

1. Agenda

Documents:

[020526 AGENDA.PDF](#)

2. Packet (PDF)

Documents:

[020526_PACKET.PDF](#)

YAMHILL COUNTY BOARD OF COMMISSIONERS

AGENDA

February 5, 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. NEW – Public participation also includes the ability to attend Formal Session via Zoom. 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 also 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. CALENDAR SESSION: This time is reserved for the review of the commissioner's joint schedule (if needed).

D. PUBLIC COMMENT: This time period 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.

E. DEPARTMENT UPDATES: None.

F. WORK SESSION: This time is reserved for topics of discussion scheduled for the Commissioners in advance. If a work session is not needed, the balance of the meeting will begin at 10:00 a.m.

1. Work Session – None.

G. CONSENT AGENDA:

Committees:

1. Approval to reappoint Seamus McCarthy and Dr. Brandi Spence to the Board of Health Committee each for a four-year term to expire on February 1, 2030.

H. OLD BUSINESS:

1. Consideration of applicants request that the Board withdraw Ordinance 943 and the associated findings for purposes of reconsideration pursuant to ORS 197.830(13)(b). Additionally, direct County Counsel and Planning staff to file the required notice of withdrawal with LUBA consistent with OAR 661-010-0021.

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

1. Consideration of approval of a Contract Employment Agreement between Yamhill County and S. Tim Symons for Accreditation Administration and Background Investigation Services in the amount of \$45 per hour, not to exceed 20 hours per week, effective upon execution, through June 30, 2029, with automatic renewal unless sooner terminated. Oracle #SO26021GS.

2. Consideration of approval of Personal Services Contract between Yamhill County Health and Human Services and Language Line Services Inc. for language translating, interpreting, and testing services, in the not to exceed amount of \$250,000 retroactive to January 1, 2026 through December 31, 2031. Oracle #HHS25052GS.

3. Consideration of approval of Amendment #1 to Agreement #177708 between Yamhill County and the Oregon Health Authority (BO 22-302) extending the term to December 31, 2027. Oracle #HHS24060IGA.

4. Consideration of approval of a Board Order in the matter of petition for road vacation RV-1-2025 to vacate a portion of a dedicated but undeveloped public right-of-way near SW Sunnyside Lane and SW Brightridge Road, Sheridan, Oregon, and adoption of a Board Order approving the vacation without a public hearing pursuant to ORS 368.351.

5. Consideration of approval to submit a letter of support for the Yamhill Community Development Corporation/Community Home Builders.

6. Discussion of TSP Ordinance language.

7. Acknowledgement of Yamhill SWCD 2025 Weed Inspector Annual Report – No Action Required.

J. PUBLIC HEARINGS:

1. Consideration of a mass gathering permit application for the 2026 Memorial Weekend Boat Races event on May 23rd & 24th. Applicant Newberg Boat Club/Columbia Outboard Racing Association.

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. Applicant: Del Boca Vista, LLC/Appellant: Robert S. Jinings.

THE RECORDS FOR PUBLIC HEARINGS CAN BE FOUND AT:

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

K. 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 I1

CONTRACT EMPLOYEE AGREEMENT
Samuel Timothy “Tim” Symons
Accreditation Administration and Background Investigation Services

THIS AGREEMENT (“Agreement”) is between **YAMHILL COUNTY**, a political subdivision of the State of Oregon, acting by and through its Sheriff’s Office ("County"), and **SAMUEL TIMOTHY “TIM” SYMONS** [REDACTED], ("Contractor") to establish the duties of both parties for Contractor to provide accreditation administration and background investigation services according to the terms set forth below.

In consideration of the mutual promises hereinafter stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

A. CONTRACTOR AGREES:

1. FOR BACKGROUND INVESTIGATION SERVICES:

- a.** As directed by the designated County Sheriff’s Office personnel, to perform employment-related background investigation services on candidates under consideration for positions in Yamhill County Sheriff’s Office.
- b.** To provide a written report of the background investigation findings, in a format consistent with the needs of the Sheriff’s Office and in a timely manner.

2. FOR ACCREDITATION ADMINISTRATION SERVICES:

- a.** To provide technical support to County Sheriff’s Office staff for pending Accreditation on-site assessment, which is due at the end of July 2026. This support includes but is not limited to uploading “proof documentation” into electronic database portal used by assessors and conducting site assessments to ensure standards are being met.
- b.** Provide technical support to County Sheriff’s Office staff in ensuring policies are up-to-date and meeting Accreditation standards. This support includes but is not limited to attending training provided by electronic database portal providers (e.g., Lexipol, PowerDMS, etc.) to ensure the most up-to-date processes are being followed for the platforms.
- c.** After the current on-site assessment is completed, schedule and conduct quarterly site assessments of the evidence facility and function, quarterly assessments to ensure the required yearly documentation is completed, and quarterly assessments to ensure policies, procedures, and any pending documentation are up-to-date and meet Accreditation standards in anticipation of next Accreditation cycle due January 2029.
- d.** Communicate/coordinate with Northwest Accreditation Alliance (NWAA) as necessary.

- 3.** That all work product, including but not limited to any reports listed above, shall be exclusively owned by County and shall be considered works made for hire by Contractor for County. County shall exclusively own all United States and international copyrights and all other intellectual property rights in the Work Product created under this agreement.

4. To work no more than twenty (20) hours in any work week without the express written approval of the designated County Sheriff's Office personnel.
5. To submit a statement of services performed during the working period, on a form approved by County, to the Sheriff's Office by the 5th and 20th day of each month.
6. To submit a statement of pre-approved expenses incurred as a direct result of the investigative work, reasonably itemized, for reimbursement, to the Sheriff's Office by the 5th and 20th day of each month.
7. To provide County with adequate notice in any instance when Contractor will be completely unavailable, temporarily unavailable, or will need to change the usual services schedule.
8. Contractor shall, at Contractor's expense, maintain a driver's license valid in the state of Oregon and liability insurance minimums as outlined in ORS 806.070.

B. COUNTY AGREES:

1. To pay Contractor the sum of \$45.00 per hour for the work described in Section A as assigned by the Sheriff's Office. No minimum number of hours is guaranteed to Contractor by this Agreement. Compensation due to Contractor under this Agreement shall be paid on or about the 15th day of each month and the last working day of the month following receipt, review, and approval of the statement of services.
2. To provide appropriate background forms and secretarial support to perform the work described.
3. To provide access to electronic systems, access, and resources necessary to perform the work described.
4. To provide use of a County vehicle, if desired, for approved travel for the work described in Section A as assigned by the Sheriff's Office. Personal vehicle use for approved travel for work described in Section A shall be reimbursed at the current Expense Reimbursement Rate of the County.
5. To pay its proportionate share of Social Security Insurance and Medicare taxes for services performed under this Agreement and to withhold and pay to the Internal Revenue Service Contractor's proportionate share of Social Security and Medicare taxes due for services performed under this Agreement. For purposes of these taxes, Contractor shall be treated as an employee of County.
6. To withhold state and federal income taxes from the monthly payment owed Contractor and to pay the Internal Revenue Service and the Oregon Department of Revenue all such sums withheld on behalf of Contractor.
7. To provide, at County's expense, worker's compensation insurance for Contractor's performance of duties under this Agreement.

8. To provide, at County's expense, liability insurance coverage for claims connected to performance of Contractor's duties under this Agreement, subject to the provisions of the Oregon Tort Claims Act.

C. BOTH PARTIES AGREE:

1. That a contract employee/employer relationship is created by this Agreement. The only compensation due to the Contractor is specifically stated in this Agreement. Specifically, both parties agree that Contractor will not be entitled to any benefits typically granted to County employees, including but not limited to vacation, holiday, or sick leave, other leaves with pay, tenure, health and welfare coverage, life and disability insurance, overtime, retirement benefits, or to any other benefit not specifically referred to above, except as required by law.
2. Any expenses incurred by Contractor in the performance of the terms and conditions of this Agreement not specifically provided for in this Agreement shall be the sole and separate responsibility of Contractor.
3. This Agreement shall be for a term commencing on February 9, 2026, and expiring June 30, 2029. Thereafter, this Agreement shall automatically renew on a three-year cycle for succeeding fiscal years from July 1, 2029, until sooner terminated as provided in paragraph 4.
4. This Agreement may be terminated by either party at any time and for any reason. Whenever reasonable, the terminating party shall provide the other party with at least 15 days' written notice of the termination.
5. To be valid, any modification of this Agreement shall be in writing and signed by both parties.
6. That this Agreement does not prohibit County from entering into other agreements for the same or similar services.
7. This Agreement supersedes and replaces any prior employment agreement between the parties whether written or oral.
8. That Contractor may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) County or County client information, (ii) information provided by County and marked confidential, or (iii) information identified as confidential in a separate writing that becomes available to Contractor in the performance of this Agreement, shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of Contractor's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all

documents, papers, and other matter in Contractor's possession that embody Confidential Information.

9. County and Contractor agree to comply with the rules and regulations of County, applicable federal regulations, and all provisions of federal and state law relating to Contractor's performance of services under this Agreement. County and Contractor shall each comply fully with the public contracting provisions of ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 to the extent those provisions apply. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 and Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference. Without limiting the generality of the foregoing, Contractor agrees to provide services to County without regard for race, color, creed, religion, or national origin in compliance with Title IV, Civil Rights Act, 1954.
10. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may reasonably incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.
11. 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 County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.
12. This Agreement is the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.
13. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision. 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 conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

IN WITNESS WHEREOF the parties have executed this Agreement in McMinnville, Oregon on the date indicated by the Board Order stamp below.

*****SIGNATURES TO FOLLOW ON THE NEXT PAGE*****

CONTRACTOR

YAMHILL COUNTY, OREGON

SAMUEL TIMOTHY “TIM” SYMONS

Date: _____

SS#: ON FILE

KIT JOHNSTON, Chair,
Board of Commissioners

Date: _____

APPROVED AS TO CONTENT

SAMUEL ELLIOTT, Sheriff
Date: _____

APPROVED AS TO FORM

CHRISTIAN F. BOENISCH, County Counsel

Agenda Item I2

PERSONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department, hereinafter referred to as the “County”, and Language Line Services Inc., a Delaware corporation whose Federal Employer Identification No. is 77-0586710, hereinafter referred to as the “Contractor”.

RECITALS

WHEREAS, The County requires the services of a language interpreting services provider to provide Multilingual Proficiency Tests, business translation and editing services, and audio/video interpreting; and

WHEREAS, The County procured the services of the Contractor through an Intermediate Procurement pursuant to the relevant provisions of ORS 279B and YCC 3.20.047; and

WHEREAS, The Contractor was selected because they possess the particular training, abilities, knowledge, qualifications, and experience the County requires as set forth herein; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

AGREEMENT

1. TERM. This Contract shall become effective, and services required hereunder shall commence, on the date the Contract is executed by both parties, or on January 1, 2026, whichever is sooner, and shall terminate on December 31, 2031, unless otherwise terminated or extended as provided herein. Upon mutual agreement of the parties, the Contract term may be renewed and extended in accordance with Section 7.
2. CONSIDERATION. As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum not to exceed \$250,000. The County shall make payment upon receipt and acceptance of the services as invoiced by the Contractor. The County shall pay invoices within thirty (30) days after an invoice has been received and approved by the authorized a County representative.
 - a. The compensation provided herein shall be exclusive, and the County shall neither pay nor provide Contractor with any fringe benefits, including, but not limited to, retirement, health insurance, workers’ compensation insurance, unemployment insurance, or sick leave. No additional compensation or alternate form thereof shall be payable by the County to the Contractor for any purpose whatsoever unless otherwise agreed in writing. The Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes and any other taxes or assessments imposed by any governmental body incurred by reason of the County’s payment of compensation hereunder to Contractor.

3. SERVICES. The Contractor shall provide to the County services as specified in Exhibits A, B, and C, and D attached hereto and by reference incorporated herein.
4. WARRANTY OF SERVICES. The County has relied upon the professional ability, qualifications, and training of the Contractor as a material inducement to enter into this Contract. Accordingly, the Contractor represents and warrants that: (i) the Contractor shall perform all services set forth herein in a good and workmanlike manner, in conformance with the terms, conditions, and requirements of this Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) the Contractor warrants that each of the Contractor's employees assigned to perform services under this Contract has the proper skill, training, and background to be able to perform the services in a competent, timely, and professional manner and that all services shall be so performed; and (iii) the Contractor shall at all times maintain and keep current all professional licenses, certifications, and professional liability insurance required to perform the work set forth in this Contract.
5. BUSINESS ASSOCIATE AGREEMENT. In accordance with Exhibit D, the terms of this Contract create the relationship of "Covered Entity" and "Business Associate" between the County and the Contractor. HIPAA and the Privacy and Security Rule, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), require "Covered Entities" and "Business Associates" to enter into a Business Associate Agreement to protect certain health information. The Business Associate Agreement between the County (the Covered Entity) and the Contractor (the Business Associate) is set forth in the attached Exhibit D and is incorporated herein by this reference.
6. INDEPENDENT CONTRACTOR. This agreement is not a contract of employment. The County does not seek to hire Contractor as an employee(s) of the County nor does the Contractor desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. The Contractor shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, the County shall direct Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of the Contractor's services. The Contractor shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
7. AMENDMENT. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and local ordinances. No amendment shall bind either party unless in writing and signed by both parties.
8. COMPLIANCE WITH ORS 279B.220. For all services provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all

sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

9. **HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS.**

- a. Pursuant to ORS 279B.235(3), the Contractor shall pay the Contractor's employees who perform work under this Contract at least time and a half for all overtime in excess of 40 hours a week, and for work performed on any legal holiday as specified in ORS 279B.020, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- b. Pursuant to ORS 279B.235(1)(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
- c. Pursuant to ORS 279B.235(1)(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- d. Pursuant to ORS 279B.235(5)(b), the Contractor shall notify, in writing, any person employed by the Contractor under this Contract, either at the time of hire or before work begins on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.

10. **WORKERS' COMPENSATION.** If the Contractor is a subject employer for workers' compensation or unemployment insurance purposes, Contractor shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at the County's request. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide, workers' compensation benefits for the Contractor or the Contractor's employees.

11. **COMPLIANCE WITH LAWS.** The Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Any violation by Contractor of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and Contractor shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.

12. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the acts or omissions of the Contractor in connection with the performance of any services required hereunder. The Contractor shall be responsible for any damage to property, injury to persons, and any loss, expense, inconvenience, and/or delay that may be caused by, or result from, the carrying out of services under this Contract.
13. INSURANCE. The Contractor shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Contract:
 - a. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, covering all activities and operations of the Contractor;
 - b. Additional Insurance Requirements:
 - i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims-made basis. Any insurance policy authorized to be written on a claims-made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
 - ii. Insurance coverage shall apply on a primary and non-contributory basis.
 - iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.
14. TERMINATION.
 - a. County's Termination for Convenience. The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
 - b. County's Termination for Cause. The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing

of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:

- i. The Contractor breaches any of the provisions of this Contract;
 - ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
 - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited, or the County is prohibited from paying for such services from the planned funding source.
 - c. Contractor's Termination for Cause. The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.
15. **FORCE MAJEURE**. Neither the County nor the Contractor shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the Contractor. The Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The risk of loss or damage to the subject matter of this agreement shall be upon the Contractor until such time as the County has accepted the services required hereunder.
 16. **ASSIGNMENT; DELEGATION; SUCCESSOR**. The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
 17. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES**. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the 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. The Contractor hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
 18. **RECORDS**. The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall

maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

19. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: Health and Human Services
ATTN: Lindsey Manfrin
535 NE 5th Street
McMinnville, Oregon 97128
manfrinl@yamhillcounty.gov

Contractor: Language Line Services, Inc.
ATTN: Bonaventura Cavaliere
1 Lower Ragsdale Dr Bld 2
Monterey CA 93940
CFO@languageline.com

20. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
21. TAX CERTIFICATION. The Contractor hereby certifies that it is not in violation of any Oregon Tax Laws and that it shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, the Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
22. WAIVER. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
23. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the

specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

24. COUNTERPARTS. This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
25. SEVERABILITY. If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
26. SURVIVAL. All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.
27. PUBLICITY. County agrees that Contractor may use County's name and/or corporate logo on Contractor's website and marketing materials upon written approval of County. Upon Contractor's reasonable request, County will provide a testimonial regarding Contractor's Services for use in Contractor's marketing of its Services.
28. CONTRACTOR PERSONNEL. County understands and acknowledges that in providing the Services, Contractor's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are located within and outside of the United States (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to Contractor's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and Contractor is solely responsible for ensuring that that the terms and conditions of this Agreement are met by LanguageLine Personnel. County hereby consents to the use of all LanguageLine Personnel by Contractor.
29. USE OF SERVICES. County warrants that it will not (i) resell the Services to any third Parties; however, County may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. County and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. County shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
30. CONFIDENTIALITY. If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly

to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term “Confidential Information” includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, or health information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws and the General Data Protection Regulation (EU) 2016/679 (the “GDPR”), (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties relating to the Services

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Contract on the date indicated by their duly authorized officials.

LANGUAGE LINE SERVICES, INC.

YAMHILL COUNTY, OREGON

DocuSigned by:
Bonaventura Cavaliere
BDC191FC317A43C...
Signature

Signature

Bonaventura A. Cavaliere
Name (printed)

Kit Johnston
Name (printed)

CFO
Title

Chair, Board of Commissioners
Title

January 20, 2026
Date

Date

APPROVED AS TO FORM

By:
Kaleb Raever, Assistant County Counsel

EXHIBIT A - Statement of Work

LanguageLine® PhoneSM and InSight Video Interpreting®

Customer Name ("Customer"): **Yamhill County**Customer # (if applicable): **9342**

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine®"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and individuals with Limited English Proficient (LEP) by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID\$125.00
- (c) **MONTHLY MINIMUM** per CID\$50.00
- (d) **PLATFORM ACCESS FEE** per call\$0.25
- (e) **THIRD PARTY DIAL OUT FEE** per call.....\$5.00
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment\$200.00
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and LanguageLine® App^(SM) Audio Interpreting Based on Total Volume

Volume Tiers	Minutes Per Month	All Spoken Languages Per Minute Charge
1	0-1,000	\$1.75
2	1,001-3,000	\$1.60
3	3,001-6,000	\$1.45
4	6,001+	\$1.30

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
- 1Solution™ Analog Dual Handset Phone\$4.50
- 1Solution Dual Handset IP Phone\$12.50
- Panasonic® Cordless Phone with Dual Handsets.....\$10.50
- (c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30)

EXHIBIT A - Statement of Work

LanguageLine® PhoneSM and InSight Video Interpreting®

days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.

- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone	\$60.00
1Solution Dual Handset IP Phone	\$150.00
Cordless Phone with Dual Handsets	\$125.00
Panasonic Headset	\$25.00
Handsets	\$10.00
Handset Splitters (price per unit)	\$6.00
Wall Splitters (price per unit)	\$6.00

2. LANGUAGELINE® VIDEO INTERPRETINGSM

2.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for LanguageLine Video Interpreting to facilitate effective communication between Customer's service providers and individuals with Limited English Proficiency (LEP) by converting spoken or signed language statements between English and another language. Equipment purchases are optional.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

2.2. LANGUAGELINE VIDEO INTERPRETING FEES

- (a) **ACTIVATION.** Please check the appropriate box below to indicate your choice.
- ☐ Monthly Service Fee applied per Client Identification number ("CID") based on the total number of activated devices:
- | | |
|-----------------------------------|----------------|
| Up to 10 Activated Devices | \$30.00/month |
| Up to 100 Activated Devices | \$75.00/month |
| 101+ Activated Devices | \$200.00/month |

OR

- ☐ One-time Activation Fee applied per Customer for unlimited activated devices
 \$2,500.00/one-time fee

- (b) **PER MINUTE USAGE FEES** for LanguageLine Video Interpreting

Language Tiers	Languages	Per Minute Charge
1	Sign Language	\$2.95
2	Spanish	\$1.85
3	Other Spoken Languages	\$1.95

3.3. LANGUAGELINE VIDEO INTERPRETING EQUIPMENT

- (b) **OPTIONS AND DEFINITIONS.** Equipment purchase ("Customer-Owned") and lease ("LanguageLine-Owned") options are available for the equipment identified below for use with LanguageLine Video Services (collectively, the "Equipment"). All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- LanguageLine-Owned: Leased by the Customer from LanguageLine.

EXHIBIT A - Statement of Work

LanguageLine® PhoneSM and InSight Video Interpreting®

Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.

Customer-Owned: Purchased by the Customer from LanguageLine.

- (b) **LANGUAGELINE VIDEO EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine ("LanguageLine-Owned").
- iPad and LanguageLine Rolling Cart \$75.00/month
- iPad and Table Top Stand \$45.00/month
- (c) **LANGUAGELINE VIDEO EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement ("Customer-Owned"). Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased Equipment is covered by the following replacement warranties from the manufacturers: (i) iPads: 1-year; (ii) LanguageLine Rolling Cart: 3 years standard warranty, plus an additional 1 year on all mechanical items except wheels; and (iii) Table Top Stands: 1-year. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@language.com and Activations@language.com. Details will be available from your Account Executive.

128GB 11th Generation iPad (11-inch, Wi-Fi Only) with Screen Protector (iPad Model: MD3Y4LL/A)	\$475.00
256GB iPad Pro (13-inch, Wi-Fi Only) with Screen Protector (iPad Model: MVX33LL/A)	\$1,475.00
10.9-inch Screen Protector (Model: SP-AGF-APL-IDP10N-2)	\$15.00
13-inch Screen Protector (Model: DGIPDP13)	\$40.00
LanguageLine® Rolling Cart SM with 10.9-inch TrueSound SM (Model: 478-00297)	\$1,195.00
Table Top Stand with Enclosure (Model: 333W/13PAPX4W)	\$365.00
Table Top Stand with Enclosure (Model: 333W/478-00299)	\$345.00
Table Top Stand without Enclosure (Model: 333W)	\$215.00
LanguageLine TrueSound® Enclosure for 10.9/11-inch iPad (Model: 478-00299)	\$195.00
13-inch Non-TrueSound iPad Enclosure (Model: 13PAPX4W)	\$150.00

3. ADDITIONAL TERMS AND CONDITIONS FOR LANGUAGELINE VIDEO INTERPRETING

- (a) **TERMS REGARDING SOFTWARE APPLICATION.** The LanguageLine video interpretation Services (the "Services") are provided by LanguageLine through a proprietary desktop and/or tablet Application owned by LanguageLine (the "LanguageLine® AppSM"). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Subsection (g) below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Subsection (h) below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; (b) that it will only download the App onto any iPad, tablet, or other digital computer device that is (i) Customer-Owned, (ii) LanguageLine-Owned, or (iii) purchased by Customer from an authorized seller of such devices, excluding other language services providers. Further, Customer will not use any iPad, tablet, or other digital computer device on which the LanguageLine App is installed with any equipment provided by other language service providers; and (c) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.
- (b) **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the LanguageLine App, in the LanguageLine TrueSound, NotepadTM, and LanguageLine Rolling Cart trademarks (collectively, the "Trademarks"), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer's use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the "LanguageLine Properties"). Customer expressly agrees that it shall not assert any

EXHIBIT A - Statement of Work

LanguageLine® PhoneSM and InSight Video Interpreting®

rights in any of the LanguageLine Properties, or challenge LanguageLine's rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.

- (c) **ENCRYPTION.** Encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement ("BAA") with respect to the Services. LanguageLine does not record any phone or video calls and therefore has no record of the call content. With respect to the App's electronic Notepad™ function, written information relayed during the call is encrypted. As with the live video, no recording or storing is made of information written on the Notepad™ and therefore this information cannot be retrieved after the call's completion.
- (d) **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
- (e) **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.
- (f) **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.
- (g) **PURCHASED EQUIPMENT ADDITIONAL TERMS** (applies to the LanguageLine App with Customer-Owned Equipment option only): Customer agrees that (a) the TrueSound patented technology and related audio equipment will not be used with any non-LanguageLine equipment/devices, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and Apps). Returns are only accepted for unopened within 30 days and a 15% restocking fee applies.
- (h) **LEASED EQUIPMENT ADDITIONAL TERMS:** Under this option, LanguageLine will lease Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly fee. The Parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The Parties agree that the Equipment will be used for the sole and exclusive purpose of the Services and may not be configured, fixed and/or altered for any other purpose without express prior written consent from LanguageLine. Customer may not use any leased Equipment or the LanguageLine App with any equipment, app, software or language services provided (through purchase, lease or otherwise) by a language services provider other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine's MDM (Mobile Device Management) system. As a condition of the lease on LanguageLine-Owned Equipment, location services must be enabled "on" at all times, with "Always Allow Location Access" selected within the Hub application. Customer agrees that Equipment will be kept only at the Customer locations listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours' notice to Customer, LanguageLine, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder.
- (i) **LIMITED WARRANTIES FOR EQUIPMENT.** LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) the Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, or (ii) the Equipment has been used by a person or entity other than the Customer or other permitted users. LANGUAGELINE DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED AND EXPRESS WARRANTIES OF EVERY KIND AND NATURE. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair



EXHIBIT A - Statement of Work

LanguageLine® PhoneSM and InSight Video Interpreting®

or replacement of the Equipment. Customer waives any and all legal claims for damages in connection with the Equipment.

(j) **RECEIPT AND ASSEMBLY OF LANGUAGELINE-OWNED EQUIPMENT.** For the receipt and assembly of LanguageLine-owned equipment, LanguageLine requires suitable workspace, e.g. appropriate physical space per volume of equipment, proper ventilation, access to restroom facilities, wi-fi connectivity, and a safe, well-lit, climate-controlled space to assemble equipment.

4. OTHER FEES

- 4.1. **FINANCE FEE.** Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.
- 4.2. **OPTIONAL PAPER INVOICE.** Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer..... \$1.75
- 4.3. **OPTIONAL CUSTOMIZATIONS**
 - (a) Report configuration per hour \$250.00
 - (b) Report maintenance per month \$30.00
 - (c) Training assistance on site per day per training \$500.00
 - (d) Training materials development per hour \$179.00

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date: January 20, 2026
Signature:	Signature: DocuSigned by: Bonaventura Cavaliere BDC191FC317A43C...
Name: Kit Johnston	Name: Bonaventura A. Cavaliere
Title: Chair, Board of Commissioners	Title: CFO

Exhibit B - Statement of Work

LanguageLine® Testing & TrainingSM

Customer Name ("Customer"): **Yamhill County**Customer # (if applicable): **9342**

This Statement of Work ("SOW") is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine®"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. SCOPE OF WORK

1.1 DESCRIPTION OF SERVICES. Testing and training programs assess Customer's bilingual staff and interpreters' ability to provide quality, careful communication and proficiency in two languages, as well as competence in the requisite medical or other industry-specific vocabulary. Programs focus on the critical interpretation skills of accuracy, efficiency, and cultural competency. Tests and training courses are delivered remotely by assessors with a proven internal record of superior performance as an interpreter and typically hold advanced degrees in language related fields. The content and curricula have been developed in conjunction with leading academic experts and validated by psychometricians.

1.2 DELIVERABLES

- (a) Assessments and courses offered in 50+languages.
- (b) Test results delivered within 5 business days.
- (c) Training deliverables will be agreed-upon at the beginning of the project.

2. LANGUAGELINE TESTING AND TRAINING FEES

2.1. REFUNDS AND CANCELATIONS

- (a) Cancellation policy for live Language Skills and Interpreter Skills Tests:

Notice	Credit
At least three business days' notice	Credit in full.
Less than three business days' notice	Credit at 50% of fee.
One business day or less notice	No credit.

- (b) Delivery/refund policy for electronic Language Skills and Interpreter Skills Tests (eTests):

Notice	Credit
Within three months of registration	Test will be delivered to the original scheduler or candidate.
Within three to six months of registration	Test may be delivered to an alternate candidate, upon request.
After six months of registration	No credit.

- (c) Training courses can be rescheduled or canceled only by the person who submitted the original Training Registration Form.
- (d) Written cancellation of onsite training courses with at least 10 business days' notice prior to the course start date will be fully credited.
- (e) Written cancellation of web training courses with at least three business days' notice prior to the Learning Management System registration will be credited in full.
- (f) To reschedule or cancel, please e-mail LLA@LanguageLine.com.

2.2. PRICING TABLES. Prices are in U.S. dollars, per individual test or course, and are subject to change.

Exhibit B - Statement of Work

LanguageLine® Testing & TrainingSM

(a) Language Skills Test Fees

Language Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Language Proficiency Test (LPT)	\$165	\$155	\$145	\$135
Specialty LPT	\$200	\$200	\$200	\$200
eLanguage Proficiency Test (eLPT)	\$150	\$140	\$130	\$115
Specialty eLPT	\$185	\$185	\$185	\$185
Bilingual Fluency Assessment (BFA)	\$145	\$135	\$120	\$115
Specialty BFA	\$175	\$175	\$175	\$175
eBilingual Fluency Assessment (eBFA)	\$135	\$120	\$110	\$105
Specialty eBFA	\$155	\$155	\$155	\$155
Bilingual Fluency Assessment for	\$160	\$150	\$140	\$135
Specialty BFAC	\$190	\$190	\$190	\$190
eBilingual Fluency Assessment for	\$145	\$135	\$120	\$115
Specialty eBFAC	\$175	\$175	\$175	\$175

(b) Interpreter Skills Test Fees

Interpreter Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Interpreter Readiness Assessment (IRA)	\$155	\$145	\$135	\$125
eInterpreter Readiness Assessment	\$140	\$125	\$115	\$110
Interpreter Skills Test (IST)	\$200	\$185	\$165	\$150
Specialty IST	\$225	\$225	\$225	\$225
eInterpreter Skills Test (eIST)	\$185	\$165	\$150	\$135
Specialty eIST	\$200	\$200	\$200	\$200
Medical Certification Test (MCT)	\$220	\$210	\$195	\$185
Court Certification Test (CCT)	\$220	\$210	\$195	\$185

(c) Interpreter Training Course Fees

Course Title	Training Delivery	1-4* Courses	5-9* Courses	10* or More
Fundamentals of Interpreting	Web	\$445	\$400	\$285
Advanced Medical Training (AMT)	Web	\$575	\$520	\$500
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Phone or Onsite	**	\$390	\$290
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Web	\$230	\$230	\$175
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Phone or Onsite	**	\$520	\$400

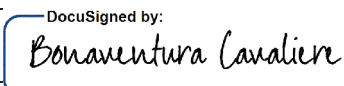
Exhibit B - Statement of Work

LanguageLine® Testing & TrainingSM

Module 2 – Medical Interpreting Training: Working in the Healthcare System	Web	\$290	\$290	\$230
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Phone or Onsite	**	\$520	\$400
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Web	\$290	\$290	\$230
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Phone or Onsite	**	\$805	\$635
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Web	\$460	\$460	\$345

- (d) eTests will be billed when the test link is delivered to the client.
- (e) *Group discounts for tests are applied once the minimum number of tests have been completed within the calendar year. Group training discounts are based on the actual number of participants.
- (f) **Delivered via phone or onsite, and requires a minimum of 10 participants to conduct the training.
- (g) A training manual may be purchased for \$69 with the advanced Medical Interpreter Training. A training manual with in-language glossary may be purchased for \$99 with the advanced Medical Interpreter Training.
- (h) Interpreter association members qualify for group discounts upon submission of a copy of their membership card to LLA@languageLine.com.
- (i) Group training discounts are based on the actual number of participants.

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	January 20, 2026
Signature:	DocuSigned by:  BDC191FC317A43C...
Name: Kit Johnston	Name: Bonaventura A. Cavaliere
Title: Chair, Board of Commissioners	Title: CFO

Customer Name ("Customer"):	Yamhill County	Customer # (if appl.):	9342
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This Statement of Work ("SOW") is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine®").

1. SCOPE OF WORK

- 1.1. **DESCRIPTION OF SERVICES.** ISO-certified workflows are used to convert Customer's written content between two or more languages with attention to accuracy, tone, style, and regional language and cultural sensitivities.
- 1.2. **DELIVERABLES** will be agreed upon at the beginning of project(s).

2. TERMS OF SERVICE

- 2.1. **PRICING.** Prices for the Services shall be as specified by LanguageLine to Customer either in Exhibit A to this SOW or in an Estimate (Quote) sent in response to each Customer request for a translation or localization project. Estimates are based upon (i) the actual wordcounts contained in the documents or files provided by Customer, (ii) specifications and information originally submitted by Customer, and (iii) the delivery requirements requested by Customer. Estimates that are not based on actual wordcounts at the time the Estimate is prepared, will be adjusted to reflect actual wordcounts upon completion of the project. Adjustments to the Estimate may be necessary if specifications are changed or added, or if work not covered in the original quotation is requested by Customer. Estimates are only valid for thirty days or as otherwise specified in writing.
- 2.2. **ORDERS.** Orders authorized by Customer may only be canceled by Customer if Customer pays for all of the work performed by LanguageLine, including all fees, costs and expenses incurred by LanguageLine in connection with the order prior to cancellation. If Customer changes the original text, alters specifications, or adds new specifications after Customer has authorized LanguageLine to begin work, the changes, alterations, or additions may result in additional charges and adjustments of deadlines.
- 2.3. **TERMINOLOGY.** Unless Customer provides terminological reference material like glossaries or terminology lists, LanguageLine will use its best judgment in the selection of terms pertinent to a given field. Customer will be charged for and will pay for all changes to such terms.
- 2.4. **APPEARANCE.** When the Services include formatting, typesetting, page layout, or artwork, LanguageLine will seek the closest match practicable between the appearance of the original and that of the finished product or will layout as Customer specifies. Unless the Estimate states otherwise, LanguageLine does not guarantee that the format, fonts, typefaces, point sizes, text density, artwork, colors, paper, and other elements of printed documents it chooses and those of the original will be identical. Translated documents are sometimes longer or shorter than the original, and technical or other considerations may result in elements of appearance different from the original.
- 2.5. **EDITING.** Any editing or alteration of the delivered product required by Customer in cases where the style or other matter had been left to the judgment of LanguageLine, including stylistic or preferential linguistic changes, may result in additional charges to Customer. Translation errors will be corrected at no extra charge.
- 2.6. **CHANGE ORDERS.** Change order requests from Customer will be analyzed by LanguageLine for cost and schedule impact. If, in LanguageLine's reasonable judgment, the requested changes can be implemented without requiring additional time or resources and without affecting LanguageLine's ability to maintain the project schedule, LanguageLine will implement the change at no additional cost to Customer. Otherwise, prior to proceeding with any changes, LanguageLine will provide Customer with a written change order quote for the additional work that includes (1) price change and (2) impact on schedule. Customer may, at its discretion,

accept or reject LanguageLine's change order proposal. Change orders shall be considered effective upon written approval. Each party shall use its best efforts to respond as expeditiously as possible to such change requests and change order proposals.

- 2.7. PAYMENT.** (a) Unless otherwise stated in an Estimate, invoices will be issued at the end of the month in which the project is delivered. (b) All errors, claims, or requests for adjustment must be presented within thirty (30) days after the date of delivery or such work will be deemed to have been accepted. (c) Charges due and unpaid thirty (30) days after invoice shall bear interest from the date payment is due at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum).
- 2.8. CUSTOMER PROPERTY.** At Customer's request, Customer property delivered to LanguageLine for use in the providing of the Services will be returned to Customer upon completion of the work by LanguageLine without any liability for loss or damage.
- 2.9. ADDITIONAL LIMITED WARRANTY.** In addition to the Limited Warranty in the Master Services Agreement between the parties, LanguageLine's sole obligation for Services is the re-performance, at no additional charge to Customer, of that portion of those Services that LanguageLine and Customer agree to be defective. Defects include translation errors, but do not include subjective elements of style. LanguageLine shall correct any agreed upon defect within thirty (30) days of notice from Customer.
- 2.10. NO RAW MACHINE TRANSLATION WARRANTIES.** There are no warranties of any kind for machine translation that has not been post-edited (i.e., "raw" machine translation).
- 2.11. WARRANTY OF OWNERSHIP.** Customer warrants that it owns or has the rights to have translated or localized all of the materials for which it requests our translation or localization services and will indemnify us against any third-party claims for infringement of materials provided to us by Customer.

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date: January 20, 2026
Signature:	Signature: DocuSigned by: Bonaventura Cavaliere BDC191FC317A43C...
Name: Kit Johnston	Name: Bonaventura A. Cavaliere
Title: Chair, Board of Commissioners	Title: CFO

Translation & Localization Exhibit A- Pricing

- 1. TRANSLATION WITH PROFESSIONAL LINGUIST POST EDITING.** Our business translation services are geared towards businesses who need a quality driven cost-efficient translation delivered by a carefully selected qualified translator with expertise on the subject matter, assisted by our technology platform to ensure quality and increase their efficiency with the use of AI assisted tools. LanguageLine process will adhere to ISO 18587.

TIERS	TARGET LANGUAGE (Translation from English)	Pricing (Per word)
Tier 1	Spanish (US/Latin America)	\$0.10/word
Tier 2	Arabic, Chinese (Simplified), Russian	\$0.11/word
Tier 3	Chinese (Traditional), French, Hindi, Italian, Portuguese (Brazil), Tagalog, Thai, Vietnamese	\$0.13/word
Tier 4	Czech, Farsi, German, Haitian Creole, Hungarian, Khmer, Korean, Polish, Romanian, Serbian, Slovak, Slovenian, Ukrainian	\$0.15/word
Tier 5	Armenian, Burmese, Hmong, Japanese, Nepali, Somali, Turkish	\$0.17/word
All other supported languages		Pricing available upon request

- 2. TRANSLATION AND EDITING.** Our Enterprise-Verified translation service adds an additional layer of quality assurance with a second language expert reviewing the work of our carefully selected qualified translator with expertise on the subject matter, prior to delivering to our clients. Both of our professional translators will be assisted by our technology platform to ensure quality and increase their efficiency with the use of AI assisted tools. LanguageLine process will adhere to ISO 17100.

TIERS	TARGET LANGUAGE (Translation from English US)	Pricing (Per word)
Tier 1	Spanish (US/Latin America)	\$0.14/word
Tier 2	Arabic, Chinese (Simplified), Chinese (Traditional), Russian	\$0.18/word
Tier 3	French, German, Italian, Portuguese (Brazil), Vietnamese	\$0.22/word
Tier 4	Armenian, Czech, Farsi, Haitian Creole, Hungarian, Polish, Romanian, Serbian, Slovak, Slovenian, Tagalog, Thai, Ukrainian	\$0.24/word
Tier 5	Burmese, Hindi, Hmong, Japanese, Khmer, Korean, Nepali, Somali, Turkish	\$0.26/word
All other (LanguageLine supports 240+ languages)		Pricing available upon request

3. **LANGUAGELINE® AI TRANSLATION APPSM – Corporate (PAYG):** Customer will have access to LanguageLine's proprietary Customer Portal and AI Translation App under a pay-as-you-go (PAYG) model. Please note content generated by the self-serve app is produced through AI and machine translation and is not reviewed or edited by human experts, unless additional services are requested. As such, the quality level is intended for basic comprehension only.

Service	Pricing
AI Text Translation up to 2000 characters per request	No charge
AI File Translation (all formats)	\$0.02 per word
AI Transcription	\$0.75 per minute
AI Transcription + Translation (Machine Translation)	\$1.00 per minute
AI Transcription + Subtitling	\$1.50 per minute
AI Transcription + Dubbing	\$2.75 per minute

Terms
Pay-per-use model (no monthly minimums).
Optional monthly billing summaries and usage reports available.
For critical content, customers are encouraged to add Human Escalation services to ensure accuracy and quality.

By using the LanguageLine AI Translation App, you acknowledge that LanguageLine makes no warranties of any kind for AI output or machine translation that has not been post-edited (i.e., "raw" machine translation). Any machine translation output generated herein may not be used if the accuracy of the translation is critical, and LanguageLine accepts no liability for any damages or losses resulting from the use of a translation in such a manner.

4. **ADDITIONAL PRICING COMPONENTS & NOTES.** All requests shall be subject to the additional pricing components and notes as outlined below.

COMPONENT	PRICING
Minimum charge per translation order	\$99.00 – Spanish (US/Latin America) \$125.00 – All other listed languages
Basic Layout/Formatting/Desktop Publishing	\$55.00/hour
Proofreading (third linguistic step when required)	\$65.00/hour
Localization Engineering	\$65.00/hour
UI, HTML, XML Engineering	Individual Quote
Transcription/Audio Recording	Individual Quote
Project Management	10% of the invoice value (0.5 hour minimum @\$55.00/hour)
No delivery charge for Fax, E-mail, or US Mail (additional charges apply for courier services)	
Unless indicated otherwise, a one-hour minimum will apply to all hourly services.	
All listed rates apply to translation from English into the specified target language. Translation into English is available at a 15% surcharge on the listed rates.	
A 20% premium applies to all per-word, hourly, and minimum charges when using US-based or domestic-exclusive resources.	
Translation charges will appear in a single, monthly invoice.	
All amounts are stated in U.S. Dollars (USD).	
There are no warranties of any kind for machine translation that has not been post-edited (i.e., "raw" machine translation).	



Exhibit C

LanguageLine® Translation & LocalizationSM

5. DELIVERY GUIDELINES. Because the exact English word count is not known until the source content has been translated, turnaround commitments are based on LanguageLine’s best estimate of the final English word count prior to project initiation. Additional services or less commonly requested languages may extend the overall project timeline.

ESTIMATED NUMBER OF ENGLISH WORDS	STANDARD DELIVERY
Less than 1,500 words	1 - 3 business days
1,501 to 4,000 words	4 - 6 business days
4,001 to 7,500 words	6 - 8 business days
7,501+ words	8 + business days
A 50% rush charge will apply when an expedited delivery date is requested.	
Business hours are Monday – Friday, 8 a.m. to 5 p.m. (Pacific Time)	
Requests received on weekends and holidays will be processed on the next business day.	
Holidays are New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.	

Exhibit D - Statement of Work

LanguageLine® OnsiteSM Interpreting

Customer Name ("Customer"): Yamhill County	Customer # (if applicable): 9342
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This Statement of Work ("SOW") is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine®"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. SCOPE OF WORK

1.1. DESCRIPTION OF SERVICES. LanguageLine will provide highly qualified interpreters in-person onsite at Customer's business locations or using Customer's online conferencing platform (virtual onsite) to perform consecutive interpreting between Customer's Service Providers and individuals with limited English proficiency, by converting spoken or signed language statements between English and another language.

1.2. SERVICE DELIVERY

- (a) Services are scheduled in advance, with language availability dependent upon local resources.
- (b) Maximum advance notice is preferred for both in-person onsite assignments and virtual onsite assignments. Recognizing advance notice is not always possible, short notice requests may also be accommodated.
 - For same day or next day requests, assignments must be scheduled via phone at 1-888-225-6056, option 1.
 - For advance notice requests, assignments may be scheduled via email to onsiterequests@languageLine.com or phone at 1-888-225-6056, option 1.
- (c) Business locations (city/state/region) where in-person onsite assignments will be requested:

City and State: **McMinnville, OR**

2. LANGUAGELINE® ONSITESM INTERPRETING FEES

2.1. MINIMUM ASSIGNMENT TIME is two (2) hours, with time beyond minimum assignment time billed in 15-minute increments.

2.2. MILEAGE/TRAVEL REIMBURSEMENT

- (a) Mileage will be charged at the prevailing IRS rate.
- (b) For one-way travel exceeding sixty (60) miles, travel time may be charged at the applicable hourly rate.
- (c) Parking and/or tolls will be charged, if applicable.

2.3. CANCELTION. Assignments canceled with less than one full business days' notice will be charged at the applicable hourly rate for the greater of time reserved or the minimum assignment time.

2.4. PRICING TABLE

Rate	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	\$70.00	\$100.00	\$80.00
Non-Standard Hourly Rate	\$187.50	\$225.00	\$187.50
Emergency/Holiday Hourly Rate	\$250.00	\$300.00	\$250.00

- (a) Standard Hourly Rate is applied for assignments between 8:00 a.m. and 5:00 p.m. local time Monday through Friday, with one full business days' notice or more.
- (b) Non-Standard Hourly Rate is applied for assignments before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, assignments on Saturday and/or Sunday or assignments with one hour's notice or more but less than one full business days' notice.
- (c) Emergency/Holiday Rate is applied for assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.

2.5. BILLING. Billing will be for the greater of time reserved or actual time, subject to the minimum assignment time.

- 2.6. **CONSECUTIVE MODE.** Spoken language interpreting pricing is for consecutive mode only.
- 2.7. **LANGUAGELINE® VIRTUAL ONSITESM INTERPRETING.** Rates, charges and terms apply to both in-person onsite assignments and virtual onsite assignments.
- 2.8. **LEGAL QUALIFIED/CERTIFIED INTERPRETING.** Add \$75.00 per hour to the rate table above.
- 2.9. **REMOTE CART SERVICES.** Remote Computer Assisted Real-Time Transcription (CART) services available (English only) at \$225.00 Standard Hourly Rate, \$337.50 Non-Standard or Emergency/Holiday Hourly Rate. One hour minimum applies.

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date	January 20, 2026
Signature:	Signature: DocuSigned by: Bonaventura Cavaliere BDC191FC317A43C...
Name: Kit Johnston	Name: Bonaventura A. Cavaliere
Title: Chair, Board of Commissioners	Title: CFO

EXHIBIT D
BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT

RECITALS

A. The CONTRACTOR may use and disclose Protected Health Information and Electronic Protected Health Information (“EPHI”) in the performance of its obligations under the Agreement; and

B. County operates a drug and alcohol treatment program subject to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”); if CONTRACTOR is a Qualified Service Organization (QSO) under Part 2 it also must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information with respect to the performance of its obligations under the Agreement; and

C. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, require that COUNTY, as a Covered Entity, obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”); CONTRACTOR is a Business Associate of COUNTY and desires to provide such assurances with respect to the performance of its obligations under the Agreement pursuant to this Business Associate/Qualified Service Organization Agreement (“BAA”); and

D. Both COUNTY and CONTRACTOR are committed to compliance with the standards set forth in Part 2, the Privacy Rule and Security Rule as amended by the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations under the Agreement.

NOW, THEREFORE, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

AGREEMENT. The parties agree that the following terms and conditions shall apply to the performance of their obligations under the Agreement, effective upon execution of this BAA. Capitalized terms used, but not otherwise defined in this BAA, shall have the same meaning as those terms in Part 2, the Privacy Rule and Security Rule.

1. SERVICES. Pursuant to the Agreement, CONTRACTOR provides certain services for or on behalf of COUNTY, as described in the Agreement, which may involve the use and disclosure of Protected Health Information and EPHI. CONTRACTOR may make use of Protected Health Information and EPHI to perform those services if authorized in the Agreement and not otherwise limited or prohibited by this BAA, Part 2, the Privacy Rule, the Security Rule and other applicable federal or state laws or regulations. All other uses of Protected Health Information and EPHI are prohibited.

2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

(a) CONTRACTOR agrees to not use or disclose Protected Health Information or EPHI other than as permitted or required by the Agreement (as amended by this BAA), and as permitted by Part 2, the Privacy Rule, the Security Rule or as required by Law. Notwithstanding any other language in this BAA, CONTRACTOR acknowledges and agrees that any patient information it receives from COUNTY that is protected by Part 2 regulations is subject to protections that prohibit CONTRACTOR from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(b) CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and EPHI other than as provided for by the Agreement as amended by this BAA, and if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

(c) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information or EPHI by CONTRACTOR in violation of the requirements of the Agreement, as amended by this BAA.

(d) CONTRACTOR agrees to report to COUNTY, as promptly as possible, any use or disclosure of the Protected Health Information or EPHI not provided for by the Agreement, as amended by this BAA, of which it becomes aware.

(e) CONTRACTOR agrees to ensure that any agent, including a contract hearing officer or other subcontractor, to whom it provides Protected Health Information or EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through the Agreement, as amended by this BAA, to CONTRACTOR with respect to such information.

(f) CONTRACTOR agrees to provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to Protected Health Information and EPHI in a Designated Record Set (the hearing file) if any, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) CONTRACTOR agrees to make any amendment(s) to Protected Health Information and EPHI in a Designated Record Set, if any, that the COUNTY directs or agrees to pursuant to 45 CFR 164.526 at the request of COUNTY or an Individual, and in the time and manner designated by COUNTY.

(h) CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and any Protected Health Information or EPHI, relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY or to the Secretary, within the time and in the manner designated by COUNTY or the Secretary, for purposes of the Secretary determining COUNTY's compliance with Part 2, the Privacy Rule or Security Rule.

(i) CONTRACTOR agrees to refer requests for disclosures of Protected Health Information and EPHI to the COUNTY for response, except for requests related to conducting the contested case hearing. To the extent CONTRACTOR discloses Protected Health Information or EPHI for purposes not related to conducting the contested case hearing, CONTRACTOR agrees to document such disclosures to the extent such documentation is required for COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(j) CONTRACTOR agrees to provide to COUNTY or an Individual, in time and manner to be designated by COUNTY, information collected in accordance with Section 2(i) of this BAA, to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information and EPHI in accordance with 45 CFR 164.528.

(k) CONTRACTOR agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the COUNTY.

(l) In the event of Discovery of a Breach of Unsecured Protected Health Information, CONTRACTOR shall:

(i) Notify the COUNTY of such Breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by the COUNTY necessary for the COUNTY to meet its notification obligations;

(ii) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed as a result of such Breach;

(iii) Where the Breach involves more than 500 individuals, confer with the COUNTY as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,

(iv) Confer with the COUNTY as to the preparation and issuance of an appropriate notice to the Secretary of DHHS of Unsecured Protected Health Information that has been acquired or disclosed in a Breach. CONTRACTOR understands that if the Breach was with respect to 500 or more individuals, such notice to the Secretary must be provided immediately, and therefore, time is of the essence in the obligation to confer with the COUNTY. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary annually documenting such Breaches occurring during the year involved.

(v) Except as set forth in (vi) below, notifications required by this section are required to be made without unreasonable delay and in no case later than 60 calendar days after the Discovery of a Breach. Therefore, the notification of a Breach to the COUNTY shall be made as soon as possible and CONTRACTOR shall confer with the COUNTY as soon as practicable thereafter, but in no event, shall notification to the COUNTY be later than 30 calendar days after the Discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by the COUNTY.

(vi) Any notification required by this section may be delayed by a law enforcement official in accordance with the HITECH Act, sec 13402(g), Public Law 111-5.

(vii) For purposes of this section, the terms "Unsecured Protected Health Information" and "Breach" shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as "Discovered" in accordance with the HITECH Act, sec 13402(c), Public Law 111-5, 45 CFR 164.404(a)(2).

(m) CONTRACTOR shall comply with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 and all requirements of the HITECH Act, Public Law 111-5, that relate to security and that are made applicable to Covered Entities, as if CONTRACTOR were a Covered Entity.

(n) CONTRACTOR shall be liable to the COUNTY, and shall indemnify the COUNTY for any and all direct costs incurred by the COUNTY, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of CONTRACTOR's Breach of Unsecured Protected Health Information.

3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

(a) General Use and Disclosure Provisions.

(1) Except as otherwise limited or prohibited by this BAA, CONTRACTOR may use or disclose Protected Health Information and EPHI to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement and this BAA, provided that such use or disclosure would not violate Part 2, the Privacy Rule or Security Rule if done by COUNTY or the minimum necessary policies and procedures of COUNTY.

(2) COUNTY has determined that disclosures to CONTRACTOR under the Agreement are necessary and appropriate for COUNTY's Treatment, Services, Payment and/or Health Care Operations under Part 2, the HIPAA Privacy Rule and Security Rule and Required By Law under Or Laws 1999, ch. 849 (HB 2525).

(3) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this BAA, except to the extent preempted by Part 2 or the HIPAA Privacy Rule and Security Rule.

(b) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this BAA, CONTRACTOR may use Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

(2) Except as otherwise limited in this BAA, CONTRACTOR may disclose Protected Health Information and EPHI for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) CONTRACTOR may use Protected Health Information and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(4) CONTRACTOR may not aggregate or compile COUNTY's Protected Health Information or EPHI with the Protected Health Information or EPHI of other Covered Entities unless the Agreement permits CONTRACTOR to perform Data Aggregation services. If the Agreement permits CONTRACTOR to provide Data Aggregation services, CONTRACTOR may use Protected Health Information and EPHI to provide the Data Aggregation services requested by COUNTY as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this BAA. If Data Aggregation services are requested by COUNTY, CONTRACTOR is authorized to aggregate COUNTY's Protected Health Information and EPHI with Protected Health Information or EPHI of other Covered Entities that the CONTRACTOR has in its possession through its capacity as a CONTRACTOR to such other Covered Entities provided that the purpose of such aggregation is to provide COUNTY with data analysis relating to the Health Care Operations of COUNTY. Under no circumstances may CONTRACTOR disclose Protected Health Information or EPHI of COUNTY to another Covered Entity absent the express authorization of COUNTY.

4. OBLIGATIONS OF COUNTY.

(a) COUNTY shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of COUNTY in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI. COUNTY may satisfy this obligation by providing CONTRACTOR with COUNTY's most current Notice of Privacy Practices.

(b) COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or EPHI, to the extent that such changes may affect CONTRACTOR's use or disclosure of Protected Health Information and EPHI.

(c) COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of Protected Health Information or EPHI that COUNTY has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR's use or disclosure of Protected Health Information or EPHI.

5. PERMISSIBLE REQUESTS BY COUNTY.

(a) COUNTY shall not request CONTRACTOR to use or disclose Protected Health Information or EPHI in any manner that would not be permissible under Part 2, the Privacy Rule or Security Rule if done by COUNTY, except as permitted by Section 3(b) above.

(b) COUNTY may conduct a survey of CONTRACTOR with respect to CONTRACTOR's compliance with the terms of this BAA and applicable law for the establishment of policies and procedures for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY. CONTRACTOR shall implement any recommendations of COUNTY resulting from such surveys as may be reasonably necessary to ensure compliance with the terms of this BAA and applicable law for the safeguarding of any Protected Health Information and EPHI provided to CONTRACTOR by COUNTY.

6. TERM AND TERMINATION.

(a) Effective Date; Term. This BAA shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This BAA shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the BAA is effective under Section 6(b).

(b) Termination for Cause. In addition to any other rights or remedies provided in this BAA, upon either the COUNTY's or CONTRACTOR's knowledge of a material breach by the other party of that party's obligations under this BAA, the party not in breach shall either:

(1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement and this BAA if the party in breach does not cure the breach of the terms of this BAA or end the violation within the time specified;

(2) Immediately terminate the Agreement and this BAA if the party in breach has breached a material term of this BAA and cure is not possible in the reasonable judgment of the party not in breach; or

(3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.

(4) The rights and remedies provided in this BAA are in addition to any rights and remedies provided in the Agreement.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6(c), upon termination of the Agreement and this BAA, for any reason, the party in breach shall, at the other party's option, return or destroy all Protected Health Information and EPHI received from the other party, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information and EPHI that is in the possession of CONTRACTOR or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information or EPHI.

(2) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information or EPHI is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon COUNTY's written acknowledgement that return or destruction of Protected Health Information or EPHI is infeasible, CONTRACTOR shall extend the protections of this BAA to such Protected Health Information and EPHI and limit further uses and disclosures of such Protected Health Information and EPHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information or EPHI. Notwithstanding the foregoing, the CONTRACTOR will be entitled to retain archival electronic copies of PHI made during the routine back up of its information technology systems, and copies of PHI to the extent required by law or its document retention policies, and for archival purposes to show compliance with the terms of this Agreement; provided that such retained copies will continue to be maintained on a secure and confidential basis in accordance with this Agreement.

7. MISCELLANEOUS.

(a) Regulatory References. A reference in this BAA to a section in Part 2, the Privacy Rule, or Security Rule, or the HITECH Act means the section in effect as of the effective date of this BAA or as the Rules may be subsequently amended from time to time.

(b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend the Agreement and this BAA from time to time as is necessary for COUNTY to comply with the requirements of Part 2, the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this BAA.

(c) Survival. The respective rights and obligations of CONTRACTOR under Section 6(c), this Section 7(c), and Section 7(e) of this BAA shall survive the termination of the Agreement and this BAA.

(d) Interpretation; Order of Precedence. Any ambiguity in this BAA or the Agreement shall be resolved to permit COUNTY to comply with Part 2, the Privacy Rule, Security Rule and the HITECH Act. The terms of this BAA amend and supplement the terms of the Agreement, and whenever possible, all terms and conditions in this BAA and the Agreement are to be harmonized. In the event of a conflict between the terms of this BAA and the terms of the Agreement, the terms of this BAA shall control; provided, however, that this BAA shall not supersede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement (as amended by this BAA) and Part 2, the Privacy Rule or the Security Rule, the more stringent rule shall apply.

(e) No Third-Party Beneficiaries. COUNTY and CONTRACTOR are the only parties to this BAA and are the only parties entitled to enforce its terms. Nothing in this BAA gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third

persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this BAA.

(f) Successors and Assigns. The provisions of this BAA and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(g) Except As Amended. Except as amended by this BAA, all terms and conditions of the Agreement shall remain in full force and effect.

8. SIGNATURES.

By signing this BAA, the parties certify that they have read and understood this BAA, that they agree to be bound by the terms of this BAA and the Agreement, as amended, and that they have the authority to sign this BAA.

CONTRACTOR:

DocuSigned by:
By: Bonaventura Canaliere
BDC191FC317A43C...

Title: CFO

Date: January 20, 2026

COUNTY:

By: _____

Title: Chair, Board of Commissioners

Date: _____

Agenda Item I3

Agreement Number 177708-1

**STATE OF OREGON
OREGON HEALTH AUTHORITY**

**BEHAVIORAL HEALTH DIVISION
BEHAVIORAL HEALTH INVESTMENTS
AMENDMENT TO STATE OF OREGON GRANT AGREEMENT**

This Amendment (this “**Amendment**”) is effective as of January ____ 2026 (the “**Effective Date**”) by and between the State of Oregon, acting by and through its Oregon Health Authority (“**OHA**”) and Yamhill County, an Oregon municipality (“**Grantee**”).

RECITALS

- A.** OHA and Grantee entered into that certain Amended and Restated Grant Agreement Number 177708 dated September 6, 2024 (the “**Grant Agreement**”).
- B.** The parties desire to amend the Grant Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms herein, the parties agree as follows:

- 1. Definitions.** Capitalized terms used herein without definition have the meaning ascribed to such term in the Grant Agreement unless the context clearly requires otherwise.
- 2. Effective Date and Duration.** The date “12/31/2025” set forth in Section 1 of the Grant Agreement is hereby deleted and replaced with the date “12/31/2027”.
- 3.** The parties hereby ratify and affirm the Grant Agreement as modified hereby.
- 4.** Except as expressly amended hereby, all other terms and conditions of the Grant Agreement remain in full force and effect.

(Signature Pages Follow)

Yamhill County
By:

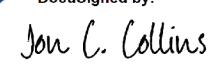
Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Health Authority
By:

DocuSigned by:

E36AB1717C8B41E...

Authorized Signature

Jon C. Collins

Printed Name

Deputy Director, Operations & Strategy

Title

1/23/2026

Date

Agenda Item I4

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON
FOR THE COUNTY OF YAMHILL
SITTING FOR THE TRANSACTION OF COUNTY BUSINESS

In the Matter of a Petition for vacation of a public	)	BOARD ORDER 26-_____
road at the request of applicant Jacob O. Jacot	)	
and co-petitioners Matthew Parlier, Rae Parlier	)	
Richard T. Forslund, Annie Forslund,	)	
Justin D. Horgan,	)	
Haley A. Horgan, Kathleen Gail Webster Ethen,	)	
and Craig Joseph Ethen	)	
Public Works Docket RV-1-2025	)	

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON (“the Board”) sat for the transaction of county business in formal session on February __, 2026. Commissioners Kit Johnson, Mary Starrett and David “Bubba” King being present.

IT APPEARING TO THE BOARD as follows:

A. The Yamhill County Road Vacation Code, YCC Chapter 7.25 (the “Road Vacation Code”) provides that the county will follow vacation procedures established in ORS Chapter 368, unless otherwise provided therein.

B. Under ORS 368.341(c), a county governing body may initiate proceedings to vacate property under ORS 368.326-368.366 if:

“(c) The owner of property abutting public property files with the county governing body a petition meeting the requirements of this section and requesting vacation of the public property that abuts the property owned by the person.”

C. Applicant James O. Jacot together with Co-Petitioners Matthew Parlier, Rae Parlier, Richard T. Forslund, Annie Forslund, Justin D. Horgan, Haley A. Horgan, Kathleen Gail Webster Ethen, Craig Joseph Ethen, and Victoria Lynn Jacot (collectively the “Applicants”) petitioned for the vacation of portion of a dedicated public road and easement connecting Sunnyridge Lane to Brightridge Road, approximately three-eighths (3/8) of a mile in total length and consisting of three interconnected segments. *See Exhibit A*, attached hereto and incorporated herein by this reference. The Applicants own 100% of the underlying fee title and 100% of the property abutting the portion of the road that is proposed to be vacated, and no other individuals hold a private interest in the property proposed to be vacated.

D. ORS 368.351 provides that where a petition is signed by the owners of 100% of the private property proposed to be vacated and 100% of the property abutting the public property proposed to be vacated, a county governing body may determine the vacation without a public hearing, so long as the county road official provides a written report finding that vacation is in the

public interest.

E. The Road Vacation Code provides that the county road official must further describe the ownership of the property and the current uses of the property proposed to be vacated.

G. The Road Vacation Code provides that the county road official may refer applications or petitions for the vacation of public property to the Yamhill County Surveyor.

H. Yamhill County Surveyor Darren Harr has prepared a written report, signed by the county road official, Yamhill County Public Works Director Mark Lago, and by Surveyor Harr that states this proposed vacation appears to be in the public interest. *See Exhibit B*, attached hereto and incorporated herein by this reference. The property currently appears to serve no other public function.

I. The Road Vacation Code provides that, upon receiving the report and the return of any referrals, the Board shall consider whether the initiation of vacation proceedings is “appropriate or in the best interest of the citizens of Yamhill County.”

J. The Board hereby accepts the findings in the written report that this vacation is in the public interest. NOW, THEREFORE,

IT IS HEREBY ORDERED BY THE BOARD AS FOLLOWS:

1. The county road official’s report reflects that the proposed vacation appears to be in the public interest, and all adjoining property owners of Tax Lots R5519-500, R5519-1000, R5519-600, R5519-900, and R5519-1700 have consented to the vacation. Accordingly, the portion of the dedicated easement described in Exhibit A is hereby vacated.

2. Title to the portion of the easement vacated by this Board Order shall vest in the underlying holders of fee title and their successors in interest.

3. No costs are imposed on the Applicants due to this vacation. It is the responsibility of the Applicants to record this vacation Order in the Deed and Mortgage records of Yamhill County, and to pay any recording fees.

DONE at McMinnville, Oregon on February ___, 2026.

ATTEST

YAMHILL COUNTY BOARD OF COMMISSIONERS

KERI HINTON

County Clerk

Chair

KIT JOHNSTON

By: _____

Deputy Carolina Rook

Commissioner

MARTY STARRETT

FORM APPROVED BY:

Kaleb Raever
Assistant County Counsel

Commissioner

DAVID “BUBBA” KING

Agenda Item I5



BOARD OF COUNTY COMMISSIONERS

KIT JOHNSTON • MARY STARRETT • DAVID “BUBBA” KING

535 NE Fifth Street • McMinnville, OR 97128-4523

(503) 434-7501 • Fax (503) 434-7553

TTY (800) 735-2900 • www.yamhillcounty.gov

January 27, 2026

United States Department of Agriculture
Rural Development - Oregon
Attn: Drew Davis, Single Family Housing Program Director
1220 SW 3rd Avenue, Suite 1801
Portland, OR 97204

Re: Yamhill Community Development Corporation

Dear Mr. Davis,

We would like to express our support for the mission and goals of Yamhill Community Development Corporation/Community Home Builders. As civic leaders who share similar goals, we appreciate the assistance that Yamhill CDC provides to many families living in adverse conditions as they seek to improve their quality of life. The work of Yamhill CDC is evident in the well-being of children, the strengthening of families, and the building of a healthy and robust community.

Yamhill CDC was established in 1990 and has assisted over 290 individuals and families through the Mutual Self-Help Housing Program. This program is designed to support low and very low-income people seeking homeownership. Approved applicants join a group of 8–12 families to build a rural neighborhood together. Participants receive USDA mortgages with reduced payments, technical assistance, and construction training. Once all homes in the current program are built, the new homeowners begin taking steps toward financial security. Program participation is based on several criteria. All applications are reviewed on a case-by-case basis.

To sustain this program, Yamhill CDC must secure the 523 Grant, which funds office operations essential for managing homeowner billing and maintaining the program. Additionally, all 502 Grant funding for homeowners must be processed through Yamhill CDC’s office.

The subdivision that Yamhill CDC is preparing to build in Amity, Oregon, will prove to be a boon to Yamhill County and to those families seeking housing in the immediate vicinity. Yamhill CDC provides an affordable alternative to many families during a rapidly changing and difficult housing market. We appreciate their efforts in supporting those who choose to live in the communities of Yamhill County.

Sincerely,

Kit Johnston
Chair

Mary Starrett
Vice-Chair

David “Bubba” King
Commissioner

Agenda Item I7



YAMHILL SOIL & WATER
CONSERVATION DISTRICT

January 14, 2025

Yamhill County Board of Commissioners

535 NE 5th Street

McMinnville, OR 97128

Re: 2025 Yamhill SWCD Weed Inspector Annual Report

As per Board order 89-773, Yamhill SWCD was designated as weed inspector for the Yamhill County Weed Control District and shall provide an annual report to the Board of Commissioners detailing its activities as weed inspector.

In 2025 Yamhill SWCD managed two Oregon Department of Agriculture (ODA) noxious weed control grants, targeting priority Early Detection Rapid Response (EDRR) species for control. The first grant, titled “Yamhill Priority Weed Control 2025”, is a county specific project focused on survey, treatment, and outreach for isolated EDRR populations of mouse-ear hawkweed (State Class "A") and three State Class "B" weeds: garlic mustard, knotweeds, and Italian thistle. Populations of mouse-ear hawkweed and garlic mustard are largely relegated to known areas, enabling containment and/or eradication. Knotweed and Italian thistle populations are not extremely widespread in Yamhill County, though they are beyond a containment phase. Management of these two species is focused on managing priority vectors for the species, namely roadsides and essential salmon habitat designated stream-sides. The total project area encompasses over 1,300 acres of surveys and over 100 gross acres of treatment in Yamhill County. In 2025, one new Class “A” weed species was reported and identified in Yamhill County, oblong spurge. Additional survey and treatment for this new species will be included in future funding requests from ODA. This collaborative

project started in 2018 and involves diverse partners, including Yamhill County Public Works, Greater Yamhill Watershed Council (GYWC), City of McMinnville, Willamette ESD, and over 200 landowners.

The second grant is a collaboration across Marion, Polk, and Yamhill counties focused on survey, treatment, and outreach for EDRR aquatic invasive plant species garden yellow loosestrife and yellow floating heart (State Class "A"). This project is part of a larger effort spearheaded by Willamette Riverkeeper to survey the known occurrences of these two species along the Willamette River, from Eugene to Wilsonville. Surveys for the Yamhill portion of the project are done by canoe and jetboat along the Willamette River, spanning ~30 miles from Keizer Rapids Park in Salem to Rogers Landing in Newberg, totaling over 1,000 survey acres and ~50 gross acres of treatment. Partners include Willamette Riverkeeper, ODA, Oregon Parks and Recreation, Marion SWCD, Polk SWCD, and GYWC. All observations of noxious weeds are documented using ESRI ArcGIS technology and stored in our GIS database.

Other activities in 2025 included holding an Annual Noxious Weed Advisory Group Meeting at Miller Woods on October 30, which was open to the public, where we presented our Invasive Weed Program and made updates to the [County Weed List](#). Notable additions to the top priority section of the County Weed List were oblong spurge and tree-of-heaven, a species that is not thought to be widely distributed in Yamhill County but does pose a significant threat to fruit crops, specifically grapes, as it is the preferred host for the spotted lanternfly, another invasive pest that saw a first report in the Willamette Valley in 2025. Lastly we are a member of the [Mid-Willamette Cooperative Weed Management Area](#), which exists to connect and educate land managers, increase awareness in the public, and support collaborative weed management efforts.

If you have any questions or require any additional information, please contact our office at 503-472-6403 or email us at Info@yamhillswcd.org.

Barbara Boyer

Barbara Boyer, Board Chair

Yamhill Soil and Water Conservation District

Agenda Item J1

January 12, 2026

Yamhill County Board of Commissioners
Yamhill County Courthouse
535 E 5th Street
McMinnville, Oregon 97128-4523

**RE: 2026 NEWBERG BOAT CLUB / COLUMBIA OUTBOARD RACING
ASSOCIATION**

MEMORIAL WEEKEND BOAT RACES

Dear Commissioners:

The Newberg Boat Club and the Columbia Outboard Racing Association are excited and proud to announce sponsorship of the "78th" Memorial Weekend Boat Races. The two-day event will be sanctioned and insured through the American Power Boat Association and will be held on May 23 & 24, 2026, on the Willamette River at Rogers Landing in Newberg, Oregon. We are requesting permission from the Yamhill County Board of Commissioners to honor our request to sponsor this event.

*We also ask if we can be put on an early scheduled Board Meeting in Feb or March to enable us to first get your approval before we continue with the National Associations paperwork which is due a minimum of 45 days in advance of the event.

Listed below are items in need of your approval:

1. We request exclusive use of Rogers Landing Park and Boat Launch beginning at 5:00 p.m. on Friday, May 22, until 11:59 p.m. on Sunday, May 24.
2. We request the Mass Gathering Park Fee be waived, for this event in recognition of the past 78 plus years the Newberg Boat Club has dedicated their time and service to the upkeep of the park and boat launch.

3. We request permission to have access to Roger Landing on May 16 & 17, the weekend prior to the event, for our pre-race park cleanup work party.
4. We request permission for the boat club members and race participants to have access to Rogers Landing Park on Thursday, May 21 to begin moving in equipment and Friday, May 22 for set-up purposes and on Monday, May 25 for tear down and clean-up purpose
5. We request permission for boat club members and race participants to have overnight camping privileges on Thursday May 21, for set up and security, and to relieve traffic conditions for participants traveling from WA and CA. Also, overnight privileges on Friday, May 22 and the event days of Saturday, May 23, and Sunday, May 24, 2025.
6. We request permission to construct a temporary safety fence between fencing at the east end of the parking lot, along the river bank, to the west end of the parking lot in open areas where the park fencing does not exist. This request is to enable us to comply with safety standards required by our insurance carrier.
7. We request authorization to deny access to outside concessions and solicitors at the race site.

These requests are in need of your written permission and are required to be in our possession at both events.

Thank you for your time and consideration.

It is our privilege and hope that you, our commissioners, and all of Yamhill County, will join us in celebrating this great accomplishment, our "78th Memorial Weekend Boat Races." Denise Johnson is the Secretary of Columbia Outboard Racing Association and will be taking over the responsibility of all of the permitting. Laureen Thorsen is stepping down as the Permitting Chair.

Sincerely,

Denise Johnson

NEWBERG BOAT CLUB / COLUMBIA OUTBOARD RACING ASSOCIATION

Denise Johnson
Co-Race Chairman
PH: 503-975-1323
2545 W 10th Street

Washougal, WA 98671
Email: cora.raceboats@gmail.com

Yamhill County, Oregon

Application for Outdoor Mass Gathering Permit (Ord. 580)

Board of Commissioners, Yamhill County Courthouse, 535 E. 5th Street McMinnville, OR
97128 Tel: 503-434-7501 • Fax: 503-434-7553

Docket _____
Date _____
Rec'd By _____
Receipt# _____
Fee\$ _____

APPLICANT			LEGAL OWNER (IF DIFFERENT)		
Newberg Boat Club / Columbia Outboard Racing Association					
Last Name	First	MI	Last Name	First	MI
2545 W 10th Street					
Mailing Address (Street or PO Box)			Mailing Address (Street or PO Box)		
Washougal, WA 98671					
City	State	Zip	City	State	Zip
503-975-1323 - Denise Johnson					
Telephone			Telephone		
If the applicant is not the legal owner, state applicant's interest in property: To conduct the Annual Memorial Weekend Boat Races					
PROPERTY INFORMATION					
Tax Lot(s) _____			Zone _____		
Address of property Rogers Landing Boat Ramp and Park, Newberg, Oregon					

(Fill out application form completely. Attach additional pages if necessary.)

Type of Event: Competition Powerboat Races Persons expected to attend per event: 90 Participants and Spectators
Date or dates (5 max.): May 23 and 24, 2026

Present use of the property: Boat Ramp and Public Park

Please list the type of buildings that are currently on the property (i.e. residence (type), pole building, agricultural barn or other outbuildings, etc.):

Permanent Public Restrooms

Is there a septic system on the property? Yes ☐ No ☒

How will water be provided for event? Well ☐ City ☒ Other ☐

How is the property accessed? River Street in Newberg

Proposed plan for offstreet parking (attach diagram if appropriate). Proposed plan for traffic control for egress and ingress and parking control (attach additional sheets if necessary):

Participants will park in the parking lot, while spectators will park at the south end of River Street at the entrance to the park.

Application for Outdoor Mass Gathering Permit
Page 2 of 2

Proposed fire control: Co2 and Dry Chemical Proposed medical standby: TVF & R
Proposed restroom facilities, including number: 1 Permanet and 6 temporary Porta-Potties
Proposed crowd control or security: 4 ft high Construction Fencing and Specified Club members

THE APPLICANT MUST SUBMIT:

1. Completed application form, signed by the applicant and property owner (if different). The property owner's signature must be notarized.
2. Site plan drawn to approximate scale showing property lines, location and size of all existing buildings, existing and proposed access roads, and location and size of any proposed temporary structures, including restroom facilities, for use in the Event.
3. Filing fee (make check payable to Yamhill County).

NOTE: Fees are not transferrable or refundable.

I hereby declare under penalties of false swearing (ORS 162.075 and 162.085) that the above information is true and correct to the best of my knowledge. I understand that issuance of a permit based on this application will not excuse me from complying with other effective ordinances and laws, including those regulating the use of the land and buildings.

I understand that Oregon law and county ordinances require the Board to refer the application to the county sheriff, county health officer, fire chief and state or local road authorities for their recommended permit conditions. I understand that the Board can impose reasonable conditions in its Order granting the Outdoor Mass Gathering Permit.

I hereby grant permission for and consent to Yamhill County, its officers, agents, and employees coming upon the above-described property to gather information and inspect the property whenever it is reasonably necessary for the purpose of processing this application.

Denise Johnson Denise Johnson
Applicant's printed name and signature

Property owner's printed name and signature (if different from applicant)

State of _____)
County of _____) ss

Subscribed and sworn to before me on this _____ day of _____ 19__ by

(applicant) and _____ (property owner, if different from applicant).

Notary Public for Oregon
My Commission expires _____



Oregon State Marine Board
PO Box 14145
435 Commercial St NE, #400
Salem OR 97309-5065
(503) 487-4941

Date Received: _____

Marine Event Permit Application

IMPORTANT:

- *Application for a permit to hold a marine event, regatta, or parade. This permit must be filed and completed at least 30 days to an event (ORS 830.375).*

Instructions

Marine Event Permits are used to inform boaters there are organized boating water events of limited duration conducted according to a prearranged schedule. The term Marine Event includes Regattas, Boat Races, Marine Parades, Tournaments or Exhibitions. This permit applies to waters of this state outside of the US Coast Guard jurisdiction. US Coast Guard permits all marine events on Federally Navigable Water including all tidally influenced waters in Oregon. Contact US Coast Guard – Marine Event Sector at (503) 240-9319 for more information.

Step 1: Complete the following elements of the application

Section (1) – (19): the statement of purpose that includes:

- Names of the entities who will be responsible for the event.
- The name, location, and description of the event.
- A scale drawing or detailed map of the event.

Section (20): Endorsers.

- County Sheriff or enforcement agency signature and date.
- Land managing agency signature and date.
- Additional endorsements if necessary.

Step 2: Submit the completed and signed application

- Please allow 30 days for this application to be processed by the Marine Board.
- Some events are subject to public comment and/or consultation of other Jurisdictional agencies.
- Once approved, you will receive a permit approval letter.
- It is the responsibility of the applicant to ensure that the permit has been approved. The original application will be returned to the applicant when the permit is authorized. This permit must be available for inspection on the event date(s) indicated.

Send completed applications to:

Randy Sigman, Waterways Coordinator
randy.sigman@boat.oregon.gov
Oregon State Marine Board
PO Box 14145
Salem, OR 97301



Oregon State Marine Board
PO Box 14145
435 Commercial St NE, #400
Salem OR 97309-5065 (503)
487-4941

Date Received: _____

Marine Event Permit Application

IMPORTANT:

- Application for a permit to hold a marine event, regatta, or parade. This permit must be filed and completed at least 30 days to an event (ORS 830.375).

1. Name of event: Memorial Weekend Boat Races		2. Waterway: Willamette River
3. Applicant name: Newberg Boat Club/Columbia Outboard Racing		4. County: Yamhill
5. Agency (if applicable):		
6. Event website: newbergboatclub.com		
7. Address: O Box 212, Newberg, OR 97132		
8. Date(s) of event: 5/23 - 5/24, 2026	9. Start time: 10:00 am	10. End time: 6:30 pm
11. Description of event: (Note: Attach a section of a chart or map with boundaries) An assortment of outboard hydroplane and runabout racing craft will compete for points on an approx 3/4 mile oval course to be run between the old St Paul bridge and the north end of Ash Island on the Willamette River in Newberg OR.		
12. Number of participating boats: 80 to 90	13. Size of participating boats: 10 ft to 18 ft	
14. Number and description of boats provided for safety and conduct of the event: 2 Rescue boats, 2 USCG/Auxillary boats, 1 sheriffs boat plus tow boats and 2 turn judge boats.		
15. Estimated number of spectator boats: 0		
16. Event organizer: Don Schmidt - NBC Denise Johnson - CORA - Permits		
17. Event organizer cell phone number: 503-476-6435 Denise - 503-975-1323		
18. Location of Chair during the event: Hot Pits or Officials Barge		
19. The undersigned has full authority as spokesman for the sponsor: Denise Johnson		Date: 1/12/26

20. ENDORSERS: Please attach any conditions for issuance to a separate page.

FIRST ENDORSEMENT: County Sheriff or enforcement agency

Signature:	Agency:	Date:

SECOND ENDORSEMENT: Land managing agency (Federal, state, and local)

Signature:	Agency:	Date:

ADDITIONAL ENDORSEMENT: Complete if more agencies are involved

Signature:	Agency:	Date:

(OAR 250-010-0095 (2))

Thirteenth Coast Guard District

State Request for U.S. Coast Guard/Auxiliary Assistance

Form

State: Oregon Agency Name: Newberg Boat Club / CORA

Waterway & Location: Willamette River, Rogers Landing in Newberg Oregon

Contact Name: Denise Johnson Phone: 503-975-1323

Contact E-mail: cora.raceboats@gmail.com

Single Event

Event Name: Memorial Weekend Boat Races

Event Date(s)/Time(s): May 23 & 24, 2026

Mission (check all that apply): ☐ Distressed Boater Patrol ☒ Safety Zone Patrol

☐ Other: _____

Requested Resources: Boats: 2 Personal Water Craft: _____ (PWCs cannot operate solo)

☐ Other: _____

Participating State/Local Resources: Sheriff's Boat and Newberg Boat Club

Seasonal Request

☐ See attached list. (Include all information in the block immediately above for each seasonal event listed)

City/County/State Agency Representative Signature

Date

State Boating Law Administrator (BLA) Signature

Date

Printed BLA Name: _____