

TRANSIT PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into by and between **YAMHILL COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as the “County”, and **Oregon Mennonite Residential Services**, an Oregon Non-Profit Organization whose Federal Employer Identification No. is 93-0916864, hereinafter referred to as the “Provider”.

RECITALS

WHEREAS, The County receives both state and federal funding to operate public transportation services throughout the Yamhill County Transit Area, an ORS 451 County Service District (“YCTA”); and

WHEREAS, The County is authorized under Oregon Revised Statutes to furnish and operate public transportation services and to enter into an agreement with a contractor to provide such services; and

WHEREAS, The County and the Provider desire to enter into this Agreement for the Provider’s Elderly & Disabled Transportation Project (“Project”); 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 Agreement shall become effective, and services required hereunder shall commence, on the date the Agreement is executed by both parties, or on July 1, 2025, whichever is sooner, and shall terminate on June 30, 2027, unless otherwise terminated or extended as provided herein. Upon mutual agreement of the parties, the term may be renewed and extended in accordance with Section 6.

2. **CONSIDERATION.** As consideration for the performance of all terms and conditions set forth in this Agreement, the County shall pay the Provider a sum not to exceed \$44,320.00 for Project Operations. The County shall make payment upon receipt and acceptance of the services as invoiced by the Provider. The County shall pay invoices within thirty (30) days after the Quarterly Reimbursement Request from the Provider has been received and approved by the authorized a County representative.
 - a. Please see Payment Schedule **Exhibit A**.
 - b. The compensation provided herein shall be exclusive, and the County shall neither pay nor provide Provider 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 Provider for any purpose whatsoever unless otherwise agreed in writing. The Provider 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 Provider.

- c. Payment to the Provider is contingent upon the County receiving funding pursuant to the State of Oregon STIF POP/Funding Formula Fund Program grant #35867, (hereinafter referred to as the “Grant”). If payments to the County are reduced by the State, payments to the Provider will be reduced on a pro-rata basis unless otherwise determined by the County.
3. SERVICES. The Provider shall provide to the County services as specified in **Exhibit B** and provide quarterly reports, **Exhibit D**, attached hereto and by reference incorporated herein.
4. ADDITIONAL OBLIGATION OF THE PROVIDER.
 - a. The Provider shall comply with all applicable terms, conditions, certifications, and assurances described and made applicable to the Provider under the Grant, and the Provider further agrees and understands that all applicable requirements contained within the Grant, or that are incorporated therein by reference, including as amended, are hereby incorporated into this Agreement, and shall pass through the County and apply to the Provider.
 - b. The Provider shall reasonably cooperate with the County to enable the County to meet its obligations under the Grant, including but not limited to, the auditing, accounting, and reporting requirements outlined in administrative rule as applicable to the provision of funding for the payment of services provided hereunder.
 - c. If the Provider intends to use the funding provided hereunder to acquire, purchase, or lease a “Capital Asset” (as defined in OAR 732-040-005), the Subrecipient shall comply with all applicable provisions of OAR 732-042-0040, Capital Asset Requirements, including as they may be amended throughout the term of this Agreement. Additionally, the Subrecipient shall provide the County with a report of the “Capital Asset inventory,” as described in OAR 732-042-0040(2), including an identification of any sale, transfer, or other disposition of the Capital Asset. Capital Asset Reports must be submitted to the County annually no later than May 31 of each year. Please see **Exhibit C: Oregon Department of Transportation (ODOT) Public Transportation Division Vehicle Purchase Guidance**.
 - d. The Provider shall maintain and operate any vehicles and other capital items purchased with funding hereunder in accordance with maintenance and inspection schedules provided by the manufacturer, or other documented maintenance plan.
 - e. At the Provider's own expense, the Provider shall provide the County with quarterly reports within twenty-one (21) days following the end of each quarter. For the purposes of this Agreement, Quarter One is July 1 through September 30, Quarter Two is October 1 through December 31, Quarter Three is January 1 through March 31, and Quarter Four is April 1 through June 30.
 - f. At the Provider's own expense, the Subrecipient shall submit to the County an annual audit covering all funds expended under this Agreement by the Subrecipient, including any funds expended by a party to any sub agreements as permitted hereunder.
 - g. The Provider shall not delegate the responsibility for providing services hereunder to any other individual or agency except as may be provided for herein.
 - h. The Provider shall comply with all applicable federal requirements contained in the Certifications and Assurances within the Grant, including as they may be changed or amended during the term of this Agreement.
 - i. The Subrecipient shall establish and implement a drug and alcohol testing program that complies with 49 CFR Pars 653 and 654, produce any documentation necessary

to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Oregon, or Yamhill County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program and review the testing process.

- j. The Subrecipient shall certify annually its compliance with 49 CFR Parts 653 and 654 on or before July 1, and submit the Management Information System (MIS) reports, of each year, to the County and its contact. To certify compliance, the Subrecipient shall use the “Substance Abuse Certification” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.
 - k. The Subrecipient shall not delegate the responsibility for providing services hereunder to any other individual or agency except as may be provided for herein.
5. **INDEPENDENT CONTRACTOR.** This Agreement is not a contract of employment. The County does not seek to hire Provider as an employee(s) of the County nor does the Provider desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Provider, in performing the services specified herein, shall be and act as an independent Provider and shall have professional control of the work and the manner in which it is performed. The Provider 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 Provider 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 Provider’s services. The Provider 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 Provider.
 6. **AMENDMENT.** This Agreement 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.
 7. **COMPLIANCE WITH ORS 279B.220.** For all services provided under this Agreement, the Provider 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 Provider or any Sub Provider; (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 Provider does not pay promptly any claim that is due for the services furnished to the Provider by any Sub Provider in connection with this Agreement, the County may pay such claim and charge that payment against any payment due to the Provider under this Agreement. The County’s payment of a claim does not relieve the Provider or its surety, if any, from their obligations for any unpaid claims.
 8. **HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS.**

- a. Pursuant to ORS 279B.235(3), the Provider shall pay the Provider's employees who perform work under this Agreement 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 Provider shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Agreement 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 Provider shall not prohibit any of the Provider'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 Provider shall notify, in writing, any person employed by the Provider under this Agreement, 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 Provider may require the employees to work.
9. WORKERS' COMPENSATION. If the Provider is a subject employer for workers' compensation or unemployment insurance purposes, Provider 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 Agreement will render the Provider and the Provider'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 Provider or the Provider's employees.
10. COMPLIANCE WITH LAWS. The Provider shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Agreement, 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 Provider of any applicable law required in the provision of services hereunder shall constitute breach of this Agreement, and Provider shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.
11. ADDITIONAL MANDATES. Pursuant to the Grant, the Provider shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances. Without limiting the generality of the foregoing, the Provider expressly agrees to comply with the following:
- a. The Provider shall comply with the following federal mandates:
 - i. The Provider shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (USDOT) (49 CFR 21, Subtitle A). The Provider shall exclude no person on the grounds of race, religion, color, sex,

age, national origin, or disability from the benefits of aid received under this Agreement. The Provider will report to the County on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the parties entered into a consent decree.

- ii. The Provider shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
- iii. The Provider shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Provider shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The Provider's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- iv. The Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate.
- v. By executing this Agreement, the Provider certifies that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the services to be provided herein, the Provider shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to the County at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on

lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

- b. The Provider shall comply with all applicable federal requirements contained in the Certifications and Assurances within the Grant, including as they may be changed or amended during the term of this Agreement.
- c. The Provider shall comply with all applicable provisions of ORS 184.751 through 184.766 and OAR Chapter 732, Divisions 40, 42, and 44, including as they may be amended throughout the term of this Agreement.

12. INDEMNIFICATION.

- a. Indemnification of the County. The Provider shall take all responsibility for the work and services provided hereunder and shall bear all losses and damages directly or indirectly resulting to the Provider, to any subcontractor, to the County, to County officers and employees, to YCTA, or to parties designated by County or YCTA, on account of the performance of Services or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Provider or of any subcontractor. The Provider shall indemnify, defend and hold harmless Yamhill County, its officers, officials, directors, employees and agents and YCTA from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of Provider under the terms of this Agreement. The Provider shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the services to be performed under this Agreement. Neither the Provider nor any attorney engaged by the Provider shall defend the claim in the name of the County or any department or office of the County, nor purport to act as legal representative of the County or any of its departments or offices without first receiving from the County's legal counsel authority to act as legal counsel for the County, nor shall the Provider settle any claim on behalf of the County without the approval of the County's legal counsel. The County may, at its election and expense, assume its own defense and settlement.
- b. Indemnification of the State. The Provider and its contractor(s) and subcontractor(s) that are not units of local government, if any, shall indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation, and its officers, employees and agents (collectively, "State") from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Provider or its contractor(s) and subcontractor(s) or any officers, agents, employees of the aforementioned entities ("Claims"). It is the specific intention of the parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the Provider, and any of its contractors and subcontractors, from and against any and all Claims. In the event of any such indemnification, neither the Provider, nor its contractor(s) or subcontractor(s), nor any attorney engaged by the Provider or its contractor(s) or subcontractor(s), shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior

written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the even that it determines that the Provider is prohibited from defending the State of Oregon, or that the Provider is not adequately defending the State of Oregon’s interest, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State of Oregon reserves all rights to pursue claims it may have against the Provider if the State of Oregon elects to assume its own defense.

13. **INSURANCE.** The Provider shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Agreement:
 - a. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000, covering all activities and operations of the Provider; and
 - b. Commercial Automobile Liability Insurance, with a per occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000, for all owned, non-owned, and hired vehicles used in the performance of the services required hereunder; and
 - c. Additional Insurance Requirements:
 - i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Agreement. 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 Agreement plus for three (3) years after the termination of this Agreement.
 - ii. Insurance coverage shall apply on a primary and non-contributory basis. The Provider’s insurance carrier(s) shall be liable for the full amount of any loss or claim for which the Provider is liable, up to and including the total limit of liability, without right of contribution from any other insurance which may be in effect for the benefit of County.
 - iii. Prior to commencing services, the Provider 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, it’s officers, employees, agents, and volunteers are additional insureds with respect to the Provider’s services provided under this Agreement 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 Provider or its insurer to the County. If requested, the Provider shall provide complete copies of insurance policies to the County.
 - iv. State Requirements: Providers that are not units of local governments as define in ORS 190.003 shall comply with the insurance provision above. However, in the event that this Agreement and the Grant require different insurance coverage limits, the Provider shall obtain coverage in an amount not less than the higher of two insurance coverage limits.

14. TERMINATION.

- a. County's Termination for Convenience. The County may terminate this Agreement 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 Provider with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Provider 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 Provider 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 Agreement without liability or penalty for either of the following causes by the mailing of written notice to the Provider at the Provider's address provided herein, specifying the cause:
 - i. The Provider breaches any of the provisions of this Agreement; and/or
 - ii. The Provider no longer holds all licenses or certificates that are required to perform the services required under this Agreement; and/or
 - 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 Provider's services; and/or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Agreement are prohibited, or the County is prohibited from paying for such services from the planned funding source.
- c. Provider's Termination for Cause. The Provider may terminate this Agreement for cause if the County fails to pay the Provider pursuant to this Agreement. The Provider may also terminate this Agreement for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Agreement and such breach or failure is not cured within thirty (30) calendar days after delivery of the Provider's notice, or such longer period as the Provider may specify in such notice.

15. FORCE MAJEURE. Neither the County nor the Provider 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 Provider. The Provider 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 Agreement. The risk of loss or damage to the subject matter of this agreement shall be upon the Provider until such time as the County has accepted the services required hereunder.

16. ASSIGNMENT; DELEGATION; SUCCESSOR. The Provider shall not assign, delegate, nor transfer any of its rights or obligations under this Agreement without the County's prior written consent. The County's written consent does not relieve the Provider of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the Provider's agent. The provisions of this Agreement 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 Agreement 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 Provider 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. 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 Provider 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 Provider shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Provider shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Provider’s performance hereunder. The Provider 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 Agreement 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 Provider for a minimum of six (6) years (except as required longer by law) following final payment and 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.
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: Yamhill County
ATTN: Cynthia Thompson
535 NE 5th Street
McMinnville, Oregon 97128
thompsonc@yamhillcounty.gov

Provider: Oregon Mennonite Residential Services (OMRS)
ATTN: Lorelei LaVoie
325 SW Elmwood Ave.
McMinnville, Oregon 97128
Lorelei@omrs-dd.org

20. **FOREIGN CONTRACTOR.** If the Provider is not domiciled in or registered to do business in the State of Oregon, the Provider 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 Agreement. The County shall withhold final payment under this Agreement until the Provider has met this requirement.

21. TAX CERTIFICATION. The Provider 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 Agreement. Pursuant to ORS 279B.045, the Provider'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 Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement, 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.

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 PROVIDER, 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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

PROVIDER

Loralei Lavoie
Signature

Loralei LaVoie
Name (printed)

Executive
Director _____ Title

8/11/25 Date

YAMHILL COUNTY

DocuSigned by:
Kit Johnston
8E58DDAC84AB478...
Chair, **KIT JOHNSTON**

Signed by:
David "Bubba" King
8E58DDAC84AB478...
Commissioner, **(BUBBA) DAVID KING**

DocuSigned by:
Mary Starrett
8E58DDAC84AB478...
Commissioner, **MARY STARRETT**

8/28/2025
Date

APPROVED AS TO FORM

DocuSigned by:
By: Christian Boenisch
42D9EF9444634DC...
County Counsel, **CHRISTIAN BOENISCH**