convicted in juvenile court. This agreement is for OYA to fund Juvenile Department for processing of these youth expunctions.


- B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the agreement was not submitted before performance began:

**State mandates were passed that establish a new expunction process. OYA sent over the agreement on December 12, 2025, requesting a start date of January 1, 2026. There was not enough time to process prior to the state date.**


- C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

**The circumstance was unavoidable.**


Submitted by:

DocuSigned by:  
  
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Brianna Sloane  
Juvenile Department

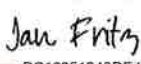
Reviewed by:

Signed by:  
  
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Contracts & Procurement

Acknowledged by:

DocuSigned by:  
  
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Department Head

Acknowledged by:

DocuSigned by:  
  
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Jan Fritz, CAO



# **INTERGOVERNMENTAL AGREEMENT EXPUNCTION OF JUVENILE RECORDS**

Agreement No. 15556

This Agreement is between the State of Oregon acting by and through its **Oregon Youth Authority** ("Agency") and **Marion County**, ("Local Government"), each a "Party" and, together, the "Parties."

## **SECTION 1: AUTHORITY**

This Agreement is authorized by ORS 190.110 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to enter into this agreement in order to allow Agency to provide Local Government with compensation for costs associated with the expunction of juvenile records.

## **SECTION 2: BACKGROUND AND PURPOSE**

The mission of the Oregon Youth Authority ("OYA") is to protect the public and reduce crime by holding youth accountable and providing opportunities for reformation in safe environments. Youth are committed to state custody as a result of criminal acts in one of Oregon's 36 counties. Youth may remain in OYA custody until a maximum age of 25 years. OYA provides a continuum of services and sanctions including: parole and probation services, residential and foster care services, individualized treatment and support, juvenile crime prevention programs, and secure close-custody facilities for youth who represent an unacceptable risk to the public.

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

Upon execution by all Parties and receipt of all required approvals, this Agreement is effective on **January 1, 2026** ("Effective Date"), and terminates on **December 31, 2027**, unless terminated earlier in accordance with Section 18.

## **SECTION 4: AUTHORIZED REPRESENTATIVES**

### **4.1. Agency's Authorized Representative is:**

Laura Ward, Community Services Program Analyst  
530 Center Street NE, Suite 500, Salem, OR 97301  
Phone: 971-301-1138  
Email: [Laura.Ward@oya.oregon.gov](mailto:Laura.Ward@oya.oregon.gov)

### **4.2. Local Government's Authorized Representative is:**

Troy Gregg, Marion County Juvenile Department  
2960 Center Street NE, Salem, OR 97301  
Phone: 503-584-4806  
Email: [tgregg@co.marion.or.us](mailto:tgregg@co.marion.or.us)

### **4.3. A Party may designate a new Authorized Representative by written notice to the other Party without the need for formal amendment.**

## **SECTION 5: AGREEMENT DOCUMENTS**



This Agreement consists of the following documents, which are listed in descending order of precedence:

This Agreement less all exhibits;  
Exhibit A – Statement of Work; and  
Exhibit B – Miscellaneous Provisions.

All exhibits by this reference are hereby made part of this Agreement.

## **SECTION 6: RESERVED**

## **SECTION 7: RESPONSIBILITIES OF EACH PARTY**

- 7.1. The Parties will follow the Statement of Work attached as Exhibit A, Statement of Work.
- 7.2. Agency will pay Local Government as described in Section 8 titled “Compensation.”

## **SECTION 8: COMPENSATION**

- 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 **\$239,151.63**. 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.
- 8.2. **Payments.** Payments, including interim payments, to Local Government will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit A, Statement of Work.

## **SECTION 9: REPRESENTATIONS AND WARRANTIES**

Local Government represents and warrants to Agency that:

- 9.1. Local Government is a political subdivision of the State of Oregon duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 9.2. The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government’s charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 9.3. This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;

- 9.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligation under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
- 9.5. Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

## SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## SECTION 11: OWNERSHIP OF WORK PRODUCT

- 11.1. As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - 11.1.1. **"Local Government Intellectual Property"** means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
  - 11.1.2. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than Local Government or Agency.
  - 11.1.3. **"Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 11.2. All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Local Government agree that any Work Product that is an original work of authorship created by Local Government under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product

created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 11.3. If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 11.4. If Work Product is Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 11.5. If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

## SECTION 12: CONTRIBUTION

- 12.1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to

the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section with respect to the Third Party Claim.

- 12.2. With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 12.3. With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 13: LOCAL GOVERNMENT DEFAULT**

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1. Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2. Any representation, warranty, or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 13.3. Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general

assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

- 13.4. A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 14: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 15: REMEDIES**

- 15.1. In the event Local Government is in default under Section 13, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 16 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 15.2. In the event Agency is in default under Section 14 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 18.3.3, or in the event Agency terminates this Agreement under Sections 18.2.1, 18.2.2, 18.2.3, or 18.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this

Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 15.2, Local Government shall promptly pay any excess to Agency.

## **SECTION 16: RECOVERY OF OVERPAYMENTS**

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 17: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 18: TERMINATION**

18.1. This Agreement may be terminated at any time by mutual written consent of the Parties.

18.2. Agency may terminate this Agreement as follows:

- 18.2.1. Upon 30 days advance written notice to Local Government;
- 18.2.2. Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
- 18.2.3. Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
- 18.2.4. Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or
- 18.2.5. As otherwise expressly provided in this Agreement.

18.3. Local Government may terminate this Agreement as follows:

- 18.3.1. Upon 45 days advance written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

18.3.2. Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;

18.3.3. Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

18.3.4. As otherwise expressly provided in this Agreement.

18.4. Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

## **SECTION 19: INSURANCE**

The Local Government shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

## **SECTION 20: NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

## **SECTION 21: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties unless otherwise expressly provided within this Agreement.

## **SECTION 22: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 23: SURVIVAL**



All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 10, 11, 12, 16, 17, and 23 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

#### **SECTION 24: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

#### **SECTION 25: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

#### **SECTION 26: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state, and local law.

#### **SECTION 27: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

#### **SECTION 28: INTENDED BENEFICIARIES**

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

#### **SECTION 29: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

#### **SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST**

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding



upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

### **SECTION 31: SUBCONTRACTS**

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

### **SECTION 32: TIME IS OF THE ESSENCE**

Time is of the essence in Local Government's performance of its obligations under this Agreement.

### **SECTION 33: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

### **SECTION 34: RECORDS MAINTENANCE AND ACCESS**

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

### **SECTION 35: HEADINGS**

The headings and captions to Sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

### **SECTION 36: SIGNATURES**

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

#### **SIGNATURE OF LOCAL GOVERNMENT'S AUTHORIZED REPRESENTATIVE**

Authorized Signature: See Marion County Signature Page Date: \_\_\_\_\_

By (Insert Name and Title): \_\_\_\_\_

**SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE**

**AGENCY:** STATE OF OREGON, acting by and through its Oregon Youth Authority

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Susanna Bare, Procurement Manager/DPO

**ATTORNEY GENERAL:** Approved for Legal Sufficiency

By: Exempt per OAR 137-045-0050 \_\_\_\_\_ Date: \_\_\_\_\_

**PROCUREMENT UNIT:** Reviewed by Contract Specialist



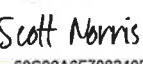

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Ryan Roth

**AGREEMENT ADMINISTRATOR:** Reviewed and Approved

By: Laura Ward via email \_\_\_\_\_ Date: 12/10/25  
Name: Laura Ward

**SIGNATURE PAGE FOR  
#15556 EXPUNCTION OF JUVENILE RECORDS - JV-6954-25  
between  
MARION COUNTY and OREGON YOUTH AUTHORITY**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: <div style="display: inline-block; vertical-align: middle;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>    <small>7864FB68EA534F1...</small> </div> </div>	12/23/2025 <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> Date
Department Director or designee	Date
Authorized Signature: <div style="display: inline-block; vertical-align: middle;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>    <small>DC16351248DE4EC</small> </div> </div>	12/29/2025 <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> Date
Chief Administrative Officer	Date
Reviewed by Signature: <div style="display: inline-block; vertical-align: middle;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;"> <small>Signed by:</small>    <small>50C98A6F708240B</small> </div> </div>	12/23/2025 <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> Date
Marion County Legal Counsel	Date
Reviewed by Signature: <div style="display: inline-block; vertical-align: middle;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;"> <small>Signed by:</small>    <small>C5F72291E6F54E3...</small> </div> </div>	12/22/2025 <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> Date
Marion County Contracts & Procurement	Date

## **EXHIBIT A**

### **Statement of Work**

Significant changes were made to expunction laws during the 2021, 2023, and 2025 legislative sessions via SB 575 (2021), SB 519 (2023), and HB 2677 (2025). SB 575 (2021), SB 519 (2023), and HB 2677 (2025) all created a financial impact for Local Government to complete the new work required by this legislation.

That financial impact was analyzed and an estimated cost for work brought forward by this legislation was determined. In previous agreements, Agency compensated Local Government for expunctions described in Section 2(2)(a) of SB 575 (2021); Section 6, Subsection 2(a)(A) of SB 575 (2021); and Section 2, Subsection (3)(b)(A) of SB 519 (2023).

The changes made by SB 575 (2021) and SB 519 (2023) are now codified in ORS 419A.261 and 419A.267. HB 2677 (2025) made additional changes to ORS 419A.261 and 419A.267. Agency has now analyzed the associated costs and determined an estimated cost for work brought forward in ORS 419A.261 (2025) and ORS 419A.267 (2025) following HB 2677 (2025) 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.

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

- Expunctions described in ORS 419A.267(2)(a) (2025);
- Expunctions described in ORS 419A.261(2)(a)(A) (2025);
- Expunctions described in ORS 419A.261(3)(a)(A) and (B) (2025); and
- Expunctions described in ORS 419A.261(4)(a)(A) and (B) (2025).

## **1. RESPONSIBILITIES OF EACH PARTY**

### **1.1. Local Government Responsibilities:**

#### **1.1.1. Complete Qualified Expunctions.**

#### **1.1.2. Submit a monthly Completed Automatic Expunctions Report for Qualified Expunctions to Agency according to the requirements listed below. The Completed Automatic Expunctions Report must:**

- Be generated using the Business Intelligence Systems (BIS) Report through the Juvenile Justice Information System ("JJIS").
- List the total number of Qualified Expunctions that were processed during the previous month.
- List the applicable rate from among those in subsection 2.1 below for each Qualified Expunction processed during the previous month.
- Include the total amount due for all Qualified Expunctions processed during the previous month.
- Include the anonymized youth Identification number created by JJIS for the Report and shall not include any Juvenile identifying information.

- Be submitted according to the requirements listed in Section 3 of this Exhibit.

## 1.2. Agency Responsibilities:

- 1.2.1. On the date that the youth appears in JJIS to become eligible for expunction under any of the following: ORS 419A.267(2)(a) (2025), ORS 419A.261(2)(a)(A) (2025), ORS 419A.261(3)(a)(A) and (B) (2025), and ORS 419A.261(4)(a)(A) and (B) (2025), provide Local Government with a BIS report ("Expunction Report") notifying Local Government of youth's apparent eligibility.
- 1.2.2. Review the submitted billing invoice and Completed Automatic Expunctions Report and provide reimbursement to Local Government within 45 days of receipt of the invoice, at the rate(s) listed in Section 2.1 of this Exhibit, for Qualified Expunctions completed and listed on the Completed Automatic Expunctions Report.

## 1.3. Acceptance Criteria and Process

Agency will reimburse Local Government following Agency's approval of Local Government's invoice submitted to Agency for Qualified Expunctions in accordance with the terms and conditions of this Agreement. Agency will consider the Services complete when the final Completed Automatic Expunctions Report is received from Local Government under this Agreement.

**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)	\$239,151.63
<b>Total Not to Exceed Amount for this Agreement</b>	<b>\$239,151.63</b>

## 2.1. Method of Payment for Services

Agency will pay Local Government at the following rates per Qualified Expunction for completed Services required under this Agreement.

- Non-Adjudicated = **\$223.80**
- Adjudicated Misdemeanor or Violation = **\$279.75**
- Adjudicated Felony = **\$324.51**

## 2.2. Basis of Payment for Services

Monthly progress payments for completed Services. Agency will pay Local Government monthly progress payments upon Agency's approval of Local Government's invoice(s) submitted to Agency for completed Services and delivered Goods, but only after Agency has determined that Local Government has completed, and Agency has accepted the completed Services and Agency has accepted the delivered goods in accordance with Exhibit A, Section 1.3.

## 2.3. Expense Reimbursement

Agency will not reimburse Local Government for any expenses under this Agreement.

### 3. Invoices

- 3.1. Local Government shall send invoices to Agency no more often than monthly for Services completed and Goods delivered and accepted by Agency in accordance with Exhibit A, Section 1. Local Government shall include on each invoice:
  - 3.1.1. Agreement number;
  - 3.1.2. Completed Automatic Expunctions Report; and
  - 3.1.3. Payment address.
- 3.2. Local Government shall send all invoices to Agency's Agreement Administrator at the address specified on page one of this Agreement or to any other address as Agency may indicate in writing to Local Government. Local Government's claims to Agency for overdue payments on invoices are subject to ORS 293.462.
- 3.3. If payments to Local Government by the Agency under this Agreement, or under any other agreement between Local Government and Agency, are made in error or are found by the Agency to be excessive under the terms of this Agreement or the other agreement, the Agency, after giving written notification to the Local Government, may withhold payments due to Local Government under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This Exhibit A, Subsection 3.3, shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.
- 3.4. Local Government must submit its final invoice to the Agency no later than 60 days after the termination or expiration date of this Agreement. The Agency will be under no obligation to pay for services not billed within 60 days after the termination or expiration date of this Agreement.
- 3.5. Local Government certifies with each invoice and reporting form submitted to Agency that the materials, services, or expenses included in the invoice have been furnished, rendered, or expended pursuant to the terms of this Agreement, that they are as stated in the Agreement and the Local Government has not previously requested payment for the item(s) from the Agency.

## EXHIBIT B

### Miscellaneous Provisions

1. **Media Disclosure:** Local Government shall not provide information to the media regarding a recipient of Services purchased under this Agreement without first consulting the Agency. Local Government shall make immediate contact with the Agency's Communications Office when media contact occurs. The Agency's Communications Office will assist Local Government with an appropriate follow-up response for the media.
2. **Client Records:** Local Government shall appropriately secure all records and files to prevent access by unauthorized persons. Local Government shall, and shall require its employees and subcontractors to, comply with all appropriate federal and state laws, rules, and regulations regarding confidentiality of client records.
3. **Conflict of Interest:** Local Government shall notify Agency in writing when a current employee or newly hired employee is also an employee of the Agency. Local Government shall submit the notification to the Agency Agreement Administrator and the Agency Procurement Unit and shall include the name of the employee and their job description. The Agency will review the employment situation for actual and potential conflicts of interest as identified under ORS Chapter 244.
4. **Mandatory Reporting:** As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all the Agency contractors, including Local Government, must immediately inform either the local office of the Department of Human Services ("DHS") or a law enforcement agency when they have reasonable cause to believe that any child with whom they come in contact has suffered abuse, or that any person with whom they come in contact has abused a child. Oregon Law recognizes child abuse to be: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; and child selling.

Reports must be made immediately upon awareness of the incident. Local Government is encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

5. **Criminal Records Checks:** Any individuals who will have direct contact with Agency youth in the provision of Services under this Agreement shall have passed a criminal records check based on the Agency's criminal records check standards as set forth in OAR 416-800-0000 to 416-800-0095 and a child abuse registry check prior to any Services being provided under this Agreement. Criminal records checks must be updated at least every five years.



# 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

December 12, 2025

**Re:** Agreement #15556 hereafter referred to as "Agreement"

Please complete and return the following documents:

- This Document Return Statement
- Completed Signature Page (Page 11)

If you have any questions or concerns with the above-referenced Agreement, please feel free to contact Ryan Roth, Contract Specialist at [Ryan.Roth@oya.oregon.gov](mailto:Ryan.Roth@oya.oregon.gov)

**Please complete the below:**

I Troy Gregg, Director  
(Name) (Title)

received a copy of the above-referenced Agreement, consisting of 15 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Marion County** by email from the OYA Procurement Unit on the date listed above.

On 12/23/2025, I signed the electronically transmitted Agreement without change.

DocuSigned by:  
Troy Gregg  
7B51EB55FA534E1  
Authorized Signature

12/23/2025  
Date