

1. Final Agenda

Documents:

[020526 AGENDA.PDF](#)

2. Updated Packet

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' You Tube 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 repeal of Ordinance 943, a Comprehensive Plan amendment, Zoning Map amendment, and subdivision approval for Tax Lot R4418 01000 (Planning Docket No. PAZ-01-24/S-03-24), and adoption of Ordinance 944 for purposes of withdrawal and reconsideration pursuant to ORS 197.830(13)(b).

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

1. Consideration of adoption of an ordinance repealing and replacing Yamhill County Code Chapter 5.05 relating to Ambulance Service Areas and Emergency Medical Services, codifying the updated Ambulance Service Area Code, and setting an effective date.

2. 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.

3. 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.

4. 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.

5. 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.

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

7. Discussion of TSP Ordinance language.

8. 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 H1

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 Repealing Ordinance 943,
a Comprehensive Plan Amendment, Zoning
Map Amendment, and Subdivision Approval
for Tax Lot R4418 01000, Planning Docket
No. PAZ-01-24/S-03-24, and Declaring an
Emergency

ORDINANCE 944

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON (the Board) sat for the transaction of county business on February 5, 2026, Commissioners Kit Johnston, Mary Starrett, and David “Bubba” King being present.

IT APPEARING TO THE BOARD as follows:

WHEREAS, on December 18, 2025, the Board adopted Ordinance 943, approving a Comprehensive Plan amendment, a Zoning Map amendment, and a subdivision application for Tax Lot R4418 01000, Planning Docket No. PAZ-01-24/S-03-24. That decision was appealed to the Land Use Board of Appeals.

WHEREAS, thereafter, at the request of the applicant, the Board is requested to withdraw its decision to adopt Ordinance 943 for purposes of reconsideration pursuant to ORS 197.830(13)(b)

WHEREAS subsequent action by the Board requires repeal of Ordinance 943;

THE BOARD ORDAINS AS FOLLOWS:

Section 1. Ordinance 943 is hereby repealed in its entirety.

Section 2. This Ordinance being necessary for the health, safety, and welfare of the citizens of Yamhill County, and an emergency having been declared to exist, is effective immediately.

DATED this _____ day of February 2026, at McMinnville, Oregon.

ATTEST

YAMHILL COUNTY BOARD OF COMMISSIONERS

KERI HINTON
County Clerk

Chair KIT JOHNSTON

By:_____
Deputy CAROLINA ROOK

Commissioner MARY STARRETT

FORM APPROVED BY:

KALEB RAEVER
Assistant Yamhill County Counsel

Commissioner DAVID "BUBBA" KING

Agenda Item I1

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 Repealing and Replacing
Ordinance No. 723, as Amended, and
Adopting a Codified Yamhill County
Ambulance Service Code; Setting the
Effective Date

ORDINANCE 945

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON (the Board) sat for the transaction of county business on February 5, 2026, Commissioners Kit Johnston, Mary Starrett, and David “Bubba” King being present.

THE BOARD ADOPTS THE FOLLOWING FINDINGS:

WHEREAS, ORS 682.062 (1) provides that each county shall develop a plan for the county or two or more contiguous counties may develop a plan relating to the need for and coordination of ambulance services and establish one or more ambulance service areas consistent with the plan for the efficient and effective provision of ambulance services.

WHEREAS, On March 6, 2003, the Board adopted Ordinance 723, the Yamhill County Ambulance Service Ordinance (“ASO”), requiring the establishment of an Ambulance Service Area Advisory Committee (“the ASA Committee”) to develop an Ambulance Service Area Plan

WHEREAS, on December 21, 2024, the Board adopted Ordinance 751, which amended Ordinance 723 and which adopted the official Yamhill County Ambulance Service Area Plan, now codified in the Yamhill County Code under Title 5, YCC 5.05, “Yamhill County Ambulance Service Code” (“ASA Code”).

WHEREAS, in accordance with ORS 682 and OAR 333-260-0000 through 333-2600070, in December of 2023 Yamhill County submitted its proposed amended Yamhill County Ambulance Service Area Plan to the Oregon Health Authority (“OHA”) for review and approval and, following revisions and modifications as requested by OHA, submitted its most recent amended Yamhill County Ambulance Service Area Plan to OHA on August 22, 2025.

WHEREAS, on September 15, 2025, Yamhill County received written approval from OHA of its amended Ambulance Service Area Plan.

WHEREAS, on October 5, 2025, the ASA Committee recommended approval of the amended Ambulance Service Area Plan and amendment of the ASA Code to the Board; and now, therefore

THE BOARD ORDAINS AS FOLLOWS:

Section 1. Repeal and Replacement of the ASA Code. The Ambulance Service Area Code, codified as Yamhill County Code Chapter 5.05 under Ordinance 723, is hereby repealed and replaced in its entirety, and the revised and codified Ambulance Service Area Code attached hereto as Exhibit A is adopted and shall be codified as Yamhill County Code Chapter 5.05.

Section 2. Regulation of Ambulance Service. Upon its own motion or upon a recommendation of the Ambulance Service Area Committee established under the ASA Code, the Board may adopt ordinances, resolutions or orders regulating emergency ambulance service or further implementing or amending this ordinance or the ASA Code. Such regulations shall not conflict with applicable state or federal law or administrative rules or regulations promulgated pursuant thereto.

Section 3. Initial Responder. Nothing in the ASA Plan or ASA Code prohibits a 9-1-1 agency, responsible for the dispatching of emergency services, from dispatching an initial responder to the scene of a medical emergency in addition to dispatching an emergency ambulance service provider.

Section 4. Severability. Invalidity of any section or part of a section of this ordinance or the ASA Code shall not affect the validity of the remaining sections or parts of sections thereto.

Section 6. Effective Date. The first reading of this ordinance occurred on _____, 2026; the second reading on _____, 2026. The effective date of this ordinance shall be _____, 202__.

DATED this _____ day of February, 2026 at McMinnville, Oregon.

YAMHILL COUNTY BOARD OF COMMISSIONERS

ATTEST

AYE NAY

KERI HINTON

Chair KIT JOHNSTON

County Clerk

By: _____
Deputy CAROLINA ROOK

Commissioner MARY STARRETT

FORM APPROVED BY:

KALEB RAEVER
Yamhill Assistant County Counsel

Commissioner DAVID "BUBBA" KING

Exhibit A

(see attached)

YAMHILL COUNTY CODE

TITLE 5: HEALTH AND SAFETY

Chapter 5.05: Yamhill County Ambulance Service Code

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LEGISLATIVE HISTORY

EXHIBIT A- Yamhill County Ambulance Service Area Boundary Map

EXHIBIT B- EMS Volume Location by Incident Map; 2021

EXHIBIT C- EMS Volume Heat Map; 2021

EXHIBIT D- EMS Volume Distribution Graph

EXHIBIT E- Yamhill County Response Time Zones Map

EXHIBIT F- EMS Response Time Standards Chart

EXHIBIT G- Yamhill County Incorporated Cities Map

EXHIBIT H- Yamhill County Fire District Map

EXHIBIT I- Yamhill County Fire Station & Fire Stations with EMS Assets Map

EXHIBIT J- Recommended Minimum EMS Ambulance Unit Staffing by ASA (2020 Data) to Meet 90% Response Time Standard Table

5.05.01 Title.

- a) Title. This Ordinance shall be known as the Yamhill County Ambulance Service Ordinance and may be so cited and pled.

[ADOPTED VIA ORDINANCE NO. 945 eff XX/XX/XX]

5.05.02 Authority

- a) This Chapter is adopted pursuant to ORS 682.031, ORS 682.036, and ORS 682.062, and is implemented in accordance with OAR 333-260-0020 through 333-260-0060. These statutes and administrative rules require each county to develop, adopt, and maintain an Ambulance Service Area (ASA) Plan, to establish one or more ambulance service areas for the efficient and effective provision of ambulance services, and to regulate and coordinate ambulance operations within the County subject to approval by the Oregon Health Authority.

5.05.03 Policy and Purpose; Adoption of Plan

- a) Policy and Purpose. The Yamhill County Board of Commissioners finds:
 - (i.) That ORS 682.031 requires Yamhill County to develop and adopt a plan for the county, or jointly with one or more contiguous counties, relating to the need for and coordination of ambulance services, and to establish one or more Ambulance Service Areas (ASAs) consistent with that plan to ensure the efficient and effective provision of emergency medical services and ambulance transportation within the County.
 - (ii.) That this Chapter, together with the Yamhill County Ambulance Service Area Plan (ASA Plan), constitutes the comprehensive plan for ambulance and emergency medical services within Yamhill County. The ASA Plan establishes the County's Ambulance Service Areas (ASAs), defines the standards and procedures for the selection and regulation of ASA Providers, and formalizes the structure and responsibilities of the Ambulance Service Area Advisory Committee to ensure efficient, effective, and coordinated delivery of emergency medical services throughout the County.
 - (iii.) That state law, specifically ORS 682.031 and OAR 333-260-0020, requires Yamhill County to develop and adopt an Ambulance Service Area Plan that coordinates ambulance services within the County while recognizing the authority of incorporated cities and rural fire

protection districts to operate and regulate emergency medical services within their respective jurisdictions, subject to the County's ASA Plan.

- (iv.) That the provision of coordinated, efficient, and effective ambulance services under the Yamhill County ASA Plan shall be accomplished primarily through intergovernmental cooperation and system coordination. Yamhill County shall promote voluntary compliance with the ASA Plan and may employ enforcement actions or other remedies only when cooperative measures are insufficient to ensure compliance or protect the public interest.

- b) Adoption of ASA Plan. The Yamhill County Ambulance Service Area Plan, attached and incorporated as Exhibit "A", is hereby adopted as the official ambulance service area plan for Yamhill County. The Plan shall be forwarded to the Oregon Department of Human Services, Health Division, for approval. Future amendments to the Plan may be made by Board Order with notice to the Oregon Department of Human Services, Health Division.

5.05.04 Overview of County (Demographic and Geographic Description)

- a) County Background. Yamhill County is one of 36 counties in the State of Oregon. Yamhill County's name derives from the Yamhelas Indians, members of the Native American Kalapuya Tribe. It is located in the Willamette Valley and is part of the Portland, Oregon, Metropolitan Statistical Area (MSA).
- b) History. The Yamhill District (later becoming county) was established in 1843, five years before the Oregon Territory was created. It originally spread over 12,000 square miles, which were eventually partitioned into twelve present counties. Today, Yamhill County consists of 718 square miles. The County seat of government is located in McMinnville.
- c) Geography. The county is composed of a total area of 718 square miles, of which 716 square miles is land with the remaining 2.5 square miles being water. It is the fifth-smallest county in Oregon by area. The tallest mountain in the county is Trask Mountain in the northwest corner of the county. The transportation network for Yamhill County is dominated by a road system of northeast-to-southwest and north-to-south paved highways that are part of the state highway transportation system. Local travel is by secondary and county roads that are significantly influenced by drainage patterns of rivers and mountains in the county.
- d) Adjacent Counties. Adjacent counties include Washington County (north), Clackamas County (east), Marion County (southeast), Polk County (south), and Tillamook (west).
- e) Demographics. Historical population data for Yamhill County is as follows: Census year 1860 population 3,245 with no percent change; 1870 population 5,012 with a 54.5 percent change; 1880 population 7,945 with a 58.5 percent change; 1890 population 10,692 with a 34.6 percent change; 1900 population 13,420 with a 25.5 percent change; 1910 population 18,285 with a 36.3 percent change; 1920 population 20,529 with a 2.3 percent change; 1930 population 22,036 with a 7.3 percent change; 1940 population 26,336 with a 19.5 percent change; 1950 population 33,484 with a 27.1 percent change; 1960 population 32,478 with a -3.0 percent change; 1970 population 40,213 with a 23.8 percent change; 1980 population 55,332 with a 37.6 percent change; 1990 population 65,551 with an 18.5 percent change; 2000 population 84,992 with a 29.7 percent change; 2010 population 99,193 with a 16.7 percent change; 2020 population 107,722 with an 8.6 percent change; and 2021 estimated population 108,239 with less than one percent change.
- f) Economy. Yamhill County ranks seventh out of Oregon's thirty-six counties in annual market value of its agricultural production. This agricultural production includes wheat, barley, horticulture, and dairy farming, with 13,201 acres in 1997 planted in orchards. One-third of the county is covered with commercial timber, and the economic mainstay of the western part of the county is logging and timber products. Yamhill County is a significant focus of Oregon's wine industry, having the largest area of any Oregon county planted in vineyards. Six of the state's American Viticultural Areas are

wholly or partly in the county: Chehalem Mountains AVA, Dundee Hills AVA, Eola-Amity Hills AVA, McMinnville AVA, Ribbon Ridge AVA, and Yamhill-Carlton District AVA. Over 80 wineries and 200 vineyards represent the largest concentration of wine growers and producers in any county in the state.

- g) Education. Yamhill County Institutions of Higher Education (IHEs) include Linfield University, George Fox University, the Chemeketa Community College Yamhill Valley Campus, and the Portland Community College Newberg Center.

5.05.05 Definitions. The words and phrases in this Ordinance shall have the meaning provided in ORS Chapter 682 and OAR Chapter 333, Divisions 250, 255, 260, and 265, unless specifically defined herein to have a different meaning. Other specific definitions for words and phrases in this Ordinance include:

- a) **"9-1-1"** means a universal telephone number used to request emergency medical assistance.
- b) **"Administrative Rules"** means the rules relating to emergency medical services adopted by the Oregon Health Authority.
- c) **"Administrator"** means the Health and Human Services Director for Yamhill County Health and Human Services department or their designee.
- d) **"Advanced Life Support (ALS)"** means out of hospital emergency care which encompasses procedures, treatments, and techniques within the Advanced EMT (AEMT), EMT Intermediate (EMT-I), Paramedic, or Registered Nurse scope of practice and are authorized by the EMS Supervising Physician. The maximum functions that may be assigned to an AEMT, EMT-I and Paramedic are listed in OAR 847-035-0030.
- e) **"Advanced Life Support (ALS) Ambulance"** means an ambulance that meets all County and State requirements of an ALS capable EMS unit defined above. "Ambulance" means any privately or publicly owned motor vehicle, aircraft, or watercraft that is regularly provided or offered to be provided for the emergency transportation of persons who are ill or injured or who have disabilities (ORS 682.025(1)).
- f) **"Ambulance Service"** means any individual, partnership, corporation, association, governmental agency or other entity that holds a Division-issued ambulance service license to provide emergency and non-emergency care and transportation to sick, injured or disabled persons. Ambulance Services do not include specialty transport teams, ambulances owned or operated under the control of United States government, vehicles operated solely on facility grounds, transportation of clients from outside of the county to a health care facility within the county, or ambulance or vehicles which are passing through without destination in the county.
- g) **"Ambulance Service Area (ASA)"** means a geographic area, which is served by one ambulance service provider, and may include all, or a portion of a county, or all or portions of two or more contiguous counties (OAR 333-260)
- h) **"ASA Plan"** is a plan that addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire county and by meeting the other requirements of these rules (OAR 333-260). "ASA Advisory Committee" means the governing body that makes recommendations to the Board on the County's ambulance service system and other aspects of the County's ASA Plan. The ASA Committee interfaces with the Board through the Administrator.
- i) **"ASA Provider"** means a licensed ambulance provider designated by the Board as the sole provider of emergency ambulance service in a Yamhill County ASA. "Base Fee" means the fee charged for the pick-up of a patient, exclusive of mileage. This fee shall be all-inclusive and shall not include "flag drop" or any other charges.
- j) **"Basic Life Support (BLS)"** means out of hospital emergency care which encompasses procedures, treatments, and techniques within the Emergency Medical Responder (EMR) and/or Emergency Medical Technician (EMT) scope of practice and are authorized by the Yamhill County EMS Supervising Physician. The maximum functions that may be assigned to an EMR or EMT are listed in OAR 847-035-0030.
- k) **"Basic Life Support (BLS) Ambulance"** means an ambulance, which meets all County and State requirements and is staffed and equipped to providing service as defined by rule. "Board" means the Yamhill County Board of County Commissioners.
- l) **"County"** means Yamhill County, Oregon. "Division" means the Oregon Health Authority (OAR 333.260).

- m) **"Emergency"** means those medical or trauma conditions that manifest themselves by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of a person, or the fetus in the case of a pregnant woman, in serious jeopardy.
- n) **"Emergency Medical Dispatch (EMD)"** means that system adopted by the County used to interrogate a caller requesting medical transportation in an effort to determine the severity of the medical condition.
- o) **"Emergency Medical Services (EMS)"** means those pre-hospital functions and services which are required to prepare for and respond to medical emergencies, including transport, treatment, communications, evaluation, and public education. Inter-facility medical transportation is not considered EMS and thus does not constitute an EMS response. 9
- p) **"Emergency Medical Technician (EMT)"** means a person who is licensed by the Authority as an Emergency Medical Technician.
- q) **"Employee"** means any full-time paid or part-time paid person acting within the scope of their duties and for or on behalf of an ambulance service. "Franchise" means an exclusive franchise to provide emergency and nonemergency ambulance service issued by the Board pursuant to this Ordinance.
- r) **"Hospital"** has the meaning set forth in ORS 442.015(15).
- s) **"Inter-Facility Transfer"** means any transfer, after initial assessment and stabilization, from and to a health care facility to include hospital to hospital; clinic to hospital; hospital to rehabilitation; and hospital to long-term care.
- t) **"Incident Command System (ICS)"** means a management tool employed during disasters and emergency responses to organize and coordinate response operations.
- u) **"License"** means a non-transferable, non-assignable authorization granted to the person, agency or entity to whom it is issued, authorizing the person, agency or entity whose name appears thereon to do business in the county.
- v) **"Mass Casualty Incident (MCI)"** means any incident involving, or potentially involving, multiple patients as defined by rule. "Medical Resource Hospital (MRH)" means the medical communications facility which provides on-line-medical-control for Multnomah and Clackamas counties.
- w) **"Mutual Aid"** means an agreement between emergency responders to lend assistance across jurisdictional boundaries. "Non-Emergency" means those conditions that are not specifically dealt with in the emergency medical dispatch system adopted by the County. The County may further delineate categories that may be handled by a non-emergency ambulance provider (e.g. inter-facility transfer).
- x) **"Non-Emergency Ambulance Services"** means pre-arranged or non-emergency ambulance transfers and inter-facility ambulance transfers provided by a licensed ambulance service when the person being transported needs the availability of medical assistance. It does not include stretcher cars, secure transport, or medical taxes that do not provide medical services.
- y) **"Notification Time"** means the length of time between the initial receipt of the request for emergency medical service by either a provider or an emergency dispatch center (9- 1-1), and the notification of all responding EMS personnel. 10 "Offline Medical Control (OLMC)" means performing EMS actions or medication administration under standing orders or protocols.
- z) **"Online Medical Control (OLMC)"** means a medical facility designated by the county as authorized to provide on-line-medical-control advice and support to Paramedics, EMTs, and first responders.
- aa) **"Patient"** means a person who is ill or injured or who has a disability and who receives emergency or nonemergency care from an EMS provider. "Per Mile Charge" means a charge per mile in addition to the base charge.
- bb) **"Person"** means an individual, partnership, company, association, corporation, or any other legal entity, including any receiver, trustee, assignee, or similar representative. "Provider" means any public, private, or volunteer entity providing EMS.
- cc) **"Quick Response Team", or "QRT"** means an EMS unit supplied by a designated provider that may be capable of BLS or ALS care but is not able to transport a patient. "Residential Care Facility" means a program within a physical structure, which provides or coordinates a range of services, available on a 24-hour basis, for support of residential independence in a residential setting (OAR 411-054-0005). "

- dd) **“Response Time”** or **“Response Times”** mean the length of time between the notification of each provider’s ambulance and the arrival of each provider's EMS unit(s) at the incident scene.
- ee) **“Supervising Physician”** means a physician licensed under ORS 677.100 to 677.228, actively registered and in good standing with the Oregon Medical Board, who provides direction of emergency or nonemergency care provided by ASA Providers. Additionally, Supervising Physician means a physician contracted with or employed by the County to act as the Supervising Physician and who shall perform those functions as outlined in this chapter and rule.
- ff) **“Transport Unit”** means an ambulance that is licensed and appropriately equipped and staffed to transport a patient.
- gg) **“Wheelchair Car”** means a motor vehicle for hire that is constructed, equipped, or regularly provided for non-emergency transportation of persons in wheelchairs and semi-reclining wheelchairs (no more than forty-five (45°) reclining) or requiring wheelchair car transportation for reasons related to health conditions and not requiring an ambulance or transport in a supine or recumbent position.

5.05.06 Boundaries; Emergency Medical Service Activity

- a) Oregon state regulations require each county to establish an Ambulance Service Area (ASA) Plan under ORS 682.062.
- b) The ASA Plan must be approved by both the Board and then by the Oregon Health Authority. Therefore, it is the responsibility of Yamhill County as the local EMS regulatory agency to assure that safe and reliable EMS response and ambulance transportation are available to the citizens and visitors of the county.
- c) It is the intent of the Board to regulate, but not restrict, non-emergency ambulance, inter-facility ambulance and wheelchair car services within the County. It is the intent of the Board to regulate the primary emergency transportation agency within the County.
- d) To ensure the effective and efficient provision of EMS within Yamhill County, the Board reserves the right, giving consideration to subjects and items required by law, to make modifications and enhancements to the ASA Plan.
- e) Yamhill County hereby establishes the Ambulance Service Areas (ASAs) shown on the maps and described in the legal boundary descriptions attached to this Ordinance as Exhibit A, which is incorporated herein by reference and made part of this Ordinance.
- f) Analysis of EMS volume within the County has identified the location density and distribution of activity, as revealed in Exhibits B, C, and D which are attached to this Ordinance and incorporated herein by reference. The temporal dispersal of EMS activity has been charted to provide ambulance service providers valuable information to assist in staffing and deployment of EMS resources.

5.05.07 Response Time Zones; Reporting Standards

- a) The primary objective of Response Time zones is to provide the most timely and efficient response to the residents and visitors of the County in a cost-effective manner (“Response Time Zone” or “Response Time Zones”). These Response Time Zones are stratified based on factors such as population density, major routes of travel, topography, and access. Since EMS volume is strongly correlated to population density, that is the major determinant of Response Time Zone designation. Historical Response Times from ambulance and EMS resource stations have been analyzed as well and compared against both population density and EMS call volume activity distribution.
- b) In addition, Yamhill County has determined that further categorization of Response Times is appropriate based on the severity of the patient’s condition. Life threatening and significantly serious illness or injury require a faster response than other, less urgent EMS requests. Scientific data and industry studies have shown that Response Time is far less important to patient outcome for less emergent cases than for critical, life endangering conditions. The County has established two levels of EMS response that overlay the four Response Time Zones. These are defined as ALS (Advanced Life Support) and BLS (Basic Life Support).
- c) ALS cases should receive responses that include the use of emergency warning devices (EWDs), such as lights and sirens, and be held to shorter time frames. BLS cases should receive responses that do not include the use of EWDs and are held to less stringent Response Time standards.

- d) Yamhill County is divided into four time zones for response. These zones are classified as: URBAN, with Response Time standards of 10 and 15 minutes for ALS and BLS, respectively; SUBURBAN, with Response Time standards of 12 and 17 minutes; RURAL, with Response Time standards of 35 and 40 minutes; and FRONTIER with a “Best Effort” standard for both ALS and BLS. as depicted on the Response Time Zone Map adopted as Exhibit E and incorporated herein by this reference.
- e) The Urban Response Time Area is defined as the area of Yamhill County with a population density of 1,001 persons, or more, per square mile. The Suburban Response Time Area is defined as that area of the County with a population density of between 501 persons per square mile and 1,000 per square mile. The Rural Response Time Area is composed of those portions of Yamhill County that are populated to a density of 501 or less persons per square mile. Lastly, the Frontier Response time Area is classified as those areas with a population density of less than 501 persons per square mile and that lack roadway access, or that require a drive time — this is a component of Response Time — that exceeds 30 minutes. The Frontier Response Time Area was established by mutual consensus of the Yamhill County ASA Committee and includes those incorporated Cities outside the Urban zone.
- f) There is one exception to these zone designations. That is the town of Yamhill. While Yamhill is very densely populated, sufficiently so to meet the herein definition of Urban, the actual aggregate number of people residing there is insufficient to generate any significant EMS volume. Therefore, this ASA Code identifies Yamhill as a Rural Response Time Area.
- g) The minimum performance level for each Response Time standard is 90 percent of all dispatched EMS requests, except for those occurring during extreme weather conditions that interfere with vehicular travel, hospital-to-hospital transfers, or other similar circumstances that would prohibit a normal response. Complying with the Response Time Zone standards are the primary responsibility of each ASA Provider, as set forth in the Response Time Zone standards and performance criteria adopted as Exhibit F and incorporated herein by this reference.

5.05.08 Response Time Reporting and Accountability The County has established the following process and procedure for the reporting, assessment, and accountability of Response Times by designated ASA providers:

- a) Performance reports. ASA Providers will submit performance reports to the Administrator on a quarterly basis, and Administrator will distribute these reports to the ASA Committee. The performance reports will be submitted in a form approved by the Administrator; at a minimum, the reports must track monthly compliance with each Response Time standard and must include mutual aid performance data.
- b) Review. The ASA Committee will review each ASA provider’s performance report at quarterly meetings.
- c) Audits. All data submitted for review of performance standard compliance by ASA Providers may be audited by the Administrator at any time.
- d) Compliance Reports. Each ASA Provider will be held accountable to delineated required performance standards through public compliance reporting.
- e) Each ASA Provider’s performance will be reported to the community-at-large through a readily available public reporting process (dashboard) that identifies each performance standard and the ASA Provider’s compliance success.
- f) This public reporting process (compliance reports and dashboard) will be posted prominently on the County’s EMS website.
- g) Annual report. The Administrator will conduct an annual evaluation of the performance of the ASA Providers and will report its findings to the Board. This requirement in no way limits the ability of the Administrator to conduct further evaluations as deemed necessary.
- h) Explanatory Reports. The ASA Committee may require an explanatory report from any ASA Provider who fails to meet any established performance standard in any reporting period. Such a report will be submitted to the Administrator, and the Administrator will distribute this report to the ASA Committee.
- i) Action Plan. Failure of an ASA Provider to meet the established performance standards in three consecutive quarters, or four quarters in any six-quarter period, will require the ASA Provider to develop an action plan. Such a plan will detail concrete steps, at least some of which being immediate, the ASA

Provider will take to achieve full compliance, and a timeline for achieving full compliance. This report will be submitted to the Administrator, and the Administrator will distribute this report to the ASA Committee.

5.05.09 ASA Boundaries Narrative Description

- a) ASA # 1 East shall be assigned to Tualatin Valley Fire & Rescue. Situated in Yamhill County, Oregon, beginning at the point where Yamhill and Clackamas counties meet at the Northeast corner of Section 13, T3S, R2W, W.M; Thence northwest following the Yamhill County line approximately 17.7 miles to a point on the north line of Section 18, T2S, R3W, approximately 750 feet west of NE Spring Hill Road; Thence southerly to the south line of said Section 18, to a point approximately 2,200 feet west of NE Spring Hill Road; Thence S10°E generally parallel with NE Spring Hill Road, to the east end of the curve and the south side of NE Laughlin Road approximately 2,000 feet west of NE Spring Hill Road; Thence southwesterly along the easterly side of NE Laughlin Road approximately 1,900 feet to the west line of the Phillip Thompson Donation Land Claim No. 58; Thence S 5°E, approximately 3,300 feet to the northeast corner of U.S. Government Lot 10, near the center of Section 30, T2S, R3W; Thence west on the north line of said Lot 10, a distance of 942.31 feet to a 10" diameter stone shown on Survey No. 6805 of Yamhill County Survey Records; Thence S 0°08'51"E a distance of 2,690.83 feet to a 6" diameter stone on the south line of said Section 30 and shown per said Survey No. 6805; Thence S19°E approximately 1.08 miles to a point the north line of Section 6, T3S, R3W, lying approximately 1,900 feet west of NE North Valley Road; Thence west approximately 1,130 feet to the North ¼ corner of said Section 6; Thence south on the center line of said Section 6 a distance of approximately 1.0 mile to the North ¼ corner of Section 7, T3S, R3W, Thence west approximately 2,640 feet to the northwest corner of said Section 7; Thence south on the west lines of Section 7 and 18 approximately 1.40 miles to the northerly line of a tract described in Instrument No. 200529012 (Park Trust to Mahon); Thence easterly approximately 1.78 miles to the northeasterly corner of the Calvin W. Ish Donation Land Claim No. 49; Thence southerly on the easterly line of said Ish Claim No. 49 to the property line between Revana Family Partners, Deed No. 20060169, and Andrew H. Wilder, Deed No. 20017231; Thence southeasterly along the Revana/Wilder line to the west line of Section 21, T3S, R3W; Thence South approximately 1.60 miles to the southwest corner of Section 28, T3S,R3W; Thence east along the south line of Section 28 approximately 3,700 feet to the west property line of Caroline Crabtree-Osborne; Thence south and east on the Crabtree-Osborne lines to the east line of Section 33, T3S, R3W; Thence south on the east line of Section 33 approximately 4,630 feet to the southerly side of Archery Summit Road; Thence southeasterly on the southerly side of Archery Summit Road to Oregon Highway 18 and continuing on an easterly projection to the Portland & Western Railroad; Thence northeasterly along the railroad to the south side of Fulquartz Landing Road (CR 79); Thence along Fulquartz Landing Road to the west side of NE Crawford Road (CR 181); Thence south along the west side of NE Crawford Road to the southerly side of Riverwood Road (CR80); Thence southeasterly along the southside of Riverwood Road to northwest corner of County Survey 3598 by J.G Hefty, dated September 1912; Thence along the said survey lines S78°13'E, approximately 1,989 feet; thence S77°16'E, approximately 489.60 feet; Thence N80°34'E, approximately 905.80 feet to the Willamette River; Thence Northerly and following the Willamette River downstream to the north line of Section 6, T4S, R1W and the county line; Thence west and north along the exterior of T3S, R1W, and the county line to the place of beginning.
- b) ASA #2 North shall be assigned to the McMinnville Fire District. Beginning on the northerly Yamhill County line at a point on the north line of Section 18, T2S, R3W, approximately 750 feet west of NE Spring Hill Road; Thence southerly to the south line of said Section 18, to a point approximately 2,200 feet west of NE Spring Hill Road; Thence S10°E generally parallel with NE Spring Hill Road, to the east end of the curve and the south side of NE Laughlin Road approximately 2,000 feet west of NE Spring Hill Road; Thence southwesterly along the easterly side of NE Laughlin Road approximately 1,900 feet to the west line of the Phillip Thompson Donation Land Claim No. 58; Thence S 5°E, approximately 3,300 feet to the northeast corner of U.S. Government Lot 10, near the center of Section 30, T2S, R3W; Thence west on the north line of said Lot 10, a distance of 942.31 feet to a 10" diameter stone shown on Survey No. 6805 of Yamhill County Survey Records; Thence S 0°08'51"E a distance of 2,690.83 feet to a 6" diameter

stone on the south line of said Section 30 and shown per said Survey No. 6805; Thence S19°E approximately 1.08 miles to a point the north line of Section 6, T3S, R3W, lying approximately 1,900 feet west of NE North Valley Road; Thence west approximately 1,130 feet to the North ¼ corner of said Section 6; Thence south on the center line of said Section 6 a distance of approximately 1.0 mile to the North ¼ corner of Section 7, T3S, R3W, Thence west approximately 2,640 feet to the northwest corner of said Section 7; Thence south on the west lines of Section 7 and 18 approximately 1.40 miles to the northerly line of a tract described in Instrument No. 200529012 (Park Trust to Mahon); Thence easterly approximately 1.78 miles to the northeasterly corner of the Calvin W. Ish Donation Land Claim No. 49; Thence southerly on the easterly line of said Ish Claim No. 49 to the property line between Revana Family Partners, Deed No. 20060169, and Andrew H. Wilder, Deed No. 20017231; Thence southeasterly along the Revana/Wilder line to the west line of Section 21, T3S, R3W; Thence South approximately 1.60 miles to the southwest corner of Section 28, T3S,R3W; Thence east along the south line of Section 28 approximately 3,700 feet to the west property line of Caroline Crabtree-Osborne; Thence south and east on the Crabtree-Osborne lines to the east line of Section 33, T3S, R3W; Thence south on the east line of Section 33 approximately 4,630 feet to the southerly side of Archery Summit Road; Thence southeasterly on the southerly side of Archery Summit Road to Oregon Highway 18 and continuing on an easterly projection to the Portland & Western Railroad; Thence northeasterly along the railroad to the south side of Fulquartz Landing Road (CR 79); Thence along Fulquartz Landing Road to the west side of NE Crawford Road (CR 181); Thence south along the west side of NE Crawford Road to the southerly side of Riverwood Road (CR80); Thence southeasterly along the southside of Riverwood Road to northwest corner of County Survey 3598 by J.G Hefty, dated September 1912; Thence along the said survey lines S78°13'E, approximately 1,989 feet; thence S77°16'E, approximately 489.60 feet; Thence N80°34'E, approximately 905.80 feet to the Willamette River; Thence southerly and upstream along the Willamette River and easterly county line to the point where Yamhill and Polk Counties meet; Thence west along the Yamhill and Polk County line to the west side of SW Broadmead Road; Thence northeasterly along the west side of SW Broadmead Road to the south line of Section 25, T5S, R5W; Thence west on the section lines of Section 25 and 26 to the South Yamhill River; Thence northeasterly and following the Yamhill River downstream to the Bellevue-Hopewell Highway Bridge; Thence westerly along the southerly side of Bellevue-Hopewell Highway (OR 153) to the west side of Delashmutt Road (CR 28); Thence northerly along the west side of Delashmutt Road approximately 1,800 feet to the south line of Section 22, T5S, R5W; Thence north approximately 1.0 miles along the east section lines of 22 and 15 to the north side of SW Sauter Road; Thence westerly along the north side of SW Sauter Road through the "S" curve, approximately 4,500 feet to a point near the Boundy/Christensen property line. Thence north passing through milepost 39 of OR HWY 18 approximately 3,150 feet to the southeast corner of Erratic Rock State Nature Site; Thence west along the south line of Erratic Rock State Nature Site approximately 1,000 feet to the southwest corner thereof adjacent with SW Dusty Drive; Thence north along a series of common property lines, approximately 5,600 feet to the northeast corner of the Momtazi Family LLC property described in Instrument No. 1997-16865 of the Yamhill County Clerk's Records; Thence west Momtazi property approximately 1,320 feet to the east line of Section 9, T5S, R5W; Thence south along the section line approximately 1,320 feet to the east ¼ corner of Section 9; Thence west along the centerline of Section 9 approximately 1,850 feet; Thence south approximately 2,640 feet to the southeast corner of Dave Waddell property; Thence west approximately 2,640 feet to the southwest corner of Dave Waddell property; Thence north approximately 2,500 feet to the southerly corner of the James Colman Donation Land Claim No. 40; Thence N 54°W along the Colman Donation Claim approximately 990 feet to the east side of SW Muddy Valley Road (CR 19); Thence northerly up the east side of SW Muddy Valley Road to the bridge across Muddy Creek in the northwest ¼ of Section 4, T5S, R5W; Thence northwesterly upstream along Muddy Creek approximately 3.25 miles to the south line of Section 19, T4S, R5W; Thence west approximately 0.9 Miles to the southeast corner of Section 24, T4S, R6W; Thence north 2 miles on the section lines to the northeast corner of Section 13, T4S, R6W; Thence west 4 miles on the section lines to the southwest corner of Section 9 T4S, R6W; Thence north 2 miles to the southeast corner of Section 32, T3S, R6W; Thence west 1 mile to the west county line; Thence north 12 miles and east approximately 19.3 miles along the county line to the place of beginning.

- c) ASA #3 South Central shall be assigned to the Sheridan Fire District. Beginning at the intersection of the Yamhill and Polk County line and the west side of SW Broadmead Road located in Section 2, T6S, R5W; Thence northeasterly along the west side of SW Broadmead Road to the south line of Section 25, T5S, R5W; Thence west on the section lines of Section 25 and 26 to the South Yamhill River; Thence northeasterly and following the Yamhill River downstream to the Bellevue-Hopewell Highway Bridge; Thence westerly along the southerly side of the Bellevue-Hopewell Highway (OR 153) to the west side of Delashmutt Road (CR 28); Thence northerly along the west side of Delashmutt Road approximately 1,800 feet to the south line of Section 22, T5S, R5W; Thence north approximately 1.0 miles along the east section lines of 22 and 15 to the north side of SW Sauter Road; Thence westerly along the north side of SW Sauter Road through the “S” curve, approximately 4,500 feet to a point near the Boundy/Christensen property line. Thence north passing through milepost 39 of OR HWY 18 approximately 3,150 feet to the southeast corner of Erratic Rock State Nature Site; Thence west along the south line of Erratic Rock State Nature Site approximately 1,000 feet to the southwest corner thereof adjacent with SW Dusty Drive; Thence north along a series of common property lines, approximately 5,600 feet to the northeast corner of the Momtazi Family LLC property described in Instrument No. 1997-16865 of the Yamhill County Clerk’s Records; Thence west Momtazi property approximately 1,320 feet to the east line of Section 9, T5S, R5W; Thence south along the section line approximately 1,320 feet to the east ¼ corner of Section 9; Thence west along the centerline of Section 9 approximately 1,850 feet; Thence south approximately 2,640 feet to the southeast corner of Dave Waddell property; Thence west approximately 2,640 feet to the southwest corner of Dave Waddell property; Thence north approximately 2,500 feet to the southerly corner of the James Colman Donation Land Claim No. 40; Thence N 54°W along the Colman Donation Claim approximately 990 feet to the east side of SW Muddy Valley Road (CR 19); Thence northerly up SW Muddy Valley Road to the bridge across Muddy Creek in the northwest ¼ of Section 4, T5S, R5W; Thence northwesterly upstream along Muddy Creek approximately 3.25 miles to the south line of Section 19, T4S, R5W; Thence west approximately 0.9 Miles to the southeast corner of Section 24, T4S, R6W; Thence north 2 miles on the section lines to the northeast corner of Section 13, T4S, R6W; Thence west 4 miles on the section lines to the southwest corner of Section 9 T4S, R6W; Thence south 4 miles on the section lines to the southwest corner of Section 33, T4S, R6W; Thence east on the south line of Section 33 approximately 0.18 miles to the westerly side of Rock Creek Road (CR 415); Thence southwesterly along the westerly side of Rock Creek Road approximately 4.8 miles to the west line of Section 21, T5S, R6W; Thence south on the section lines 2.25 miles to the southerly side of Oregon Highway 18 Business (W. Main Street); Thence southwesterly along the southerly side of Oregon Hwy 18 approximately 0.9 miles to the east line of Section 6, T6S, R6W; Thence south on the east line of Section 6 approximately 0.75 miles to the Yamhill and Polk County Line. Thence east on the County line approximately 9.3 miles to the east side of SW Broadmead Road and the point of beginning.
- d) ASA # 4 West shall be assigned to the Grand Ronde Fire Department. Beginning on the Yamhill and Tillamook County line at the northwest corner of Section 5, T4S, R6W; Thence east 1 mile to the northeast corner of Section 5, T4S, R6W; Thence south 6 miles on the section lines to the southwest corner of Section 33, T4S, R6W; Thence east on the south line of Section 33 approximately 0.18 miles to the westerly side of Rock Creek Road (CR 415); Thence southwesterly along the westerly side of Rock Creek Road approximately 4.8 miles to the west line of Section 21, T5S, R6W; Thence south on the section lines 2.25 miles to the southerly side of Oregon Highway 18 Business (W. Main Street); Thence southwesterly along the southerly side of Oregon Hwy 18 approximately 0.9 miles to the east line of Section 6, T6S, R6W; Thence south on the east line of Section 6 approximately 0.75 miles to the Yamhill and Polk County Line. Thence west, north, east, and north approximately 44.75 miles on the county line to the point of beginning.

5.05.10 Maps Depicting “9-1-1,” Fire Districts and Incorporated Cities

- a) Maps depicting Incorporated Cities are adopted as Exhibit G and incorporated herein by this reference.
- b) Maps depicting Fire districts are adopted as Exhibit H and incorporated herein by this reference.
- c) Maps depicting Fire Stations and Fire Stations with EMS assets are adopted as Exhibit I and incorporated herein by this reference.

5.05.11 Alternatives to Reduce Response Times

- a) The County has policies and procedures in effect that monitor emergency ambulance Response Time performance by all ASA Providers. The County expects the ASA Providers to employ industry best practices, data driven strategies, and sound professional judgment in meeting established Response Time requirements. The goal is to responsibly, reliably, and safely deliver Response Times, while also considering certain clinical outcomes in addition to Response Times.
- b) Employing the use of closer, first response units in responding to critical EMS cases, or even Quick Response Teams (QRT), are mechanisms organizations are encouraged to use to reduce Response Times to emergencies. These types of EMS units, while not transport capable, can deliver trained personnel faster to the scene than more regionally located ambulances.
- c) Other methodologies the County expects each ASA Provider to implement to reduce Response Times and improve patient outcomes include:
 - (i) Develop and use standard operating procedures,
 - (ii) Support a trained and qualified workforce,
 - (iii) Maintain adequate communications equipment,
 - (iv) Utilize coordinated communication,
 - (v) Promote information exchanges among public safety response agencies,
 - (vi) Coordinate with hospitals to reduce wait times; and
 - (vii) Educate the public on the 9-1-1 system and services.
- d) Research from Europe, and a few pilot programs in the United States, have shown that drones (UAV) may provide an option for many EMS systems to improve response to critical emergencies and improve patient outcomes. They appear to be most advantageous for rural and frontier regions where EMS response can easily exceed 20 minutes. When UAVs are equipped with AEDs (Automatic External Defibrillators) and EpiPens, as an example, and configured to provide two-way audio communication, they can deliver life-saving modalities to the patient's side and permit instruction to direct by-standers on usage.
- e) Some UAV systems have been developed that use remote outside storage structures that maintain battery charge for the unit and protect it from inclement weather conditions. These "drone stations" could be located strategically throughout a remote or rural region to enhance the response capability of the local EMS services. When equipped with video capabilities, UAVs may also be used to provide situational awareness for EMS units and communications centers by deployment over particular incidents, especially when multiple patients are involved or safety conditions at a scene are in question. While limited by battery life, UAVs still have important applications for EMS systems and individual units, such as First Responder apparatus.
- f) Some medical device manufacturing companies have introduced the concept of community wide distribution of AEDs, including in personal residences. These devices are connected to a network that incorporates with the local 911 communications center which allows the devices to be alerted when a potential cardiac arrest is occurring within a set distance. Individuals of the lay public can remove the AED from its wall-mounted station and respond to the scene to render aid. The idea that the public can respond to many out-of-hospital cardiac arrests (OHCA) with an AED faster than EMS providers is factual in many cases. This concept could be expanded in the future to include EpiPens and tourniquets. In addition, some communities have launched registries for AEDs that are located in public buildings and private companies, maintaining that information with their emergency communications centers. In these cases, when an OHCA call is received by the 911 center, they are able to locate the closest AED and advise the caller.
- g) The County recognizes that it is not just Response Times that lead to a reduction in mortality. In fact, there is a significant amount of research that indicates, outside of cardiac arrests, Response Times have a minimal impact on patient outcomes and length of stay time in the hospital. It is often the case that time to first clinical intervention plays a more significant role in out of hospital survival rates. Research shows there is no evidence of increased mortality for priority patients where ALS Response Time exceeded 10:59 minutes . Other studies concluded that, "a paramedic response time within eight minutes was not associated with improved survival to hospital discharge. Adherence to the eight-minute response time guideline in most patients who access out-of-hospital emergency services is not supported by these results". Additionally, focusing solely on Response Times can have a negative impact overall on system performance. First, the community needs to invest

significant dollars for the cost of readiness to assure the ambulance can arrive in the designated time interval. Second, many more paramedics are needed in the system staffing those ambulances. Third, crews are held to a Response Time standard that can only be achieved by the constant use of red lights and sirens. This exposes them to a higher incidence of ambulance-involved motor vehicle collisions and potentially crewmember injuries along with an increased fatigue factor that has the potential for clinical errors. To this end, the County will closely monitor Response Times to ensure they do not exceed the established benchmarks but will also continually review the efficacy of Response Times in general. The County will further begin development of clinical performance standards that have been shown to be related directly to patient outcomes. The County will strive to establish consensus-accepted clinical performance standards as an important measure of the quality of the system's overall performance and as required benchmarks for achievement for ASA Providers.

- h) Over the next five years, the ASA Committee will be considering what clinical data is identified as important by current in-field medical research for patient care, as well as improved patient outcomes, and determine how that information may be collected. The ASA Committee has been charged with reviewing and determining what clinical performance standards should be used in the Yamhill EMS system in the future.

5.05.12 9-1-1 Dispatched Calls

- a) Yamhill County utilizes the Yamhill Communications Agency (YCOM) and the Newberg-Dundee Communications Center (NDCC) to provide emergency medical services (EMS) call answering, processing, and dispatching. NDCC transfers incoming EMS requests to the Washington County Consolidated Communications Agency (WCCCA) for final disposition of the case.
- b) Upon a request for medical assistance, YCOM or WCCCA shall simultaneously dispatch the closest available fire department first-response unit, if applicable, and the appropriate emergency ambulance service. Dispatch performance shall be monitored internally by the dispatch centers and externally by the Yamhill County Department of Health.
- c) YCOM uses the International Academies of Emergency Dispatch Medical Priority Dispatch System for triaging and prioritizing EMS calls. WCCCA uses the APCO EMS triage system. Both centers shall maintain operational readiness to incorporate emerging communication technologies, including voice, text, image, and video transmissions, consistent with modern 911 standards. The network and PSAP shall be capable of receiving enhanced location data and multimedia content to support accurate and efficient emergency response.
- d) PSAP operations, facilities, and employee training shall conform to minimum standards recognized by public safety industry organizations. These organizations include the International City/County Management Association (ICMA), National Emergency Number Association (NENA), Association of Public-Safety Communications Officials (APCO), International Association of Fire Chiefs (IAFC), Commission on Accreditation for Law Enforcement Agencies (CALEA), and the National Fire Protection Association (NFPA).

5.05.13 Pre-Arranged Non-Emergency Transfers and Inter-Facility Transfers

- a) All pre-arranged, non-emergency ambulance services and inter-facility ambulance transfers originating within Yamhill County shall be included within the franchise rights and ambulance service area boundaries granted to ASA Providers as identified in this Exhibit A.
- b) This section does not apply to ambulances or vehicles exempt from the ASA Plan, including but not limited to specialty transport teams, ambulances owned or operated under the control of the United States Government, vehicles operated solely on facility grounds, transportation of patients from outside the County to a health care facility within the County, or ambulances or vehicles passing through without a destination in the County. Non-emergency ambulance services also do not include stretcher cars, secure transport, or medical taxis that do not provide medical services.
- c) The assigned ASA Provider shall have the right of first refusal for non-emergency ambulance services and inter-facility ambulance transfers originating within its assigned ASA. This right shall not apply to any person who is not an assigned ASA Provider and who had an existing written contract prior to July 1,

2009, with a health care provider located in Yamhill County for non-emergency ambulance services or inter-facility ambulance transfers. If the assigned ASA Provider refuses a non-emergency ambulance service or inter-facility ambulance transfer, a person who is not an assigned ASA Provider may provide the non-emergency ambulance service or inter-facility transfer.

- d) Non-emergency ambulance services and inter-facility ambulance transfers are excluded from Response Time reporting requirements but may be subject to additional reporting requirements established by the ASA Committee or the Board. All other operational rules, service standards, and customer service requirements applicable to emergency ambulance services shall also apply to non-emergency and inter-facility ambulance transfers.

5.05.14 Notification and Response Times

- a) The County relies upon both WCCCA and YCOM to provide the services of notification and tracking call disposition for all EMS cases in the County. Through their Computer Aided Dispatch (CAD) systems and radio communications networks, both centers maintain the records needed, as well as historical performance of all ASA Providers within the County. Response Times for each ASA Provider are captured within the centers' data bases and available to the County and associated organizations.
- b) The County and the Ambulance Service Area (ASA) Committee shall regularly review Response Time data to evaluate performance and identify areas of concern. Once identified, efforts shall be made to improve out-of-compliance performance. The County shall provide assistance as needed to support plans established to assure maintenance of adequate response time performance by all ASA Providers.

5.05.15 Level of Care

- a) Currently, the ASA Providers designated by the County to provide EMS within their individual ASAs provide predominantly Advanced Life Support. However, on occasion, sufficient ALS practitioners may not be available or scheduled, in which case the ASA Provider staffs Basic Life Support ambulances to provide care. Some ASA Providers expect to place standard BLS ambulance units into service on a regular basis. All ASA Providers have ALS and if the ASA Provider drops exclusively to a lower level of care (i.e. BLS only) notification will be provided to the County and other ASA Providers with whom they have mutual aid agreements.
- b) The recommended minimum number of EMS ambulance units, based on 2020 data, needed in each ASA within the County to meet the 90 percent response time standard is set forth in Exhibit J, which is adopted and incorporated herein by this reference. ASA Providers are required to meet the 90 percent response time standard and are allowed to staff their agency as they see fit in order to meet the 90 percent standard.
- c) Changes to the recommended minimum number of EMS ambulance units needed (as described in the table above) should be data driven and recommended by the ASA Committee to the Board in order to update the ASA Plan. This should be done every 5 years. ASA Providers are still allowed to staff their system as they see fit to meet the 90% response time standard as stated above.

5.05.16 Personnel

- a) When operating an ambulance in Yamhill County, all ASA Provider personnel must meet the requirements of ORS Chapter 682 and OAR 333-255-0070 (1), (4) or (6).
- b) Anyone staffing an ambulance must not have consumed alcohol beverages in the eight hours before working or in any way be impaired by the ingestion of alcohol. Anyone staffing an ambulance must not be taking any medications that would impair their ability to care adequately and safely for a patient.
- c) Each person staffing an ambulance or providing pre-hospital emergency medical care in the County is required to display their level of certification/licensure and, at a minimum, their first name on the outermost garment of their work uniform and must make reasonable efforts to display this information under other circumstances. At a minimum, this uniform shall bear the name of the agency or ASA Provider providing the service. Reasonable exceptions are made for clothing used to protect the

responders from injury or illness including turnout gear, hazardous materials suits, or other personal protective equipment.

- d) Each person staffing an ambulance or providing pre-hospital emergency medical care is required to wear a standardized uniform as determined by the employing agency. Uniforms shall be clean and free of excessive wear and tear and free of blood and/or bodily materials. Reasonable exceptions shall be granted to uniforms soiled during the course of providing service as long as they are cleaned and changed at the first appropriate opportunity.
- e) Each ASA Provider shall have in place a pre-employment and for-cause drug and alcohol screening program. This program shall be on file with the Administrator. Each ASA Provider shall have in place a criminal background check program. This program shall be on file with the Administrator. Upon a reasonable request by the Administrator, a criminal background check may be required of any person providing direct patient services.

5.05.17 Medical Supervision

- a) Each ASA Provider utilizing EMTs shall be supervised by a physician licensed under ORS 677, actively registered and in good standing with the Board of Medical Examiners as a Medical Doctor (M.D.) or Doctor of Osteopathic Medicine (D.O.). The Board of Medical Examiners must also approve the physician as a Supervising Physician. Each ASA Provider or ambulance service will identify a Supervising Physician. The Supervising Physician shall comply with the medical requirements listed in OAR 847-35-0025.
- b) Willamette Valley Medical Center and Providence Newberg shall be the Yamhill County EMS System Medical Resource Hospitals. Other hospitals outside of those listed may be used as required for proper patient care and transport.

5.05.18 Ambulance Service License and Patient Care Equipment

- a) All ambulances and ambulance services in Yamhill County must be licensed with the Oregon Health Authority, EMS Section, and be equipped with equipment and supplies that comply with the OARs for ALS, ILS and BLS ground ambulances. Patient care equipment must meet all requirements as specified in ORS 682.015 to 682.991 and OAR 333-255-007 (2), (3), (4) (5), or (7).
- b) If a QRT is used as a first responder, it should be fully equipped to provide the service level set by the ASA Provider, and meet those personnel, training, and medical supervision requirements which apply from the Oregon Health Authority.
- c) All ASA Providers shall maintain a list of equipment for their units, which will be furnished to the ASA Committee or Board upon their request.
- d) The County shall work with its ASA Committee to standardize the medical equipment and supplies used on each ASA Provider's apparatuses.

5.05.19 Vehicles

- a) All ambulance must be Type I, II, or III and licensed by the Oregon Health Authority prior to any emergency medical service. All ambulances must meet or exceed the requirements as set forth in ORS 682.015 to 682.991 and OAR 333-255-0060. A current list of each ASA Provider's ambulances shall be maintained and furnished to the Administrator, the ASA Committee, or the Board upon request.
- b) ASA Providers shall use ambulances which are in good condition and shall meet or exceed either the current National Fire Protection Association (NFPA) 1917 or Commission on Accreditation of Ambulance Services (CAAS) General Vehicle Standards, their successors, or previously accepted standards at the time of the vehicles' original manufacture. When such standards conflict with State of Oregon standards, the State standards shall prevail.

- c) Each ASA Provider shall replace any ambulance in its fleet having over 250,000 miles on its chassis unless an exception is granted by the County based upon a written request supported by an upgraded vehicle preventative maintenance program for that vehicle acceptable to the County.

5.05.20 Training

- a) Yamhill County accepts both Oregon's level specific, state certification education/training requirements and standards requirements, and standards and continuing education for EMS providers.
- b) Each ASA Provider shall meet State-required certification levels, to be certified and/or licensed by the appropriate State agency, to participate in a medical audit process, and to provide special training and support to personnel in need of specific training.
- c) Additional educational/training requirements may be required by the ASA Providers' Supervising Physicians, to accommodate such things as protocol changes, in-service, quality improvement, system enhancements, and individual remediation.

5.05.21 Quality Improvement; Structure; Process;

- a) Each ASA Provider shall have a quality assurance and improvement program aimed at monitoring the provision of care provided by its EMS practitioners. These programs shall include mechanisms to identify errors or omissions of appropriate care, mandated medical protocols, or necessary documentation of care provided, by specific practitioners. These programs shall include processes to retrain or educate identified individuals needing remediation.
- b) To ensure the delivery of efficient and effective pre-hospital emergency medical care within available resources, the Board hereby establishes the Yamhill County Ambulance Service Area (ASA) Committee. The ASA Committee, originally created by Ordinance No. 723 on February 6, 2003, shall serve as the advisory body to the Board and the Administrator on all matters concerning emergency medical services system performance, coordination, and quality improvement.
- c) The ASA Committee shall be composed of the following members, appointed by Board Order:
 - (i) The Administrator or their designee (1);
 - (ii) One (1) EMS representative from each ASA within Yamhill County (4 total);
 - (iii) One (1) 9-1-1 Coordinator from each Yamhill County dispatch center (2 total);
 - (iv) One (1) Administrator or designee from each hospital located within Yamhill County (2 total);
 - (v) One (1) public member;
 - (vi) One (1) physician advisor or emergency physician;
 - (vii) One (1) representative of a fire department or fire district not assigned an ASA within Yamhill County or any other county; and
 - (viii) One (1) representative of Yamhill County Emergency Management.
- d) The Board shall appoint members of the ASA Committee for staggered terms, which may be renewed. Any member of the ASA Committee who may have a conflict of interest in any matter must declare such conflict and refrain from participating in any recommendations made.
- e) The ASA Committee functions to review standards, make recommendations for improvement or new standards to the Board for all matters regarding EMS, and reviews and makes recommendations regarding the soundness of the ASA Plan. The ASA Committee, through its existence, will offer a local focus for EMS system issues and encourage local resolution of EMS system problems. The ASA Committee will maintain a compilation of all Quality Assurance/Improvement policies enacted, as well as all investigations and their outcomes.
- f) The ASA Committee is established to:
 - (i) Act in an advisory capacity for quality management issues to an ASA Provider at their request.
 - (ii) Develop and monitor performance standards.

- (iii) Evaluate written proposals for amendments to the ASA Plan and forward its recommendations to the Board.
- (iv) Monitor ASA Provider quality assurance programs to include:
 - 1. Compliance with statutes, ordinances, and rules.
 - 2. Compliance with standards for pre-hospital notification, response, and patient care.
 - 3. Problem resolution and sanctions for non-compliance.

5.05.22 Annual Review of Plan and Providers; Other Business

- a) The ASA Committee will annually review and make recommendations regarding the effectiveness and efficiency of the ASA Plan and pre-hospital emergency medical care, including but not limited to:
 - (i) Coordination between EMS resources.
 - (ii) Dispatch procedures and compliance (ambulance and other emergency resources).
 - (iii) Internal audit and quality assurance processes for ASA Providers. Recommendations from provider quality assurance within system. Quality assurance findings from other agencies.
 - (iv) Input from public, ASA Providers, and medical community on performance.
 - (v) Effective and efficient ASA boundaries.
 - (vi) Performance criteria and data sources.
 - (vii) Quarterly updates from ASA Providers.
 - (viii) Review and revise ASA Plan as necessary.
 - (ix) Interagency cooperation in disaster and mutual aid planning.
- b) The ASA Committee shall also review each ASA Provider annually for compliance with the requirements of this ASA Plan. Service record standards and documentation shall conform to the licensing and operational requirements for ambulance services established by the Oregon Health Authority in OAR Chapter 333.
- c) The ASA Committee will be activated at any time a concern is submitted or when deemed appropriate by the Committee Chair, the Administrator, or three or more ASA Committee members. The ASA Committee may form subcommittees to deal with specific issues, such as quality assurance, protocol development, and disaster planning.

5.05.23 Confidentiality

- a) The ASA Committee and any subcommittees, as with any governmental body, will be subject to the Oregon Public Meetings Law (ORS Chapter 192). However, State and federal law require that patient records be kept confidential. The ASA Committee will comply with Oregon Public Meetings Law, ORS 192.610 through 192.690, but shall prevent the public disclosure of health privacy information or any other protected information, as required by state or federal law.

5.05.24 Quality Improvement; Problem Resolution

- a) The ASA Committee will review concerns about the ASA Plan, service delivery, and system response issues. Concerns must be directed to the Administrator in writing before they are raised in the ASA Committee. The Administrator will maintain a record of all correspondence and subsequent findings or actions.
- b) Problems involving protocol deviation by EMTs or dispatchers will first be referred to the respective ASA Provider representative, Supervising Physician or dispatch supervisor.
- c) Problems involving a non-compliant ASA Provider may, at the Administrator's discretion, be referred with background information and recommendations to the Board. The Board may seek further background data and recommendations from the ASA Committee in such instances.

5.05.25 Sanctions; Suspension, Modification, or Revocation of a County ASA

- a) In addition to any other remedies provided under this ASA Plan or under State or federal law, the Administrator is authorized upon reasonable cause to investigate whether there is sufficient reason to suspend, modify, or revoke the franchise of an ASA Provider.
- (i) If, in the judgment of the Administrator, there is sufficient evidence of a violation of the ASA Plan or applicable local, state, or federal law, or sufficient evidence that an ASA Provider has materially misrepresented facts or information given in its application for an ASA franchise, and such conduct warrants suspension, modification, or revocation of an ASA franchise, then the Administrator shall notify the Board in writing. The Administrator shall send a copy to the ASA Provider and the ASA Committee.
 - (ii) No less than ten (10) business days following the issuance of the notice of violation under this section, the Board may enter its order of revocation, modification, suspension, or non-renewal, and may thereby revoke, modify, or suspend the ASA franchise, unless prior thereto the ASA Provider submits a written request for a public hearing or the Board on its own schedules a public hearing on the matter. Notice of any such hearing will be given to the ASA Provider by mail. The purpose of the hearing will be for the Board to determine whether good cause exists to revoke, modify, suspend, or not renew the ASA franchise.
 - (iii) In lieu of the suspension, modification, or revocation of an ASA franchise, the Board may order that the violation or misrepresentation be corrected and make the suspension or revocation contingent upon compliance with the order within the period of time stated therein. Notice of the Board action shall be provided by mail to the ASA Provider. The notice shall specify the violation, the action necessary to correct the violation, and the date by which the action must be taken. The ASA Provider shall notify the Board of the corrective action taken.
 - (iv) Any decision by the Board to suspend, modify, or revoke an ASA franchise must be by written order. A copy must be delivered to the ASA Provider by certified and regular mail or by personal service.

5.05.26 Ordinance Violation; Nuisance

- a) Any violation of a provision of this Code shall be punishable as a violation of a County ordinance under ORS Chapter 153. Such violation shall be punishable, upon conviction, by a fine not to exceed \$500. Each day of a continuing violation constitutes a separate offense.
- b) In addition to the penalties provided in this Ordinance, violations of any provision of this Ordinance or the Yamhill County Ambulance Service Area Plan are declared to be a nuisance and may be regarded as such in all actions, suits, or proceedings. The Board may initiate injunctive abatement or other appropriate legal proceedings to temporarily enjoin or abate such ambulance services.

5.05.27 Entity That Shall Administer and Revise the ASA Plan

- a) The Administrator, under the supervision of the Board and with the assistance of the ASA Committee, is responsible for the administration of the ASA Plan. The Administrator has access to records pertaining to ambulance service operations of any service regulated by this ASA Plan; these records will be made available within five working days to the Administrator by the agency owning or in possession of said records.

5.05.28 Complaint Review Process

- a) Concerns regarding violations of this Ordinance or the Yamhill County Ambulance Service Area (ASA) Plan, or questions involving pre-hospital care, must be submitted in writing to the Administrator. The Administrator shall forward the concern to the ASA Committee for review and recommendation. The ASA Committee may also address and resolve system operation issues. The Administrator shall maintain a written record of all correspondence, findings, and actions taken.

- b) Members of the public, ASA Providers, the medical community, or any other interested entity may submit ongoing input or concerns to any member of the ASA Committee or the Board. Such input must be submitted in writing and presented to the ASA Committee for consideration at a public meeting.
- c) The ASA Committee shall hear complaints and make recommendations to the Administrator by majority vote of members present. Recommendations of the ASA Committee must be approved by the Administrator prior to action or implementation. Any recommendation of the ASA Committee or decision of the Administrator may be appealed to the Board.
- d) Citizen and Provider Complaints; Filing of Formal Complaint with the ASA Provider.
 - (i) A person wishing to file a complaint regarding ambulance services provided under this Ordinance must first contact the responsible ASA Provider. Upon request, the ASA Provider shall provide a written complaint form describing the complaint process. The complaint is not considered filed until a written complaint is received by the ASA Provider.
 - (ii) The ASA Provider must acknowledge the complaint within five (5) business days of receipt. The acknowledgment will include the date the complaint was received and information about the complaint process.
 - (iii) The ASA Provider will complete an information discovery process with the complainant. The ASA Provider will notify the complainant if additional information is needed from the complainant; if so, it must be furnished within ten (10) calendar days or another mutually agreed upon time frame, or the complaint may be resolved without this information.
 - (iv) No later than twenty-one (21) calendar days from the date the complaint was received, the ASA Provider will produce a response to the complainant along with instructions for filing appeals to the ASA Committee. If the ASA Provider cannot resolve the issue in no later than twenty-one (21) calendar days, then the ASA Provider shall notify the complainant in writing as soon as it is known that a delay will occur, state when a decision will be made, and specify the reason for delay.
 - (v) The ASA Provider will send a copy of the complaint and its response to the Administrator.
 - (vi) If the complainant is satisfied, then Step 1 of the complaint process ends. If the complainant is dissatisfied, then they may proceed to Step 2.
- a) Appeal of Decision to the ASA Committee; Complainants dissatisfied with any determination of an ASA Provider may appeal to the ASA Committee. The appeal process is set forth below.
 - (i) A complainant under step 1 or its representative must file a written appeal of the ASA Provider's determination with the Administrator within thirty (30) calendar days of the determination. The appeal must state the date, the complaint, the desired resolution, and the reason the complainant has objected to the ASA Provider's determination.
 - (ii) The Administrator will acknowledge the appeal within five (5) business days of receipt. The acknowledgment will include the date the appeal was received and information about the complaint process.
 - (iii) The Administrator will complete an information discovery and technical assistance period that includes the Complainant and the ASA Provider and will submit the appeal and all relevant information to the ASA Committee no later than twenty-one (21) calendar days from the date of the appeal. The ASA Committee will then issue a written decision no later than forty-five (45) calendar days from the date of the appeal. If the ASA Committee overturns the ASA Provider's decision, then the ASA Committee may require the ASA Provider to submit a corrective action plan within fourteen (14) calendar days to the Administrator.
 - (iv) The Administrator will notify the Complainant of the ASA Committee's determination and what future steps will be taken, if any, to address the complaint.

5.05.29 Mutual Aid Agreements Under authority of ORS Chapter 190, each ASA Provider shall execute a written mutual aid agreement with each other ASA Provider in the County and with each provider assigned to an adjoining ASA in an adjacent county, to respond with personnel and equipment in cases of need. At minimum, each mutual aid agreement must include the following elements:

- a) **Equipment and Personnel.** All equipment and personnel used by responding ambulance service providers must be duly licensed and comply with applicable rules of the Oregon Health Authority.
- b) **Limited Use.** All mutual aid agreements must state that the providers agree to limited use of mutual aid, and that no provider will rely on mutual aid to respond to more than 5 percent of its monthly, quarterly, or annual volume.
- c) **Extreme danger.** Responding ambulance service providers must retain the right to refuse to commit equipment and personnel to a physical location in which extreme danger to life or equipment exists. The senior officer of the responding agency shall be the sole judge of the extent and imminence of such danger.
- d) **Sole discretion.** Upon receipt of a request for aid, the responding ambulance service provider must retain the right to respond in a manner that it deems appropriate. Responses under mutual aid agreements must be voluntary and discretionary, and any failure to respond must not give rise to any legal claim by the requesting party, any other party to the agreements, or anyone not a party to the mutual aid agreement.
- e) **Chain of Command.** When equipment and personnel are furnished pursuant to the mutual aid agreement, all patient care activities of the responding ambulance service provider must be coordinated through the incident commander or their designee.
- f) **Non-waiver of Ambulance Charge.** Mutual aid agreements shall not waive, nor be construed to waive, the right of any ASA Provider to charge the individual receiving services for medical care provided in the jurisdiction of the other party.
- g) **Waiver of Claim.** Each party to the mutual aid agreement must waive all claims against the other for compensation for any loss, damage, personal injury, or death occurring as the consequence of the performance of the mutual aid agreement. Nothing within the mutual aid agreement shall waive the right of any agency or member of any agency to compensation now permitted or required by law or to such compensation that may be agreed to by the parties.
- h) **Withdrawal.** Each mutual aid agreement must provide that any party may withdraw from the agreement by providing at least six months' written notice to all other parties of its intent to withdraw. Providers may agree to a longer notice requirement.

5.05.30 Contractor Agreements An ASA Provider who utilizes a contractor, other than a Quick Response Team within its ASA to provide any part of its response commitments, must maintain a written agreement to outline performance criteria standards for the contractor. The ASA Provider must notify the Administrator in writing of any contracting arrangement and the Administrator must approve any contracting arrangement before it is implemented. The Administrator is authorized to approve a written contract between an ASA Provider and a public or private provider for emergency ambulance services within a County ASA only if the Administrator determines all of the following criteria have been satisfied:

- a) The ASA Committee has issued a written determination that the public or private provider has satisfied all elements contained in Section 9(3) of the ASA Ordinance.
- b) The contract term may not exceed four years, and may not be renewed without a determination from the ASA Committee that the public or private provider has met the service requirements of this Ordinance and the ASA Plan through the date of review.
- c) The contract must provide that it may be terminated at will by action of the Board, either by its own motion or upon a recommendation of the ASA Committee or the Administrator.

- d) Once the Administrator approves the contract, the public or private provider may provide emergency ambulance services in a County ASA only in accordance with the terms of the contract and the requirements of the ASA Plan.

5.05.31 Disaster Response All ASA Providers shall be actively involved in planning for and responding to any declared disaster within the County. Planning and response shall be in accordance with both a Mass Casualty Incident Plan and the County Emergency Operations Plan.

- a) **County Resources Other Than Ambulances** When in-county resources are required for the provision of EMS during a disaster, a request for additional resources may be made through the 9-1-1 center as follows:
 - (i) Fire resources may be requested through mutual aid, usually by authority of the senior fire officer or incident commander on site.
 - (ii) Law enforcement resources may be requested through mutual aid, usually by authority of the senior law enforcement officer on site.
 - (iii) Coordination for county resources other than emergency response agencies will be done through the PSAPs by activating Yamhill County Emergency Management (503) 434-4584 business number or (503) 434-6500.
- a) **Out of County Resources** When out-of-county resources are required for the provision of EMS during a disaster, a request for additional resources may be made through the appropriate PSAP as follows:
 - (i) through the Oregon State Conflagration Act, usually by authority of the Yamhill County Fire Defense Board Chief or incident commander on site.
 - (ii) Law enforcement resources may be requested through mutual aid, usually by the authority of the senior law enforcement officer on site.
 - (iii) Coordination for out-of-county resources other than emergency response agencies will be done through the PSAPs by activating Yamhill County Emergency Management.
 - (iv) Out-of-county resources will be coordinated through Yamhill County Emergency Management by coordinating with emergency management centers in adjoining counties:
 - 1. Polk County Emergency Management
 - 2. Clackamas County Emergency Management
 - 3. Tillamook County Emergency Management
 - 4. Lincoln County Emergency Management
 - 5. Washington County Emergency Management
 - 6. Marion County Emergency Management
 - (v) Resources needed beyond this will be coordinated through the State Emergency Management division by activating the OERS SYSTEM: 1-800-452-0311.

5.05.32 Mass Casualty Incident Plan The MCIP will provide guidance to EMS response personnel in the coordination of response activities relating to mass casualty incidents within the County, consistent with the Yamhill County Emergency Operations Plan. See Appendix A for Mass Casualty Incident Plan.

5.05.33 Creation, Maintenance, and Adoption of the MCIP Plan The County plan is created, in consultation with its Department of Emergency Management, the Fire Defense Board, law enforcement agencies, public health and neighboring jurisdictions, a mass casualty plan to be used in any mass casualty incident. The plan will be adopted after review by the Ambulance Service Area Committee and reviewed at minimum every 5 years. Provisions for mass casualty response will be included in all mutual aid agreements.

5.05.34 MCIP Coordination

- a) The highest-ranking officer on scene of the fire agency having jurisdiction of the incident may be the incident commander in all fire-related, mass casualty, and HAZMAT incidents. For other kinds of incidents,

refer to the Yamhill County Emergency Operations Plan. The incident commander may delegate authority for on-scene command and operation but will retain overall responsibility.

- b) The incident command system (ICS) will be utilized for overall scene management.
- c) The ranking EMT at the scene or the individual appointed by the incident commander will have overall responsibility for medical care and will work under the direction of the incident commander. Failure to establish the primary ICS positions of command, medical, triage, treatment, and transport early in the incident will lead to long-term problems and delays.
- d) The incident commander may determine the on-scene command frequency and staging area.

5.05.35 Response Guidelines

a) The Response Unit First on the Scene

- (i) Establishes command.
- (ii) Assesses nature and severity of incident.
- (iii) Advises appropriate 9-1-1 PSAP/s of situation.
- (iv) Advises County Emergency Management of incident.
- (v) Requests appropriate fire police, and EMS resources services.
- (vi) Establish appropriate objectives.
- (vii) Establishes medical branch: triage, treatment and transportation groups as soon as practical.
- (viii) Establishes fire or rescue division as needed.

b) Command Functions

- (i) Establish appropriate and effective incident command organization.
- (ii) Establish objectives and priorities.
- (iii) Develop / carry -out plan of action.
- (iv) Mitigate hazard / stabilize scene.
- (v) Prioritize rescue and extrication functions.
- (vi) Establish prompt triage and treatment of priorities within resources.
- (vii) Arrange rapid transport and documentation of patients.
- (viii) Coordinate order of mutual aid response.

5.05.36 Response to Terrorism Refer to Yamhill County Emergency Operations Plan for a complete outline of terrorism response. When resources are required, a request for additional resources may be made through the appropriate PSAP.

5.05.37 Personnel and Equipment Resources

a) Non-Transporting EMS Provider

- (i) When operating a non-transport EMS response unit in Yamhill County, all personnel must meet the requirements ORS Chapter 682 and OAR 333-255-0070 (1), (4) or (6).
- (ii) Anyone staffing a non-transport EMS response unit must not have consumed alcohol beverages in the eight hours before working or in any way be impaired by the ingestion of alcohol. Anyone staffing a non-transport EMS response unit must not be taking any medications or substances that would impair their ability to care adequately and safely for a patient.
- (iii) Each person staffing a non-transport EMS response unit and providing pre-hospital emergency medical care in the County is required to display their level of certification/licensure and, at a minimum, their name on the outermost garment of their work uniform and must make reasonable efforts to display this information under other circumstances. At a minimum, this uniform shall bear the name of the agency or ASA Provider providing the service. Reasonable exceptions are made for clothing used to protect the responders from injury or illness (i.e. turnouts, hazardous materials suits, personal protective garments, etc.)

- (iv) Each person staffing a non-transport EMS response unit and providing pre-hospital emergency medical care is required to wear a standardized uniform as determined by the employing agency. Uniforms shall be clean and free of excessive wear and tear and free of blood and/or bodily materials. Reasonable exceptions shall be granted to uniforms soiled during the course of providing service as long as they are cleaned and changed at the first appropriate opportunity.
 - (v) Each ASA Provider shall have in place a pre-employment and for-cause drug and alcohol screening program. This program shall be on file with the Administrator. Each ASA Provider shall have in place a criminal background check program. This program shall be on file with the Administrator. Upon a reasonable request by the Administrator, a criminal background check may be required of any person providing direct patient services.
- b) Hazardous Materials
 - (i) Refer to Yamhill County Emergency Operations Plan for a complete outline of hazardous materials response. When resources are required, a request for additional resources may be made through the appropriate PSAP.
- c) Search and Rescue
 - (i) Refer to Yamhill County Emergency Operations Plan for a complete listing of search and rescue response and resources. When resources are required, a request for additional resources may be made through the appropriate PSAP.
 - (ii) The majority of search and rescue within Yamhill County is provided by the Yamhill County Sheriff's Office through the Emergency Services Division. They are on-call and available on a 24-hour, 365-days-a-year basis. In many instances, Search and Rescue will act as first responders in remote areas that are inaccessible to conventional ambulances. Search and Rescue shall either transport to the nearest ambulance or, at their discretion, use the services of an air ambulance, whichever is medically appropriate. Search and Rescue teams have direct radio contact with all local ambulances, hospitals, and the 9-1-1 Centers. In winter months, Search and Rescue will respond to remote areas covered with snow and not accessible by the usual ambulance service. When ALS is needed, Search and Rescue will transport the ambulance crews to the patient. See Appendix B for Emergency Operating Procedures.
- d) Specialized Rescue
 - (i) Refer to Yamhill County Emergency Operations Plan for a complete listing of rescue response and resources. Some of the common required resources are listed below. When resources are required, a request for additional resources may be made through the appropriate PSAP. See Appendix B for Emergency Operating Procedures.
- e) Extrication Resources
 - (i) Each ASA Provider is responsible for assuring that extrication equipment is available within its ASA. Each ASA Provider is required to keep a current up to date list and provide it annually and upon request to the County.
 - (ii) Extrication equipment is available by the following jurisdictions within each Ambulance Service Area (ASA). Within ASA 1, extrication equipment is available through Dundee Fire at (503) 554-8442 and Tualatin Valley Fire & Rescue at 503-649-8577. Within ASA 2, extrication equipment is available through Amity at 503-835-2311, Carlton at 503-852-6233, Dayton at 503-864-3558, Lafayette at 503-864-2451, McMinnville at 503-435-5800, Willamina at 503-879-1709, and Yamhill at 503-662-4653. Within ASA 3, extrication equipment is available through Sheridan at 503-843-2467. Within ASA 4, extrication equipment is available through Grand Ronde at 503-879-3473.

5.05.38 Emergency Communications and System Access

a) Telephone; Public Safety Answering Points

- (i) 9-1-1 is the primary method for accessing EMS in each County ASA. The Yamhill Communications Agency and Newberg 9-1-1 center are the two primary PSAPs in the County that provide emergency and non-emergency medical dispatch services.
- (ii) In defining the ASAs, every effort was made to recognize the PSAP service boundaries. In areas outside a PSAP's designated control region, protocols must be in place to relay the information to the appropriate dispatching PSAP.
- (iii) In many areas, fire district boundaries were also considered in the development of this ASA Plan. Fire district boundaries usually provide a logical division of response areas by travel time and are consistent with population centers. These districts help to provide continuity of service delivery in fire, rescue, and EMS.

b) Yamhill Communications Agency

- (i) YCOM provides dispatch services for ASAs # 2-4 which include the majority of Yamhill County and northern portions of Polk County. Phone number: 503-434-6500
- (ii) Newberg Emergency Communications (NEWCOM) 911Newberg 9-1-1 provides dispatch services for ASA # 1, including the Cities of Newberg and Dundee, as well as the surrounding rural area.
- (iii) All Yamhill County 9-1-1 calls are routed to either YCOM or Newberg PSAPS and dispatched or relayed from their facilities.
- (iv) Each ASA Provider in Yamhill County must be capable of contacting and effectively communicating with both PSAPs via radio, telephone, and other specified communications technologies, such as mobile data terminals. The primary method of contacting the PSAPs is by radio.
- (v) Both YCOM and Newberg 9-1-1 are supported, in part, by user fees paid by ASA Providers in the County. ASA Providers will continue to be charged user fees in accordance with current PSAP user fee formulas. Phone number: 503-554-7720

c) Washington County Consolidated Communications Agency

- (i) WCCCA provides dispatch services for the TVF&R EMS units responding within any County ASA. Phone Number: 503-629-0111

d) PSAP Accreditation

- (i) Newberg 9-1-1 is currently accredited through the Oregon Accreditation Alliance. They must meet related standards and indicate the ability to maintain standards related to EMS for their duration of the contract.
- (ii) YCOM is currently seeking accreditation through the International Academy of Emergency Dispatch (IAED), using the Medical Priority Dispatch Systems (MPDS) and the Oregon Accreditation Alliance. YCOM must continually demonstrate its ability to meet performance and quality assurance process and standards required by IAED in order to maintain accreditation.
- (iii) YCOM implemented ProQA® in December of 2018 and expanded its quality assurance program to further meet certain IAED requirements. IAED certification site visits were paused due to COVID and account management transition.
- (iv) YCOM's quality assurance program is supported by their Supervising Physician and Program Manager, who participate in the Oregon/Washington Priority Dispatch Focus Group and attend national IAED Navigator® Conferences annually. Staff use the Priority Dispatch ProQA® Emergency Medical Priority Dispatching System (MPDS) for the processing of all medical calls. Quality assurance is measured by corresponding Priority Dispatch Advanced Quality Assurance (AQUA®) standards. Supervisory Staff are Certified EMD-Q's. For 2021, YCOM's Agency Performance Threshold (APT) was 8.82 for all calls.
- (v) In addition, EMD performance is measured for every sudden cardiac arrest case based upon the American Heart Association (AHA) standards. For 2021, agency wide, YCOM staff averaged 77

total seconds for the following steps to occur: problem description to cardiac arrest recognition, which averaged 24 seconds; cardiac arrest recognition to positioning the patient, which averaged 34 seconds; and positioning the patient to the delivery of the first compression, which averaged 19 seconds.

e) Dispatch Procedures

- (i) Yamhill County is a mixture of suburban, rural and frontier service areas. EMS services are provided by a mixture of career and volunteer practitioners who are available 24 hours a day.
- (ii) The dispatch system consists of the communication centers at YCOM and Newberg 9-1-1, with telephone answering and radio dispatch capabilities. The radio system consists of both two-way radio communications and radio-pager technologies, which provide one-way alerting and voice transmittal from dispatch and alpha-numerical paging that utilizes commercial telephone paging technology for one-way alerting and text messages
- (iii) The dispatch center obtains from the caller, and relays to the responders, at least the following information: the location of the incident, the nature of the incident, and any specific instructions or information that may be pertinent. In addition, the dispatch center will perform caller interrogation to determine the seriousness of the call and provide EMS unit pre-arrival instructions for rendering aid to the patient.
- (iv) Dispatch will transmit alert tones followed with location and nature of incident information concerning the call. If no response from duty personnel is received within five (5) minutes, then the dispatch center will re-alert the appropriate agency. If there is no response within three (3) minutes after the second alert, the next closest responder agency will be dispatched. The third alert will include the alert tones for the original agency as well as the next closest responder agency.
- (v) The first emergency medical responder to arrive and evaluate the scene and patient will notify other responding units of the situation. Based on the condition of the patient and the resources required to render appropriate aid, additional responding units may choose to continue to the scene or cancel their response.
- (vi) EMS personnel shall inform the dispatch center when any of the following occur: when an EMS unit becomes in-service; when an EMS unit begins responding from a location other than its station, in which case the unit will state the location from which it is responding; when an EMS unit is en route to the scene or to the destination, including the type of response; when an EMS unit arrives on the scene or at the destination; when the appropriate EMS unit reports on-scene and patient conditions; when any EMS unit at the scene reports what resources are required for the incident; when an EMS begins transporting the patient(s) to a hospital or other medical facility, including the number of patients and the name of the facility; when an EMS unit leaves the scene, if this is different from transport notification; when an EMS unit arrives at the destination or when it has arrived back at its station or quarters; and when an EMS unit is out of service with estimated unavailable time.

f) Dispatch Notification Times

- (i) Centers are required to answer requests for emergency assistance within 10 seconds, 90% of the time. Centers are required to dispatch all life-threatening medical calls within 3 minutes and all other medical calls within 4 minutes 90% of the time. Exclusions as defined by National Fire Protection Association (NFPA) 1221 or other industry's best practices may be considered. Data on notification times shall be provided and reviewed by the ASA Committee every 6 months.

g) Radio System Communications

- (i) Radios are the primary link between the dispatch centers and ambulances, as well as other emergency responders. All ASA Providers will utilize the dispatch services of the ASA PSAPs and possess radios capable of accessing all common fire channels within Yamhill County and

have the ability to communicate seamlessly with the ASA PSAPs and other ASA Providers and responders. The systems used by each ASA Provider must be capable of effectively receiving and transmitting voice and/or data messages on specific radio frequencies, designated by the County, as assigned by the coordinating PSAPs.

- (ii) All ambulances will maintain and use multi-channel mobile radios and multi-channel handheld radios. Radios and other communications equipment used by each ASA Provider must be compatible with PSAP procedures and meet the technical standards of systems used by YCOM and Newberg 9-1-1. It is each ASA Provider's responsibility to procure, install and maintain all technologies, or other equipment, used in the delivery of communications services. Essential communications equipment, as mutually defined by ASA Providers and PSAPs, will be installed in all ambulances and supervisory vehicles.
- (iii) All radio and telephone communications, including pre-arrival instructions and call time tracking, must be recorded on a mutually accessible media.
- (iv) Each ambulance must be provided with cellular telephones for supplemental communications capabilities as a backup system to radios.
- (v) PSAP radio systems must meet the following requirements: (1) be physically restricted to authorized personnel only; (2) meet National Fire Protection Association (NFPA) standards and all State or County standards; (3) maintain and use consoles with the ability to communicate with EMS providers and hospitals; (4) maintain and use emergency phone lines and primary radio frequencies that are recorded with a 24-hour, time-taped device capable of play-back to the desired second, which is equipped with a voice recorder for immediate play-back of distress calls; (5) store time-tape recordings for no less than 7 months; (6) utilize clear text/plain English for radio traffic; and (7) equip its center with a back-up power source capable of indefinitely maintaining all functions of the center in the event the regular power supply is interrupted.
- (vi) In 2016, during the transfer of ASA #1 from Newberg Fire District to Tualatin Valley Fire and Rescue (TVF&R), the primary dispatch center for ASA #1 changed. 9-1-1 calls in ASA #1 are answered by Newberg-Dundee Communications Center and then transferred to the Washington County Consolidated Communications Agency (WCCCA) for dispatch services. Because of this change, the Newberg 9-1-1 Center has transitioned to police dispatch only, routinely transferring EMD and Fire calls to WCCCA, and law enforcement calls outside the city limits of Newberg and Dundee, to YCOM.
- (vii) YCOM's dispatch system combines two-way radio communication and radio-pager technology with digital alpha-numerical notification and delivery. Digital paging is done via CAD interface, utilizing YCOM's two paging servers which provide capability of messaging through SMTP (email) and SMS (text) protocols. YCOM is a Pulsepoint® Connected organization, and simultaneously sends secondary notifications to both Pulsepoint® and Active 9-1-1 subscribers. Station alerting capability exists through SMTP and tone alerting radio interface.

h) EMS Dispatcher Training

- (i) An integral part of the EMS component of the PSAPs in the County is the employment of appropriately trained individuals using approved, standardized support tools for handling EMS calls. Therefore, all EMS dispatchers are required to successfully complete an Emergency Medical Dispatch (EMD) training course approved by the State of Oregon Department of Public Safety Standards and Training (DPSST) and to possess current DPSST EMD certification. Dispatchers must also possess current and verifiable First Aid/CPR certification.
- (ii) In addition: (1) each PSAP is responsible for acquiring and maintaining a State of Oregon approved EMD system; (2) each PSAP is responsible for ensuring all dispatch employees are certified as EMD dispatchers through the State of Oregon; (3) each PSAP is responsible for ensuring all dispatch employees are First Aid/CPR certified; (4) strict adherence to medical

dispatch protocol is required, except in the event deviation from protocol is clearly justified due to special circumstances; (5) compliance with EMD questions and pre-arrival instructions shall be a routine part of an integrated quality improvement process and shall be reported monthly with response statistics; and (6) if an automated EMD system is used, a manual back-up system with current EMD cards must be available in the event of system failure, and all dispatch employees must be trained and certified in the use of the manual card system.

- (iii) The PSAP shall provide comprehensive internal orientation and ongoing training and testing that encompasses EMD certification, CAD system use, system status management, geography, medical priority dispatch protocols, first responder notification protocols and procedures, air medical notification procedures, disaster management policies and procedures, voice radio system operation (including medical and field communications equipment), paging system conventions and uses, data radio system operations, radio telephone usage, and emergency operations center procedures.
- (iv) Communications personnel will be encouraged to attend any courses, conferences, or workshops that directly relate to their work and enhance their skills. The communications dispatcher's goal is to meet or exceed DOT Emergency Medical Dispatch Course Standards. Communications personnel must meet all current and future standards adopted by the State or County.

i) **Computer Aided Dispatch System**

- (i) The PSAP utilizes a computer aided dispatch (CAD) system to record dispatch information for all service requests. The CAD system is capable of tracking, at a minimum, the date, hour, minutes, and seconds of several time stamps throughout the EMS assignment for each unit engaged in the call.
- (ii) Dispatchers must be trained to complete mutually approved manual procedures for each dispatch of an ambulance when the computer system fails or becomes inoperable. Following the resumption of normal service of the CAD system, personnel must retroactively enter the data recorded on the manual dispatch cards during the outage into the CAD system.

j) **Data and Reporting Requirements**

- (i) The long-term success of an EMS system is predicated upon its ability to both measure and manage its operations. Therefore, each ASA Provider must maintain and provide detailed operational, clinical, and administrative data in an electronic format and manner that facilitates retrospective analysis. Security features preventing or recording unauthorized access or changes in data must be in place, including full audit trail documentation.

k) **Quality Improvement and Medical Control**

- (i) Each ASA Provider's electronic data system must be capable of capturing and reporting common data elements used within the EMS system. The PSAP's data system must be capable of demonstrating adherence to medical dispatch protocols, adherence to medical priority dispatch questioning, and provision of pre-arrival instructions.
- (ii) At least one employee from each ASA Provider will be assigned to participate in the quality assurance/improvement process utilized by YCOM and Newberg 9-1-1.

l) **Management of Personnel**

- (i) The PSAPs and ASA Providers are responsible for the management and supervision of their employees. ASA Providers, in conjunction with YCOM, Newberg 9-1-1, and WCCCA management, will cooperate in the resolution of problems and disputes.

5.05.39 Provider Selection

a) **Initial Assignment of ASAs**

- (i) Unless there has been more than one application made for an ASA franchise, any applicant who meets the application requirements and who was providing service on the effective date of the

ordinance adopting this ASA Plan shall be franchised to continue to provide Ambulance Service for the ASA in which the applicant was serving.

- (ii) If more than one application is made for an ASA franchise within 180 days of the effective date of the ordinance adopting this ASA Plan, then each application shall be considered by the ASA Committee for recommendation to the Board.

5.05.40 Reassignment

a) Franchise Term and Renewal

- (i) An initial Franchise issued under this ASA Plan shall be valid from the date of issuance for ten years and may be renewed.
- (ii) Not more than one hundred eighty (180) days and not less than ninety (90) days prior to the expiration of a Franchise granted under this ASA Plan, each ASA Provider who desires to renew a Franchise shall notify the Administrator. Any other Ambulance Service providers duly licensed in the State of Oregon to provide BLS or ALS ambulance service may also submit applications during this time frame.
- (iii) Review of all applications for renewal or assumption of a Franchise will be conducted in the same manner as the review of applications for the initial assignment of the ASAs.

b) Transfer of Franchises

- (i) An ASA Provider may transfer its Franchise to another entity only upon the Board's written approval of a written request to transfer the Franchise and the Board's approval of an application submitted by the replacement provider.
- (ii) The transfer of a Franchise must occur as follows: (1) the Board must approve the written request for a transfer at a public meeting; and (2) review of all applications for the transfer of the Franchise must then be conducted in the same manner as the review of applications for the initial assignment of the ASAs.

c) Early Discontinuance of Service by ASA Provider

- (i) An ASA Provider that intends to discontinue providing EMS and related service before the expiration of its Franchise must provide the Administrator with at least 180 days' written notice prior to discontinuing service. The Administrator shall notify the ASA Committee and then set a time by which applications must be submitted for the ASA franchise. The ASA Committee shall develop an interim plan for coverage of the ASA, using other existing ASA Providers and/or other available public or private resources until the ASA can be reassigned.

d) Temporary Reassignments

- (i) The Board may, on its own motion or upon a recommendation of the ASA Committee, issue a temporary certificate, valid for a stated period not to exceed twelve (12) months, entitling another current ASA Provider or another public or private Ambulance Service Provider to provide emergency ambulance service in all or part of the ASA. The Board may renew a temporary certificate for one additional six (6) month period.

5.05.41 Application for an ASA Any Ambulance Service provider duly licensed in the State of Oregon to provide BLS or ALS ambulance service may submit an application within 180 days of the effective date of the ordinance that adopts this ASA Plan to become a franchised provider of services in any County ASA or ASAs. The application shall be in writing and contain the following information:

- a) Legal name and address of applicant submitting application.
- b) "Doing Business As" (DBA) name of applicant submitting application.
- c) Owner(s)' of the applicant and their residential street address(s).
- d) Owner(s)' phone number and email address(es).
- e) Oregon ambulance service license number.

- f) Date of original licensure by the state of Oregon to provide ambulance services, with all renewal dates and a listing of any lapses in licensure.
- g) List of any actions taken against the applicant by the State of Oregon or any county within the state.
- h) Type/level of ambulance service proposed to be provided (Medical First Response, BLS or ALS)
- i) A list of vehicles to be used in providing emergency ambulance services in the ASA or ASAs, including the year, make and model, and verification that each vehicle is licensed by the state of Oregon.
- j) A list of personnel to be used in providing emergency ambulance service in the ASA or ASAs, the role of each person, and where applicable each person's current Emergency Medical Technician level and certificate number.
- k) The ASA or ASAs proposed to be serviced, both in narrative description form and by detailed map presentation.
- l) Reason designation is sought by applicant to provide ambulance services in each referenced ASA.
- m) Identification of the current ASA Provider serving each specified ASA.
- n) Whether the existing ASA Provider of each specified ASA agrees to relinquish said ASA to the applicant.
- o) If an existing ASA Provider has not agreed to relinquish the specified ASA to the applicant, then an explanation why the service the applicant proposes would improve ambulance services in the specified ASA.
- p) A statement as to whether or not the person would contract for any emergency ambulance services to be provided.
- q) An affirmative statement that the applicant is financially solvent and capable of providing the specified emergency ambulance services in the specified ASA.
- r) Report of any bankruptcy by applicant in the last five years.
- s) Submission with the application of audited financial statements for the applicant, if they exist. If not, the last three years' internal financial statements.
- t) The source of funding the applicant expects to receive in order to provide a sustained operation servicing the specified ASA.
 - (i) If funding includes billing for services, then the rates the applicant intends to charge for their ambulance services.
- u) Consistent with the Oregon Tort Claims Act, proof of general liability insurance coverage amounts not less than the following:
 - (i) \$150,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.
 - (ii) \$750,000 for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.
 - (iii) \$1 million to any claimant as general and special damages for all other claims arising out of a single accident or occurrence.
 - (iv) \$2 million for any number or type of claims, other than claims of damage to or destruction of property, arising out a single accident or occurrence.
- v) The fully completed and signed application must be submitted to the Administrator. Upon receipt of an application, the application shall be reviewed by the ASA Committee, which shall make a recommendation to the Board on whether to approve or deny the application. The assignment or reassignment of any ASA must be made by a written order of the Board.

5.05.42 Notification of Vacating an ASA Any ASA Provider who intends to cease operation or vacate the provision of services to an ASA, or any portion thereof, must prove at least six months' notice to the County, through the Administrator. The notice shall be in writing and state the reason for termination of ambulance services.

5.05.43 Maintenance Level of Service In the event an ASA Provider intends to cease operations and forfeit their designated ASA, said ASA Provider shall continue services for at least six months, or until the County is able to identify and assign a replacement Ambulance Service provider.

- a) In areas of the County where geographic or other limitations might hinder the adequate provision of ambulance services, the County may enter intergovernmental agreements with counties, cities or fire districts in order to provide efficient and effective ambulance service by means of public or private Ambulance Service Providers.
- b) In the event an ASA Provider is replaced or removed as the service provider of a County ASA for any reason, the ASA Provider will continue to provide services until such time as a new ambulance service provider can begin services. Each ASA Provider must cooperate fully with the County to ensure that any reassignment of an ASA does not disrupt ambulance service levels.

LEGISLATIVE HISTORY

Adopted via Ordinance No. 723 on 03/06/2003, effective 10/01/2003
Amended via Ordinance No. 736 on 02/25/2004, effective 03/04/2004
Amended via Ordinance No. 742 on 07/22/2004, effective 07/22/2004
Amended via Ordinance No. 751 on 12/21/2004, effective 12/21/2004
Amended via Ordinance No. 836 on 09/23/2009, effective 09/23/2009
Amended via Ordinance No. 843 on 10/14/2009, effective 10/14/2009
Repealed and replaced via Ordinance No. 945 on [MM/DD/YYYY], effective [MM/DD/YYYY]

Exhibit A

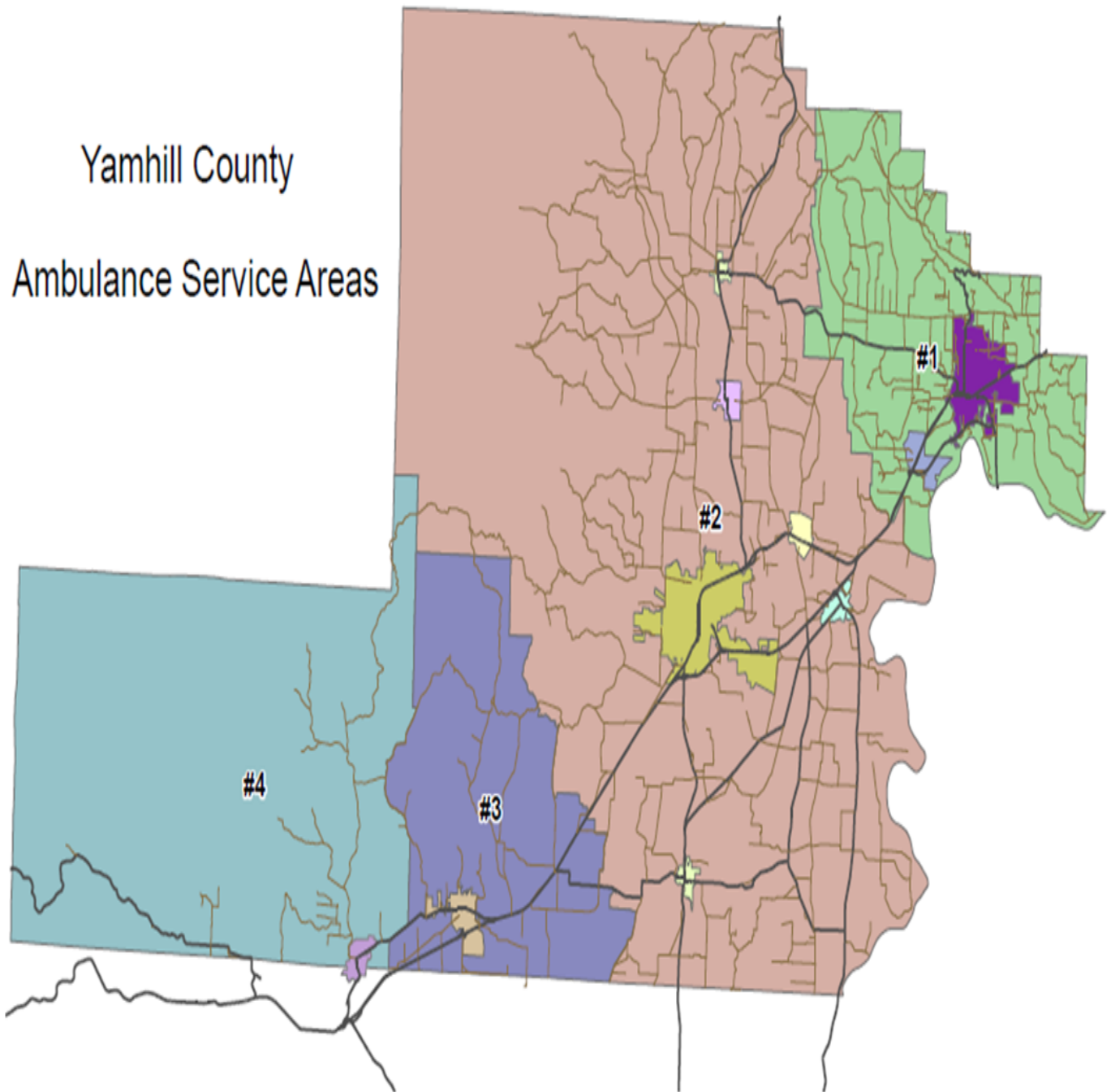


Exhibit B

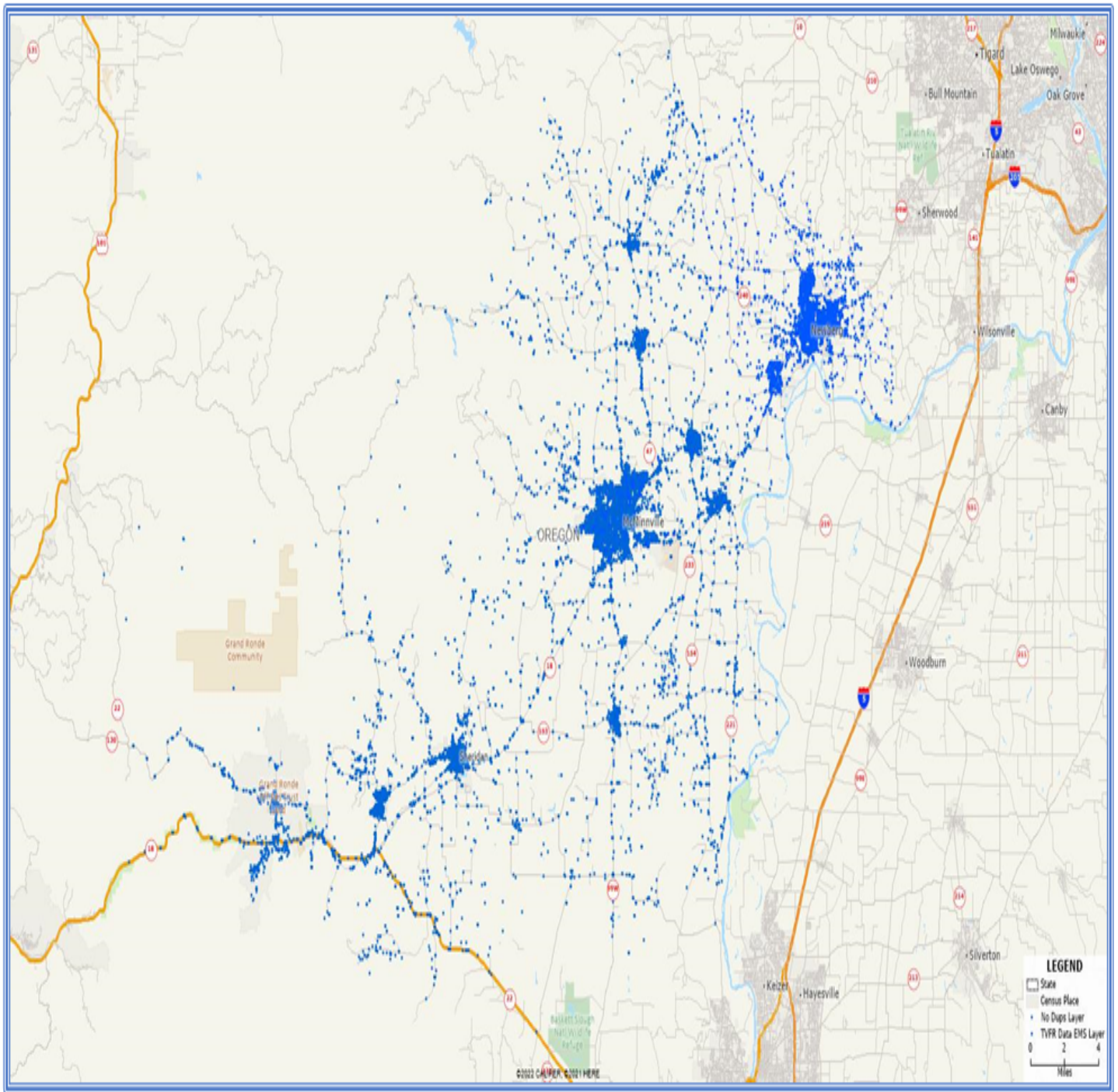


Exhibit C

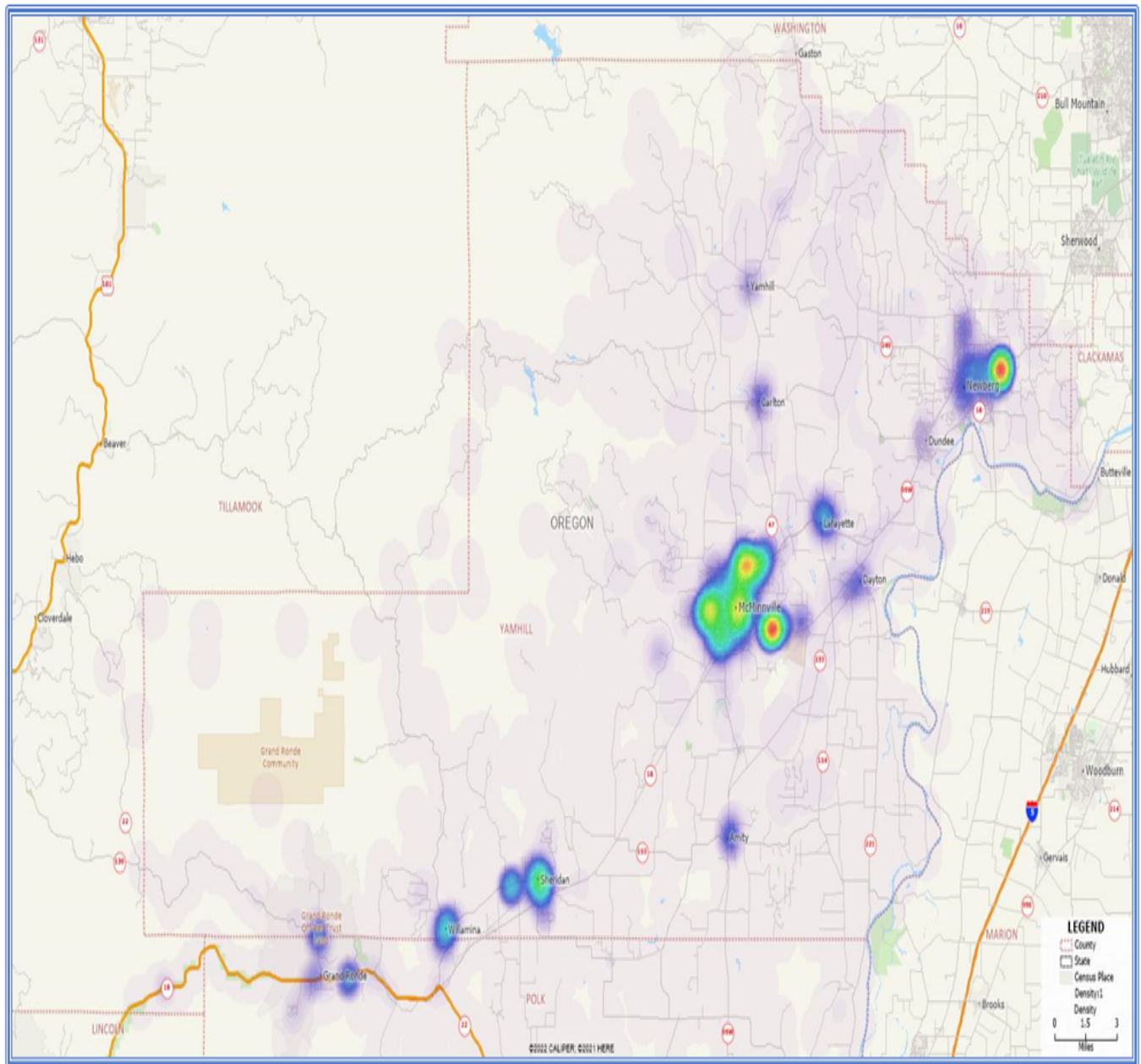
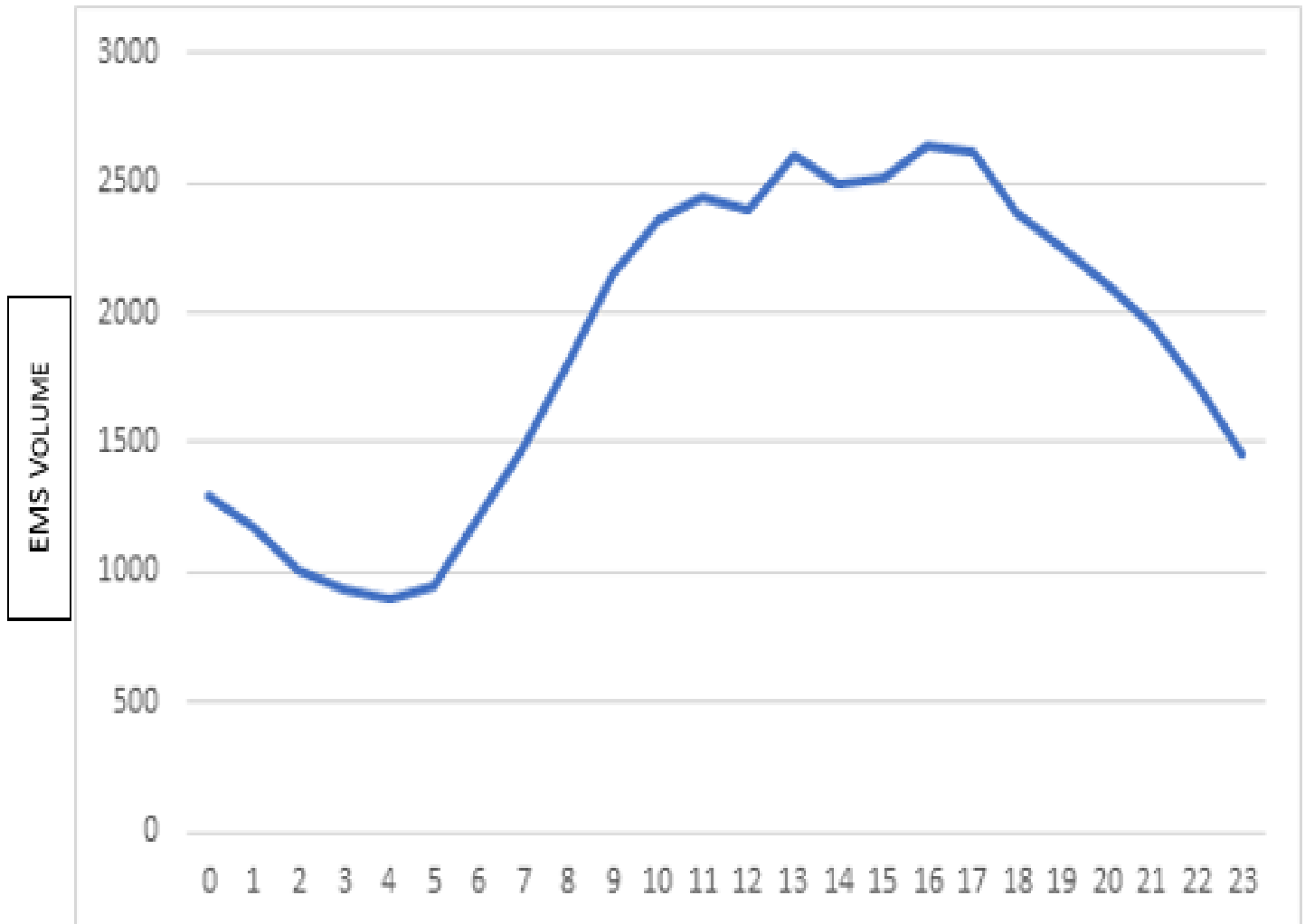


Exhibit D



Annual EMS Volume Distribution by Hour of the Day

Exhibit E

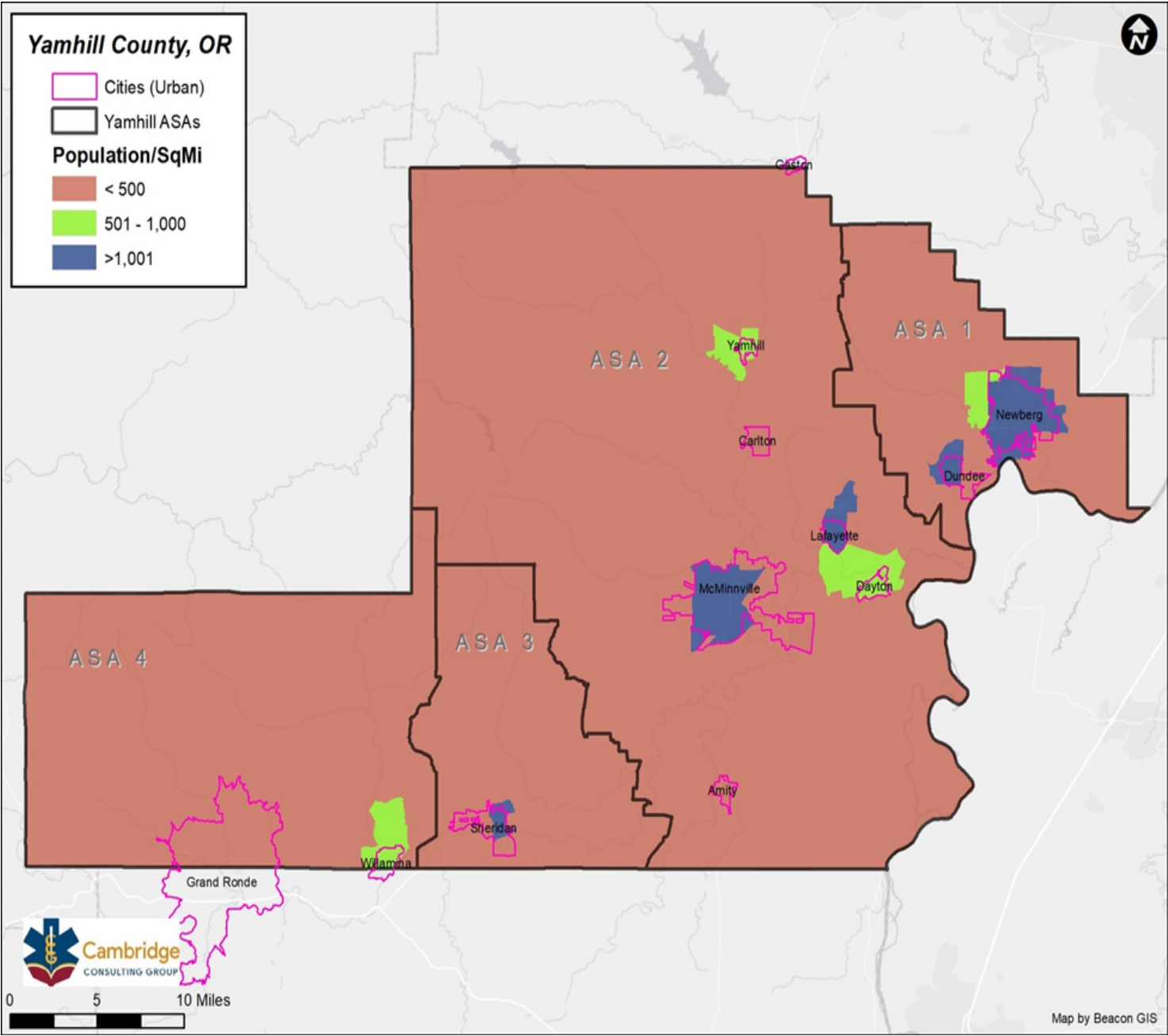


Exhibit F

EMS Response Level	Response Time Standard	Minimum Compliance
URBAN		
BLS	15 Minutes or less	90% ²
ALS	10 Minutes or less	90%

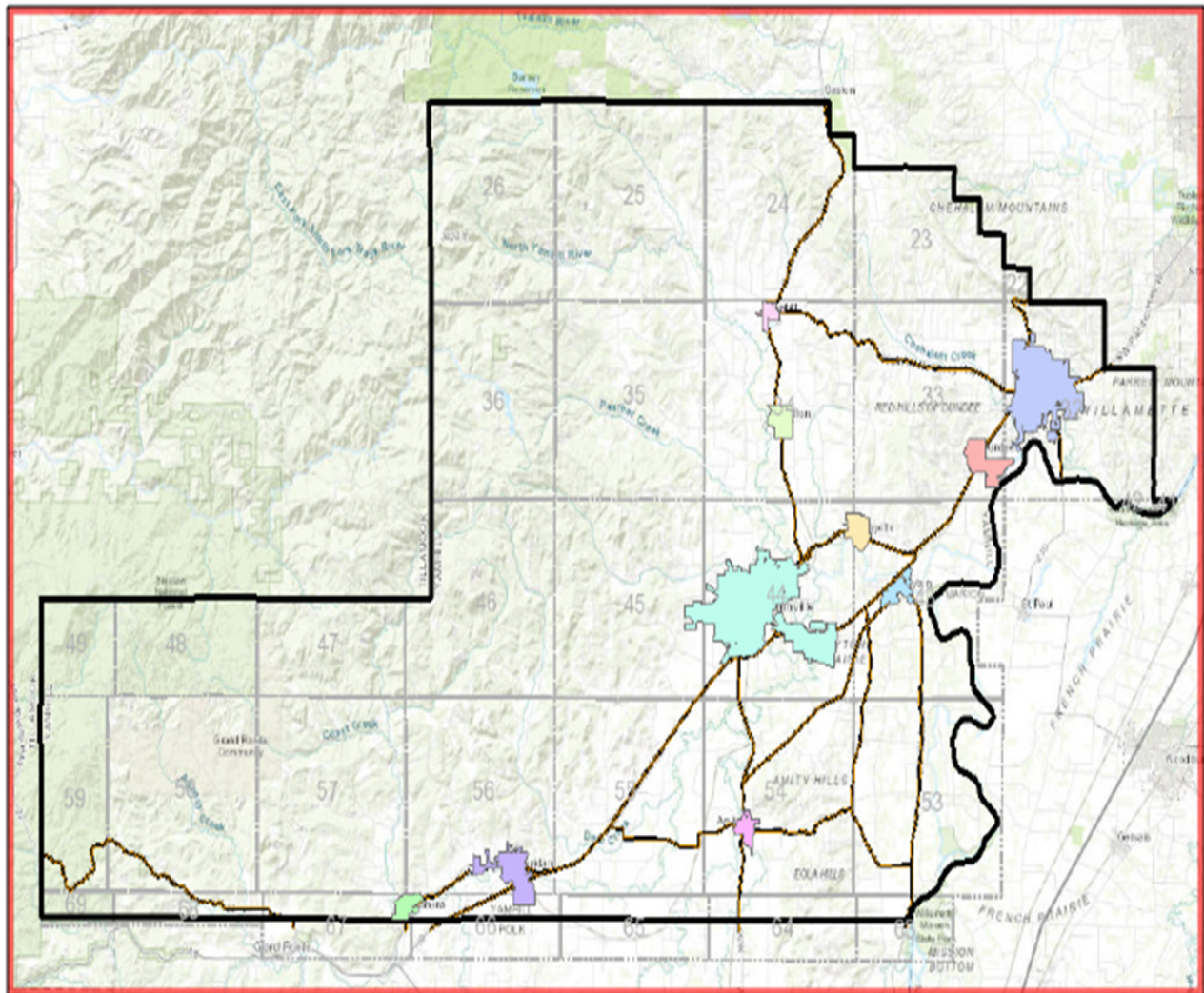
SUBURBAN		
BLS	17 Minutes or less	90%
ALS	12 Minutes or less	90%

RURAL		
BLS	40 Minutes or less	90%
ALS	35 Minutes or less	90%

FRONTIER		
BLS & ALS	Best Effort	

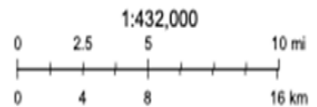
Exhibit G

Yamhill County Map



December 19, 2022

City Limits	Dayton	Lafayette	Sheridan	County
Amity	Dundee	McMinnville	Willamina	County Roads
Carlton	Gaston	Newberg	Yamhill	Townships

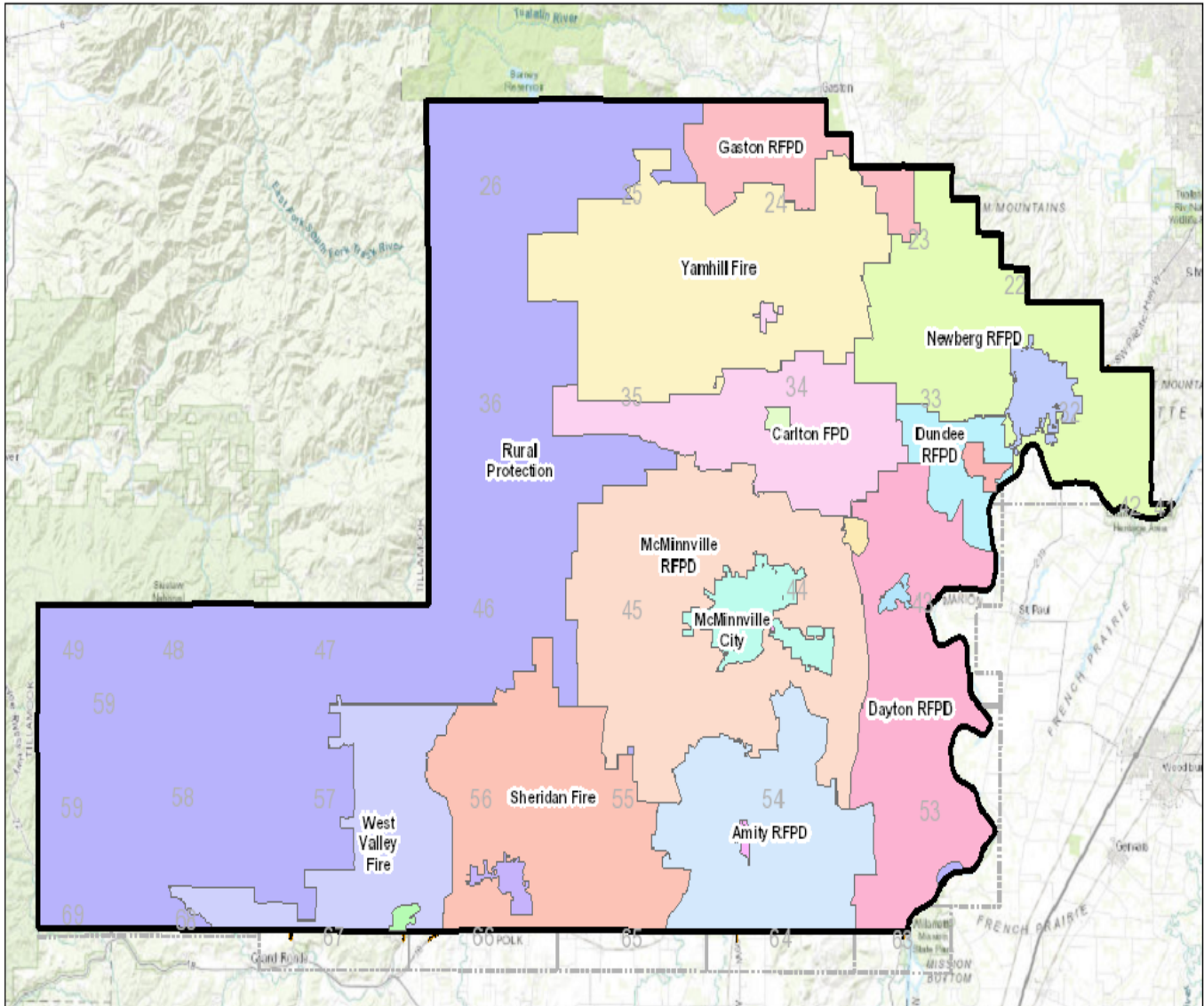


1:432,000
Oregon Metro, Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri, Canada, Esri, HERE, Garmin,

Yamhill County GIS
Yamhill County 2018

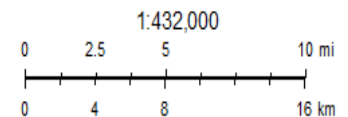
Exhibit H

Yamhill County Map



December 19, 2022

City Limits	Dayton	Lafayette	Sheridan	County	Carlton FPD	Dundee RFPD
Amity	Dundee	McMinnville	Willamina	Fire Districts	Dayton RFPD	Gaston RFPD
Carlton	Gaston	Newberg	Yamhill	Amity RFPD	Dundee City	Lafayette City



Oregon Metro, Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GED, Esri Canada, Esri, HERE, Garmin,

Yamhill County GIS
Yamhill County 2018

Exhibit I

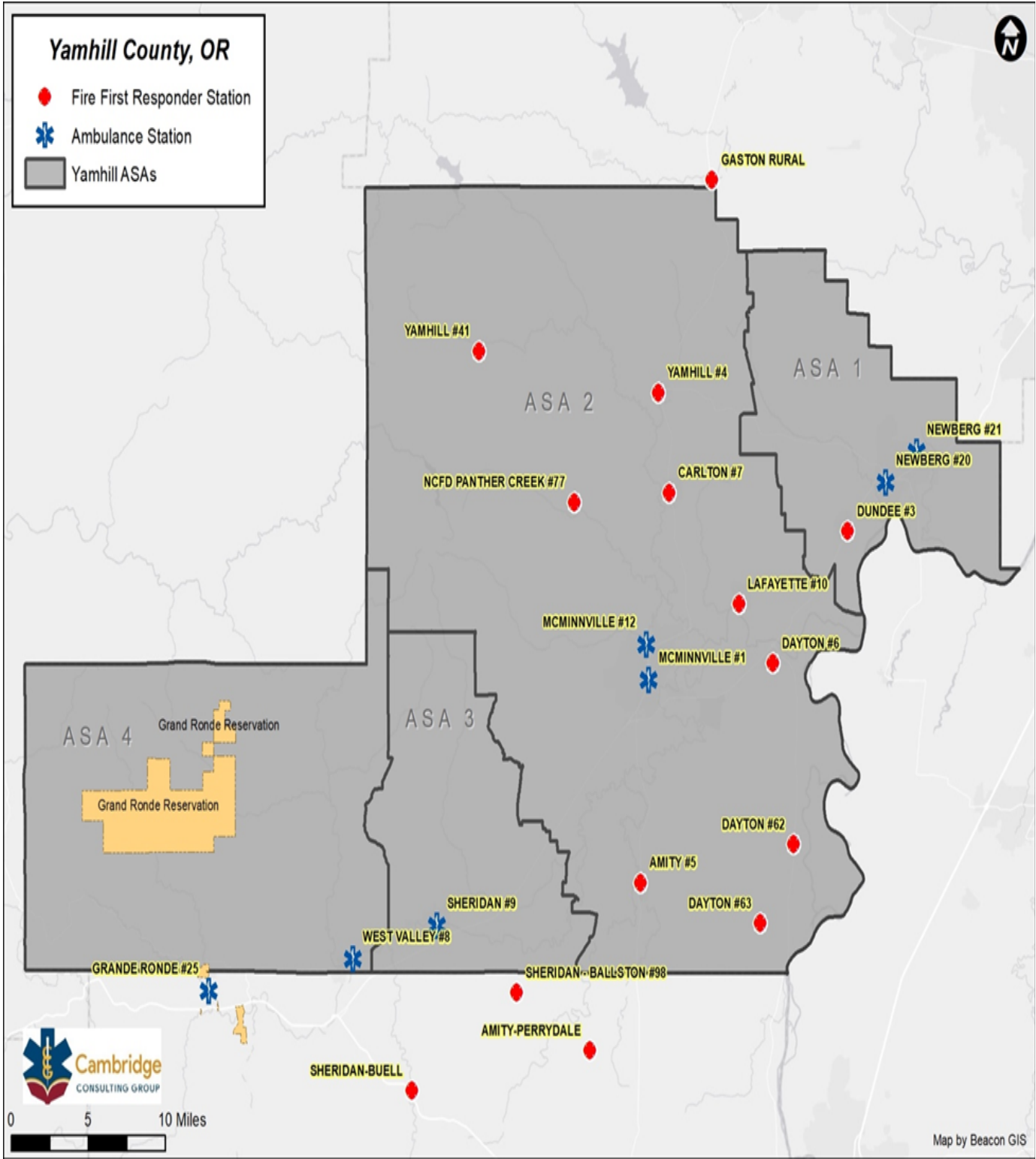


Exhibit J

ASA	ASA 4							ASA 3							ASA 2							ASA 1							SYSTEM						
HR↓Day→	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	3	2	2	2	3	2	2	2	2	2	2	1	2	2	7	6	6	6	6	6	6
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Agenda Item I2

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 I3

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

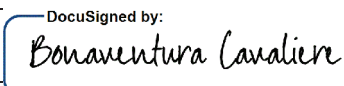
Exhibit B - Statement of Work

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
---	---

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 I4

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:

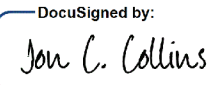
Authorized Signature

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 I5

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 I6



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

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 Amending the Yamhill
County Transportation System Plan to
Remove the Yamhelas Westsider Trail Project;
Setting the Effective Date

ORDINANCE _____

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

THE BOARD ADOPTS THE FOLLOWING FINDINGS:

WHEREAS, The County originally adopted its Transportation System Plan (TSP) in 1996 via Ordinance No. 605 to satisfy the mandate under Oregon’s Statewide Planning Goal 12 that all counties adopt a TSP as part of their comprehensive plan; and

WHEREAS, As required under OAR 660-12-0150, Ordinance No. 605 contained a list of transportation projects that the County expected to bring to fruition within 20 years; and

WHEREAS, In 2012, the Board adopted Ordinance No. 880 amending the County’s TSP to state County support for a “Rail with Trail” called the “Yamhelas Westsider Trail Project” (the “Trail”); and

WHEREAS, The County amended its TSP again in 2015 via Ordinance No. 895, and incorporated new and restructured transportation policies and goals, including an objective to support the development of the Trail; and

WHEREAS, The County amended its TSP again in 2018 via Ordinance No. 904 to further describe the County’s efforts taken to construct the Trail

WHEREAS, Ordinance No. 904 was appealed to LUBA and remanded under LUBA No. [2018-061](#); and

WHEREAS, In response to LUBA’s remand, the County repealed Ordinance No. 904 and attempted to approve the trail on remand under Board Order No. 19-94, but LUBA again remanded the County’s decision under LUBA No. [2019-047](#); and

WHEREAS, The County made further attempts to approve and develop the Trail under Board Order 20-25, which was also remanded under LUBA No. [2020-032/033](#), with LUBA

ultimately finding the County's conduct in pursuing development of the Trail was so egregious that LUBA awarded the Petitioners' \$47,533.43 in attorney fees and expenses; and

WHEREAS, The County tried to reapprove a conditional use permit for the Trail under Board Order 20-164 and reauthorize a Trail bridge development contract under Board Order 20-178, but both decisions were again remanded under LUBA No. [2020-066/67](#); and

WHEREAS. The common theme in each of the failed LUBA appeals was that the Trail did not demonstrate that it met the Farm Impacts Test under ORS 215.296; and

WHEREAS, On October 2, 2025, the Board adopted Board Order 25-325, directing the Planning Director to initiate a legislative amendment to the Transportation System Plan to remove the Trail as a future transportation project; and

WHEREAS, On December 4, 2025, the Planning Commission conducted a public hearing on the proposed legislative amendment under Docket No. G-01-25, and the Planning Commission unanimously recommended that the Trail be removed from the County's Transportation System Plan; and

WHEREAS On January 22, 2026, the Board conducted a public hearing on the proposed legislative amendment under Docket No. G-01-25, which was continued until January 29, 2026, at which time the Board voted 2-1 to remove the Trial from the County's Transportation System Plan; and

WHEREAS, The Board finds that it no longer wishes to pursue the Trail because it does not believe that the Trail can successfully pass the Farm Impacts Test in ORS 215.296, and the effort to attempt to do so has been both expensive for the County and divisive in the community; and

WHEREAS, The Board now wishes to repeal Ordinance No. 880 and remove the references to the Trail in the TSP; and now, therefore

THE BOARD ORDAINS AS FOLLOWS:

Section 1. Repeal of Ordinance 880. Ordinance No. 880 is hereby rescinded and repealed in its entirety.

Section 2. Amendment of Ordinance 895. Ordinance No. 895 is hereby amended as follows:

a. Staff Report

All references to the Yamhela's Westsider Trail, including all references to ordinances adopting it, are hereby deleted.

b. Section 1: Executive Summary; Bicycle and Pedestrian Improvements; Page 14

Deletion of the following language: "In addition to the shoulder and lane widening

improvements, the Yamhela's Westsider Trail is also recommended, which will run parallel to OR 47 between OR 99W and Gaston."

- c. Section 7: Goals, Objectives, and Evaluation Criteria; Goal 4: Increase the Quality and Availability of Pedestrian and Bicycle Facilities; Page 57
Deletion of the following language under Goal 4's third bullet: "Objective 3: Support the development of the Yamhela's Westsider Trail."
- d. Section 9: Public Process, Figure 13: Priority Improvement Locations; Page 72
Removal of the Yamhela's Westsider Trail, identified as green line "B", in its entirety from Figure 13.
- e. Section 9: Public Process; Proposed Bicycle and Pedestrian Improvements; Page 77
 - Deletion of the following bullet: "b. OR 47 between OR 99W and Washington County line."
 - Deletion of the following language: "The only exception to the lane/shoulder widening improvements is for OR 47 between OR 99W and the Washington County line. Here, the planned Yamhela's Westsider Trail was proposed, which will run parallel to OR 47, with connections via OR 47 and intersecting county roads."
- f. Section 10: Recommended Transportation System Improvements; Bicycle/Pedestrian Improvements; Page 89
Deletion of the following language: "In addition to the shoulder and lane widening improvements, the Yamhela's Westsider Trail is recommended (see Figure 13). The trail will run parallel to OR 47 from OR 99W to Gaston, linking up with the State Highway Bicycle trail to Forest Grove and to Hagg Lake. The cities of Gaston, Yamhill and Carlton are situated along the trail. Access will be available from intersecting county roads and nearby OR 47."
- g. Section 10: Recommended Transportation System Improvements; Table 4: Recommended Bicycle and Pedestrian Improvements; Page 90
Complete deletion of Row B: OR 47 - OR 99W to Washington County.

Section 3. Findings. In support of this Ordinance, the Board adopts the findings set forth in Exhibit A, attached hereto and incorporated herein.

Section 4. Severability. Invalidity of a section or part of a section of this Ordinance shall not affect the validity of the remaining sections or parts of sections.

Section 5. Effective Date. The first reading of this Ordinance occurred on February 26, 2026; the second reading on March 12, 2026. The effective date of this Ordinance shall be June 10, 2026.

//

DATED this _____ day of March, at McMinnville, Oregon.

YAMHILL COUNTY BOARD OF COMMISSIONERS

ATTEST

AYE NAY

KERI HINTON
County Clerk

Chair KIT JOHNSTON

By: _____
Deputy CAROLINA ROOK

Commissioner MARY STARRETT

FORM APPROVED BY:

Jodi Gollehon
Counsel to Yamhill County

Commissioner DAVID “BUBBA” KING

Agenda Item I8



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 X
How will water be provided for event? Well City X 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)*

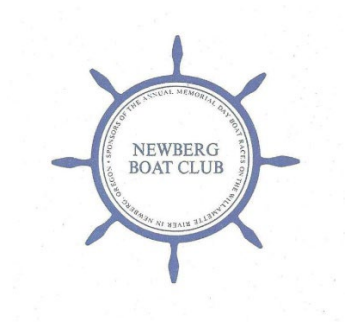
City/County/State Agency Representative Signature

Date

State Boating Law Administrator (BLA) Signature

Date

Printed BLA Name: _____



February 4, 2026

Traffic Flow Pattern for the 2026 Memorial Weekend Boat Races - May 23-24, 2026

Newberg Boat Club/ Columbia Outboard Racing Association

Most all of the traffic comes down South River Street.

Boat racers and volunteers who are helping at the race will turn left off of South River Road onto NE Rogers Landing Road. There is a manned gate at the entrance to the park that only allows volunteer's cars and race trailers down to the landing.

Parking for General Admission is located to the right off South River Road, into a field just south of the railroad tracks, there will be volunteers, Boy Scouts or Venture Crews at this entry point to help people park. Two Shuttle Vans will transport people from the parking lot at the entrance of NE Rogers Landing Road down to the race site. (Rogers Landing Parking Lot)

Any thru traffic will continue on down South River Street turning right onto East 14th, any traffic coming up east 14th will continue up South River Street.

Denise Johnson

Newberg Boat Club/Columbia Outboard Racing Association

Agenda Item J2

Public Hearing Docket

P-10-25

<https://www.yamhillcounty.gov/DocumentCenter/View/19456/P-10-25-BOC-Hearing-Packet-PDF>