

1. Final Public Comment Packet

Documents:

[010826 PUBLIC COMMENTS.PDF](#)

2. 1/8/26 Agenda

Documents:

[010826 AGENDA.PDF](#)

3. 1/8/26 Packet

Documents:

[010826 PACKET.PDF](#)

4. Public Hearing 1

[DOCKET C-03-22](#)

WRITTEN PUBLIC COMMENTS RECEIVED
PRIOR TO THE
BOARD OF COMMISSIONERS' SESSION
ON
Thursday, January 8, 2026
AT
10:00 A.M.

Questions, concerns or comments about these items can be directed
to staff or the Commissioners by contacting the Commissioners' office at

(503) 434-7501

OR

BOCINFO@yamhillcounty.gov

From: abrahamsutfin@proton.me
To: [BOC Info](#)
Subject: Public Comment: Docket C-03-22, Grange Hill, LLC
Date: Tuesday, January 6, 2026 11:40:39 AM

CAUTION: External Sender. Use caution when opening attachments, clicking links, or responding.

Dear Yamhill County Commissioners,

I am writing to make public comment concerning docket C-03-22, Grange Hill, LLC.

I live just up the road from this establishment and have had little reason to drive up to see what this place looks like. Yesterday, however, I did go up and have a look. I couldn't believe that this was such a big deal as it has become. But then you go up and have a look around. In no way does this building represent a residential home occupied by a person that is part of our community. It's a compound and feels like a resort. I bike and a drive these roads daily and see what has happened to the Dundee Hills over the past 13 years of my time around here. Roadways are full of fancy cars speeding and racing to get to their luxury hotels. Residential houses are turning into hotels. Residents are packing up and moving away. My kids don't have neighbors with kids to grow up with. They are considering closing Ewing Young because there isn't the necessary enrollment - because there aren't residents living in farm country anymore,

I farm this land I live on and my family has farmed it since 1977. I hope we can keep hotels and businesses in Dundee proper and leave the farmers and foresters the land to grow things. Have a bed and breakfast but make it a family business that follows Oregon values and laws, not a corporate enterprise that first and foremost cares for profits and stakeholders.

You are the deciders of what happens where I live, but not just for me; a decision like this changes the precedent for all future residents, both of the Dundee Hills and Oregon. Please consider this before you decide.

Thanks,

Abraham

From: [Val Blaha](#)
To: [BOC Info](#)
Subject: comment for 1/8/26 board meeting
Date: Wednesday, January 7, 2026 4:02:30 PM

CAUTION: External Sender. Use caution when opening attachments, clicking links, or responding.

Dear Yamhill County Board of Commissioners,

I'm writing to express extreme concern at the state of policing in our county, both from the county level (YCSO) and federal (ICE/DHS/secret police).

You may not be aware that ICE/DHS is acting as a covert police force, operating in the shadows, hiding behind masks, and using license plates that do not match their vehicles. They are doing so in order to secretly detain hard-working community members, most of whom have not been convicted nor tried of crimes. Once people are captured by these secret police, they are taken to facilities where they have a difficult time accessing legal assistance, communicating with family members, and are often treated without dignity, not allowed medications, etc. In short, they are treated like criminals, even though they are not criminals.

The reality is that this is causing fear and terror among those who are targets, and anger and disgust among those of us who care about this deplorable treatment of our fellow humans.

Today a woman was murdered in broad daylight by ICE in Minnesota. It's not immediately clear what happened following this crime. Did local police handle the crime scene as appropriate when an innocent civilian is shot, or did ICE just dispose of evidence in a manner consistent with the lies of Kristi Noem and Donald Trump about what occurred?

What if something like this happens here? Would YCSO respond to make sure that justice and the rule of law is observed, or has our county decided that the secret police have carte blanche to do whatever they like?

Along with these questions, I'd like to know why YCSO officers are using what appear to be personal vehicles (such as a Toyota Tundra truck) to arrest community members? This occurred in 2 locations on December 30th, and many community members believed this to be ICE detentions. Shouldn't our county officers be doing all they can to assure community members that they are not the secret police, and to avoid confusing situations like what occurred on December 30th? If we are supposed to have trust in our county officers, I think they should be clearly identified. This is within your jurisdiction, and should be immediately addressed.

Sincerely,

Valerie Blaha
McMinnville, OR

From: [Joe Schirle](#)
To: [BOC Info](#)
Cc: [Christian Boenisch](#); [Joe Schirle](#)
Subject: Public Comment Submission – Request for County Oversight (YCSO Case 25YC0956)
Date: Wednesday, January 7, 2026 4:53:00 PM
Attachments: [1-7-26 expanded summary.pdf](#)
[public comment commision.pdf](#)

CAUTION: External Sender. Use caution when opening attachments, clicking links, or responding.

This email sent 11/26/2025 is submitted as written public comment in advance of the upcoming Yamhill County Board of Commissioners meeting. I will also be addressing these matters during public comment in person.

Commissioners and County Counsel,

I am formally requesting county-level administrative review and oversight action regarding significant misconduct within the Yamhill County Sheriff's Office related to my motorcycle collision case (25YC0956) and the subsequent failure of YCSO to lawfully process my complaint.

Attached are the following documents already submitted to YCSO:

1. **YCSO Citizen Complaint Form** filed August 12, 2025
(no acknowledgment ever provided)
2. **Expanded Summary of Misconduct** describing statutory, administrative, and investigative violations
3. **Comprehensive Timeline** with citations to records, bodycam references, and CAD data
4. **Email correspondence** documenting YCSO's month-long failure to process my complaint and its later denial of records
5. **DMV Crash Report** containing demonstrably false statements and misrepresented evidence

My complaint involves multiple categories of serious misconduct:

- Negligent and incomplete investigation of a life-threatening collision
- Predetermined fault assignment before any investigation
- False statements and misrepresentation of my recorded statement
- Misapplication of ORS 192.345(40) to withhold bodycam footage
- Refusal to accept my supplemental statement in violation of ORS 192.318
- Potential violations of ORS 162.305 (tampering with public records)

- Possible retaliatory conduct after I filed my complaint
- Supervisory approval of a factually false report
- Failure to comply with ORS 181A.670 (complaint processing requirements)

I am requesting:

1. County-level review of YCSO's failure to process my citizen complaint
2. Independent evaluation of the falsified or inaccurate crash report
3. County Counsel's review of public-records violations and evidence suppression
4. Confirmation that my supplemental statement will be added to the official record
5. Direction to YCSO to release the bodycam footage referenced repeatedly in the police report

This matter concerns not only the mishandling of a serious injury crash but also systemic failures in transparency, public records compliance, and administrative integrity. I am asking for formal county action because all internal attempts to resolve this within YCSO have been ignored or obstructed.

Please confirm receipt of this complaint and advise on next steps in the county review process.

Sincerely,

Joseph L. Schirle IV
McMinnville, OR
503-437-2460
joeschirle4@gmail.com

I am requesting that this correspondence and the attached materials be entered into the official county record.

Thank you,

Joe Schirle
(503)437-2460
Joeschirle4@gmail.com

Expanded Summary of Misconduct Allegations

Superseding Submission

Yamhill County Sheriff's Office (YCSO)

Case **25YC0956**

Supersedes prior submission due to post-submission developments
Current as of January 2026

Introduction

I am submitting this **Updated and Superseding Expanded Summary of Misconduct Allegations** concerning the Yamhill County Sheriff's Office's handling of **YCSO Case 25YC0956**, arising from my **April 17, 2025 motorcycle-vehicle collision**.

Since my original submission to the Yamhill County Board of Commissioners, **additional material facts have occurred**, including supervisory admissions, formal refusals to correct known inaccuracies, continued obstruction of public records, escalation to prosecutorial and federal civil rights authorities, and the filing of a Public Records Advocate complaint. These developments necessitate this consolidated superseding submission to ensure the County has a **complete and current factual record**.

1. Negligent / Improper Investigation

(unchanged from prior submission)

[Section text remains exactly as previously submitted]

2. Misrepresentation / False Statements

(unchanged from prior submission)

[Section text remains exactly as previously submitted]

3. Pre-Determination of Fault / Bias

(unchanged from prior submission)

[Section text remains exactly as previously submitted]

4. Evidence Misuse and Poor Scene Handling

(unchanged from prior submission)

[Section text remains exactly as previously submitted]

5. Stonewalling and Obstruction After I Filed a Complaint

(unchanged from prior submission)

[Section text remains exactly as previously submitted]

6. Retaliatory Conduct / Pattern of Avoidance

(unchanged from prior submission)

[Section text remains exactly as previously submitted]

7. Prosecutorial & County-Level Institutional Reinforcement

(unchanged from prior submission)

[Section text remains exactly as previously submitted]

8. Supervisory Admissions Confirming Investigative Failures (September 15, 2025)

On **September 15, 2025**, following my direct escalation to Sheriff Elliott, I received a **recorded phone call from Undersheriff Bowdle**.

During this recorded conversation, Undersheriff Bowdle acknowledged:

- That the severity of my injuries **met the threshold for referral to the Oregon State Police Collision Reconstruction Unit**
- That referral to OSP is a recognized best practice in fatal or near-fatal crashes
- That impairment screening is commonly expected in serious-injury collisions, despite later attempts to characterize it as optional

These admissions **directly contradict** YCSO's investigative decisions, including:

- The failure to refer the case to OSP
- The absence of any field sobriety testing or DRE evaluation of the other driver
- The later written position taken by YCSO supervisors that the investigation was complete and proper

Undersheriff Bowdle also incorrectly stated that my supplemental statement **could not be added to the record**, despite ORS 192.318 guaranteeing that right.

This establishes supervisory awareness of investigative deviations and a conscious decision to maintain the existing report regardless.

9. Formal Supervisory Refusal to Correct Known Inaccuracies (September 16, 2025)

On **September 16, 2025**, Lt. Stackpole issued a formal written response refusing:

- Any correction or amendment to the crash report
- Any inclusion of my supplemental statement
- Any reconsideration of investigative conclusions

The letter failed to address:

- Physical evidence contradicting the report narrative
- Recorded misrepresentation of my statement
- Witness credibility deficiencies
- The acknowledged failure to refer the case to OSP
- The absence of impairment screening

This response constitutes **affirmative supervisory ratification** of an inaccurate and incomplete public record after misconduct had been formally raised.

10. Continued Public Records Obstruction and Evidence Withholding (September 2025 – January 2026)

Following my original submission, I filed additional public records requests (**RR25-426, RR25-801, RR25-802**) seeking body-worn camera footage, CAD logs, RMS/LEDS query records, and related materials referenced in the official report.

Despite these requests:

- Body-worn camera footage continues to be withheld
- ORS 192.345(40) has been repeatedly misapplied
- RMS/LEDS logs documenting access to my vehicle information have not been produced
- Responsibility has been deflected to YCOM without disclosure

These denials persisted **after explicit notice** that the records were required to correct inaccuracies under ORS 192.318.

The continued withholding of evidence after formal notice raises concerns of **intentional suppression**, not administrative delay.

11. Certified Supplemental Victim Statement Ignored (November 24, 2025)

On **November 24, 2025**, I submitted a formal **Supplemental Victim Statement**:

- Sent by certified mail (receipt confirmed)
- Sent electronically to YCSO
- Explicitly requesting inclusion in the official case record

As of **January 2026**, YCSO has provided:

- No acknowledgment
- No confirmation of inclusion
- No correction of the disputed report

Failure to attach or acknowledge a certified supplemental statement constitutes an ongoing violation of ORS 192.318.

12. District Attorney Escalation and Non-Action (November–December 2025)

On **November 26, 2025**, I formally requested District Attorney review of false statements, negligent investigation, suppression of evidence, and potential Brady/Giglio issues.

The District Attorney's response:

- Relied on the disputed YCSO report
- Did not address documented contradictions
- Did not initiate independent evidentiary review
- Provided no corrective action

No substantive follow-up has occurred since **December 18, 2025**, reinforcing reliance on an inaccurate record rather than oversight.

13. DOJ Civil Rights Complaint Acknowledged (November 25, 2025)

On **November 25, 2025**, I filed a complaint with the U.S. Department of Justice Civil Rights Division.

The DOJ acknowledged receipt and assigned **Record Number 677214**.

This filing was based on cumulative conduct including differential treatment, denial of statutory rights, and retaliatory obstruction following complaint activity.

14. Oregon Public Records Advocate Complaint (January 2, 2026)

On **January 2, 2026**, I filed a complaint with the Oregon Public Records Advocate regarding:

- Improper denials
- Misapplication of exemptions
- Failure to facilitate correction of records

As of **January 5, 2026**, the complaint remains unresolved.

Updated Conclusion

The post-submission developments documented above demonstrate that the misconduct originally alleged was **not isolated, inadvertent, or corrected when brought to supervisory attention**. Instead, the record now shows:

- Supervisory acknowledgment of investigative failures
- Formal refusal to correct known inaccuracies
- Continued suppression of evidence
- Retaliatory obstruction following complaints

- Prosecutorial and county-level reinforcement
- Escalation to state and federal oversight bodies

This establishes a pattern of institutional misconduct, not individual error, warranting independent external investigation, corrective action, and County-level oversight.

Good morning Commissioners, my name is Joseph Schirle.

You have received my misconduct summary, my formal complaints, and my supporting documentation. I am here today because what has happened to me—and what your Sheriff's Office has done since—needs to be stated clearly and publicly.

What happened to me was not just a crash.

What followed was a cover-up built on false statements, ignored evidence, and obstruction that extended up the chain of command—and it is still unresolved today.

1. The truth of the crash is simple

On April 17, 2025, I was riding my motorcycle home from work when I was hit head-on by a driver who crossed into my lane.

The photographs taken by the Yamhill County Sheriff's Office and the debris field prove it.

Deputy body-worn camera footage proves I was conscious and coherent.

Skid marks and tire tracks show exactly where the vehicles were positioned.

There is no ambiguity in the physical evidence.

But the Sheriff's Office did not follow the evidence.

Instead, they closed the case quickly, knowing that if the victim were unconscious or dead, no one could challenge their narrative.

I survived.

And that is why this is being challenged.

2. The official report is false — and they know it

Deputy-in-training Russell Vandewettering completed the investigation and filed the DMV crash report within 24 hours **without ever speaking to me**, the victim.

He relied on a witness who admitted he could not tell whether I was a motorcycle or a bicycle.

He relied on a second witness who was referred to him by the driver who hit me and who was interviewed by phone hours after leaving the scene.

For the next five days, my family and I repeatedly attempted to contact the Sheriff's Office about the investigation. Each time, we were told the deputy was on vacation and it would have to wait.

On April 23rd, Deputy-in-training Vandewettering finally called me at the hospital—not to ask what happened, but to tell me what he had decided happened.

When he finished giving his narrative, I told him, *"I didn't remember any of that happening,"* referring to his description.

He responded by telling me I was liable and "lucky" I wasn't being charged.

Immediately afterward, he twisted my words and entered into the official report that “*Joseph doesn’t remember the crash.*”

That is not a misunderstanding.

That is a false statement entered into an official report, and the recorded Yamhill County Sheriff’s Office phone call documents it.

3. The obstruction afterward was intentional

I attempted to correct the record.

The Sheriff’s Office refused to accept my supplemental statement unless I mailed it certified. I mailed it certified.

As of today, it still has not been acknowledged or attached.

I submitted multiple public records requests.

Body-worn camera footage referenced in the report was omitted.

I requested again.

It was omitted again.

I filed an official citizen complaint on August 12, 2025.

It received no acknowledgment.

After more than a month of silence, I emailed the Sheriff directly.

Days later, Undersheriff Bowdle called me and stated there was no issue releasing the body-camera footage and instructed me to file another records request.

I did.

That request was denied, citing exemptions that do not apply to a victim attempting to correct false information in an official record.

That is not incompetence.

That is deliberate avoidance.

4. Supervisors doubled down on false information

During a recorded call, the Undersheriff contradicted himself multiple times.

He admitted that fatal or near-fatal crashes typically warrant referral to the Oregon State Police crash reconstruction unit.

He admitted no impairment testing was performed on the other driver.

He then falsely claimed that he could not accept a supplemental statement—despite state law explicitly allowing it.

The following day, I received a letter from Lieutenant Stackpole stating that the report had been “reviewed in detail,” refusing any correction, and instructing that the deputy would not contact me again.

This was not one bad deputy.

This was a coordinated decision upheld at multiple supervisory levels.

5. Why I am here

I am here because the official record is still false.

I am here because evidence is still being withheld.

I am here because the internal complaint process within the Sheriff’s Office has proven to be a dead end.

And I am here because the only remaining path to accountability is public oversight.

You, the Commissioners, are the only civilian oversight authority this county has.

If you do not intervene, no one will.

6. What I am asking of this Board

I am asking for:

- Acknowledgment of my complaint and documentation
- A directive requiring YCSO to attach my supplemental statement to the official record
- An independent review of the investigation for falsification, negligence, and evidence suppression
- Accountability for supervisory personnel who upheld a false report instead of correcting it

I survived a crash that should have killed me.

What I did not expect was to survive that—and then have to fight my own Sheriff’s Office for a truthful public record.

I am not going away.

I am not backing down.

And I will not allow a false report to define me, my case, or the truth.

Thank you.

YAMHILL COUNTY BOARD OF COMMISSIONERS

A G E N D A

January 8, 2026 10:00 a.m. Formal Session Room 32, Courthouse
535 NE Fifth St.
<https://us06web.zoom.us/j/81867313185>
Webinar ID: 818 6731 3185

Welcome! Thank you for attending today's meeting. Public participation is encouraged. If you wish to address the Commissioners on any item not on the agenda, you may do so as part of the public comment period at the beginning of the meeting. If you desire to speak on any item, please raise your hand to be recognized after the Chair announces the agenda item. Please fill out a public comment card to indicate your intent to speak. For attendees that are attending the meeting via Zoom, the Chair will ask if any Zoom attendees wish to provide public comment in same manner as provided above. At that time, attendees will be asked to use the "raise hand" function in Zoom and staff will unmute the participant. Meetings will continue to be available for view via a live stream on the Commissioners' YouTube channel. Written public comments may be submitted via email at bocinfo@yamhillcounty.gov by 5:00p.m. Wednesday.

A. CALL TO ORDER

B. FLAG SALUTE

C. NEW BUSINESS

1. Elect Chair and Vice-Chair for 2026.
2. Discuss Areas of Liaison for 2026.

D. CALENDAR SESSION: This time is reserved for the review of the commissioner's joint schedule (if needed).

E. PUBLIC COMMENT: This time is reserved for public comment on any topic other than: 1) agenda items, 2) A quasi-judicial land use matter, or 3) a topic scheduled for public hearing. The Chair may limit the length of individual comments.

F. DEPARTMENT UPDATES: Clerk's Office – Keri Hinton

G. WORK SESSION: This time is reserved for topics of discussion scheduled for the Commissioners in advance.

1. None

H. CONSENT AGENDA:

Committees

1. Approval to appoint Alicia Lisle (non-bargaining Planning position) to the Employee Safety Advisory Committee to complete the remaining term vacated by Eileen Slater and extend to serve a two-year term to expire on March 18, 2028.
2. Approval to reappoint Dave Haugeberg and Bill Rosacker to the Parkway Committee each for a four-year term to expire on January 15, 2030.

Minutes

3. Approval of Formal Session minutes from December 18, 2025.

I. OLD BUSINESS: None.

J. OTHER BUSINESS (Add-ons and non-consent items):

1. Rescind Board Order 25-412, a Repeal of Board Order 25-378.
2. Rescind Board Order 25-379 – Approval of a Board Order and findings in the matter of approving on remand planning Docket No. PAZ-01-24/S-03-24, a Comprehensive Plan amendment and approval of a fourteen-lot subdivision for Tax Lot No. R4418 01000; Applicant: John Abrahms.
3. Consideration of approval of Intergovernmental Agreement (IGA) #15568 between Yamhill County and the Oregon Youth Authority for expunction of juvenile records in the total amount of \$57,705.84 retroactive to January 1, 2026, through December 31, 2027. Oracle #JV26007IGA.
4. Consideration of approval of a Memorandum of Agreement between Yamhill County Health and Human Services and Oregon Health and Science University (OHSU) for the Nutrition Oregon Campaign in the amount of \$28,954, retroactive to January 1, 2026, through December 31, 2026. Oracle #HHS25058GS.

K. PUBLIC HEARINGS:

1. To consider the LUBA remand (LUBA #2022-081) of the county's decision regarding Docket C-03-22, a conditional use request to operate a nine (9) guestroom Bed and Breakfast facility as a home occupation. Applicant: Grange Hill, LLC. Appellant: Friends of YC. The remand will be limited to accepting testimony, arguments, and evidence as to whether the subject dwelling, identified as Grange Hill Estate, 9580 NE Worden Hill Road, Dundee, is a dwelling within the meaning of ORS 215.448, and YCZO 1004.01(C), including whether the dwelling will be occupied by the farm operator.

2. Docket # P-10-25: An appeal of the Planning Director's approval of a request to partition an approximately 37-acre property into two (2) parcels of approximately 2.0 (Parcel #1) and 35-acres (Parcel #2). This partition application is possible due to a "Measure 49" Final Order and Home Site Authorization, E122333, approved by the Oregon Department of Land Conservation and Development. This request involves a transfer of the development rights granted by Measure 49 Final Order E122333 from Tax Lot 3210-02400 to the subject Lot, 2323-02000 to facilitate the clustering of Measure 49 dwellings.

THE RECORDS FOR PUBLIC HEARINGS CAN BE FOUND AT:

<https://www.yamhillcounty.gov/1190/Public-Hearing-Notices>

L. ANNOUNCEMENTS:

1. For information on county advisory committee vacancies, please refer to the county's website, <https://www.yamhillcounty.gov/765/Boards-and-Committees>, or call the Board of Commissioners' office at 503-434-7501 or 503-554-7801 (toll-free from Newberg).

2. For questions regarding accessibility or to request an accommodation contact the Board of Commissioners' office at (503)-434-7501 or (503)-554-7801 (toll-free from Newberg) or email at bocinfo@yamhillcounty.gov

3. Electronic versions of all meeting agendas and meeting information packets can be found at the county's website: <https://www.yamhillcounty.gov/AgendaCenter>

Agenda Item H1

From: [Megan Marasco](#)
To: [Bailey Barnhart](#); [Cale George](#)
Cc: [Carolina Rook](#); [Mikalie Moreno](#); [Alicia Lisle](#)
Subject: Safety Committee Roster Update
Date: Thursday, December 18, 2025 11:27:18 AM

Good morning,

The following change is being recommended to the Employee Safety Advisory Committee roster:

- Appoint Alicia Lisle (non-bargaining Planning position) to replace Eileen Slater and complete the term through 03/18/2026, then to serve a 2-year term to expire on 03/18/2028.

Please place this on the 1/8/26 agenda for Board consideration.

Thank you,

Megan Marasco

HR Generalist

Yamhill County Human Resources

400 NE Baker Street

McMinnville, OR 97128

marascom@yamhillcounty.gov

Ext. 6047

Ph: 503-474-4149

Fax: 503-434-7553

Work Schedule: Tue – Fri 7am-5:30pm

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Agenda Item H2

From: [Carolina Rook](#)
To: [Cale George](#); [Bailey Barnhart](#)
Cc: [Ken Huffer](#); [Kit Johnston](#)
Subject: FW: Parkway Committee appointments
Date: Tuesday, December 30, 2025 2:24:33 PM

Please add Dave's Parkway Committee requests to the 1/8/26 agenda.

Thank you,

Please note my email has changed from rookc@co.yamhill.or.us to rookc@yamhillcounty.gov

Carolina Rook
BOC Office Supervisor
Yamhill County Board of Commissioner's Office
434 NE Evans Street
McMinnville, OR 97128
rookc@yamhillcounty.gov
Ph: 503-434-7501
Fax: 503-434-7553

-----Original Message-----

From: Dave Haugeberg <dchaugeberg@gmail.com>
Sent: Tuesday, December 30, 2025 1:23 PM
To: Carolina Rook <rookc@yamhillcounty.gov>
Subject: Parkway Committee appointments

CAUTION: External Sender. Use caution when opening attachments, clicking links, or responding.

Carolina,

Please present the following to the Commissioners for their consideration:

Commissioners,

On behalf of the Parkway Committee, I propose as follows:

That the expiring term of past Newberg Mayor Andrews, 1-15-2026, not be renewed;

That Newberg Mayor Rosacker's term, currently set to expire on 1-15-2026 be extended for four years until 1-15-30 to coincide with his elected term of office.

That Dave Haugeberg's term of office as Chair, currently set to expire 1-15-2026 be extended to 1-15-2030.

Thank you for your consideration.

Respectfully submitted,

Dave Haugeberg, Chair.

Agenda Item J3



Yamhill County Department of Community Justice

615 E. Sixth Street, McMinnville, Oregon 97128 · Phone: 503-434-7513 · Fax: 503-472-5216

Date: 12/15/2025

To: Yamhill County Board of Commissioners

From: Jessica Beach, Yamhill County Department of Community Corrections, Director

Re: Intergovernmental Agreement (IGA) # 15568 between the Oregon Youth Authority (OYA) and Yamhill County for Expunction of Juvenile Records

In the 2021 legislative session, a new Juvenile Expunction law, SB 575, was passed that came into effect January of 2022. The new legislation also provides funding through the Oregon Youth Authority to provide compensation to county juvenile probation divisions for the costs associated with the expunction of juvenile records at a rate of \$223.80 for non-adjudicated expunctions, \$279.75 for misdemeanor expunction, and \$324.51 for felony expunctions. The Yamhill County Juvenile Probation Department invoices OYA quarterly per completion of expunction records. This IGA is retroactive to January 1, 2026, and terminates on December 31, 2027. The total amount allotted to Yamhill County for this workload during this time period is \$57,705.84 but the full allotment may not be used as reimbursement is provided per juvenile record expunction actually completed.

Please see attached 2026-27 OYA Expunction IGA #15568 for your consideration.

Please let me know if the Board has questions.

**INTERGOVERNMENTAL AGREEMENT
EXPUNCTION OF JUVENILE RECORDS**
Agreement No. 15568

This Agreement is between the State of Oregon acting by and through its **Oregon Youth Authority** ("Agency") and **Yamhill 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

4.2. Local Government's Authorized Representative is:

Jessica Beach, Yamhill County Juvenile Department
615 NE 6th Street, McMinnville, OR 97128
Phone: 503-474-4942
Email: beachj@yamhillcounty.gov

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 **\$57,705.84**. 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: _____ 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

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)	\$57,705.84
Total Not to Exceed Amount for this Agreement	\$57,705.84

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



Document Return Statement

December 12, 2025

Re: Agreement #15568 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

Please complete the below:

I _____, _____
(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 **Yamhill County** by email from the OYA Procurement Unit on the date listed above.

On _____, I signed the electronically transmitted Agreement without change.

Authorized Signature

Date

Agenda Item J4

From: [Lindsey Manfrin](#)
To: [Ken Huffer](#); [Mary Starrett](#)
Cc: [Layne Pendleton-Baker](#); [Brittany Zylstra-Stanhope](#); [Amanda Kreder](#); [Bill Michielsen](#); [Christian Boenisch](#); [Carolina Rook](#); [Bailey Barnhart](#)
Subject: Board Consideration: OHSU Nutrition Oregon Campaign; \$28,954
Date: Friday, December 19, 2025 1:19:54 PM
Attachments: [9318_YAMHILL COUNTY A1_SIGNED_2026.pdf](#)
[image001.png](#)

Hi Mary and Ken,

Attached is an agreement between Yamhill County Health and Human Services and Oregon Health and Science University (OHSU) for the Nutrition Oregon Campaign for \$28,954.00, retroactively effective January 1, 2026, through December 31, 2026. This amount is included in our Health and Human Services 2025-2026 Adopted Budget.

The campaign is an effort of the OHSU Moore Institute for Nutrition and Wellness. The vision of the campaign is to fully utilize the power of nutrition to end chronic disease in Oregon. Yamhill County Health and Human Services will continue to collaborate with the Moore Institute to build public interest and identify systems-change opportunities.

I recommend the Board approve this agreement as written. Please let me know if you have any questions.

BOC staff, please place this agreement on the next Board Agenda for approval. Suggested Board Agenda language:

“Approval of the agreement between Yamhill County Health and Human Services and Oregon Health and Science University (OHSU) for the Nutrition Oregon Campaign for \$28,954.00, retroactively from January 1, 2026, through December 31, 2026. Oracle #HHS25058GS.”

Thank you,

Lindsey Manfrin, DNP, RN

Health and Human Services Director

Public Health Administrator

Pronouns: she/her/hers

Yamhill County Health and Human Services | 638 NE Davis St McMinnville, OR 97128

Phone: 503-434-7525 | Cell: 971-237-2412 | Ext. 4719

Fax: [503-474-4907](tel:503-474-4907) | manfrinl@YamhillCounty.gov

Yamhill County Crisis Line (1-844-842-8200)



*****OREGON PUBLIC RECORD*****

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Memorandum of Agreement between Oregon Health & Science University and Yamhill County

The memorandum of agreement (MOA)

1. Participants

- a. Oregon Health & Science University is an Oregon Statutory Public Corporation, (hereinafter referred to as "OHSU")

and Yamhill County, a political subdivision of the State of Oregon ("County")
- b. All organizations are referred to as a "Participant"

2. Purpose

Rates of chronic disease among Oregonians, like the rest of the U.S., have been climbing steadily for the past 25 years. More than half of all Oregonians are now living with at least one chronic disease and Oregon Health Authority data predict that more than 1 million Oregonians will suffer from heart disease by 2030. The associated costs – economic and social - of this epidemic are unsustainable as human suffering continues to increase. The Nutrition Oregon Campaign (Campaign) calls on leaders and community members across the state to work collectively to stem the rising tide of chronic disease.

The vision of the Campaign is to fully utilize the power of nutrition to end chronic disease in Oregon. The Campaign uses the science of the developmental origins of health and disease - which points to the role of nutrition in establishing a trajectory of health throughout life and for future generations - as a framework for understanding and improving community health.

The Campaign is an effort of the OHSU Bob and Charlee Moore Institute for Nutrition & Wellness (Moore Institute). The Moore Institute is dedicated to reducing the prevalence of chronic diseases throughout life by promoting healthy, nutrient-rich diets based on wholesome foods during adolescence, before conception, during pregnancy and lactation, and in infancy and early childhood.

The Moore Institute and Yamhill County agree to collaborate on an education and outreach campaign grounded in the science of the Developmental Origins of Health and Disease (DOHaD). The campaign will engage community members and work with leaders in four specific sectors to garner their support for community-based projects to improve the food environment and address adverse social conditions.

3. Responsibilities of each participant:

OHSU Moore Institute will provide "backbone support" such as:

- a. Provide leadership team meeting support, including co-coordination and co-facilitation
- b. Provide DOHaD and Campaign related communications tools.
- c. Provide regular communication to the network of collaborators on research updates, discussions, learning opportunities, funding opportunities, and other needs and opportunities as they arise.
- d. Establish shared measurement practices and help coordinate data collection that reflects agreed upon shared measures.
- e. Educate local leadership team, and other groups as requested, on DOHaD science.

- f. Disseminate needed and relevant communication tools for leaders within the targeted groups to engage and educate on DOHaD and the Campaign.
- g. Collaborate with Yamhill County to cultivate interest, understanding and buy-in amongst identified community leaders and representatives of key sectors (health care providers, community health workers, pre-K-12 education, food and nutrition service and community, business and government leaders) during community visits.
- h. Work with the Hub community to identify one or more community-level projects and develop quality assessment measures.
- i. Assist in finding and applying for financial support for key initiatives at the local hub level.

Yamhill County will participate in the Campaign as a Hub, which includes the following collaborative functions:

- a. The local leadership team will interface with the Moore Institute on an ongoing basis to maintain a strong relationship and ensure progress.
- b. Ongoing development of projects to align with the hub goals and mission of the Campaign.
- c. Continue to work on collaborative relationships with leaders and representatives of the four key sectors.
- d. Work with the Moore Institute to identify at least one community-level project and develop evaluation measures.
- e. Participate in the shared learning network of communities across the state as resources become available.
- f. Assist in finding financial support for key initiatives at the local hub level.

4. Scope of collaboration and coordination

Yamhill County will collaborate as a designated Campaign Hub with the Moore Institute. Specific and unique roles are outlined above. Additionally, each party will collaborate to achieve the following:

- a. **Continue to identify systems-change opportunities:** look for systems level opportunities at local, state or national levels that support the changes we want to see.
- b. **Build public will:** build interest, commitment, and momentum around DOHaD across new partners and sectors.
- c. **Mobilize funding:** seek funding to support of achieving the Campaign's goals.

Each organization will be responsible for their own expenses except as designated in 5.a. The organizational contact people noted in section 9.a. will communicate no less than once per month.

5. Funding

- a. In 2026, the OHSU Moore Institute will provide support [see table summary] for the community liaison's effort, and meeting support or other Campaign expenses upon prior approval by the Moore. Note, carryforward of unexpended funds is **unallowed**.

- b. In addition, the Moore will provide project or key initiatives support. These funds are not replenished, and once expended the hub will assist in finding financial support at the local hub level. Carryforward is allowed annually until fully depleted while actively participating in the Campaign.

Support Type	Amount	Carryforward permitted
Liaison effort	\$10,000	Unallowed
Meeting	\$1,000	Unallowed
Project/carryforward	\$17,954	Allowed
TOTAL	\$28,954	

Quarterly invoices with itemized & payment receipts for expenses should be submitted referencing the purchase order (PO) number to Nicky Ulrich ulrichn@ohsu.edu, CC Mandy Burns, burnsma@ohsu.edu.
The PO will be provided after this document is signed and submitted at OHSU.

6. Staff Exchanges

- a. Each Participant will be responsible for its own personnel to carry out coordination of independently programmed activities under this MOA.
- b. Each Participant's own personnel will be expected to adhere to the standard regulations, policies, and procedures of the host institution in carrying out coordination of independently programmed activities under this MOA, including confidentiality, intellectual property, conditions of cooperation and decorum, conditions of security and safety, and all other terms under which personnel are authorized to participate at the host institution.
- c. Each Participant has sole responsibility for its own personnel in relation to this partnership to carry out coordination of independently programmed activities under this MOA at the host institution, including but not limited to the following: appropriate insurance, travel expenses, and suitable living accommodation and expenses.

7. Communication

- a. Internal Partners
- i. The Participants in this MOA agree to communicate on a schedule that is appropriate to sustain momentum and reach goals. At a minimum, this will be participation in a monthly advisory board meeting. In addition, Participants will work together to establish a plan for the hub to communicate with constituents and the public at large.
- b. External Stakeholders
- ii. All press releases, news articles, interviews, and marketing materials shall include the branding of all partners and be reviewed by all partners prior to publication.
- iii. All participants will be acknowledged as essential partners in all communications.

8. Terms

- a. This MOA shall be effective on January 1, 2026 through December 31, 2026.
- b. This MOA will be reviewed and renewed annually by mutual written consent. Either participant can terminate the agreement with 30 days' notice.

9. Contacts

- a. Each Participant will identify a central point of contact to coordinate activities under this pre-contractual MOA. The initial central point of contact for each Participant is identified below.

OHSU

Name	Nicky Ulrich
Title	Nutrition Oregon Campaign (NOC) Community Engagement Manager
Address	OHSU Moore Institute, 3030 S. Moody Ave., MDYMI, Portland, OR 97201
email	ulrichn@ohsu.edu
Phone	503-494-5829

Yamhill County

Name	Olivia Williams
Title	Community Prevention and Wellness Coordinator
Address	412 NE Ford Street, McMinnville, OR
email	williamso@yamhillcounty.gov
Phone	971-287-4802

Signatures

The Participants hereby confirm this MEMORANDUM OF AGREEMENT and acknowledge their understanding by the following signatures.

Oregon Health & Science University



Signature

Travis Gordon

Printed name

Senior Contracts Specialist

Title

12/11/2025

Date

Yamhill County

Signature

Printed name

Title

Date

Agenda Item K1 & K2

Public Hearing Docket C-03-22 / P-10-25

https://or-yamhillcounty.civicplus.com/DocumentCenter/View/18376/PAZ-01-24--S-03-24_BOC-mem-PDF