

1. Public Comments

Documents:

[021926 PUBLIC COMMENTS.PDF](#)

2. Agenda

Documents:

[021926 AGENDA.PDF](#)

3. Packet

Documents:

[021926 PACKET.PDF](#)

WRITTEN PUBLIC COMMENTS RECEIVED
PRIOR TO THE
BOARD OF COMMISSIONERS' SESSION
ON
Thursday, February 19, 2026
AT
10:00 A.M.

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

(503) 434-7501

OR

BOCINFO@yamhillcounty.gov

From: [Jack Vining](#)
To: [BOC Info](#); [Kit Johnston](#); [Mary Starrett](#); [Bubba King](#)
Cc: jvining@macnet.com; ["Heather Traff"](#); ["Nick Gardner"](#); pmcrowley1@gmail.com; ["Doug LeGrady"](#)
Subject: Hidden Hills Road
Date: Monday, February 16, 2026 4:54:22 PM
Attachments: [Memo on associations 09-19-06.pdf](#)
[Road Map.docx](#)
[Neighborhood map.pdf](#)

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

Dear Commissioners,

I am writing you on behalf of Hidden Hills property owners. We have brought issues with our road to you in the past, (see "Memo" attached), back in 2006. At the time was an issue with our bridge needing repairs. At the time, Hidden Hills Rd was designated a "Local Access Road/LAR", for which the county was not responsible for any repairs. We are again facing a potential bridge issue regarding nearby creek erosion, and the jeopardy of the integrity of the bridge. This road access is vital for the 45 property owners in this subdivision. It appears there are several exceptions to the county expenditure policy on LAR, as mentioned in the Memo above, and perhaps the county road department could declare this an emergency allowing the county to cover the cost to stabilize the bridge issue. Another option suggested by recent legal counsel, given the property tax base revenue of the 45 property owners, would be to have the road status changed from a LAR to a public county road, allowing the county to take over the maintenance responsibility. Another issue we face in this subdivision complicating the finances, is that not all property owners are willing to contribute to the expense of maintaining the road and bridge, leading to division.

Thus, we are asking that the road designation to be changed to a county public road, and to have the county aid or assume the responsibility for the bridge issue. If an in-person meeting would be more appropriate to discuss this, please let us know. Also, if there is anything else that we can provide, please do not hesitate to ask.

Your consideration is much appreciated.

Jack Vining
14825 SW Hidden Hills RD
McMinnville, OR 97128
503 472-0203

Yamhill County, Oregon

Office of County Counsel

Courthouse • 535 NE Fifth Street • McMinnville, Oregon 97128
Phone: (503) 434-7502 • Fax: (503) 434-7553

September 19, 2006

John M. Gray, Jr.
County Counsel

Rick Sanai
Assistant County Counsel

Carol Ann White
Paralegal

MEMORANDUM

TO: Board of Commissioners
William A. Gille, Director of Public Works

FROM: John M. Gray, Jr., County Counsel

RE: Methods to fund maintenance of local access roads; formation of homeowners or road association; creation of special road district

You asked my opinion as to whether formation of a homeowners association or road association would benefit land owners whose access is provided by a local access road. It is my opinion an association would benefit land owners. While a special road district also establishes a funding mechanism for maintenance, I believe an association is generally preferable. This memorandum provides some background for my opinion.

As a preliminary matter, it is appropriate to distinguish between various types of roads under the jurisdiction of the Board of Commissioners. Chapter 368 from the Oregon Revised Statutes provides the relevant authority. Some statutory definitions are important.

A "road" is defined as follows:

"Road" means the entire right of way of any public or private way that provides ingress to or egress from property by means of vehicles or other means or that provides travel between places by means of vehicles. "Road" includes, but is not limited to:

- (a) Ways described as streets, highways, throughways or alleys;
- (b) Road related structures that are in the right of way such as tunnels, culverts or similar structures; and

(c) Structures that provide for continuity of the right of way such as bridges.
ORS 368.001(6).

A “public road” means “a road over which the public has a right of use that is a matter of public record.” ORS 368.001 (5).

A “county road” means “a public road under jurisdiction of a county that has been designated as a county road under ORS 368.016.” ORS 368.001(1).

A “local access road” means “a public road that is not a county road, state highway or federal road.”

ORS 368.031 governs local access roads such as Hidden Hills Road. It provides as follows:

A local access road that is outside a city is subject to the exercise of jurisdiction by a county governing body in the same manner as a county road except as follows:

- (1) A county and its officers, employees or agents are not liable for failure to improve the local access road or keep it in repair.
- (2) A county governing body shall spend county moneys on the local access road only if it determines that the work is an emergency or if:
 - (a) The county road official recommends the expenditure;
 - (b) The public use of the road justifies the expenditure proposed; and
 - (c) The county governing body enacts an order or resolution authorizing the work

Thus, to the extent money is available in the county road fund, a county is obligated to maintain a “county road.” Conversely, unless an exception in ORS 368.031 is met, a county governing body is barred from spending county moneys on a local access road.

The result of the statutes cited above is that land owners served by a local access road are responsible for maintaining the road and any bridges providing for the continuity of the right of way over the local access road.

MEMO TO BOARD

September 19, 2006

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In my opinion, there are two effective ways for land owners to properly maintain local access roads. One way is to form a taxing district such as a special road district under ORS Chapter 371. The other way is to form a homeowners association or road association. Based on my experience, the most effective maintenance method is via a homeowners or road association rather than a taxing district. This is primarily for two reasons.

First, the formation of a special road district is a fairly complicated process that can last for a long period of time. Persons interested in forming a district are responsible for the formation process, typically through an initiative process. Often, it is necessary for those persons to engage legal counsel to guide them through the formation process. (Our office is prohibited from giving legal advice to any entity or person other than the County and its officers, employees and agents. In any district formation, there are various steps that usually require informed counsel.)

Once district formation is approved by the Board, the formation order is submitted to the Department of Revenue. When the Department is satisfied, it issues an order recognizing the district. Provided the Department's order is issued prior to March 31 of a year, taxes are collected on behalf of the district the following November. Thus, if the Board issued a formation order for the special road district in May, 2007 taxes could not be collected until November, 2008.

Second, a special road district is a governmental entity subject to the same operating requirements as any other governmental entity. This means it is required to follow local budget law, including auditing requirements. Members elected to the Board of Directors take on substantial role, particularly directors of a newly formed district.

On the other hand, a homeowners association or road association is a private entity not subject to local budget law. While legal counsel should be engaged to help land owners create an association, the process to create an association is much simpler than forming a special district. The group can determine the nature and powers of the association, together with the funding mechanism. Once the association is formed, revenue can begin to be generated immediately, much sooner than a taxing district would allow.

Perhaps the best example in Yamhill County of a road association created to maintain a local access road and resolve a number of different road issues is the Woodland Heights Road Association. That association was formed to deal with a number of issues regarding Woodland Loop Road off Star Quarry Road. While not all land owners adjoining the road joined the road association, the vast majority did. The president of the association is a man named Bob Sullivan. His telephone number is in the telephone book.

MEMO TO BOARD

September 19, 2006

Page 4

Of course, there are always trade-offs. A special road district, once formed, will generate revenue for road maintenance from all land owners within the district. If a special road district is ultimately formed, land owners have no choice whether or not to join. Land within the district is taxed on behalf of the district, and land owners are required to pay the tax as a property tax. If property taxes are delinquent for three years, the County institutes a tax foreclosure proceeding against the subject property.

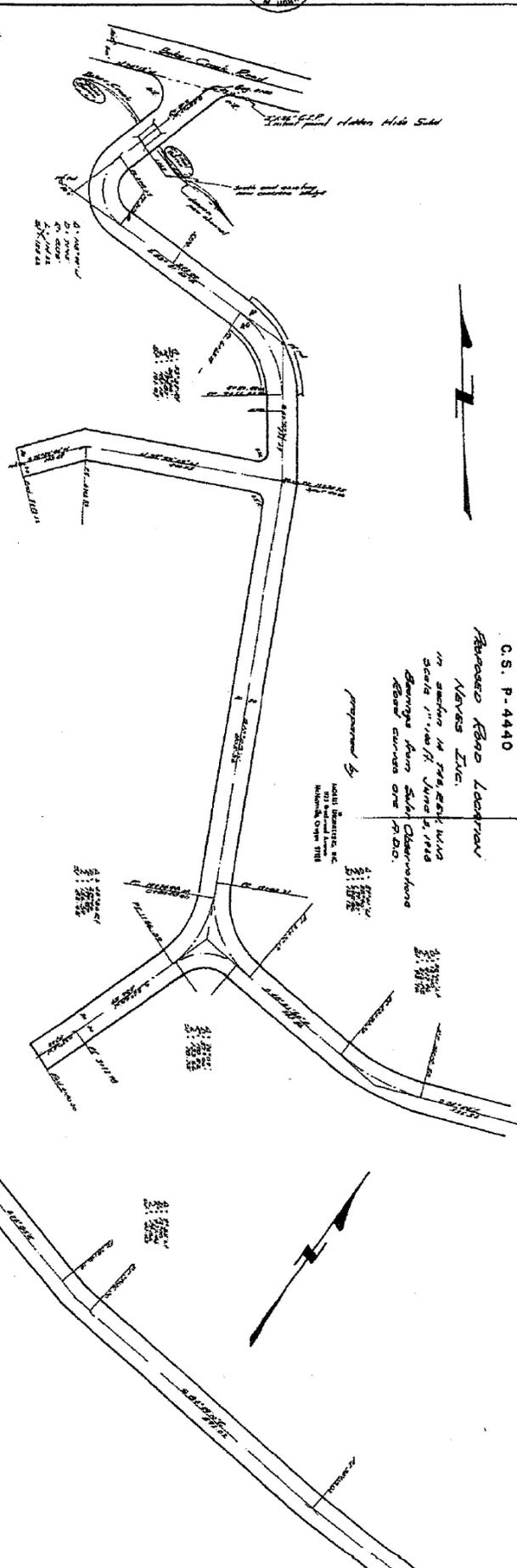
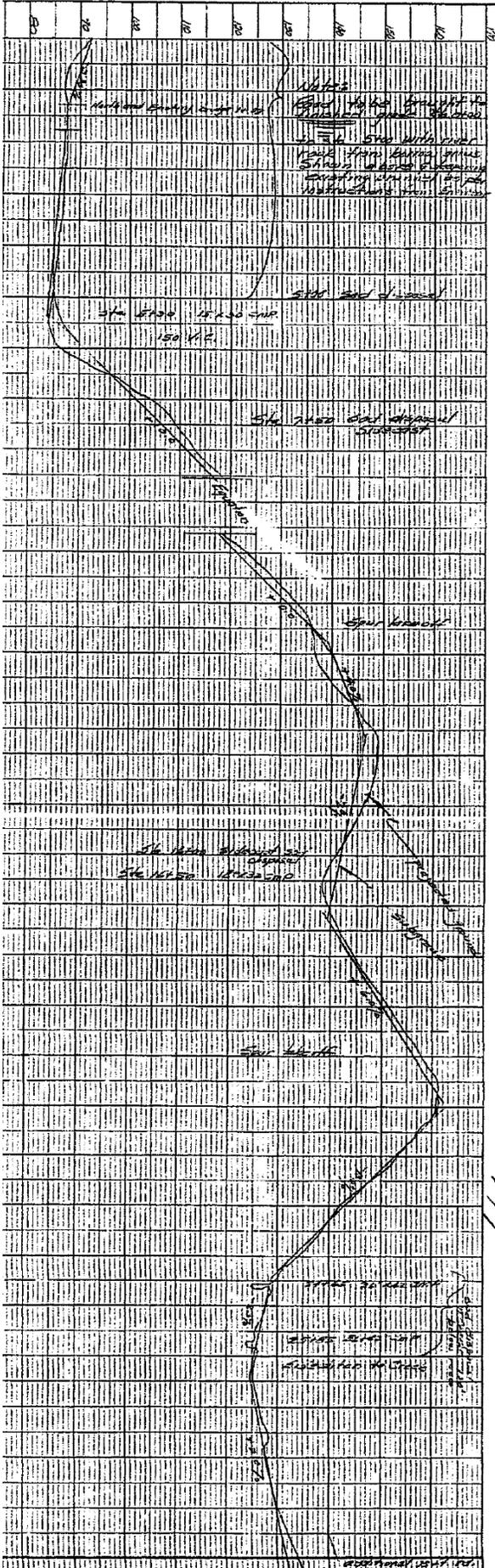
There are certainly other ways to fund maintenance of local access roads, but I believe the examples cited above are the best methods. Of the methods cited, I believe an association generally works better because it provides operating funds quicker and grants more flexibility to the land owners in designing the entity.

If you have further questions, please feel free to contact me.

jmg

PROFILE
 SHEET NO. 1
 PROJECT NO. 100-1000
 CONTRACT NO. 100-1000
 DATE 10/1/54
 SHEET 1 OF 1

PLAN
 SHEET NO. 1
 PROJECT NO. 100-1000
 CONTRACT NO. 100-1000
 DATE 10/1/54
 SHEET 1 OF 1



U.S. P-4440

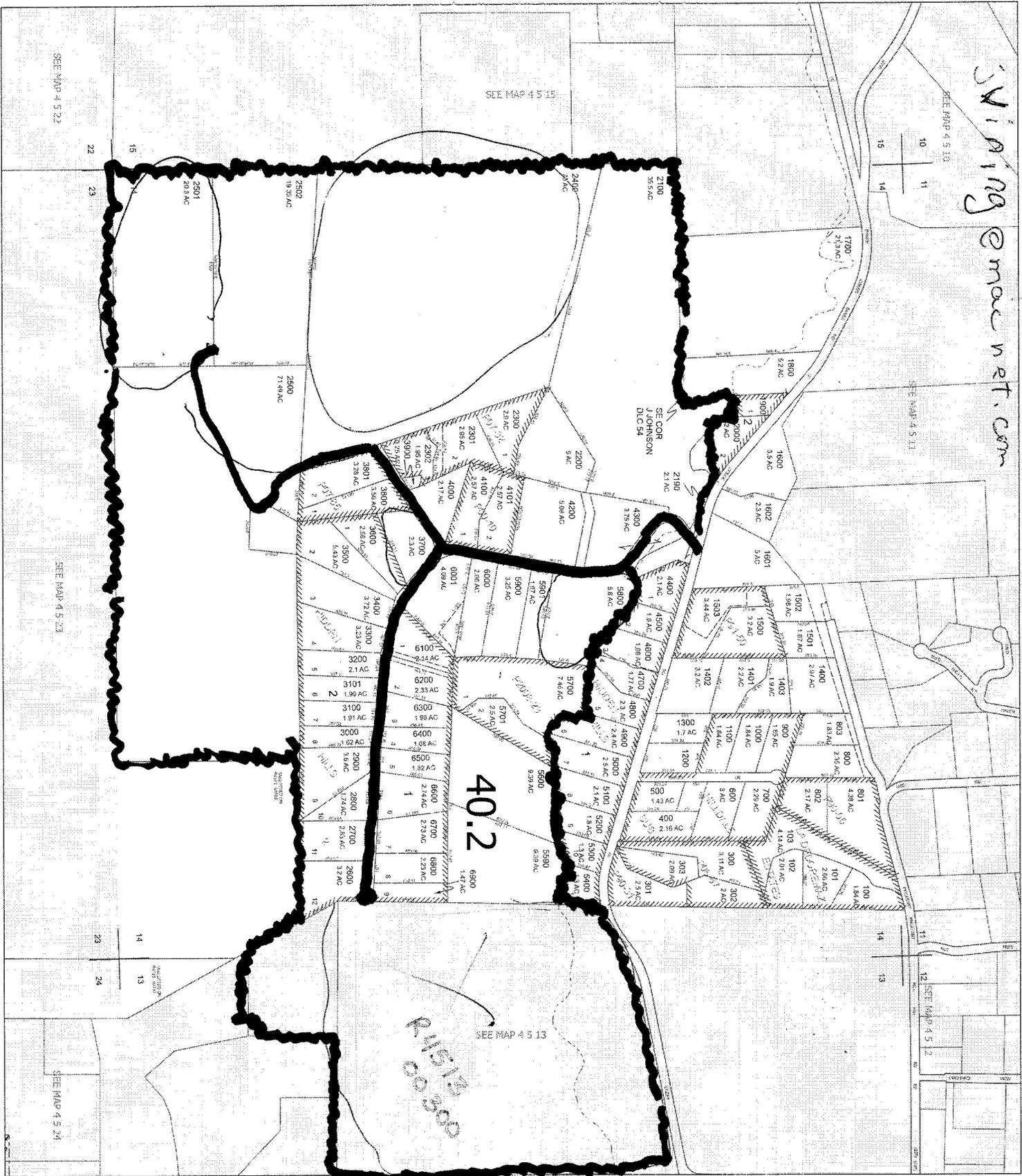
Proposed Road Location
 Nevada Inc.

No section to be made with
 Section 11, 12, 13, 14, 15, 16, 17, 18
 Damage from such observations
 Road curves one P.O.O.

prepared by
 HILL, HARRIS, & CO.
 311 Second Street
 National City, Mo. 64108

Sacke, Virginia

winning@mac.net.com



ASSESSMENT & TAX
 CARTOGRAPHY
 SEC. 14 T4 S, R5 W, WM.
 1"=400'

- Tank Boundary
- - - Historical Line
- /// Subdivision/Tank Boundary
- Railroad
- Water Body (Non TL Boundary)
- DLC Boundary
- DLC Corner
- Tax Levy Code Boundary
- Map Index Boundary

CANCELLED PARCELS
 6002
 5000
 200
 190

MAP DATE: 7/30/2025
 This product is for assessment and taxation (AST) purposes only and has not been prepared or is suitable for legal engineering, surveying or any purpose other than assessment and taxation.

YAMHILL COUNTY BOARD OF COMMISSIONERS

AGENDA

February 19, 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:

Personnel

1. Approval to authorize Leave Without Pay (LWOP) for employee #5482 retroactive to February 02, 2026, with an anticipated end date of February 27, 2026.

Committees

2. Approval to reappoint Elsa Pantoja and Monica Saunders to the Employee Safety Advisory Committee each to a two-year term set to expire on March 18, 2028.
-

H. OLD BUSINESS:

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

1. Consideration of approval of an Intent to Award the 2026 North Valley Rd Full Dept Repair (FDR) & Culvert replacement Project to Roy Houcks Construction LLC in the amount of \$217,514.50.
2. Consideration of approval of an amendment to the agreement between Yamhill County Health and Human Services and Locum Tenens (B.O. #15-269) effective April 2, 2026. Oracle #HHS25019GS.
3. Consideration of approval of Intergovernmental Agreement #057247 between Yamhill County Health and Human Services and the Oregon Health Authority for PSRB Tort Liability Coverage, effective January 1, 2026, through June 30, 2027. Oracle #HHS26006IGA.

J. PUBLIC HEARINGS:

1. Docket C-09-25: An appeal of the Planning Director's approval of a request for the construction and operation of a church. The church has a congregation of approximately 220 people and will hold services on Sunday morning and a smaller youth service Wednesday evening with approximately 50 attendees. Applicant: Chehalem Christian Fellowship, represented by Keith Deselms. Tax Lot: 3206-04900.

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 G1

Yamhill County

Location: 400 NE Baker St, McMinnville • Mailing: 535 NE Fifth St, McMinnville, OR 97128
Phone (503) 434-7308 • Fax (503) 434-7553
TTY (800) 735-2900 • www.yamhillcounty.gov

OFFICE OF HUMAN RESOURCES

DATE: 02/12/2026
TO: Yamhill County Board of Commissioners
FROM: Megan Marasco, HR Generalist
SUBJECT: Employee Extended Leave Without Pay

PATRICIA ROJAS
HUMAN RESOURCES DIRECTOR
MIKALIE J. MORENO, MBA
*ASSISTANT HR MANAGER/RISK
MANAGER*
MEGAN MARASCO
HUMAN RESOURCES GENERALIST
KRISTA STIEBER
HUMAN RESOURCES SPECIALIST
NICOLE BORRAYO
HR ASSISTANT

I am requesting Board authorization for Leave Without Pay (LWOP) for employee #5482 retroactive to 02/02/2026 with an anticipated end date of 02/27/2026. The nature of the leave is protected under both Family Medical Leave Act (FMLA), and Paid Leave Oregon (PLO) however, the employee has exhausted their FMLA, and PLO entitlement. I do believe this leave warrants additional LWOP authorization.

Please let me know if you have any questions or need any clarification.

Agenda Item G2

From: [Megan Marasco](#)
To: [Bailey Barnhart](#); [Cale George](#)
Cc: [Carolina Rook](#)
Subject: ESAC Committee Update
Date: Thursday, February 12, 2026 1:04:34 PM

Good afternoon,

The following updates are being recommended to the Employee Safety Advisory Committee:

- Reappoint Elsa Pantoja (bargaining HHS position) whose term is currently set to expire on 3/18/26 to a two-year term set to expire on 3/18/28.
- Reappoint Monica Saunders (Bargaining SO position) whose term is currently set to expire on 3/18/26 to a two-year term set to expire on 3/18/28.

Please place this on the 2/19/26 agenda for Board consideration.

Thank you,

Megan Marasco

HR Generalist
Yamhill County Human Resources
400 NE Baker Street
McMinnville, OR 97128
marascom@yamhillcounty.gov
Ext. 6047
Ph: 503-474-4149
Fax: 503-434-7553
Work Schedule: Tue – Fri 7am-5:30pm

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

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Agenda Item I1



Yamhill County

Public Works Department

2060 NE Lafayette Avenue, McMinnville, OR 97128
Ph. 503.434.7515 Fax 503.472.4068 E-mail: pubwork@co.yamhill.or.us

YAMHILL COUNTY BOARD OF COMMISSIONERS COVERSHEET

DATE: February 19, 2026
TO: Board of Commissioners
FROM: Mark Lago, Public Works Director
RE: Intent to Award for 2026 North Valley Rd Full Depth Repairs & Culvert Project

BACKGROUND:

This is a request for approval for Intent to Award the “2026 North Valley Rd Full Depth Repair (FDR) & Culvert replacement Project”. This project scope includes 4 major full depth pavement repairs between Ribbon Ridge Road and Albertson Road. Project work also includes replacement of a 48” fish bearing culvert and an 18” culvert. Bid schedule ‘B’ was bid to construct turn outs along North Valley Road, but was not awarded.

Bids were opened at 2:00 pm on February 10, 2026 at the Public Works Department. Fifteen bids were received. The apparent low bidder is Roy Houck Construction LLC with a bid of \$217,514.00.

STAFF RECOMMENDATION:

Staff is requesting the Board approve intent to award for the 2026 North Valley Rd Full Depth Repair (FDR) & Culvert replacement Project in the amount of \$217,514.50.

FISCAL IMPACT:

Funds will come out of the Road Fund - Capital Outlay (This project is in the approved FY 2025-26 budget).

ATTACHMENTS: Attachment A -- Bid Summary
Attachment B – 11 x 17 Plans

EXHIBIT A

Yamhill County 2026 North Valley Rd Full Depth Repair (FDR) & Culvert Project
 Bidders Checklist
 February 10th, 2026
 2:00 PM at YC Public Works Building

Greg Haffner
 Engineering Mgr.

Steve Sims
 Road Division Manager

GF Intern
 GF Intern

Tyer Colvin
 Eilene Mendez

Mark Lago
 Director

CONTRACTOR NAME	Exhibit A Pricing Submittal Form Schedule A Addendum 4	Exhibit C Certification & Ack. Form Complete	Exhibit D Offeror Signature Form	Exhibit F Bid Bond 10% of Bid	Addendum No. 1	Addendum No. 2	Addendum No. 3	Exhibit B Sub-Contractor Disclosure (w/in 2 hours)	Other comments
1 Roy Houcks Construction LLC	\$ 217,514.50	x	x	x	x	x	x	x	
2 KNL Industries	\$ 303,037.00	x	x	x	x	x	x	x	
3 North Santiam	\$ 316,313.00	x	x	x	x	x	x	x	
4 Eagle Elser	\$ 326,957.00	x	x	x	x	x	x	x	
5 Lyda Ex.	\$ 331,118.00	x	x	x	x	x	x	x	
6 Kodiak Pacific	\$ 334,332.00	x	x	x	x	x	x		
7 Visar Construction Co	\$ 339,713.00	x	x	x	x	x	x	x	
8 Haworth Inc	\$ 342,846.56	x	x	x					
9 K&B Quality	\$ 357,920.86	x	x	x	x	x	x	x	
10 Pacific North Construction LLC	\$ 370,980.00	x	x	x	x	x	x		
11 Meza Excavation	\$ 379,999.00	x	x	x	x	x	x	x	
12 Knife River	\$ 387,778.00	x	x	x	x	x	x	x	
13 Pacific Excavation Inc	\$ 410,882.00	x	x	x				x	
14 Kerr Contractors	\$ 431,980.00	x	x	x	x	x	x	x	
15 Icon	\$ 438,653.80	x	x	x	x	x	x	x	



PROJECT LIMITS

ROAD CLOSURE NOTES

North Valley Road will be closed up to 12 calendar days to complete the project work. PCMS reader boards are to be in place 14 days ahead of the closure and detour signage is to be in place 7 days prior to road closure. The closure is required to begin on a Monday and finish on the second Friday.

All FDR work, pipe work, and turn out embankment (if Bid Alt. is awarded) is to be constructed during the closure. The 48" pipe is a fish passage permitted pipe replacement (Read Culvert Replacement notes below). It is the contractor's choice to complete this pipe work either concurrent with FDR work or outside FDR work. No more than 12 calendar days of closure will be allowed.

CULVERT REPLACEMENT NOTES

The 48" pipe replacement is permitted by ODFW. See Exhibit J in the contract documents for permit conditions. Permit requirements indicate that all work is to be completed during the In-Water-Work-Window (IWWW) which for this project is July 15 to September 30, 2026.

ODFW has indicated by email that they will allow the 48" culvert replacement to take place outside the IWWW (earlier than July 15th) providing the tributary flows have ceased. Yamhill County (YC) contacted Camp Tillicum who owns the Lake just above the culvert and they indicated that flows typically stop by the end of June. However, in dryer seasons, it can stop as early as the beginning of June. Y.C. has set the completion date of July 18, 2026 with the understanding that a wet spring may impact that completion date.

CONTRACT SCHEDULE

Start Date of June 1, 2026, Completion Date of July 18, 2026
Notice to Proceed anticipated Mid March 2026.

OWNER PROVIDED MATERIALS

See Section 00251 in the Specials

SURVEY REQUIREMENTS

See Section 00305 in the Specials

Sht. No	Description	Sht. No	Description
C-1	Cover Sheet	P1 & P-2	48" Culvert Replacement
C-2	Proposed Detour	P-3	18" Culvert Replacement
C-3	Traffic Control & Overview	Det 2100	Embankment Const. Det.
C-4	Site Earthwork Summary		
C-5-C-8	Full Depth Repairs		

Bid Plans

See Geotechnical Report included as Exhibit J
THE FOLLOWING ARE EXCERPTS FROM THE REPORT:



4.0 CONCLUSIONS AND REPAIR RECOMMENDATIONS

Based on our field observations, explorations, testing, and analysis, it is our opinion the uneven areas are a result of ground deformations associated with the road being founded on landslide debris and alluvial fan deposits. Due to the variable thickness and consistency of the landslide debris, it is difficult to predict the location and magnitude of future deformations. To eliminate the risk of future deformations, complete removal and replacement of the landslide debris material with new embankment fill or ground improvements such as soil-cement mixing will be required. However, we understand the associated cost of these options is not feasible and, based on discussions with the County, the return on investment is likely not worth the undertaking for the County. Therefore, we recommend a double-layer geogrid repair option that allows for future ground deformations but reduces the amount of differential movement and pavement cracking, thus reducing the effect of ground deformation on ride quality. The following sections provide our recommendations for repairing the four uneven areas.

4.2 REPAIR RECOMMENDATION

With the intent of improving overall ride quality with the understanding that future deformations will occur in the uneven areas, we recommend reconstructing the pavement with double-layer geogrid reinforcement. Below is our recommended repair for the four uneven areas. Based on discussions with the County, rehabilitation and drainage improvements will be made throughout the project limits of North Valley Road. Therefore, the AC section below should be considered the long-term AC thickness after rehabilitation.

Recommended Repair Section (7 inches of AC over 16 inches of aggregate base over 12 inches of subbase):

- 3 inches of 1/2-inch, Level 3, dense ACP (surface course).
- 4 inches of 3/4-inch, Level 3, dense ACP (base course – 2 lifts).
- 16 inches of aggregate base with triaxial geogrid at mid-layer.
- 12 inches of subbase with triaxial geogrid at mid-layer.
- Subgrade geotextile.

NOTE: The limits of the repair should extend the width of the roadway and at least 30 feet past the longitudinal limits of the uneven area. Additionally, we recommend a taper approach with the double-layer geogrid where the subbase and bottom grid extends 15 feet past the limits of the uneven area and aggregate base and upper grid extends the entire 30 feet past the limits of the uneven area.

As noted above, the ultimate AC thickness should be 7 inches; variation in the intermediate AC base and surface course thickness as the overall rehabilitation efforts are performed for North Valley Road should be acceptable provided Central is offered the opportunity to review and comment on the rehabilitation procedure. Material specifications for the above repair recommendation are provided in the section below.

Table 2. Existing Pavement Thickness

Area No.	Boring	Lane	Wheel Track ¹	AC Thickness (inches)	Aggregate Base Thickness (inches)
1	B-1	Southbound	BWT	11.0	12.0
	B-2	Southbound	BWT	11.0	12.0
2	B-3	Northbound	BWT	11.0	10.0
	B-4	Northbound	BWT	10.0	14.0
3	B-5	Southbound	BWT	10.0	14.0
	B-6	Southbound	BWT	10.0	14.0
	B-7	Southbound	BWT	10.0	14.0
4	B-8	Northbound	BWT	10.0	10.0

Notes: ¹ BWT = Between wheel track

NORTH VALLEY RD 2026 CIP PROJECTS

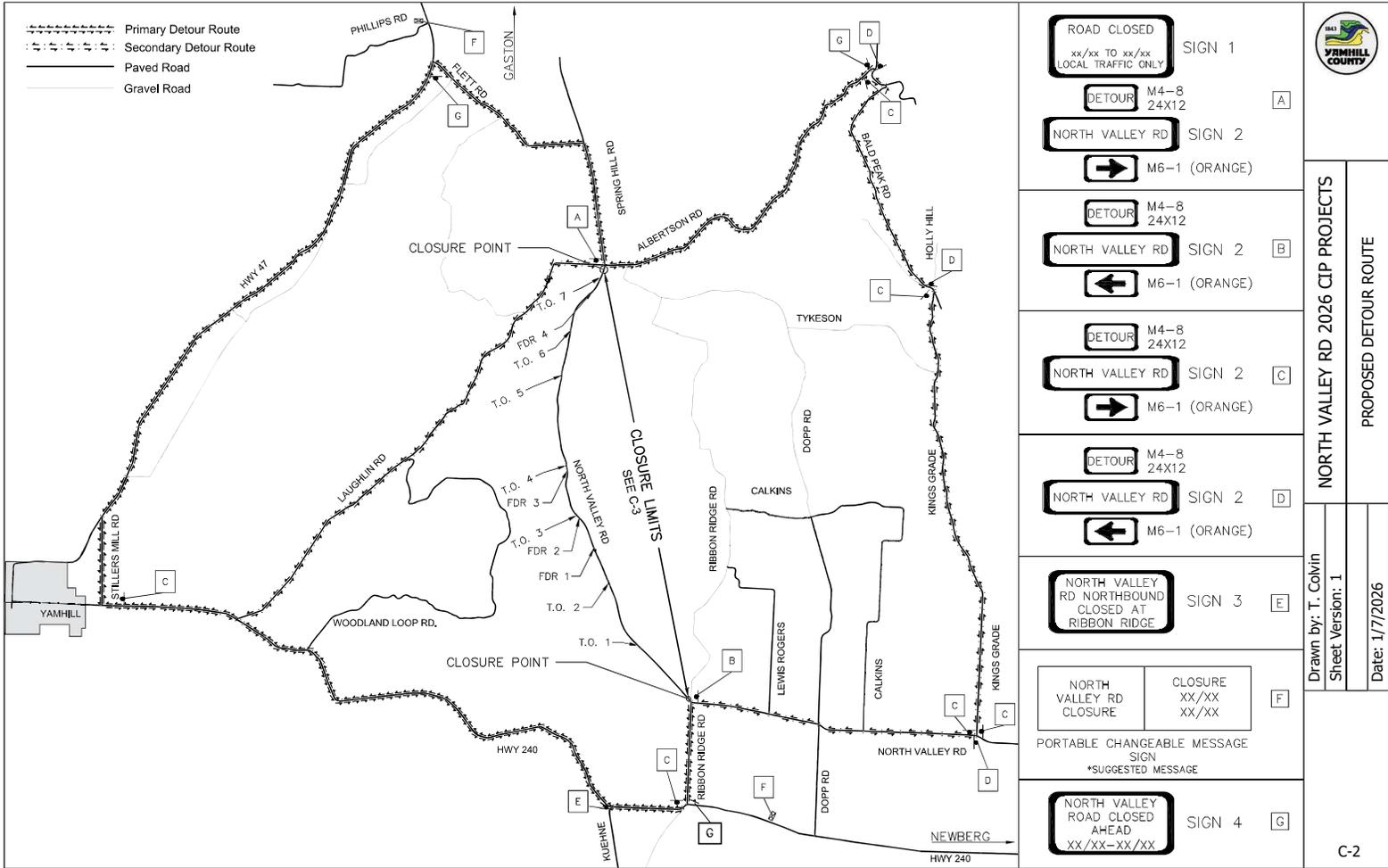
COVER SHEET

Drawn by: T. Colvin
Sheet Version: 1

Date: 1/21/2025

VERIFY 1" BASED ON 17X11 PRINTS

C-1



NORTH VALLEY RD 2026 CIP PROJECTS
 PROPOSED DETOUR ROUTE

Drawn by: T. Colvin
 Sheet Version: 1
 Date: 1/7/2026

SIGN 1 A
SIGN 2
SIGN 2
C SIGN 2
D SIGN 2
SIGN 3 PORTABLE CHANGEABLE MESSAGE SIGN *SUGGESTED MESSAGE
SIGN 4 G



NORTH VALLEY RD 2026 CIP PROJECTS

TRAFFIC CONTROL AND OVERVIEW

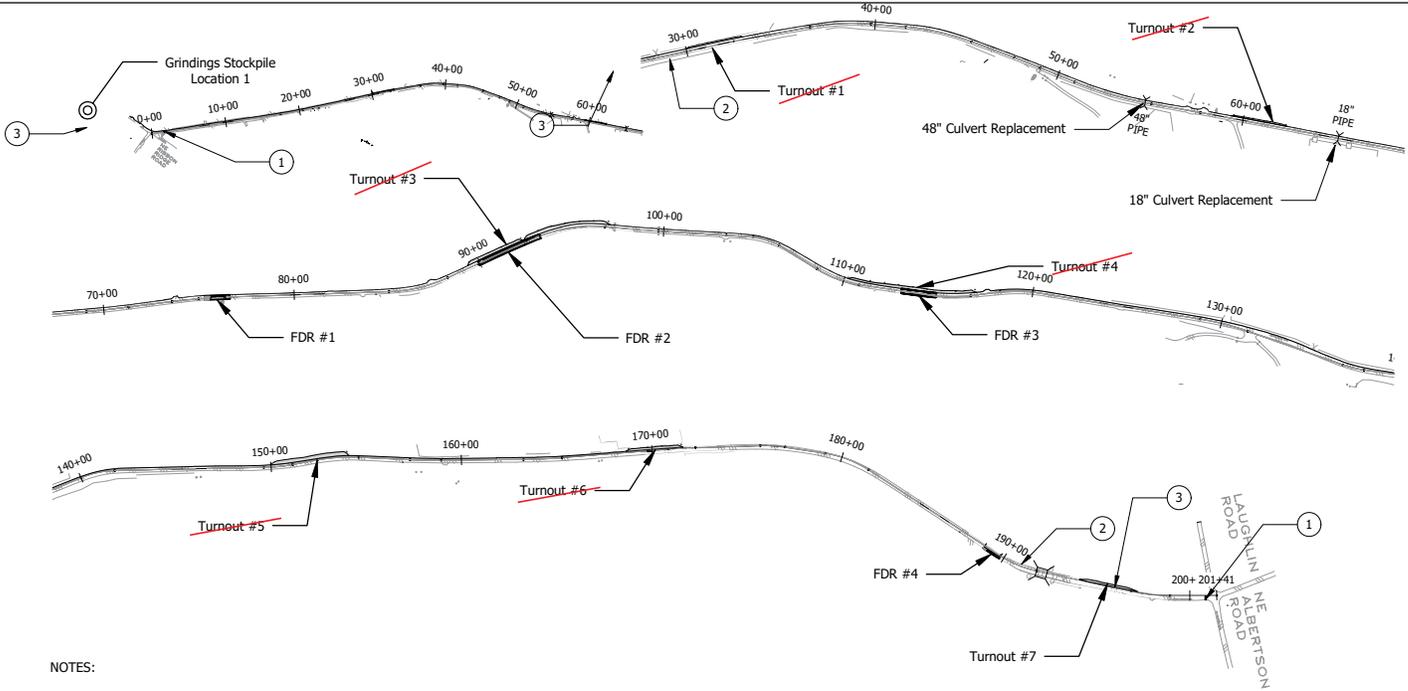
Drawn by: T. Colvin

Sheet Version: 1

Date: 1/20/2026

VERIFY 1" = BASED ON 17X11 PRINTS

C-3

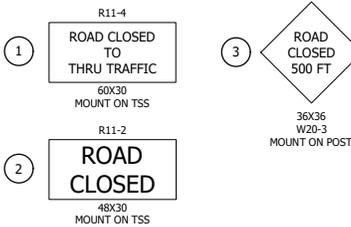


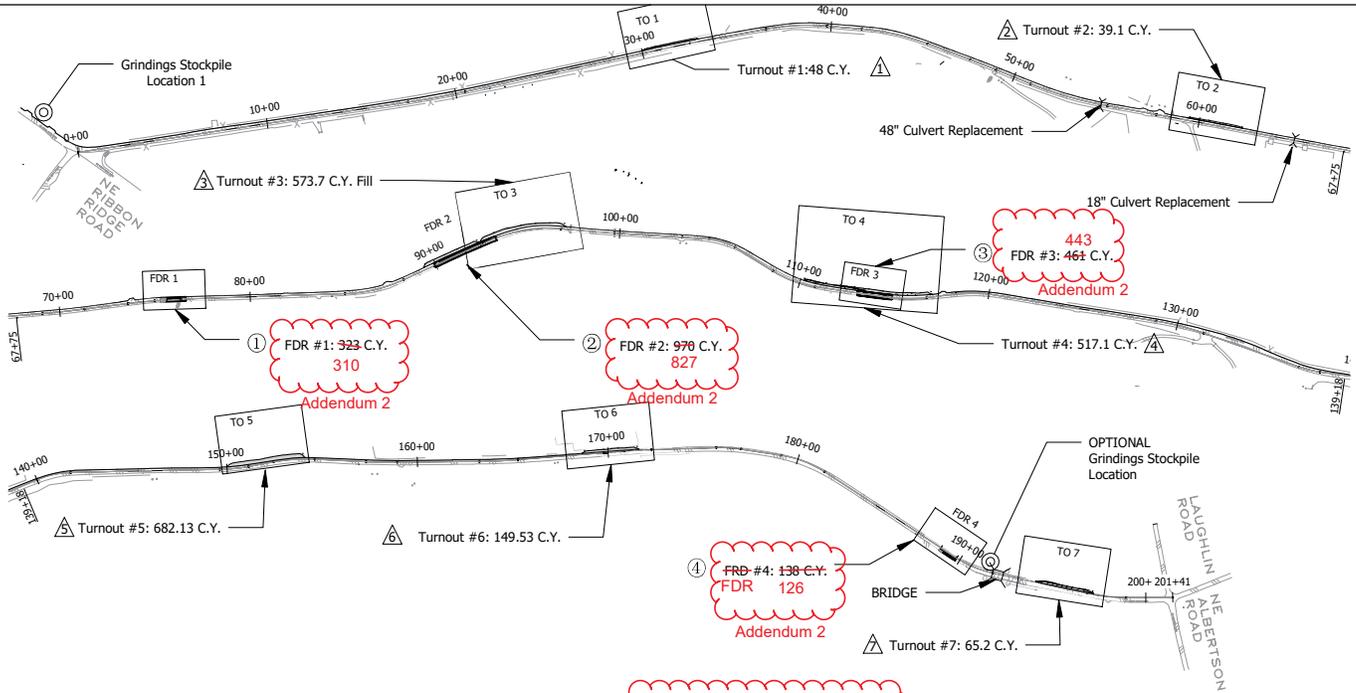
NOTES:

- SIGNS AND OTHER TRAFFIC CONTROL DEVICES (TCD) SHOWN ARE MIN. REQUIRED. ADJUSTMENT OF TEMP. TCD MAY BE REQUIRED TO ACCOMMODATE EXTG. FIELD CONDITIONS. ADDITIONAL TRAFFIC CONTROL MEASURES (TCM) MAY BE REQUIRED.
- (TCD) SPACING NOT SHOWN ON THE PLANS SHALL FOLLOW THE "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" AND "MINIMUM LENGTHS TABLE" ON STD. DWG. TM800

CONSTRUCTION STAGING

NORTH VALLEY RD. -- FULL ROAD CLOSURE -- 12 CALENDAR DAYS MAXIMUM
 (DETOUR IN PLACE. FOR DETAILS, SEE SHT. D-1)
 PLACE DETOUR NO SOONER THAN 14 DAYS FOR PCMS BOARDS AND 7 DAYS FOR
 DETOUR SIGNAGE.





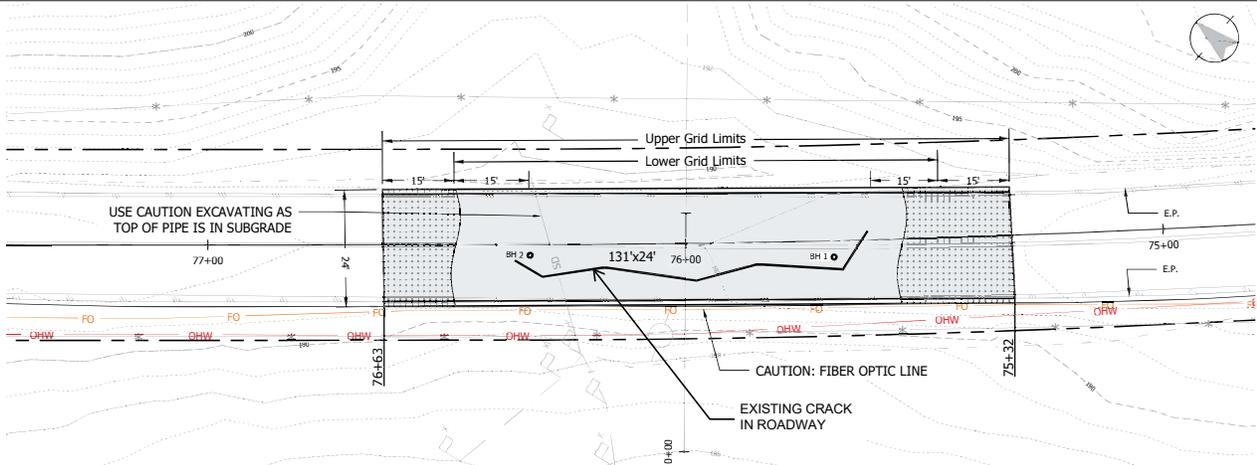
NOTES:

1. BASE BID WORK CONSISTS OF FULL DEPTH REPAIRS (FDR) WORK. THIS WORK NOTED ON FDR SHEETS 1-4.
2. BID ALTERNATE WORK CONSISTS OF CONSTRUCTION OF TURN OUT ALONG CLOSED PORTION OF NORTH VALLEY ROAD. SEE T.O. SHEETS 1-7 FOR GRADING LIMITS AND CONSTRUCTION NOTES.
3. SEE SHEET P-1 AND P-2 FOR PLAN AND PROFILE OF 48" CULVERT REPLACEMENT
4. SEE SHEET P-3 FOR PLAN AND PROFILE FOR 18" CULVERT REPLACEMENT

BID ALTERNATE - TURN OUT SITE BALANCE			
FDR Spoils (32")		T.O. Fill	
	Cumulative		Cumulative
①	310.5 C.Y.	1	47.99 C.Y.
②	827.3 C.Y.	2	39.08 C.Y.
③	443.3 C.Y.	3	573.68 C.Y.
④	125.6 C.Y.	4	517.08 C.Y.
48" Trench Spoils ±40 C.Y.		5	682.13 C.Y.
12% SWELL		6	149.53 C.Y.
1912 C.Y'S			

Addendum 2

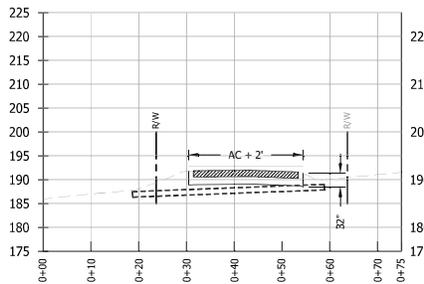




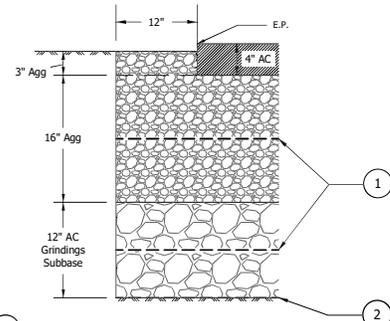
Construction Notes:

- ① Remove ±11" of existing pavement by cold plane, Grindings to be utilized as Subbase in lower 12 inches of FDR. Stockpile on site as required.
- ② Excavate 32" depth below existing pavement. Salvage 6" of existing base.
- ③ Place Woven Geotextile Fabric at bottom of excavation. See note ②.
- ④ Place 6" lift of Grindings, compact.
- ⑤ Place Tensar TX5 Geogrid or approved equal, per note above. Minimum 1.5' panel overlap, see note ①.
- ⑥ Place 6" lift of grindings, compact.
- ⑦ Place 8" lift of salvaged base and Agg. base, compact.
- ⑧ Place Tensar TX5 Geogrid, Minimum 1.5' panel overlap, see note ①.
- ⑨ Place 8" lift of Agg. base, compact
- ⑩ Place 4" of Level III AC, max 2" lift.

① Sta. 76+00
FDR 1 1"=20'

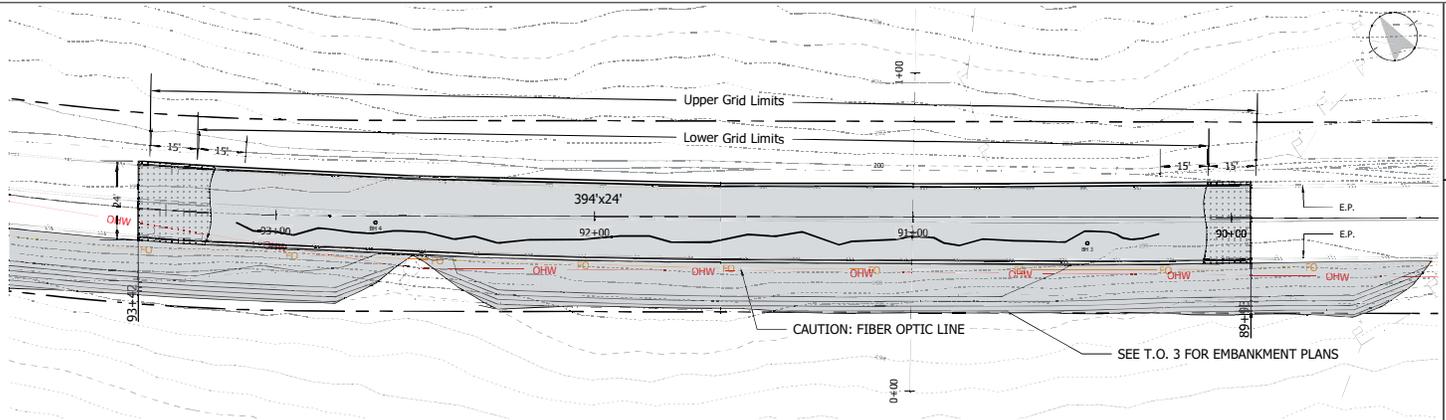


② Cross Section
FDR 1 Horizontal: 1"=20'
Vertical: 1"=20'



- ① Tensar TX5 triaxial or approved equivalent.
- ② Woven Geotextile Subgrade Fabric.

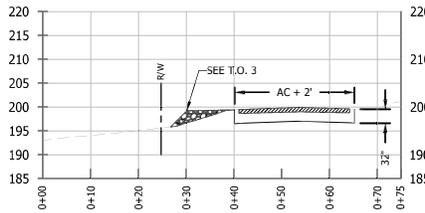
③ Typ Section Detail
FDR 1 *Not to scale



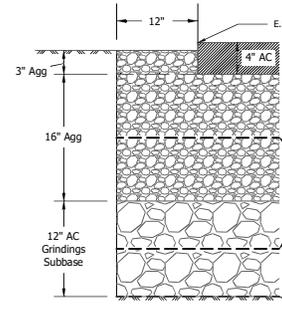
Construction Notes:

- ① Remove ±11" of existing pavement by cold plane, Grindings to be utilized as Subbase in lower 12 inches of FDR. Stockpile on site as required.
- ② Excavate 32" depth below existing pavement. Salvage 6" of existing base.
- ③ Place Woven Geotextile Fabric at bottom of excavation. See note ②.
- ④ Place 6" lift of Grindings, compact.
- ⑤ Place Tensar TX5 Geogrid or approved equal, per note above. Minimum 1.5' panel overlap, see note ①.
- ⑥ Place 6" lift of grindings, compact.
- ⑦ Place 8" lift of salvaged base and Agg. base, compact.
- ⑧ Place Tensar TX5 Geogrid, Minimum 1.5' panel overlap, see note ①.
- ⑨ Place 8" lift of Agg. base, compact
- ⑩ Place 4" of Level III AC, max 2" lift.

① Sta. 91+00
FDR 2 1"=30'

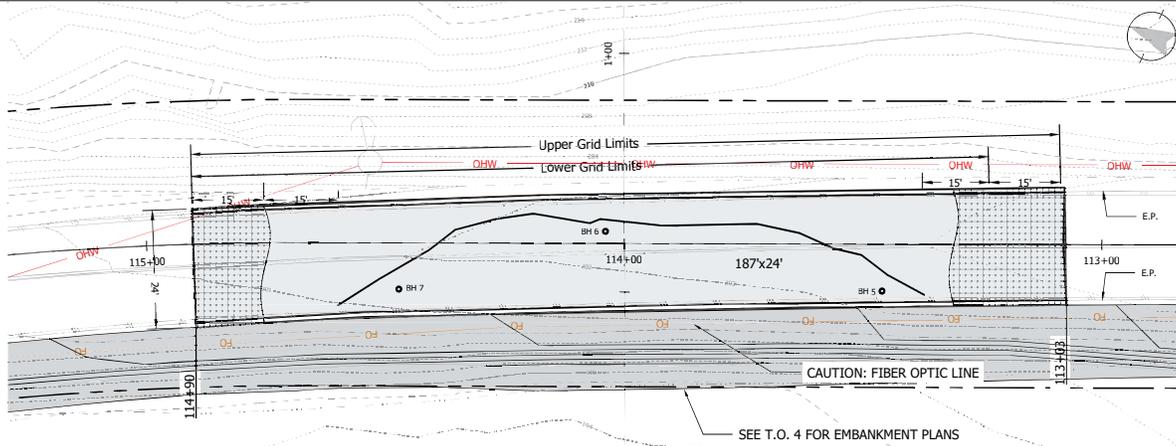


② Cross Section
FDR 2 Horizontal: 1"=20'
Vertical: 1"=20'



- ① Tensar TX5 triaxial or approved equivalent.
- ② Woven Geotextile Subgrade Fabric.

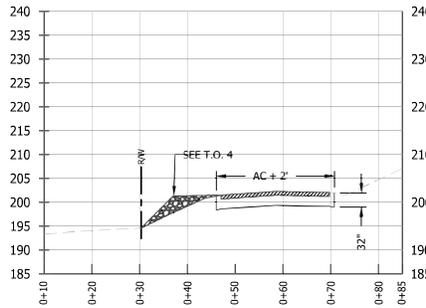
③ Typ Section Detail
FDR 2 *Not to scale



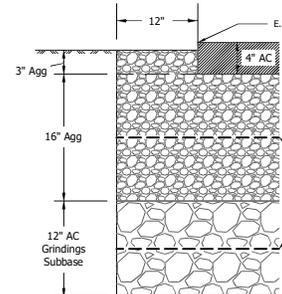
Construction Notes:

- 1 Remove ±10" of existing pavement by cold plane, Grindings to be utilized as Subbase in lower 12 inches of FDR. Stockpile on site as required.
- 2 Excavate 32" depth below existing pavement. Salvage 6" of existing base.
- 3 Place Woven Geotextile Fabric at bottom of excavation. See note 2.
- 4 Place 6" lift of Grindings, compact.
- 5 Place Tensar TX5 Geogrid or approved equal, per note above. Minimum 1.5' panel overlap, see note 1.
- 6 Place 6" lift of grindings, compact.
- 7 Place 8" lift of salvaged base and Agg. base, compact.
- 8 Place Tensar TX5 Geogrid, Minimum 1.5' panel overlap, see note 1.
- 9 Place 8" lift of Agg. base, compact
- 10 Place 4" of Level III AC, max 2" lift.

1 Sta. 114+00
FDR 3 1"=20'

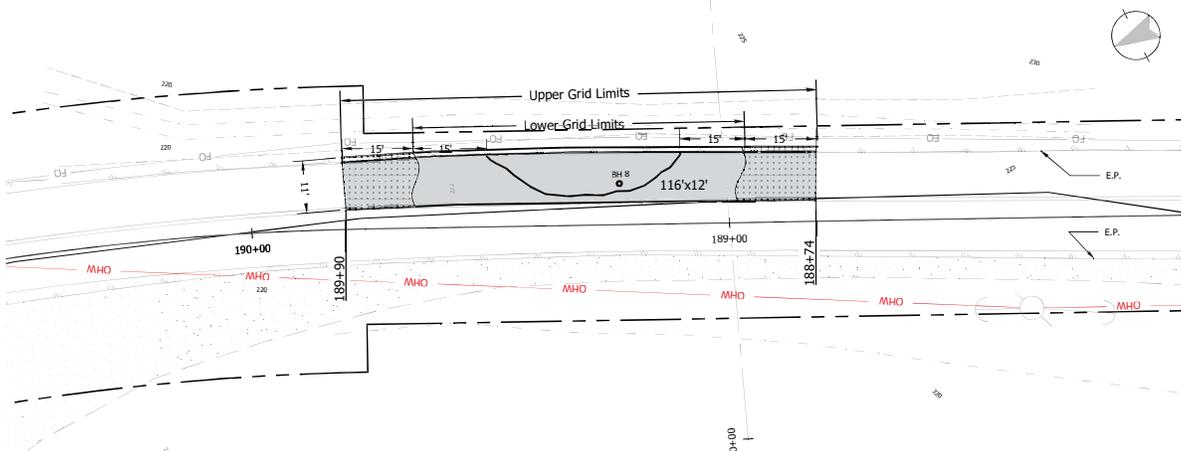


2 Cross Section
FDR 3 Horizontal: 1"=20'
Vertical: 1"=20'



- 1 Tensar TX5 triaxial or approved equivalent.
- 2 Woven Geotextile Subgrade Fabric.

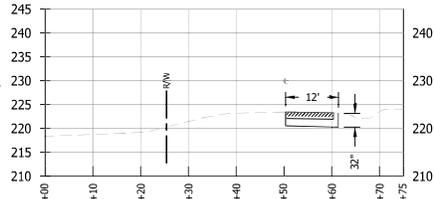
3 Typ Section Detail
FDR 3 *Not to scale



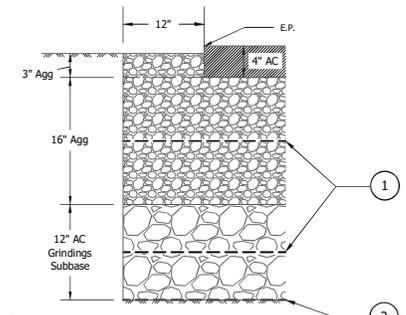
Construction Notes:

- 1 Remove ±11" of existing pavement by cold plane, Grindings to be utilized as Subbase in lower 12 inches of FDR. Stockpile on site as required.
- 2 Excavate 32" depth below existing pavement. Salvage 6" of existing base.
- 3 Place Woven Geotextile Fabric at bottom of excavation. See note 2.
- 4 Place 6" lift of Grindings, compact.
- 5 Place Tensar TX5 Geogrid or approved equal, per note above. Minimum 1.5' panel overlap, see note 1.
- 6 Place 6" lift of grindings, compact.
- 7 Place 8" lift of salvaged base and Agg. base, compact.
- 8 Place Tensar TX5 Geogrid, Minimum 1.5' panel overlap, see note 1.
- 9 Place 8" lift of Agg. base, compact
- 10 Place 4" of Level III AC, max 2" lift.

1 Sta. 190+00
FDR 4 1"=20'



2 Cross Section
FDR 4 Horizontal: 1"=20'
Vertical: 1"=20'



- 1 Tensar TX5 triaxial or approved equivalent.
- 2 Woven Geotextile Subgrade Fabric.

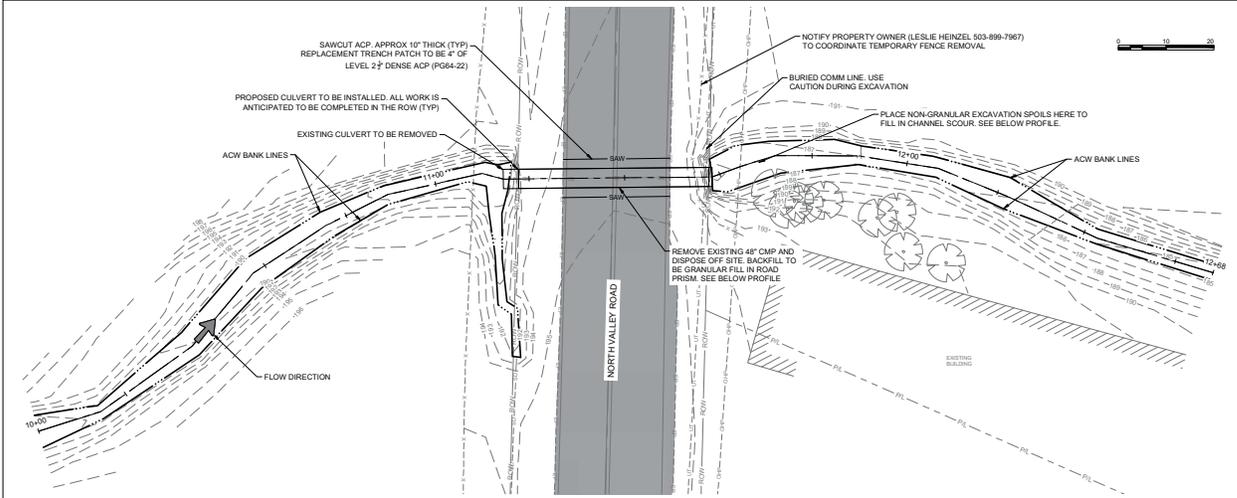
3 Typ Section Detail
FDR 4 *Not to scale

NORTH VALLEY RD 2026 CIP PROJECTS
FULL DEPTH REPAIR #4

Drawn by: G. Haifner
Sheet Version: 1
Date: 1/20/2026

VERIFY 1"= BASED
ON 17X11 PRINTS

FDR 4



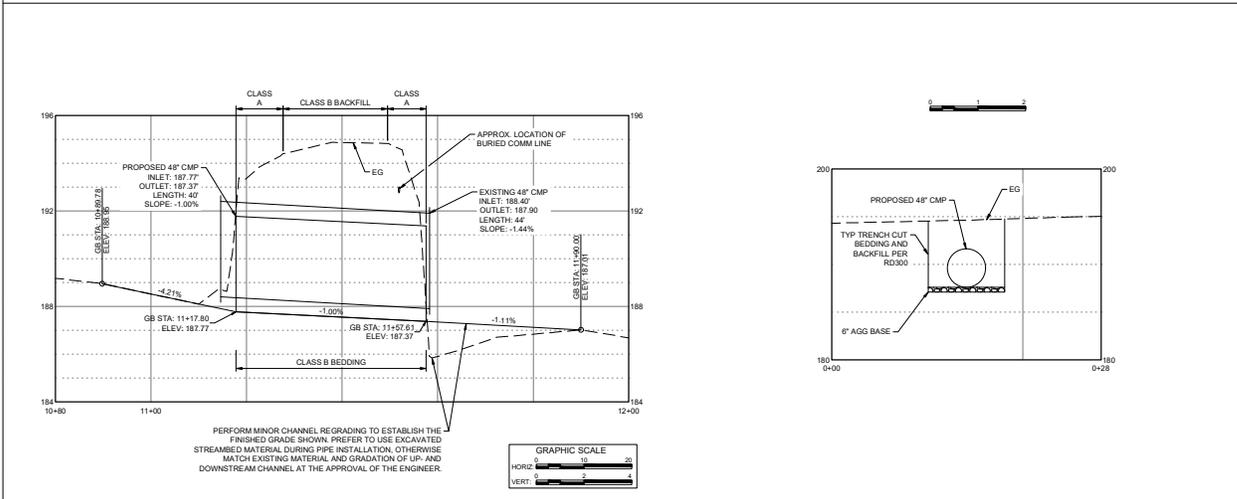


GENERAL SHEET NOTES

- EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION. CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
- FURNISH MATERIALS WHERE "INSTALL", "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
- AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED SHALL BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST SHALL BE INCIDENTAL TO THE CONTRACT.
- INSTALL PROPOSED 48" PIPE IN THE EXISTING CULVERT'S TRENCH AT THE SAME HORIZONTAL ALIGNMENT. TRENCH LENGTH TO STAY IN THE ROW.
- PROPOSED CULVERT TO BE PROVIDED BY YAMHILL COUNTY (48" CMP, 44' LONG)
- TRENCH CUT AND PIPE BACKFILL AND BEDDING MATERIAL PER ODOT STANDARD DRAWING RD300

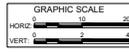


611 Melissa Street
Salem, Oregon 97303
(503) 643-1350





PERFORM MINOR CHANNEL REGRADING TO ESTABLISH THE FINISHED GRADE SHOWN. PREFER TO USE EXCAVATED STREAMBED MATERIAL DURING PIPE INSTALLATION. OTHERWISE MATCH EXISTING MATERIAL AND GRADATION OF UP- AND DOWNSTREAM CHANNEL AT THE APPROVAL OF THE ENGINEER.



GRAPHIC SCALE
HORIZ: 1" = 20'
VERT: 1" = 4'

D:\2010\NORTH VALLEY RD CULVERT.CAD\LD\DISPORD.PLA HAS-HAVE: BIE PLAN DWG
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 PRINTED: 11/02/08 9:01 PM

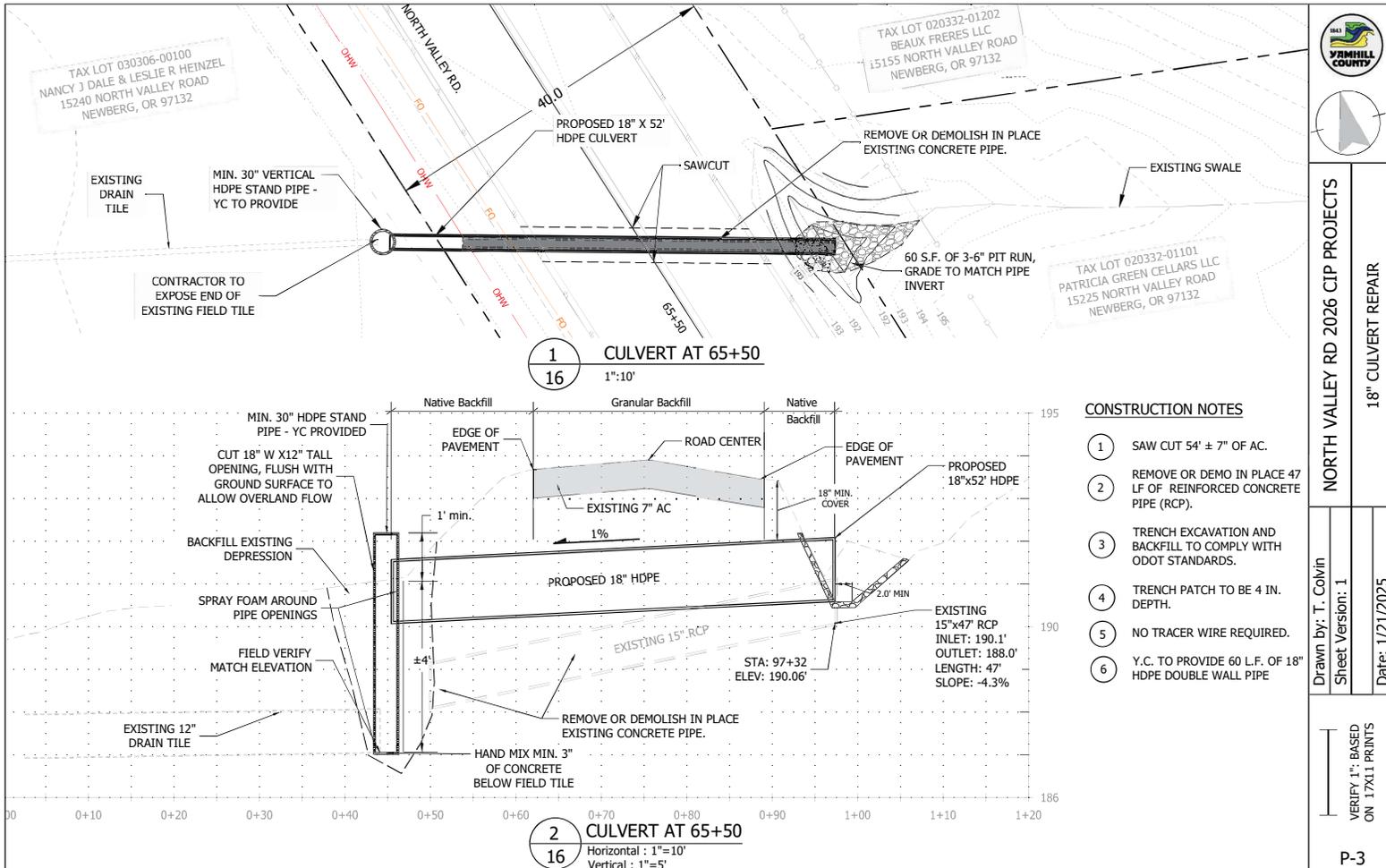


YAMHILL COUNTY
OREGON

NORTH VALLEY ROAD CULVERT REPLACEMENT

PROPOSED IMPROVEMENTS

DRAWN: GSD	CHECK: YC
VERIFY SCALE: Scales based on 22"x34" prints	
PROJECT NO: 2503	PAGE: 1
SHEET NO: P-1	



TAX LOT 030306-00100
NANCY J DALE & LESLIE R HEINZEL
15240 NORTH VALLEY ROAD
NEWBERG, OR 97132

TAX LOT 020332-01202
BEAUX FRERES LLC
15155 NORTH VALLEY ROAD
NEWBERG, OR 97132

TAX LOT 020332-01101
PATRICIA GREEN CELLARS LLC
15225 NORTH VALLEY ROAD
NEWBERG, OR 97132

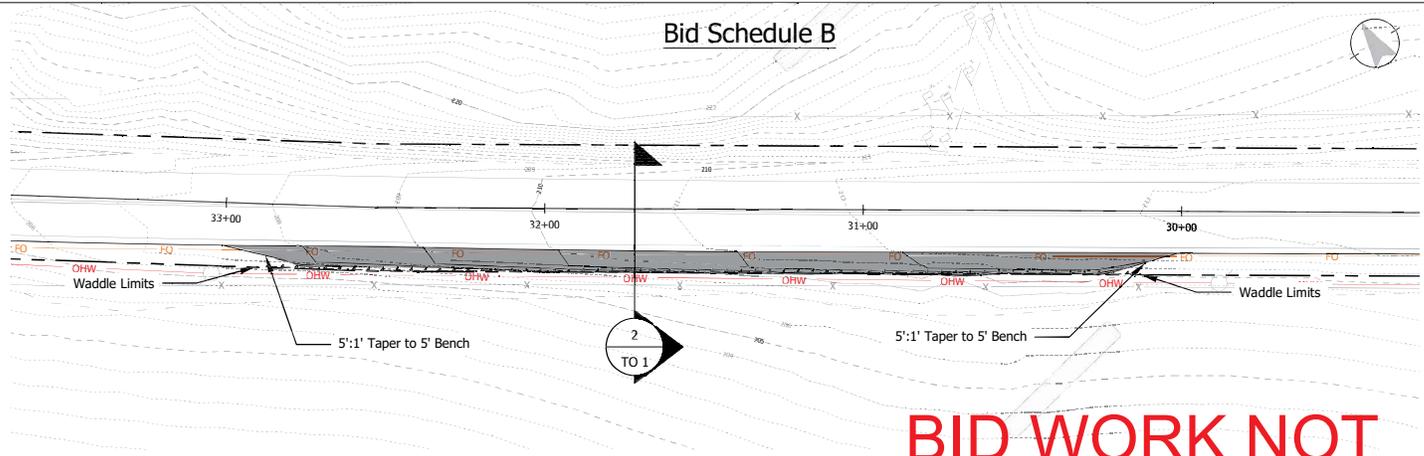


NORTH VALLEY RD 2026 CIP PROJECTS
18" CULVERT REPAIR

Drawn by: T. Colvin
Sheet Version: 1
Date: 1/21/2025

VERIFY 1" BASED
ON 17X11 PRINTS
P-3

Bid Schedule B

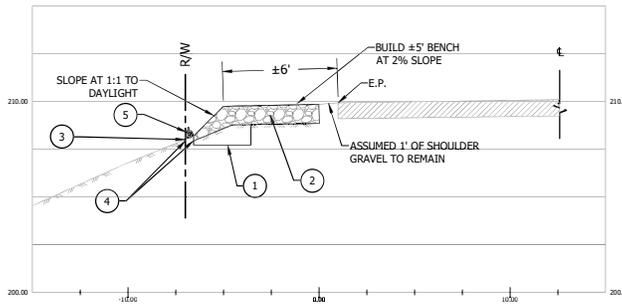


BID WORK NOT AWARDED

Construction Notes:

- 1 Clear and Grub turn out limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100 Place 100% Grindings in T.O. 1
- 2 Compacted Grindings to pass load dump truck proof roll.
- 3 County to Stake ROW limits with 50' Lath. Plans are designed to be field fit. No density testing required.
- 4 Maintain Min. 1' inside ROW staking.
- 5 Install Waddle at approx. limits shown (275')

1 Sta. 32+00
TO 1
1"=30'



2 Section View
TO 1
Horizontal: 1"=5'

Material Table			
Station	Area	Volume	Cumulative Volume
30+00.00	0.00	0.00	0.00
30+26.00	6.60	3.18	3.18
31+00.00	5.32	16.34	19.52
32+00.00	3.72	16.75	36.27
32+75.00	3.54	10.09	46.35
33+00.00	0.00	1.64	47.99

NORTH VALLEY RD 2026 CIP PROJECTS

TURNOUT #1 GRADING PLAN

Drawn by: G. Haifner
Sheet Version: 1

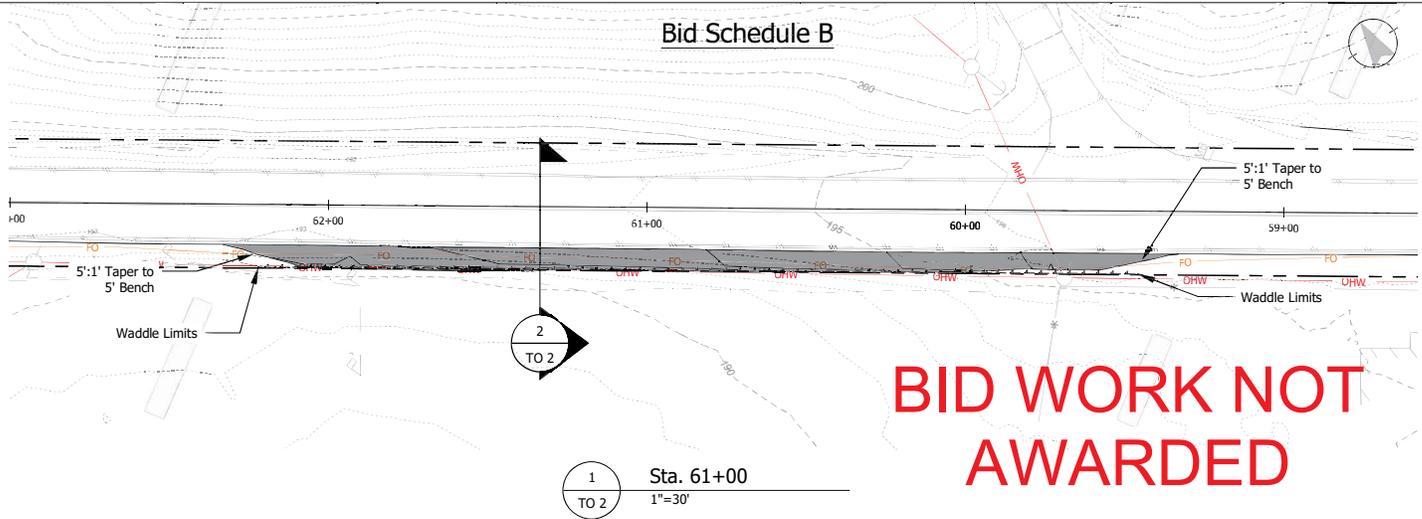
Date: 1/21/2026

VERIFY 1" BASED ON 17X11 PRINTS

TO 1



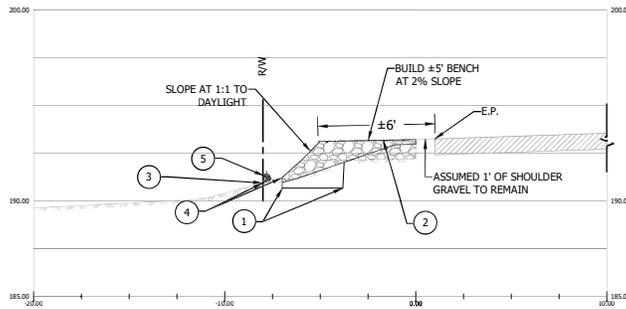
Bid Schedule B



1 Sta. 61+00
1"=30'

Construction Notes:

- 1 Clear and grub turn out limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100 Place 100% Grindings in T.O. 1
- 2 Place 12" of Grindings, compact, proof roll with loaded dump truck.
- 3 County to Stake ROW limits with 50' Lath. Plans are designed to be field fit. No density testing required.
- 4 Maintain Min. 1' inside ROW staking.
- 5 Install Waddle at approx. limits shown (275')

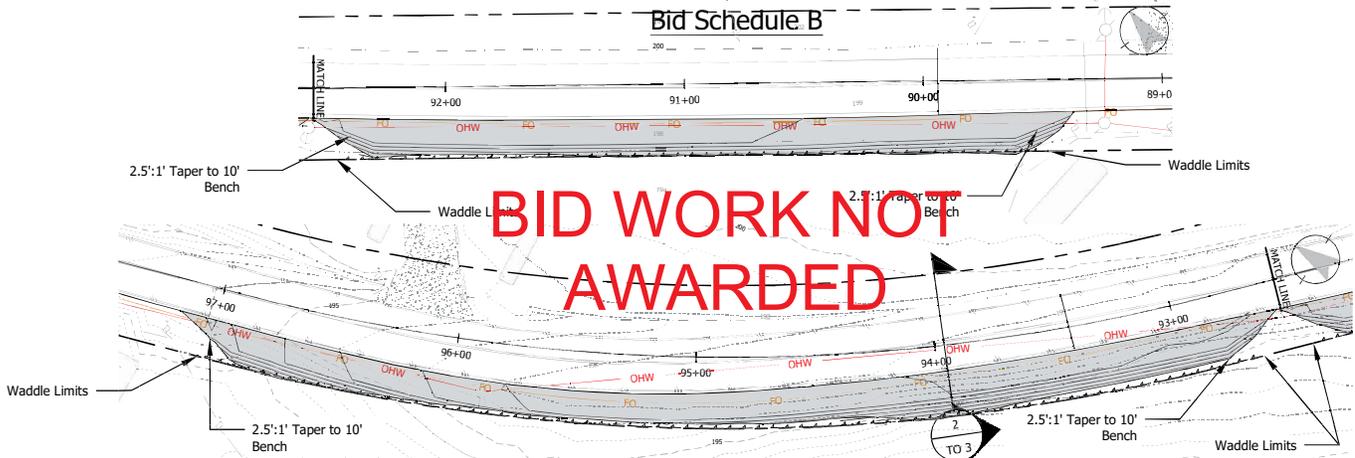


2 Section View
Horizontal: 1"=5'

Material Table			
Station	Area	Volume	Cumulative Volume
59+49.99	0.03	0.00	0.00
59+75.88	1.24	0.61	0.61
60+50.00	3.02	5.85	6.46
61+00.00	4.78	7.22	13.68
61+50.00	5.61	9.62	23.30
62+25.08	4.76	14.42	37.72
62+50.00	0.00	2.20	39.92



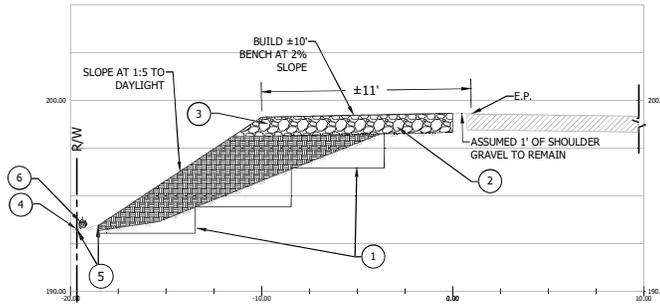
Bid Schedule B



Construction Notes:

- 1 Clear and Grub turn out limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100. Place 100% Grindings in T.O. 1
- 2 Place FDR spoils within 12" of finish grade.
- 3 Place Min. of 12" of FDR grindings to pass proof roll with loaded dump truck.
- 4 County to Stake ROW limits. Plans are designed to be field fit. No density testing required.
- 5 Maintain 1' inside ROW staking.
- 6 Install Waddle at approx. limits shown (780')

1 Sta. 95+00
TO 3 1"=40'



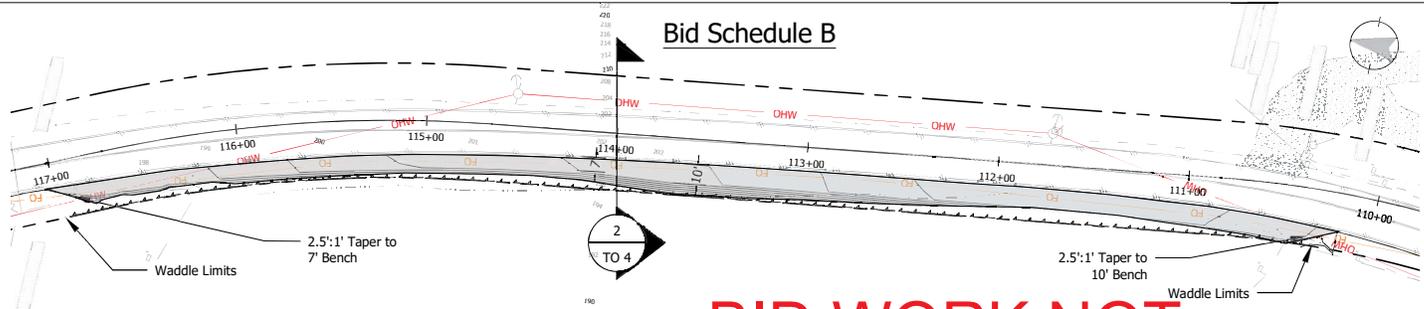
2 Section View
TO 3 Horizontal: 1"=5'

Material Table

Station	Area	Volume	Cumulative Volume
89+64.07	0.03	0.00	0.00
89+90.00	34.51	16.58	16.58
90+62.99	24.54	79.81	96.39
91+25.50	23.19	55.39	151.79
91+99.59	17.14	55.34	207.12
92+57.00	24.63	44.58	251.71
92+83.16	0.70	12.36	264.07
93+06.97	29.72	13.41	277.49
94+05.32	32.47	113.98	391.47
94+77.16	15.60	64.43	455.90
95+73.64	5.93	38.95	494.85
96+49.22	10.58	23.44	518.29
97+25.00	21.52	45.39	563.68
97+50.08	0.00	10.00	573.68



Bid Schedule B

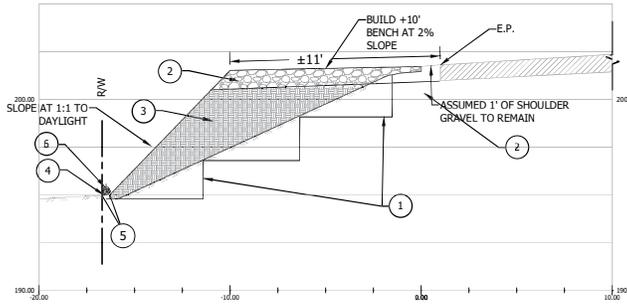


BID WORK NOT AWARDED

Construction Notes:

- 1 Clear and Grub turnout limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100.
- 2 Place FDR spoils within 12" of finish grade.
- 3 Place Min. of 12" of FDR grindings to pass proof roll with loaded dump truck.
- 4 County to Stake ROW limits. Plans are designed to be field fit. No density testing required.
- 5 Maintain 1' inside ROW staking.
- 6 Install Waddle at approx. limits shown (655')

1 Sta. 114+00
TO 4 1"=50'

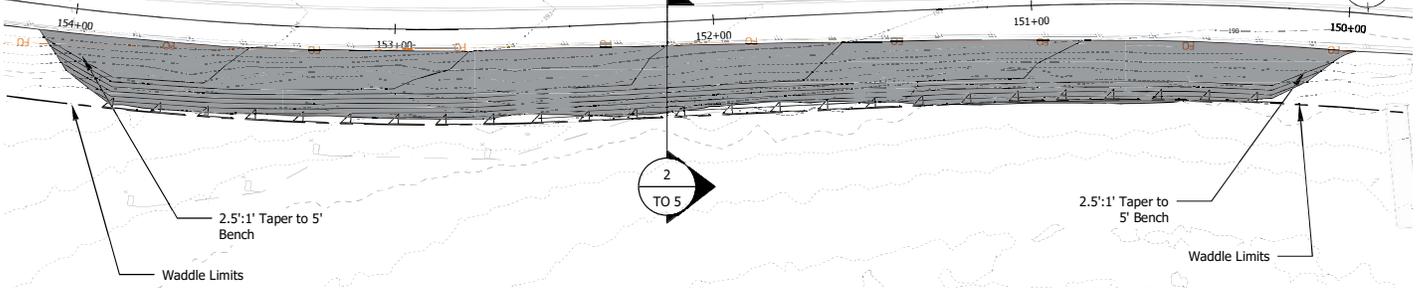


2 Section View
TO 4 Horizontal: 1"=5'

Material Table			
Station	Area	Volume	Cumulative Volume
110+50.00	16.35	0.00	0.00
110+75.00	13.12	13.53	13.53
112+00.00	4.69	40.95	54.48
113+00.00	31.48	66.98	121.47
114+00.00	33.83	120.58	242.05
115+88.08	11.98	158.79	400.83
117+05.00	8.04	43.12	443.96
117+30.24	0.00	3.76	447.71



Bid Schedule B

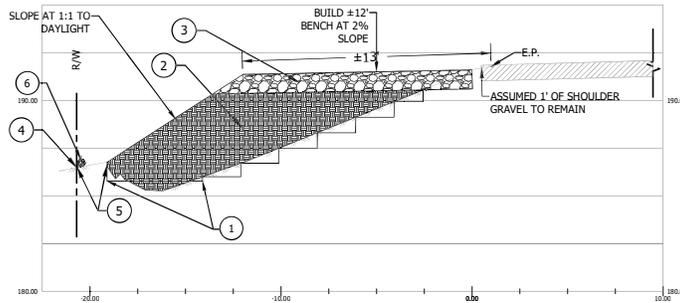


BID WORK NOT AWARDED

Construction Notes:

1 Sta. 151+00
1"=30'

- 1 Clear and Grub turn out limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100.
- 2 Place FDR spoils within 12" of finish grade.
- 3 Place Min. of 12" of FDR grindings to pass proof roll with loaded dump truck.
- 4 County to Stake ROW limits. Plans are designed to be field fit. No density testing required.
- 5 Maintain 1' inside ROW staking.
- 6 Install Waddle at approx. limits shown (400')

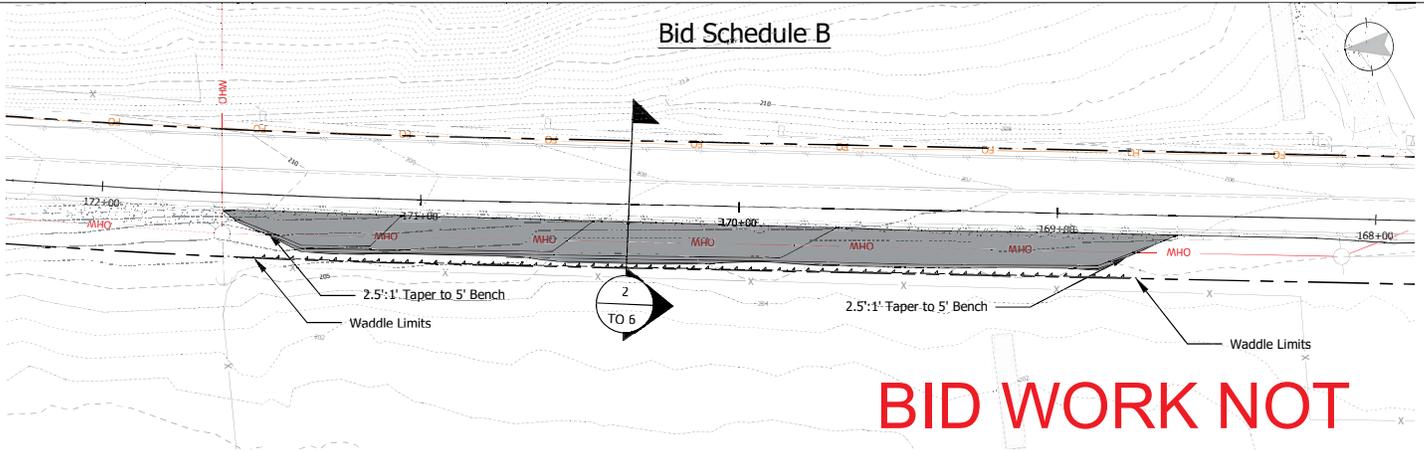


2 Section View
Horizontal: 1"=5'

Material Table			
Station	Area	Volume	Cumulative Volume
150+36.25	0.03	0.00	0.00
150+64.75	22.91	12.10	12.10
151+50.16	41.61	101.16	113.27
152+30.90	50.23	136.90	250.17
153+35.53	58.62	211.62	461.79
154+25.00	57.19	193.89	655.68
154+49.64	0.08	26.45	682.13



Bid Schedule B

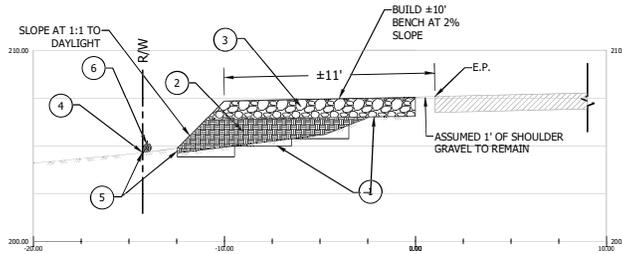


BID WORK NOT AWARDED

Construction Notes:

- 1 Clear and grub turnout limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100.
- 2 Place FDR spoils within 12" of finish grade.
- 3 Place Min. of 12" of FDR grindings to pass proof roll with loaded dump truck.
- 4 County to Stake ROW limits. Plans are designed to be field fit. No density testing required.
- 5 Maintain 1' inside ROW staking.
- 6 Install Waddle at approx. limits shown (275')

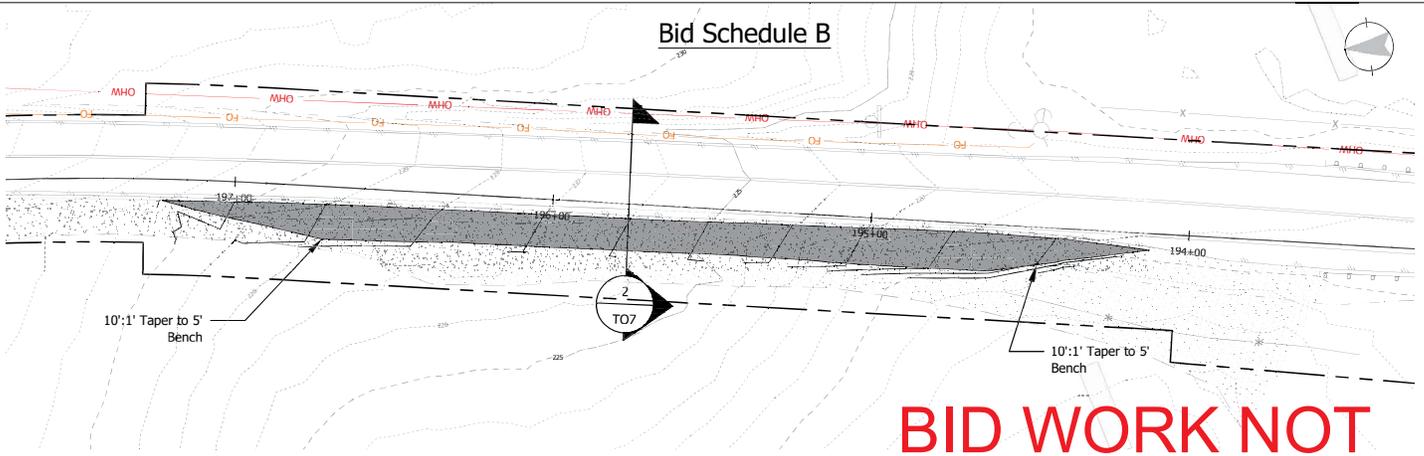
1 Sta. 170+00
TO 6 1"=30'



2 Section View
TO 6 Horizontal: 1"=5'

Material Table			
Station	Area	Volume	Cumulative Volume
168+99.92	0.00	0.00	0.00
169+25.53	11.70	5.55	5.55
169+81.64	13.21	25.88	31.43
170+50.32	19.18	41.19	72.61
171+21.76	11.97	41.20	113.82
171+75.00	16.36	27.93	141.75
172+00.68	0.00	7.78	149.53

Bid Schedule B

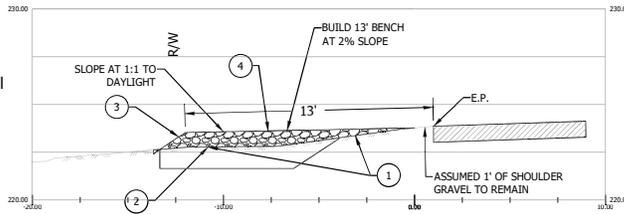


BID WORK NOT AWARDED

Construction Notes:

- ① Clear and grub turn out limits. Prepare grubbed area with benches to construct embankment per ODOT Standard Drawing DET2100.
- ② Place FDR spoils within 12" of finish grade.
- ③ Place Min. of 12" of FDR grindings to pass proof roll with loaded dump truck.
- ④ County to Stake ROW limits. Plans are designed to be field fit. No density testing required.
- ⑤ Maintain 1' inside ROW staking.
- ⑥ Waddle not necessary for TO7

1 Sta. 114+00
TO 7 1"=30'



2 Section View
TO 7 Horizontal: 1"=5'

Material Table			
Station	Area	Volume	Cumulative Volume
194+49.88	0.00	0.00	0.00
195+00.00	15.55	14.18	14.18
195+55.92	7.18	23.41	37.59
196+28.80	0.01	9.70	47.29
196+71.80	1.39	1.11	48.40
197+35.03	8.10	11.08	59.48
197+59.75	4.33	5.69	65.17

NORTH VALLEY RD 2026 CIP PROJECTS

Drawn by: T. Colvin

Sheet Version: 1

TO 7

TURNOUT #6 GRADING PLAN

Date: 1/8/2026

VERIFY 1" BASED ON 17X11 PRINTS

**BID WORK NOT
AWARDED**

Agenda Item I2

From: [Lindsey Manfrin](#)
To: [Ken Huffer](#); [Mary Starrett](#)
Cc: [Layne Pendleton-Baker](#); [Brittany Zylstra-Stanhope](#); [Amanda Kreder](#); [Jason Henness](#); [Lindsay Alexandru](#); [Carolina Rook](#); [Bailey Barnhart](#); [Cale George](#); [Kaleb Clint Raever](#)
Subject: Board Consideration: Locum Tenens Assignment Extension; \$304,661.76
Date: Thursday, February 12, 2026 4:22:44 PM
Attachments: [Locum Tenens TCox extension 4.2.26-4.8.27.pdf](#)
[image001.png](#)

Hi Mary and Ken,

Attached is an amendment to our agreement with Locum Tenens (BO #15-269) extending the term of assignment for the current psychiatric mental health nurse practitioner (PMHNP) for one year. We are requesting approval for \$304,661.76 for the estimated costs based on a 32-hour work week for one year (current rates approved by BO #25-123). While the full expense was not included in our Health and Human Services 2025-2026 Adopted budget, we have sufficient budget authority.

I recommend approval of this amendment as written. Please let me know if you have any questions.

BOC staff, please place this amendment on next week's Board Agenda for approval. Suggested Board Agenda language:

"Approve an amendment to the agreement with Locum Tenens (BO #15-269) between Yamhill County Health and Human Services and Locum Tenens effective April 2, 2026. Oracle #HHS25019GS."

Thank you,

Lindsey Manfrin, DNP, RN

Health and Human Services Director

Public Health Administrator

Pronouns: she/her/hers

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

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

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

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



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

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CONFIRMATION OF ASSIGNMENT

DATE CONFIRMED: JANUARY 9, 2026
CONFIRMATION TO: LINDSY ALEXANDRU
SENT VIA EMAIL TO: ALEXANDRUL@YAMHILLCOUNTY.GOV

LOCUMTENENS.COM CONSIDERS THE FOLLOWING PROVIDER CONFIRMED AND SCHEDULED TO WORK AS OUTLINED BELOW:

NAME OF PROVIDER

TERESA COX, DNP, NP

SPECIALTY OF ASSIGNMENT

PSYCHIATRY

DATES

START DATE PENDING PRIVILEGING

EXTENDING 4/2/26- 4/8/27 WITH OPTION TO EXTEND

FACILITY: YAMHILL COUNTY MENTAL HEALTH AND HUMAN SERVICES (MCMINNVILLE, OR)

BILL RATES

REGULAR RATE (ON SITE): \$170.00 PER HOUR
REGULAR RATE (TELE): \$170.00 PER HOUR

ADMIN FEE: \$30.00 PER BOOKING DAY
MALPRACTICE: \$3.09 PER HOUR

CONTACTS

PATRICK GIAMMATTEO
LINDSEY KING

PGIAMMATTEO@LOCUMTENENS.COM
LKING@LOCUMTENENS.COM

800.562.8663

You agree to supply the Clinician, according to the required specialty, with reasonably maintained usual and customary equipment, including but not limited to PPE, customary supplies, and a suitable practice environment complying with accepted clinical and procedural standards

Placement Services
Provided By



LocumTenens.com, LLC

2575 Northwinds Parkway – Alpharetta, GA 30009 – 800.562.8663

BOOKING: BKG-1140753

THANK YOU FOR CHOOSING LOCUMTENENS.COM FOR YOUR LOCUM TENENS NEEDS.

Placement Services
Provided By



LocumTenens.com, LLC

2575 Northwinds Parkway – Alpharetta, GA 30009 – 800.562.8663

BOOKING: BKG-1140753

Agenda Item I3

From: [Lindsey Manfrin](#)
To: [Ken Huffer](#); [Mary Starrett](#)
Cc: [Layne Pendleton-Baker](#); [Brittany Zylstra-Stanhope](#); [Amanda Kreder](#); [Jason Henness](#); [Kaleb Clint Raever](#); [Carolina Rook](#); [Bailey Barnhart](#); [Cale George](#)
Subject: Board Consideration: Oregon Health Authority PSRB Tort Liability
Date: Thursday, February 12, 2026 4:26:12 PM
Attachments: [OHA PSRB Tort Liability IGA 057247.pdf](#)
[image001.png](#)

Hi Mary and Ken,

Attached is an agreement with the Oregon Health Authority that provides Tort Liability Coverage to Yamhill County as a provider of Supervision Services for clients under the jurisdiction of the adult and juvenile panels of the Psychiatric Security Review Board (PSRB). This replaces the agreement approved under BO 25-257. References have been updated to reflect the new CFAA information, effective January 1, 2026, through June 30, 2027. There is no funding tied to this agreement.

I recommend approval of this amendment as written. Please let me know if you have any questions.

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

“Approval of agreement #057247 between Yamhill County Health and Human Services and the Oregon Health Authority for PSRB Tort Liability Coverage, effective January 1, 2026, through June 30, 2027. Oracle #HHS26006IGA.”

Thank you,

Lindsey Manfrin, DNP, RN

Health and Human Services Director

Public Health Administrator

Pronouns: she/her/hers

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In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**INTERGOVERNMENTAL AGREEMENT # 44300-00057247
TORT LIABILITY COVERAGE AS A PROVIDER FOR
PSYCHIATRIC SECURITY REVIEW BOARD**

This Agreement is between the State of Oregon acting by and through its Oregon Health Authority hereinafter referred to as “OHA,” and **Yamhill County** hereinafter referred to as “County.”

1. **Term.** This Agreement shall become effective on January 1, 2026, regardless of the date it was actually signed by every party. Unless otherwise terminated or extended, this Agreement expires on June 30, 2027 or when the Financial Assistance Agreement (FAA) between OHA and County during January 1, 2026 through June 30, 2027 is terminated, whichever occurs earlier.
2. **Statutory Authority.**
 - a. Pursuant to ORS 278.315, OHA may provide tort liability coverage through the Oregon Department of Administrative Services to any County or private community care provider (CMHP) that has contracted with OHA to provide supervision, care, treatment, or training of persons under the jurisdiction of the Psychiatric Security Review Board, hereinafter referred to as “PSRB,” or OHA under ORS 161.315 to 161.351. The coverage provided shall be self-insurance by the State of Oregon to the limits contained in ORS 30.260 to 30.300.
 - b. Pursuant to ORS 278.405, the Oregon Department of Administrative Services has the authority to direct and manage all risk management and insurance programs of state government except for employee benefit insurance programs as otherwise provided in ORS Chapter 243.
 - c. Pursuant to ORS 278.320, ORS 30.260 to 30.300 does not apply to claims against private community care providers (CMHPs) by reason of the provision of tort liability coverage to those providers pursuant to ORS 278.315. Private community care providers that are provided tort liability coverage under ORS 278.315 remain liable for any damages, including the cost of defense, in excess of the coverage provided under ORS 278.315.

County’s tort liability coverage under ORS 278.315 is to the limits contained in ORS 30.260 to 30.300 and per Section 3. Indemnity by State. County remains liable for any damages, including the cost of defense, in excess of this limit.

3. **Indemnity by State.**

From funds available in that portion of the Insurance Fund dedicated for state insurance programs, the state of Oregon, acting by and through DAS, and subject to ORS 278.120(1) and rules and policies adapted by DAS in administration of the state’s insurance and risk management activities, shall defend and indemnify county or private community care provider

and its employees, but only up to the limits for tort claims specified in ORS 30.271 and 30.273 (including the costs of defense; defense cost is inside the limit, not in addition to the limit), for damages and costs of claims for torts committed or alleged to have been committed by county, private community care provider or its employees in the course of county's or private community care provider's delivery of professional services under this agreement. Subject to ORS 278.120(1), the monetary limits stated above, and rules and policies adapted by DAS in administration of the state's insurance and risk management activities, county or private community care provider and its employees are entitled to the same defense and indemnification that qualifying agents of OHA would receive under 30.260 to 30.300. However, none of the terms of this agreement are intended to – and none do – make county, private community care provider or its employees the agents or employees of OHA, DAS, or the state of Oregon generally. County or private community care provider remains liable for any damages, including the cost of defense, in excess of this Indemnity.

All private community care providers must maintain the private community care provider's own insurance in the amount required by Exhibit H, Insurance Requirements, from the County Financial Assistance Agreement (CFAA). Provider must maintain the certificate of insurance and provide it to DAS Risk upon request. The County or private community care provider must immediately notify DAS Risk Management if a claim is reported to them. They must provide a copy of the notice or lawsuit immediately upon receiving. The above information should be sent to:

Department of Administrative Services
Attn: Risk Management / EGS
P.O. Box 12009
Salem, OR 97309-0009

Website: www.oregon.gov/das/risk/pages/index.aspx
If questions: 503-373-7475

4. Statement of Work and Consideration.

- a. The County shall continue to provide PSRB Mental Health Services, as specified in Exhibit B, Subsection 3.c.(2) of the 2026-2027 CFAA.
- b. The County shall submit a quarterly report of all PSRB clients that are enrolled in an educational program or that are currently independently employed or currently receiving supported employment services.
- c. OHA obligates itself to provide liability coverage, up to the limits contained in ORS 30.260 to 30.300, to the County while delivering PSRB services to the extent that any tort claim arises out of the County's provision of supervision, care, treatment or training of persons pursuant to the terms of the 2026-2027 CFAA.

- 5. Funds Available.** OHA has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OHA's biennial appropriation or limitation. The County understands and agrees that OHA's payment of amounts under this Agreement are attributable to work performed after the last day of the current biennium and are contingent on OHA receiving, from the Oregon Legislative Assembly, appropriations, limitation, or other

expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, OHA may terminate this Agreement without penalty or liability to OHA, effective upon the delivery of written notice to the County, with no further liability to the County, except that termination shall not prejudice County's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

6. Termination

- a. This Agreement may be terminated by written mutual consent of both parties or by either party upon 30 calendar days written notice to the other party.
- b. OHA may terminate this Agreement effective upon delivery of written notice to the County or at such later date as may be established by OHA under any of the following conditions:
 - (1) The County is deficient in providing PSRB Services as outlined in Exhibit B, Subsection 3.c.(2) of the 2026-2027 CFAA within the time specified herein or any extension thereof.
 - (2) OHA's 2026-2027 CFAA with County is terminated.
- c. Termination under this Section shall not prejudice County's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.

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

8. Compliance with Applicable Law. The County shall comply with all federal, state, and local laws and ordinances applicable to the services being provided under this Agreement. The County, its officers, and employees are not agents of OHA for the purposes of ORS 30.260 to 30.300. Without limiting the generality of the foregoing, County expressly agrees to comply with:

- a. Title VI of the Civil Rights Act of 1964;
- b. Section V of the Rehabilitation Act of 1973;
- c. The Americans with Disabilities Act of 1990;
- d. ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and

- e. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
9. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions 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.
10. **Merger Clause.** This Agreement and the attachments constitute the entire Agreement between the parties. No waiver, consent modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all signatories to this Agreement. 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. The County, by the signature below of its authorized representative, hereby acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

11. Signatures:

Yamhill County

By:

	County Commissioner	
Authorized Signature	Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature	Title	Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature	Title	Date

Approved by the Department of Administrative Services:

By:

Approved by Shelly Hoffman, Risk Manager, Department of Administrative Services, on April 25, 2025; letter in contract file.

Agenda Item J1

Public Hearing Docket

C-09-25

<https://www.yamhillcounty.gov/DocumentCenter/View/19013/C-09-25-BOC-Hearing-Packet-PDF>