



MARION COUNTY BOARD OF COMMISSIONERS

"Delivering Excellence Everyday"

Wednesday, January 21, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

CONSENT

PUBLIC WORKS

1. Approve the Private Development Agreement for Public Road Improvements with Capital Futbol Club to establish the terms, conditions, and timelines for the construction of an eastbound left turn lane on State Street in Salem, Oregon.

TAX OFFICE

2. Approve orders for a property tax refund for the following tax accounts:
- Cartwright Apartments, LLC, account 585520 in the amount of \$22,638.81; and
 - Return Polymers, Inc., account 510656 in the amount of \$25,990.66.

LEGAL COUNSEL

3. Approve the withdrawal of ordinance #1485 approving case no. CU/CP 24-038 / TLM Holdings, LLC, for reconsideration of findings per Legal Counsel recommendation.

ACTION

HEALTH AND HUMAN SERVICES

4. Consider approval of the Memorandum of Understanding to establish a collaborative partnership between Marion County Health and Human Services (MCHHS) and the City of Salem Fire Department (SFD) to implement and support the Rapid, Engagement, Assessment, and Community Health (REACH) Team Pilot Program. –Katrina Griffith, Debbie Wells, and David Gerboth, Fire Chief, City of Salem Fire Department

5. Consider approval of an order to revise the bylaws for the Marion County Ambulance Service Area (ASA) Advisory Committee. –Katrina Griffith

BOARD OF COMMISSIONERS

Board Committee Appointments – Ambulance Service Area Advisory Committee

6. Consider approval of orders appointing Sherry Bensema, Frank Ehrmantraut, Daniel Freitag, and David Gerboth to the Marion County Ambulance Service Area (ASA) Advisory Committee with terms ending January 31, 2029; and orders appointing Brian Butler as Chair and Sherry Bensema as Vice-Chair for the ASA Advisory Committee with terms beginning January 31, 2026, and ending January 31, 2028. –Katrina Griffith

CLERK’S OFFICE

7. Consider approval of the Software as a Service (SaaS) Agreement with i3logix, Inc. in the amount of \$100,050 for ballot tracking software that provides real time updates for Marion County voters retroactive to January 1, 2026, through December 31, 2028.
–Rebekah Stern Doll

PUBLIC HEARINGS

Starting no earlier than 9:30 a.m.

None.

Members of the public may submit written testimony by email to PublicHearings@co.marion.or.us For agenda items where in-person testimony is allowed, the public may sign up to provide testimony by telephone by emailing PublicHearings@co.marion.or.us at least 24 hours before the meeting. The email must specify the meeting date/time and agenda topic for which testimony is being submitted. For telephone testimony requests, the email must also include your name and the phone number that staff should use to call you at the appropriate time.

If you require interpreter assistance, an assistive listening device, large print material or other accommodations, call 503-588-5212 at least 48 hours in advance of the meeting. TTY 503-588-5168 Si necesita servicios de interprete, equipo auditivo, material copiado en letra grande, o culaquier otra acomodacion, por favor llame al 503-588-5212 por lo menos 48 horas con anticipacion a la reunion. TTY 503-588-5168 Marion County is on the Internet at: www.co.marion.or.us



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 21, 2026

Department: Public Works

Title: Private Development Agreement with Capital Futbol Club

Management Update/Work Session Date: November 4, 2025 Audio/Visual aids ☐

Time Required: Consent Contact: Max Hepburn Phone: 503-566-4157

Requested Action:

Approve the private development agreement with Capital Futbol Club for future construction of an eastbound left turn lane on State Street.

Issue, Description & Background:

Capital Futbol Club (CFC) applied for and received approval to construct a clubhouse under Conditional Use Case 24-007. Condition 2.D of the approval requires CFC enter into an agreement with the County for construction of traffic mitigation measures. CFC and the County mutually agree an eastbound left turn lane is the appropriate mitigation measure for traffic generated by the site.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments:

Private Development Agreement

Presenter:

Max Hepburn

Department Head Signature:

Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2025.12.10 08:46:37 -08'00'

Contract Review Sheet

Private Development Agreement

PW-6965-26

Title: Private Development Agreement for Public Road Improvements

Contractor's Name: Capital Futbol Club

Department: Public Works Department Contact: Janet Wilson

Analyst: Kathleen George Phone #: (503) 566-4139

Term - Date From: Execution Expires: January 14, 2033

Original Contract Amount: \$ - Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ - Amd% 0%

No Funds Exchanged ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: Not Applicable (Incoming Funds) Department

Description of Services or Grant Award

This Private Development Agreement, between Marion County and Capital Futbol Club, states the terms for the construction of a Left-Turn Lane (LTL) in conformance with Marion County Lanud use Case No. 97-35, Conditional Use Case NO. 24-007, and the Emergent Economic Opportunity Program (EEOP) Grant Agreement CS-6650-25.

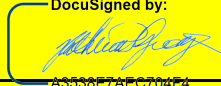
Desired BOC Session Date: 1/21/2026 Contract should be in DocuSign by: 12/31/2025

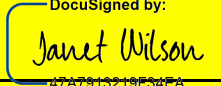
Agenda Planning Date 1/8/2026 Printed packets due in Finance: 1/6/2026


Management Update 11/4/2025 BOC upload / Board Session email: 1/7/2026

BOC Session Presenter(s) Max Hepburn Code: Y

REQUIRED APPROVALS

DocuSigned by:

A3338E7AEC704F4...
Finance - Contracts 12/31/2025
Date

DocuSigned by:

47A7813218F34EA...
Contract Specialist 1/2/2026
Date

Signed by:

00C96A0F700240B...
Legal Counsel 12/31/2025
Date

DocuSigned by:

BC46961248DE4EC...
Chief Administrative Officer 12/31/2025
Date

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING (ORS 205.234). ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS CONTAINED WITHIN THE DOCUMENT.

- A. Names of the Transactions described in the attached instrument: Private Development Agreement for Public Road Improvements
- B. Names of First Parties: Capital Futbol Club
- C. Names of Second Parties: Marion County, a political subdivision of the State of Oregon.
- D. Consideration Paid (If applicable): None.
- E. Lien or Satisfaction Amount (if applicable): None.
- F. Until a change is requested, all tax statements shall be sent to the following address:

Capital Futbol Club c/o Thom Nash
1678 Liberty St SE
Salem, OR 97302

- G. Name and address of person authorized to receive the instrument after recording:

Scott A. Norris
Marion County Office of Legal Counsel
PO Box 14500
Salem OR 97309

PRIVATE DEVELOPMENT AGREEMENT FOR PUBLIC ROAD IMPROVEMENTS

RECITALS

- A. This Development Agreement (“**Agreement**”) is between MARION COUNTY, a political subdivision of the State of Oregon (“**County**”) and CAPITAL FUTBOL CLUB, an Oregon nonprofit corporation (the “**Owner**”). The County and Owner are jointly referred to herein as the “**Parties**” and severally referred to herein as a “**Party**.”
- B. Whereas, Owner’s predecessor in interest applied for and the County granted conditional use approval under Marion County Case No. 97-35 authorizing outdoor soccer facilities (herein the “**97CUP**”) located on a 37.58 acre parcel located at 5201 State Street, Salem, Marion County Oregon, which is legally described on the attached Exhibit A that is incorporated herein by this reference (herein referred to as the “**Property**”);
- C. Whereas, Owner applied for and the County granted conditional approval under Conditional Use Case No. 24-007 (herein the “**24CUP**”) authorizing a clubhouse building including an indoor soccer field and retail space on the Property;
- D. Whereas, Condition 6 of the 97CUP reads as follows:
- “The applicant shall sign an agreement with the Department of Public Works to submit a Transportation Demand Management Program and to construct a left turn lane into the subject property as required by Public Works.”
- E. Whereas, Conditions 2.C and 2.D of the 24CUP read as follows:
- “**Condition C** – No later than 180 calendar days following the issuance of the building permit for the proposed clubhouse, submit to the County and obtain County approval of a Traffic Impact Analysis (TIA) evaluating the potential road improvements that may be necessary to address traffic generated by the site. The TIA shall address all traffic generated by the site, not only the proposed clubhouse.
- Condition D** – Prior to use of the proposed clubhouse, execute and record on the subject property an agreement with the County to construct and fund, either in part or in whole, the TIA identified traffic mitigation measures upon the sooner of future development of the subject property or at such time the County deems necessary for public safety[.]”
- F. Whereas, County will deem Conditions 2.C and 2.D of the 24CUP, and Condition 6 of the 97CUP satisfied through the execution and fulfillment of the terms contained in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants contained herein, the Parties hereby covenant and agree with one another as follows:

1. **Owner to Construct Eastbound Left-Turn Lane.** Owner shall design, permit and construct an eastbound left turn lane (“LTL”) and other features as necessary to conform to County engineering and development standards according to the timeline set forth in section 3 below. The LTL and other features shall generally be constructed in conformance with the concept design dated April 25, 2025 prepared by AKS Engineering and Forestry, LLC as provided in Exhibit A of Emergent Economic Opportunity

Program Grant Agreement CS-6650-25. Any modifications to the design shall be reviewed and approved by the County Engineer.

2. **Funding.** The County has awarded Owner an Emergent Economic Opportunity Program grant for construction of the LTL. The County acknowledges additional funds exceeding those of the grant will likely be necessary. Owner shall be solely responsible for raising all additional funds necessary for the design and construction of the LTL and other features as necessary. The County will waive the construction permit fee for the LTL.
3. **Timeline for Construction of LTL.** No later than five (5) years from the date of execution of this Agreement, Owner shall apply for a permit from County for the construction of the LTL. Construction of the LTL shall pass final inspection by County within two (2) years from the date of permit issuance. All improvements shall be constructed in accordance with County engineering standards, and all work shall be accepted in the form of a final inspection by the County Engineer or designee.
4. **Owner Right of Way Dedication.** Owner agrees to dedicate without compensation any additional right of way necessary for the construction of the LTL.

5. Breach; Remedies

5.1 Breach. Any violation of a term or condition of this Agreement shall constitute a breach by the Party violating the term or condition.

5.2 Remedies for Owner. If Marion County breaches this Agreement, Owner's remedy is limited to reimbursement for expenses incurred by Owner to install the LTL up to the date of breach. Prior to the exercise of this remedy, Owner shall give Marion County written notice of the breach and intent to terminate and seek damages. If Marion County has not initiated a cure to resolve the breach within 15 calendar days of the date of the notice, then Owner may terminate the Agreement at any time thereafter by giving a written notice of termination, with a calculation of the damages due to the breach. In the alternative to the remedy set forth in this section, Owner is entitled to any other equitable and legal remedies that are available.

5.3 Remedies for Marion County. If Owner breaches this Agreement, Marion County is entitled to terminate this Agreement and recover damages equal to Marion County's cost to complete the LTL as of the date of the breach. If additional right of way is necessary to construct the LTL, Owner shall dedicate without compensation the necessary additional right of way. Prior to the exercise of this remedy, Marion County shall give Owner written notice of the breach and intent to terminate and seek damages. If Owner has not initiated a cure to resolve the breach within 15 calendar days of the date of the notice, then Marion County may terminate the Agreement at any time thereafter by giving a written notice of termination, with a calculation of the damages due to the breach. In the alternative to the remedy set forth in this section, Marion County is entitled to any other equitable and legal remedies that are available.

6. Miscellaneous Provisions.

6.1 Effective Date. This Agreement shall become effective upon the date of the last signature hereon.

6.2 Compliance With Applicable Law. The Parties shall each comply with all federal, state and local laws, regulations, rules and resolutions applicable to the provisions of this Agreement.

6.3 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 this Agreement did not contain the particular term or provision held to be invalid.

6.4 Modification. This Agreement may not be altered, modified, supplemented or amended in any manner whatsoever except by mutual agreement of the Parties in writing. Any such alteration, modification, supplementation or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by Owner and an authorized representative of Marion County.

6.5 Waiver. No provision of this Agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of this Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision.

6.6 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same Agreement.

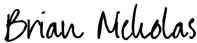



6.7 Entire Understanding. This Agreement sets forth the entire understanding between the Parties as of the effective date hereof; however, the Parties contemplate that they may from time to time supplement, modify and elaborate upon the understandings set forth herein.

6.8 Successors and Assigns. This Agreement shall run with the land for all of the Properties, and shall be binding upon the Parties, and their successors and assigns.

7. Recording. This Agreement shall be recorded in the deed records of Marion County, Oregon. Owner shall bear all costs to record this Agreement.

IN WITNESS WHEREOF, Owner and Marion County have caused this Agreement to be executed on their behalf.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair		Date
<hr/>		
Commissioner		Date
<hr/>		
Commissioner		Date
<hr/>		
Authorized Signature:	<div>DocuSigned by:</div>  <div>9793BA7ACD6D443...</div>	12/31/2025
	Department Director or designee	Date
<hr/>		
Authorized Signature:	<div>DocuSigned by:</div>  <div>DC16351248DE4EC...</div>	12/31/2025
	Chief Administrative Officer	Date
<hr/>		
Reviewed by Signature:	<div>Signed by:</div>  <div>60C9BA6F706240B...</div>	12/31/2025
	Marion County Legal Counsel	Date
<hr/>		
Reviewed by Signature:	<div>DocuSigned by:</div>  <div>A3538E7AEC704F4...</div>	12/31/2025
	Marion County Contracts & Procurement	Date

STATE OF OREGON)

)ss.:

County of Marion)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Danielle Bethell, who stated that she is a Commissioner of Marion County, and that she executed the foregoing instrument as its voluntary act and deed.

Notary Public for Oregon

My commission expires: _____

STATE OF OREGON)

)ss.:

County of Marion)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Kevin Cameron, who stated that he is a Commissioner of Marion County, and that he executed the foregoing instrument as its voluntary act and deed.

Notary Public for Oregon

My commission expires: _____

STATE OF OREGON)

)ss.:

County of Marion)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Colm Willis, who stated that he is a Commissioner of Marion County, and that he executed the foregoing instrument as its voluntary act and deed.

Notary Public for Oregon

My commission expires: _____

OWNER

Capital Futbol Club

By: _____

Name: _____

Title: _____

Date: _____

STATE OF OREGON)

)ss.:

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, who stated that he/she is a _____, and that he/she executed the foregoing instrument as its voluntary act and deed.

Notary Public for Oregon

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION IDENTIFYING SUBJECT PROPERTY

A parcel of land being situated in the Southeast $\frac{1}{4}$ of Section 29, Township 7 South, Range 2 West, Willamette Meridian, Marion County, Oregon, the said parcel being a portion of the certain tract conveyed to PGE Company by Betty M. Wilson and J. Hobart Wilson by that certain Warranty Deed dated July 19, 1974 and recorded on July 31, 1974 in Volume 784, Page 55 of Deed Records of said county. The said parcel is more particularly described as follows, to-wit:

Beginning at a point which is the Southeast corner of a tract of land conveyed for use as a part of a County Road, by deed recorded in Volume 133, Page 149, Deed Records for Marion County, Oregon, which point is .30 chains North and 1.00 chain West from the most Northerly Northwest corner of the J. C. Caplinger Donation Land Claim No. 75, in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence North along the East line of said County Road 20.302 chains, more or less, to the South line of the Southern Pacific Railroad right-of-way; thence East along the South line of said railroad right-of-way 2,002.94 feet, more or less, to the Northwest corner of the tract of land described in the deed recorded in Volume 498, Page 194, Deed Records for Marion County, Oregon; thence South along the West line of said tract and the West line of a tract of land described in the deed recorded in Volume 498, Page 353, Deed Records for Marion County, Oregon 1,273.75 feet, more or less, to the South line of the Ann Woodside Donation Land Claim No. 74; thence West along the South line of said Claim and the North line of said Caplinger Claim 1,936.31 feet, more or less, to the point of beginning.

SAVE AND EXCEPT that parcel of land contained in deed, recorded March 27, 1969 in Book 661, Page 842, Deed Records.

ALSO SAVE AND EXCEPT that parcel of land contained in deed, recorded July 10, 1969 in Book 668, Page 1, Deed Records.

ALSO SAVE AND EXCEPT that parcel of land contained in deed, recorded March 15, 1972 in Book 722, Page 556, Deed Records.

ALSO SAVE AND EXCEPT that parcel of land contained in deed, recorded April 28, 1978 in Reel 121, Page 1729, Deed Records.

ALSO SAVE AND EXCEPT rights of the public in and to that portion of the herein described property lying within the boundaries of public roads and roadways.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 21, 2026

Department: Tax Office

Title:

Property tax refund for Cartwright Apartments LLC

Management Update/Work Session Date: _____

Audio/Visual aids ☐

Time Required: 15 min.

Contact: Austin Fowler, Tax Collector

Phone: ext. 2244

Requested Action:

Approve order authorizing property tax refund for Cartwright Apartments LLC.

Issue, Description
& Background:

The Tax Collector received duplicate payments on account 585520 for the 2025-26 tax year. ORS 311.806(1) requires the county governing body to issue refunds in situations like this. The total amount of the refund due is \$22,638.81. The Board has delegated authority to issue tax refunds under \$20,000 to the tax collector; all others must go to the Board for approval. By statute, no interest is due on this refund.

Financial Impacts:

The amount of the refund is \$22,638.81.

Impacts to Department
& External Agencies:

None, beyond the processing of the refund itself.

List of attachments:

1. Property tax petition for refund of Cartwright Apartments LLC, with supporting documentation. 2. Board Order.

Presenter:

Austin Fowler, Tax Collector

Department Head
Signature:

Natasha McVey

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of approving property)
tax refund as submitted by the)
Marion County Tax Collector.)

Order No.

This matter came before the Board of Commissioners upon the recommendation of the Marion County Tax Collector regarding a tax refund petition on account no. 585520, attached hereto and incorporated herein by this reference; and

WHEREAS, the Board finds that the petitioner has demonstrated that a tax refund is due in the amount as set forth on the petition; and

WHEREAS, the Board finds that the Marion County Tax Collector approved the refund as to the amount; and

WHEREAS, the Board finds that Marion County Legal Counsel has approved the refund as to legal form,

NOW, THEREFORE, IT IS HEREBY ORDERED that a refund be made to the petitioner on account no. 585520 in the amount indicated on the petition.

DATED this _____ day of _____ 20____.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



Tax Account: **585520**

MARION COUNTY BOARD OF COMMISSIONERS
C/O MARION COUNTY TAX COLLECTOR
PO BOX 2511
SALEM, OR 97308-2511

REFUND PETITION

PETITIONER: CARTWRIGHT APARTMENTS LLC
575 MISSION ST SE
SALEM OR 97302

Petitions the Board of County Commissioners for a refund under ORS 311.806 of taxes paid on Real property.

Tax Account	Tax Year	Tax Amount	Interest through N/A	Refund Amount
585520	2025-26	\$22,638.81	N/A	\$22,638.81

REASON FOR REFUND:

DUPLICATE PAYMENT RESULTING IN OVERPAYMENT ON PROPERTY TAX ACCOUNT.

Signed: See Attached File

Petition verified and refund recommended:

, Marion County Tax Collection Dept. Date 12/30/2025

Approved as to Form

12/31/25
Legal Counsel



TAX COLLECTION DEPARTMENT

Natasha McVey, Tax Collector
Phone: (503) 588-5215 Fax: (503) 566-3911
E-mail: PropertyTax@co.marion.or.us

Account Number: **585520**



Dec 08 2025

PAYER A:
CUSTOMER CARE INC ✓
576 PATTERSON ST NW STE 110
SALEM OR 97304

RECEIVED
DEC 17 2025
MARION COUNTY
TAX COLLECTOR

PAYER B:
CARTWRIGHT APARTMENTS LLC
575 MISSION ST SE
SALEM OR 97302

Account: **585520**
Prop. Owners: CARTWRIGHT APARTMENTS LLC
Prop. Location: 120 BUSH ST S SALEM OR 97302
Map Tax Lot: 073W27CA09300
Amt. of Refund: **\$22,638.81**
Cause of Overage: **DUPLICATE PMT**

We have received, **and applied 2025** property tax payments from both payers, noted above. The amount of **\$22638.81** will be refunded to only one party. [NOTE: Refund amounts cannot be altered.]

We recommend that you contact the other payer, shown above, then notify us **in writing** as to who should receive the refund, *even if it is not one of the payers listed above*. We need **written refund instructions from both parties that paid**. Please sign and return this notice to the Tax Collection Department.

Please refund this overage to the following name and address:

Refund PAYER B

APPROVED

DEC 23 2025

Signed: X

Date:

12-17-25

*Same Person 'owns' both the LLC & 'INC' - per Secretary of state

555 Court St NE Room 2242 ■ PO Box 2511 ■ Salem, Oregon 97308-2511 Website



TAX COLLECTION DEPARTMENT

Natasha McVey, Tax Collector
Phone: (503) 588-5215 Fax: (503) 566-3911
E-mail: PropertyTax@co.marion.or.us

Account Number: **585520**



Dec 08 2025

PAYER A:
CARTWRIGHT APARTMENTS LLC
575 MISSION ST SE
SALEM OR 97302

RECEIVED
DEC 17 2025
MARION COUNTY
TAX COLLECTOR

PAYER B:
CUSTOMER CARE INC
576 PATTERSON ST NW STE 110
SALEM OR 97304

Account: **585520**
Prop. Owners: CARTWRIGHT APARTMENTS LLC
Prop. Location: 120 BUSH ST S SALEM OR 97302
Map Tax Lot: 073W27CA09300
Amt. of Refund: **\$22,638.81**
Cause of Overage: **DUPLICATE PMT**

We have received, **and applied 2025** property tax payments from both payers, noted above. The amount of **\$22638.81** will be refunded to only one party. **[NOTE: Refund amounts cannot be altered.]**

We recommend that you contact the other payer, shown above, then notify us *in writing* as to who should receive the refund, *even if it is not one of the payers listed above*. We need written refund instructions from both parties that paid. Please sign and return this notice to the Tax Collection Department.

Please refund this overage to the following name and address:

REFUND PAYER A

Signed: **X**

Date: 12-17-25

Marion County Tax Collector **Refund #15145 Summary**

Tax Id 585520

Account # 585520 Roll R Code Area 24910

Owner
 CARTWRIGHT APARTMENTS LLC
 575 MISSION ST SE
 SALEM OR 97302

Payee
 CARTWRIGHT APARTMENTS LLC
 575 MISSION ST SE
 SALEM OR 97302

Lender

Situs 120 BUSH ST S SALEM OR 97302

Reason DUPLICATE PMT

Refund Details

Year	Refund Amount	Refund Interest	Refund Total
2025	\$22,638.81	\$0.00	\$22,638.81
Total	\$22,638.81	\$0.00	\$22,638.81

Check # Comment DUPLICATE PMT; 2025-26 PROP TAXES

Tax History

Year	Tax Type	Total Due	Current Due	Original Due	Due Date
2025	ADVALOREM	(\$22,638.81)	(\$22,638.81)	\$23,338.98	15-Nov-2025

Balance As Of 12/8/2025 (\$22,638.81)

Tax Adjustments

Year	Discount	Adv Interest	Tax Credit
2025	\$0.00	\$0.00	\$22,638.81

Payment History

R #	Year	Date	Payer	Amount
3934399	2025	05-Nov-2025	CUSTOMER CARE INC	\$22,638.81

Comments LTR; P/O PD VIA CHECK NO 1829; CUSTOMER CARE INC PD VIA CHECK NO 0000995016



Marion County Tax Collector

555 COURT ST NE #2242, SALEM, OR 97301
PHONE: (503) 588-5215

PROPERTY TAXES

Payment Date 11-05-2025
Receipt # 3934399

Cashier TAX1
Station MCASR-021160

As Of Date 11-05-2025
Printed Date 12-08-2025

CUSTOMER CARE INC
576 PATTERSON ST NW STE 110
SALEM, OR 97304

CARTWRIGHT APARTMENTS LLC
575 MISSION ST SE
SALEM OR 97302

Tax ID 585531
Account ID 585531
Roll Type Real
Property Desc 073W27CA10400
Code Area 24910

Situs 160 BUSH ST S SALEM OR 97302

Tax Year	Payment	Tax Credit	Interest	Discount	Fees	Adjustments
2025	\$880.25	(\$907.47)	\$0.00	\$27.22	\$0.00	\$0.00
	\$880.25	(\$907.47)	\$0.00	\$27.22	\$0.00	\$0.00

Balance Good Through 11/15/2025 \$0.00

Balance Good Until: 11/15/2025

CARTWRIGHT APARTMENTS LLC
575 MISSION ST SE
SALEM OR 97302

Tax ID 585520
Account ID 585520
Roll Type Real
Property Desc 073W27CA09300
Code Area 24910

Situs 120 BUSH ST S SALEM OR 97302

Tax Year	Payment	Tax Credit	Interest	Discount	Fees	Adjustments
2025	\$22,638.81	(\$23,338.98)	\$0.00	\$700.17	\$0.00	\$0.00
	\$22,638.81	(\$23,338.98)	\$0.00	\$700.17	\$0.00	\$0.00

Balance Good Through 11/15/2025 \$0.00

Balance Good Until: 11/15/2025

Comments MULTI ACCT; OLBP 11/03/2025

THANK YOU FOR YOUR PAYMENT!

Payor
CUSTOMER CARE INC
576 PATTERSON ST NW STE 110
SALEM, OR 97304

Payments \$23,519.06
Change Due \$0.00
Total Payment \$23,519.06

Type	Identifier	Amount
Check	0000995016	\$23,519.06
		\$23,519.06



Marion County Tax Collector

555 COURT ST NE #2242, SALEM, OR 97301
PHONE: (503) 588-5215

PROPERTY TAXES

Payment Date 12-03-2025
Receipt # 3941507

Cashier TAX1
Station MCASR-021160

As Of Date 11-15-2025
Printed Date 12-08-2025

CARTWRIGHT APARTMENTS LLC
575 MISSION ST SE
SALEM, OR 97302

CARTWRIGHT APARTMENTS LLC
575 MISSION ST SE
SALEM OR 97302

Tax ID 585531
Account ID 585531
Roll Type Real
Property Desc 073W27CA10400
Code Area 24910

Situs 160 BUSH ST S SALEM OR 97302

Tax Year	Payment	Tax Credit	Interest	Discount	Fees	Adjustments
2025	\$880.25	(\$880.25)	\$0.00	\$0.00	\$0.00	\$0.00
	\$880.25	(\$880.25)	\$0.00	\$0.00	\$0.00	\$0.00
Balance Good Through 11/15/2025		(\$880.25)				

Balance Good Until: 11/15/2025

CARTWRIGHT APARTMENTS LLC
575 MISSION ST SE
SALEM OR 97302

Tax ID 585520
Account ID 585520
Roll Type Real
Property Desc 073W27CA09300
Code Area 24910

Situs 120 BUSH ST S SALEM OR 97302

Tax Year	Payment	Tax Credit	Interest	Discount	Fees	Adjustments
2025	\$22,638.81	(\$22,638.81)	\$0.00	\$0.00	\$0.00	\$0.00
	\$22,638.81	(\$22,638.81)	\$0.00	\$0.00	\$0.00	\$0.00
Balance Good Through 11/15/2025		(\$22,638.81)				

Balance Good Until: 11/15/2025

Comments DUP PMT; MULTI ACCT

THANK YOU FOR YOUR PAYMENT!

Payor

CARTWRIGHT APARTMENTS LLC
575 MISSION ST SE
SALEM, OR 97302

Payments	\$23,519.06
Change Due	\$0.00
Total Payment	\$23,519.06

Type	Identifier	Amount
Check	1829	\$23,519.06
		\$23,519.06



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 21, 2026

Department: Tax Office

Title:

Property tax refund for Return Polymers Inc.

Management Update/Work Session Date: _____

Audio/Visual aids ☐

Time Required: 15 min.

Contact: Austin Fowler, Tax Collector

Phone: ext. 2244

Requested Action:

Approve order authorizing property tax refund for Return Polymers Inc.

Issue, Description
& Background:

The Tax Collector received duplicate payments on account 510656 for the 2025-26 tax year. ORS 311.806(1) requires the county governing body to issue refunds in situations like this. The total amount of the refund due is \$25,990.66. The Board has delegated authority to issue tax refunds under \$20,000 to the tax collector; all others must go to the Board for approval. By statute, no interest is due on this refund.

Financial Impacts:

The amount of the refund is \$25,990.66.

Impacts to Department
& External Agencies:

None, beyond the processing of the refund itself.

List of attachments:

1. Property tax petition for refund of Return Polymers Inc., with supporting documentation. 2. Board Order.

Presenter:

Austin Fowler, Tax Collector

Department Head
Signature:

Natasha McVey

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of approving property)
tax refund as submitted by the)
Marion County Tax Collector.)

Order No.

This matter came before the Board of Commissioners upon the recommendation of the Marion County Tax Collector regarding a tax refund petition on account no. 510656, attached hereto and incorporated herein by this reference; and

WHEREAS, the Board finds that the petitioner has demonstrated that a tax refund is due in the amount as set forth on the petition; and

WHEREAS, the Board finds that the Marion County Tax Collector approved the refund as to the amount; and

WHEREAS, the Board finds that Marion County Legal Counsel has approved the refund as to legal form,

NOW, THEREFORE, IT IS HEREBY ORDERED that a refund be made to the petitioner on account no. 510656 in the amount indicated on the petition.

DATED this _____ day of _____ 20____.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



Tax Account: **510656**

MARION COUNTY BOARD OF COMMISSIONERS
C/O MARION COUNTY TAX COLLECTOR
PO BOX 2511
SALEM, OR 97308-2511

REFUND PETITION

PETITIONER: RETURN POLYMERS INC
400 WESTLAKE DR
ASHLAND OH 44805

Petitions the Board of County Commissioners for a refund under ORS 311.806 of taxes paid on Real property.

Tax Account	Tax Year	Tax Amount	Interest through N/A	Refund Amount
510656	2025-26	\$25,990.66	N/A	\$25,990.66

REASON FOR REFUND:

DUPLICATE PAYMENT RESULTING IN OVERPAYMENT ON PROPERTY TAX ACCOUNT.

Signed: See Attached File

Petition verified and refund recommended:

, Marion County Tax Collection Dept. Date 12/30/2025

Approved as to Form

12/31/25
Legal Counsel



O R E G O N

TAX COLLECTION DEPARTMENT

Natasha McVey, Tax Collector
Phone: (503) 588-5215 Fax: (503) 566-3911
E-mail: PropertyTax@co.marion.or.us

Account Number:

510656



Dec 02 2025

PAYER A:
STEMS PROPERTIES LLC
PO BOX 560
AURORA OR 97002

PAYER B:
RETURN POLYMERS INC
WESTLAKE DR
ASHLAND OH 44805

RECEIVED
DEC 10 2025
MARION COUNTY
TAX COLLECTOR

Account: **510656**
Prop. Owners: STEMS PROPERTIES LLC
Prop. Location: 14633 OTTAWAY RD NE AURORA OR 97002
Map Tax Lot: 041W13B001702
Amt. of Refund: **\$25,990.66**
Cause of Overage: **DUPLICATE PMT**

We have received, **and applied 2025** property tax payments from both payers, noted above. The amount of **\$25990.66** will be refunded to only one party. **[NOTE: Refund amounts cannot be altered.]**

We recommend that you contact the other payer, shown above, then notify us **in writing** as to who should receive the refund, **even if it is not one of the payers listed above**. We need **written refund instructions from both parties that paid**. Please sign and return this notice to the Tax Collection Department.

Please refund this overage to the following name and address:

Return Polymers Inc.
Westlake DR
Ashland OH 44805

Signed: X

[Signature] for STEMS PROPERTIES LLC

Date:

12/10/2025

1230

BPA



TAX COLLECTION DEPARTMENT

Account Number:

510656

Natasha McVey, Tax Collector

Phone: (503) 588-5215 Fax: (503) 566-3911

E-mail: PropertyTax@co.marion.or.us



Dec 02 2025

PAYER A:

RETURN POLYMERS INC
WESTLAKE DR
ASHLAND OH 44805

PAYER B:

STEMS PROPERTIES LLC
PO BOX 560
AURORA OR 97002

RECEIVED
DEC 11 2025
MARION COUNTY
TAX COLLECTOR

Account: **510656**
Prop. Owners: STEMS PROPERTIES LLC
Prop. Location: 14633 OTTAWAY RD NE AURORA OR 97002
Map Tax Lot: 041W13B001702
Amt. of Refund: **\$25,990.66**
Cause of Overage: **DUPLICATE PMT**

We have received, **and applied 2025** property tax payments from both payers, noted above. The amount of **\$25990.66** will be refunded to only one party. **[NOTE: Refund amounts cannot be altered.]**

We recommend that you contact the other payer, shown above, then notify us *in writing* as to who should receive the refund, *even if it is not one of the payers listed above*. We need **written refund instructions from both parties that paid**. Please sign and return this notice to the Tax Collection Department.

Please refund this overage to the following name and address:

Return Polymers, Inc.
400 Westlake Drive
Ashland, OH 44805

Signed: X Kelly Gargi Date: 12/11/2025

Marion County Tax Collector **Refund #14956 Summary**

Tax Id 510656

Account # 510656 **Roll R** **Code Area** 15069

Owner
 STEMS PROPERTIES LLC
 PO BOX 560
 AURORA OR 97002

Payee
 STEMS PROPERTIES LLC
 PO BOX 560
 AURORA OR 97002

Lender
Situs 14633 OTTAWAY RD NE AURORA OR 97002
Reason DUPLICATE PMT

Refund Details

Year	Refund Amount	Refund Interest	Refund Total
2025	\$25,990.66	\$0.00	\$25,990.66
Total	\$25,990.66	\$0.00	\$25,990.66

Check # **Comment** DUPLICATE PMT; 2025-28 PROP TAXES

Tax History

Year	Tax Type	Total Due	Current Due	Original Due	Due Date
2025	ADVALOREM	(\$25,990.66)	(\$25,990.66)	\$26,794.50	15-Nov-2025
Balance As Of 12/2/2025		(\$25,990.66)			

Tax Adjustments

Year	Discount	Adv Interest	Tax Credit
2025	\$0.00	\$0.00	\$25,990.66

Payment History

R #	Year	Date	Payer	Amount
3936647	2025	12-Nov-2025	RETURN POLYMERS INC	\$25,990.66

Comments LTR;P/O PD VIA RLB W/ CHCK N112 ; RETURN POLYMERS INC PD VIA CHECK NO 28075



Marion County Tax Collector

555 COURT ST NE #2242, SALEM, OR 97301
PHONE: (503) 588-5215

PROPERTY TAXES

Payment Date 11-12-2025
Receipt # 3936647

Cashier AJF
Station MCASR-020129

As Of Date 11-12-2025
Printed Date 12-02-2025

RETURN POLYMERS INC
WESTLAKE DR
ASHLAND, OH 44805

STEMS PROPERTIES LLC	Tax ID	510656
PO BOX 560	Account ID	510656
AURORA OR 97002	Roll Type	Real
	Property Desc	041W13B001702
Situs 14633 OTTAWAY RD NE AURORA OR 97002	Code Area	15069

Tax Year	Payment	Tax Credit	Interest	Discount	Fees	Adjustments
2025	\$25,990.66	(\$26,794.50)	\$0.00	\$803.84	\$0.00	\$0.00
	\$25,990.66	(\$26,794.50)	\$0.00	\$803.84	\$0.00	\$0.00

Balance Good Through 11/15/2025 \$0.00

Balance Good Until: 11/15/2025

STEMS PROPERTIES LLC	Tax ID	510655
PO BOX 560	Account ID	510655
AURORA OR 97002	Roll Type	Real
	Property Desc	041W13B001700
Situs 14643 OTTAWAY RD NE AURORA OR 97002	Code Area	15069

Tax Year	Payment	Tax Credit	Interest	Discount	Fees	Adjustments
2025	\$3,016.92	(\$3,016.92)	\$0.00	\$0.00	\$0.00	\$0.00
	\$3,016.92	(\$3,016.92)	\$0.00	\$0.00	\$0.00	\$0.00

Balance Good Through 11/15/2025 \$6,033.84

Balance Good Until: 11/15/2025

STEMS PROPERTIES LLC	Tax ID	333923
PO BOX 560	Account ID	333923
AURORA OR 97002	Roll Type	Real
	Property Desc	041W13B001702A1
Situs 14633 OTTAWAY RD NE AURORA OR 97002	Code Area	15069

Tax Year	Payment	Tax Credit	Interest	Discount	Fees	Adjustments
2025	\$591.25	(\$609.54)	\$0.00	\$18.29	\$0.00	\$0.00
	\$591.25	(\$609.54)	\$0.00	\$18.29	\$0.00	\$0.00

Balance Good Through 11/15/2025 \$0.00

Balance Good Until: 11/15/2025

Comments applied payment per included documents

THANK YOU FOR YOUR PAYMENT!

Payor

RETURN POLYMERS INC
WESTLAKE DR
ASHLAND, OH 44805

Payments	\$29,598.83
Change Due	\$0.00
Total Payment	\$29,598.83

Type	Identifier	Amount
Check	28075	\$29,598.83
		<u>\$29,598.83</u>



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 21, 2026

Department: Legal Counsel

Title: Withdrawal of Ordinance 1485 approving Case No. CU/CP24-038 / TLM Holdings, LLC.

Management Update/Work Session Date: January 20, 2026 Audio/Visual aids ☐

Time Required: 0 Min Contact: Steve Elzinga Phone: 503-588-5220

Requested Action: Withdrawal of Ordinance 1485 approving case No. CU/CP24-038 / TLM Holdings, LLC. for reconsideration of findings per legal counsel recommendation.

Issue, Description & Background: The Marion County Board of Commissioners adopted Ordinance 1485 on December 17, 2025 approving a Conditional Use / Comprehensive Plan Change, case No. CU/CP24-038 / TLM Holdings, LLC. The county's decision was subsequently appealed. The date set for filing the record is January 26, 2026. The Board may withdraw its decision for purposes of reconsideration at any time after the filing of a notice of intent to withdraw, and before the date set for filing the record.

Financial Impacts: Minimal

Impacts to Department & External Agencies: Minimal

List of attachments: ORD 1485

Presenter: Steve Elzinga

Department Head Signature: Steve Elzinga

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of withdrawing Ordinance)
1485, dated December 17, 2025, which had)
approved Conditional Use/Comprehensive)
Plan (CU/CP) Case No. 24-038 / TLM)
Holdings, LLC)

ORDER NO. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on January 21, 2026, to consider withdrawal of Ordinance 1485, dated December 17, 2025, which had approved Conditional Use/Comprehensive Plan (CU/CP) Case No. 24-038 / TLM Holdings, LLC.

WHEREAS the Board finds it appropriate to withdraw Ordinance 1485, dated December 17, 2025, which had approved CU/CP Case No. 24-038 / TLM Holdings, LLC, for reconsideration of findings per Marion County Legal Counsel recommendation.

IT IS HEREBY ORDERED that Ordinance 1485, dated December 17, 2025, which had approved CU/CP Case No. 24-038 / TLM Holdings, LLC, is withdrawn for reconsideration of findings.

DATED this 21st day of January 2026.

MARION COUNY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: 1/21/26Department: Health & Human ServicesTitle: Memorandum of Understanding with Salem Fire District for REACH PartnershipManagement Update/Work Session Date: 1/6/26 Audio/Visual aids ☐Time Required: 10 min Contact: Kristina Ballow Phone: 503-588-5409

Requested Action:

Approval of the Memorandum of Understanding (MOU) for the Rapid, Engagement, Assessment & Community Health (REACH) Team Partnership.

Issue, Description
& Background:

The purpose of this MOU is to establish a collaborative partnership between Marion County Health & Human Services (MCHHS) and the Salem Fire Department (SFD) to implement and support the REACH Team. The REACH Team is a pilot program, designed to be evaluated throughout its duration to determine long-term sustainability, operational effectiveness, and community impact.

Financial Impacts:

Health and Human Services anticipates no financial impact to other departments.

Impacts to Department
& External Agencies:

NA

List of attachments:

MOU and Addendum #1

Presenter:

Katrina Griffith

Department Head
Signature:

DocuSigned by:
Ryan Matthews
7D28A787656F458

Contract Review Sheet

Memorandum of Understanding

HE-6945-25Title: REACH Team PartnershipContractor's Name: City of Salem Fire Department (SFD)Department: Health and Human ServicesContact: Kristina BallowAnalyst: Chalyce MacDonaldPhone #: (503) 588-5409Term - Date From: ExecutionExpires: 1 year

Original Contract Amount: \$ - Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ - Amd% 0%No Funds Exchanged ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%Source Selection Method: Not Applicable (Incoming Funds)

Description of Services or Grant Award

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative partnership between Marion County Health & Human Services (MCHHS) and the Salem Fire Department (SFD) to implement and support the REACH Team. The REACH Team is a pilot program, designed to be evaluated throughout its duration to determine long-term sustainability, operational effectiveness, and community impact.

Desired BOC Session Date: 1/21/2026Contract should be in DocuSign by: 12/31/2025Agenda Planning Date: 1/8/2026Printed packets due in Finance: 1/6/2026Management Update: 1/6/2026BOC upload / Board Session email: 1/7/2026BOC Session Presenter(s) Katrina Griffith Code: Y

REQUIRED APPROVALS

DocuSigned by:

 2A951B5756514CF
 12/23/2025
 Date

Finance - Contracts

Signed by:

 60C98A6E708240B
 12/24/2025
 Date

Legal Counsel

Signed by:

 A38C58E8078E42B
 12/30/2025
 Date

Contract Specialist

DocuSigned by:

 DC16351248DE4EC
 12/29/2025
 Date

Chief Administrative Officer

MEMORANDUM OF UNDERSTANDING
between
MARION COUNTY HEALTH & HUMAN SERVICES
and SALEM FIRE DEPARTMENT

Rapid, Engagement, Assessment & Community Health (REACH) Team Partnership

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative partnership between Marion County Health & Human Services (MCHHS) and the Salem Fire Department (SFD) to implement and support the REACH Team. The REACH Team is a pilot program, designed to be evaluated throughout its duration to determine long-term sustainability, operational effectiveness, and community impact.

The REACH Team is a community-based mobile response program designed to address behavioral health crises, substance use concerns, high 911 utilizers, and vulnerable populations through integrated medical, mental health, and community-based support services. The REACH Team provides an alternative response model intended to improve community health outcomes, reduce reliance on traditional emergency services, and expand timely access to behavioral health and substance-use treatment resources. The intent is to remain in Marion County, however there may be rare cases that the REACH Team provides service within Polk County.

2. FORMS OF COOPERATION

2.1. Program Operations

SFD and MCHHS agree to jointly support the implementation, operation, and evaluation of the REACH Team. The REACH Team will be composed of:

- 1 Paramedic (SFD)
- 1 Emergency Medical Technician (EMT) (SFD)
- 1 Mental Health Associate (MCHHS)

2.2. Service Delivery

MCHHS and SFD agree to collaborate to:

- Respond to behavioral health crises, substance-use-related calls, welfare checks, and outreach needs.
- Conduct medical and behavioral triage assessments, crisis de-escalation, and linkage to appropriate community resources.
- Identify and proactively engage high utilizers of the 911 system.

- Connect individuals to mental health treatment, crisis services, substance use treatment (including Medication-Assisted Treatment (MAT)), housing resources, and community care providers.

2.3. Dispatch & Coordination

The Willamette Valley Communications Center (WVCC) will dispatch the REACH Team to appropriate calls for service. SFD will ensure integration with Emergency Medical Services (EMS) protocols, medical oversight, and coordination with field operations.

2.4. Training & Support

MCHHS will provide specialized training to REACH Team members including:

- Crisis de-escalation
- Trauma-informed care
- Community service navigation
- Behavioral health and substance-use resources
- Procedures for accessing housing, crisis centers, long-term care, and recovery services

Additionally, MCHHS will provide an initial 32-hour training program for all REACH Team participants. This training includes core behavioral health competencies, safety and field coordination procedures, community resource navigation, and collaborative response guidelines necessary for effective field operations.

SFD will provide specialized training to REACH Team members:

- Basic radio skills
- Policies & procedures
- Vehicle and equipment orientation
- Fire service culture

2.5. Voluntary Participation

All care provided through the REACH Team shall be voluntary unless otherwise directed by applicable state law.

2.6. Release Planning & Community Linkage

The REACH Team will assist individuals in accessing community-based services, including:

- Crisis services
- Substance-use treatment and MAT programs
- Housing and shelter resources
- Outpatient behavioral health services
- Peer support and recovery programs

3. COMMENCEMENT, RENEWAL, TERMINATION

This MOU becomes effective upon the date of last signature and remains in effect for one (1) year, with an option for renewal upon mutual written agreement.

Either party may terminate the MOU with 30 days' written notice. Termination will not affect obligations or responsibilities accrued prior to termination.

Any amendments must be in writing and signed by both parties.

4. SPECIFIC COOPERATION PROJECTS

SFD and MCHHS agree to the following shared responsibilities:

4.1. Service Provision

- Provide joint field response to behavioral-health-related 911 calls.
- Conduct medical assessments, behavioral health triage assessments crisis counseling, and care coordination.
- Support alternative destination transport when medically appropriate (e.g., crisis center, sobering center, urgent care, navigation center, or behavioral health facility).

4.2. Documentation & Records

- SFD will document medical encounters in accordance with EMS standards.
- MCHHS will document interactions consistent with the Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2 documentation standards.

4.3. Information Sharing

Information will be shared only as permitted under HIPAA, 42 CFR Part 2, and Oregon confidentiality laws, and limited to what is necessary for treatment, coordination, safety, or continuity of care.

4.4. Staffing & Schedules

- SFD and MCHHS will jointly determine REACH staffing schedules.
- MCHHS will provide clinical supervision to the Mental Health Associate.
- SFD will provide operational supervision for field deployment.

4.5. Program Evaluation

Both parties will participate in a joint evaluation including, but not limited to, the following metrics:

- Reduction of unnecessary ER visits
- Decrease in repeat 911 utilization
- Successful linkages to community resources
- Team formation and training completion
- Burnout reduction among fire/EMS staff
- Strength and activity of partnerships
- Cost savings and return on investment
- Qualitative and quantitative outcomes

5. EQUIPMENT

SFD will provide:

- REACH Team response vehicle
- Advanced Life Support (ALS) and Basic Life Support (BLS) patient assessment and treatment capabilities, including equipment, medications, and interventions consistent with Oregon EMS scope of practice and SFD medical protocols
- Medical equipment and supplies
- Radios and communication devices
- Portable technology required for EMS documentation
- Uniforms

MCHHS will provide:

- Behavioral health triage assessments tools and documentation systems
- Resource and referral materials
- Training materials and coordination support

6. LIABILITY

Except for damages caused by gross negligence or intentional misconduct, each party shall be responsible only for the acts of its own officers, employees, and agents.

7. LEGAL RELATIONSHIP

Nothing in this MOU shall be construed to create an employment, agency, or legal partnership beyond the collaborative intent described herein.

8. HOLD HARMLESS

Subject to the limitations set forth in ORS 30.260 through ORS 30.300, the Oregon Tort Claims Act, and the Oregon Constitution, each party shall indemnify, defend and hold harmless the other, and the other's officials, agents and employees, against any and all claims, demands, causes of action, suits, proceedings, damages, costs, reasonable attorney's fees or liabilities ("Claims") to the extent arising out of, pertaining to, or occurring through the exercise of, the rights and privileges retained by, granted to, or exercised by that party pursuant to this MOU except to the extent arising out of, pertaining to, or occurring through the negligence or willful misconduct of the indemnified party or its officials, agents and employees .

9. INSURANCE

Each party shall insure or self-insure its responsibilities consistent with the Oregon Tort Claims Act (ORS 30.260–30.300).

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Business Associate Contract Provisions required by the Health Insurance Portability and Accountability Act, of 1996, (HIPAA), as amended, are attached as ADDENDUM #1 to this agreement and are incorporated herein.

11. OVERSIGHT

For SFD:

Fire Chief or Designee – REACH Program Oversight
Salem Fire Department

For MCHHS:
Health and Human Services Administrator
Marion County Health & Human Services

12. SIGNATURES

MARION COUNTY HEALTH & HUMAN SERVICES

Authorized Signature: See County signature page

Name/Title: Ryan Matthews

Date: 12/23/2025

SALEM FIRE DEPARTMENT

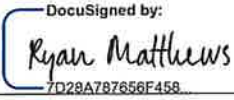


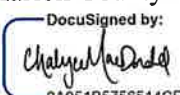
Authorized Signature:

Name/Title:

Date:

**SIGNATURE PAGE FOR
MCHHS-SFD REACH TEAM MOU - HE-6945-25
between
MARION COUNTY and CITY OF SALEM**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: 	12/23/2025
Department Director or designee	Date
Authorized Signature: 	12/29/2025
Chief Administrative Officer	Date
Reviewed by Signature: 	12/24/2025
Marion County Legal Counsel	Date
Reviewed by Signature: 	12/23/2025
Marion County Contracts & Procurement	Date

ADDENDUM #1
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS
ASSOCIATE CONTRACT PROVISIONS

INTRODUCTION

This Addendum to the contract between MARION COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and **City of Salem**, hereinafter called CONTRACTOR is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended.

WHEREAS, COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.

WHEREAS, CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Department of Health and Human Services Security Rule and Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164.

NOW THEREFORE, the parties agree as follows:

1. Definitions.

- a. BUSINESS ASSOCIATE shall mean **City of Salem**.
- b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; I found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 Federal Register 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
- c. COVERED ENTITY shall mean MARION COUNTY.
- d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.
- e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).
- f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- g. PROTECTED HEALTH INFORMATION shall have-the same meaning- as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification,

and Enforcement Rule, 78 Federal Register 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.

- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.
- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the Health Insurance Portability and Accountability Act (HIPAA) Regulations at 45 CFR 160-164.

2. **Term.**

The term of the HIPAA obligations under this addendum shall commence as of the effective date of this contract and shall expire when all of the information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or if it is infeasible to return or destroy protected health information, protections are extended to the information in accordance with the termination provisions in this contract.

3. **Limits on Use and Disclosure.**

BUSINESS ASSOCIATE shall not use or disclose protected health information provided or made available by COVERED ENTITY for any purpose other than as expressly permitted or required by this contract or as Required by Law.

4. **Permitted Uses and Disclosures by BUSINESS ASSOCIATE.**

a. Statutory Duties.

- (1) BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:

- (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and

- (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation

Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), BUSINESS ASSOCIATE shall consider guidance issued by the Secretary pursuant to Section 13401 (c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

- (2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

Except as otherwise limited in this contract, BUSINESS ASSOCIATE may use or disclose protected health information to perform the functions, activities or services for, or on behalf of, COVERED ENTITY as specified in the contract between the parties, provided that such use or disclosure would not violate the Security and Privacy Rules if done by the COVERED ENTITY, or the minimum necessary policies of COVERED ENTITY.

c. Permissible Requests by Covered Entity.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

5. Additional Purposes for Uses and Disclosures by BUSINESS ASSOCIATE.

- a. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.
- b. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:
 - (1) The disclosure is Required by Law;
 - (2) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;

- (3) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (4) BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
- (5) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. BUSINESS ASSOCIATE Obligations:

- a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.
- b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.
- c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.
- d. Reports of Breach. Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discovery of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.
- e. Subcontractors and Agents. BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.

- f. **Right of Access to Information.** BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. **Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. **Access to Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- k. **False Claims, Fraud, Waste and Abuse.** BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:
 - (1) Office of Inspector General (OIG) <https://oig.hhs.state.tx.us/Exclusions/Search.aspx>
 - (2) Excluded Parties List System (EPLS) www.sam.gov

7. Obligations of COVERED ENTITY.

- a. Limitations in Notice of Privacy Practices. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in its notice of privacy practices of COVERED ENTITY, in accordance with 45 CFR 164.520, to the extent that the limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- b. Changes in Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by Individual to use or disclose protected health information, to the extent that the changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- c. Restrictions on Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of protected health information, that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that the restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by COVERED ENTITY, except if the BUSINESS ASSOCIATE will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administrative activities of BUSINESS ASSOCIATE.

9. Security Assurances, the BUSINESS ASSOCIATE will.

- a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164); and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in this Agreement.
- b. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
- c. Report to the County any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system, or any security incident of which it becomes aware;
- d. Authorize termination of the contract by the County, if the County determines that the BUSINESS ASSOCIATE has violated a material term of the contract.

10. Termination of Contract.

- a. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall either:
 - (1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Contract, if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY;
 - (2) Immediately terminate this Contract, if BUSINESS ASSOCIATE has breached a material term of this Contract and cure is not possible; or
 - (3) If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.
- b. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE, its subcontractors or agents, shall retain no copies of the protected health information.
 - (2) In the event that BUSINESS ASSOCIATE determines that returning or destroying protected health information is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon written notice to COVERED ENTITY that return or destruction of protected health information is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purpose that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health information.

11. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.
- b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.
- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.

- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.
- e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

12. Qualified Service Organization Contract Provisions.

- a. CONTRACTOR is required to follow the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A, as amended.
- b. COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.
- c. CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A.
- d. CONTRACTOR Shall:
 - (1) Acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the Program about the patients in the Program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and
 - (2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, January 21st, 2026 9:00am

Department: Health & Human Services

Title: Ambulance Service Area (ASA) Bylaw Revisions

Management Update/Work Session Date: 12/11/2025 Audio/Visual aids ☐

Time Required: 5 Contact: Samantha Andress Phone: x4903

Requested Action: Approve an order to update the Ambulance Service Area (ASA) Committee bylaws.

Issue, Description & Background: The Ambulance Service Area (ASA) Advisory Committee represents a cross-section of entities including but not limited to public, private, rural, and urban. Additional members from various stakeholder groups such as healthcare consumers, hospital/health systems, health professionals, and 9-1-1 centers may be sought for appointment from time to time as the committee or board identifies a need. The purpose of the ASA Advisory Committee is to review and make recommendations to the Board of Commissioners regarding the selection criteria for determining a franchise to provide emergency ambulance service and to periodically review the Ambulance Service Area Plan. The bylaws were last reviewed and updated in 2023 are due for updating in 2026.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Bylaws, Board Order

Presenter: Katrina Griffith

Department Head Signature: Ryan Matthews Digitally signed by Ryan Matthews Date: 2026.01.05 08:47:30 -08'00'



Marion County AMBULANCE SERVICE AREA ADVISORY COMMITTEE

1. **Name**

This committee is established pursuant to ORS 682.062 and shall be known as the Marion County Ambulance Service Area (ASA) Advisory Committee (“Committee”).

2. **Mission**

~~Create a safe and welcoming community where all people can access high-quality public health and mental health services and are supported to achieve their highest level of health. We provide access to services and build partnerships to advance healthy communities.~~ It is the mission of the Ambulance Service Area Advisory Committee to serve the interest of the residents of Marion County by providing guidance and advocacy for county ambulance services policy and planning.

Commented [JK1]: NB: This is the new MCHHS Mission Statement

3. **Purpose**

~~The Committee has three purposes. First, to serve as a structured advisory group to the Marion County Board of Commissioners (“Board”) and the ASA Administrator. Second, to provide oversight by establishing the use of performance measurement, reporting, key stakeholder relationship building, and system improvement participation to periodically evaluate the effectiveness and efficiency of providers. Third, to establish the ASA Plan to regulate emergency and non-emergency ambulance services and to assign a designated provider to each Ambulance Service Area. The purpose of the Marion County Ambulance Service Area Advisory Committee (“Committee”) is to serve as a structured advisory group to the Marion County Board of Commissioners and the Ambulance Service Area Administrator. Its primary purpose will be to support the effective development and operation of the plan and coordination of ambulance services in Marion County through the provision of key information, materials, and data-informed recommendations.~~

Commented [JK2]: This is adapted language from the ASA Plan, pg. 2, paragraph 2

4. **Goals**

The Committee will act in an advisory capacity only to the Ambulance Service Area ASA Administrator and the Local Public Health Authority Board. Committee work will be limited to advocating for a system of quality ambulance services for Marion County, reviewing and advising on county policy for ambulance services, and promoting and reviewing progress towards achieving the goals of the Marion County Ambulance Services Plan.

The Committee will not have formal authority to govern the Ambulance Service Area, Marion County Health and Human Services (MCHHS), the ASA Administrator, or staffing. Committee

Marion County Ambulance Service Area Advisory Committee By-Laws

May 24th, 2023

members will not represent ~~Marion County Health and Human Services~~ (MCHHS) or any of its subprograms in a public relations capacity, unless specifically requested by the ~~Ambulance Service Area~~ ASA Administrator. The Committee will not direct funding of MCHHS services or administrative oversight thereof. The Committee may recommend funding opportunities that involve furthering the operation, oversight, or development of Ambulance Services in Marion County.

5. **Membership**

Committee members will include persons who have unique knowledge, expertise, or personal experience in ambulance services.

a. Appointment. The ~~Marion County Board of Commissioners~~ (“Board”) will appoint persons to the Committee. To qualify for an appointment, an individual must reside or work in Marion County; be eighteen (18) years of age or older; and meet any other qualifications for service on the ~~Ambulance Service Area Advisory~~ ASA Committee as may be adopted by the Board. Members shall be appointed to serve terms of three (3) years (staggered) with the ability to be re-appointed by the Board (Marion County Code 5.20.200(c)). Individuals being considered for re-appointment will submit a new application. Terms of office will be staggered with approximately one-third of the terms expiring each year on 31 January. Members may be appointed to any vacant position to serve a new term or the remainder of an existing term. The ~~Ambulance Service Area Advisory Committee and~~ ASA Administrator will be responsible for the review of applications for vacant advisory board positions. The ~~Committee’s~~ ASA Administrator’s recommendation shall be presented to the Board ~~of Commissioners~~ at a regularly scheduled Management Update meeting. The following information will be provided at Management Update-:

- a. Summary of recruitment strategy;
- b. Governing documents, including bylaws and any other information that is specific to membership requirements;
- ~~c. The Committee’s process for recommending members;~~
- ~~d. c.~~ Current roster that includes detailed information about existing members roles, represented positions, current term, and length of service;
- ~~e. d.~~ List of any applicants recommended and not selected for recommendation;
- ~~f. e.~~ Page 2 of the advisory board application for all applicants (those being recommended, and those not being recommended).

a. b. Membership Representation. The ~~Ambulance Service Area Advisory~~ Committee shall be comprised of no more than 12 members. Committee membership shall represent a cross section of ambulance service provider entities including but not limited to public, private, rural, and urban. Additional members from various stakeholder groups

Commented [SE3]: Should provide both recommended and not recommended.

such as healthcare consumers, hospital/health systems, health professionals, PSAP 911 centers, may be sought for appointment from time to time as the committee or ~~b~~Board of ~~commissioners~~ identifies a need. Geographical representation from across Marion County will be reflected in membership (Marion County Code 5.20.200(a)).

b.c. **Vacancies.** If there is a vacancy on the Committee, the Board shall fill the vacancy by appointment for the balance of the unexpired term (Marion County Code 5.20.200(c)).

c.d. **Orientation and Training.** MCHHS support staff will ensure that each appointee receives orientation and training specific to the ~~Ambulance Service Area Advisory~~ Committee, including other pertinent policies and procedures concerning committee membership. The New Volunteer Orientation will include information on county policies and procedures, state laws regarding meetings, ethics, public records, and other relevant information. Appointees may be asked to complete New Volunteer Orientation again if there are material changes to the orientation content.

d.e. **Duties.** Committee members undertake the responsibility of assisting the Committee in achieving its mission. Fulfillment of this responsibility includes the following:

- a. Provide support to the Committee in the community;
- b. Work on Committee projects to advance its goals;
- c. Communicate with members in order to facilitate the work of the Committee;
- d. Regularly attend meetings.

e.f. **Responsibilities.** Members will complete tasks assigned by the chair~~person~~ and will carry out assignments from committees to which they have been appointed. Members are expected to be knowledgeable about the essential matters confronting the ~~Ambulance Service Area Advisory~~ Committee, including policy guidelines. Members are expected to assist each other in orientation and education related to ~~Ambulance Service Area Advisory~~ Committee responsibilities.

6. MCHHS Staff Role

The ASA Administrator is an ex officio member, and will have an active role in managing the Committee. MCHHS staff will provide support and assist in the administration of the Committee. Additionally, the Board-appointed ASA Administrator shall notify Committee members and Volunteer Services of expiration of members' terms, not less than one month before the expected vacancy. Duties shall include the facilitation of the process for reappointment, or appointment of new members and the tracking and annual reporting of volunteer hours to Volunteer Services.

7. Termination

- a. **Removal by Board of Commissioners.** All Committee members serve at the pleasure of the Board. The Board may remove a Committee member on its own motion or upon the recommendation of the Committee. The ~~b~~Board of commissioners may remove a member when it determines that it is in the interest of the ~~Ambulance Service Area Advisory~~ Committee or the county to do so.
- b. **Resignation.** Resignations by members shall be submitted in writing to the Committee ~~chairperson or vice-and ASA Administrator~~ chair, who will forward the notification to the Administrator. The Administrator shall immediately notify Volunteer Services and announce the resignation at the next regularly scheduled meeting. The Volunteer Services Coordinator will be responsible for notifying the Board of Commissioners. The position will be considered vacant upon the effective date of the written resignation. If no effective date is specified, the position will be considered vacant upon receipt of the written resignation.
- c. **Vacancies.** If there is a vacancy on the Committee, the Board shall fill the vacancy by appointment. If the chairperson or vice-chair is removed, the ~~Ambulance Service Area Advisory~~ Committee may recommend one of its members to the Board for appointment to serve out the remainder of the term of office (~~Marion County Code 5.20.200(c)~~).

Commented [SE4]: Changed in case chair resigns.

8. Attendance

All ~~Ambulance Service Area Advisory~~ Committee members are expected to attend regularly scheduled meetings. If a committee member misses a scheduled meeting for any reason, the member shall notify the ~~ASA~~ Administrator of their absence. If a member misses more than half of the regularly scheduled meetings during any 12-month period, the member will be contacted by the ~~Advisory~~ Committee chairperson to determine the cause(s) for the member's absences. Based upon the discussion with the member, the chairperson may request that the member resign from the ~~e~~Committee. If no written resignation is received within 30 days following such a request, the ~~Ambulance Service Area Advisory~~ Committee may recommend to the Board of Commissioners that the member be removed.

9. Meetings

- a. **Public meeting laws.** The ~~Marion County Ambulance Service Area Advisory~~ Committee is a public body subject to the public meetings and record laws as stated in ORS Chapter 192. All meetings will be open to the public.
- b. **Regular meetings.** The Committee will meet at least ~~4 times in a calendar year~~ quarterly.

- c. **Notice.** The Committee will provide for and give public notice, reasonably calculated to give actual notice, to Committee members, interested persons, news media that have requested notice, and the general public. Notice shall include the time and place for holding regular meetings. The notice will also include a list of the primary subjects anticipated to be considered at the meeting. Distribution of meeting notices will be in a manner that maximizes public awareness of Committee proceedings and provides the greatest opportunity for participation in its deliberations. Whenever possible, matters resulting in a recommendation to the Board will be deliberated during a minimum of two meetings to assure maximum participation.
- d. **Special Meetings.** ~~Special meetings may be called by the Committee chair by notifying all members and the general public through a news media notice not less than 24 hours prior to the time of the special meeting. The chairperson or any two members of the Committee may call a special meeting with five days' notice to other members of the Committee; provided, however, that members may waive such notice.~~ When possible, notice should be provided as soon as possible to encourage public participation (Marion County Code 5.20.200(d)).
- e. **Quorum.** The majority of the appointed Committee membership will constitute a quorum for the transaction of all Committee business at meetings. Members may attend either in person or virtually so long as persons in attendance and virtually can both hear and communicate with each other. Members attending virtually may be counted towards achieving a quorum.
- f. **Decision making procedure.** Each Board appointed Committee member will be entitled to one vote on all issues presented at meetings at which the member is present and is in compliance with Article XII — Conflicts of Interest. The primary decision-making method shall be the consensus process. Consensus is achieved when all members approve an action. However, if consensus cannot be achieved with regard to any issue, decision-making shall be accomplished by majority vote. Majority is defined as a majority of the Committee members.
- g. **Minutes.** The MCHHS staff member assigned to the Committee will prepare meeting minutes. Minutes will include a list of the members present, motions, proposals, resolutions, and orders proposed and their disposition, the results of all votes and a vote by each member by name, the substance of any discussions on any matter, and reference to any document discussed at that meeting. Minutes will be distributed to the membership one week prior to the monthly meeting. Minutes will also be distributed to the Board and posted on the Marion County website.
- h. **Agendas.** Items may be placed on a meeting agenda by any Committee member or by county staff. The agenda will be distributed to members at least five (5) days prior to a regular meeting.

10. Standing Committees and Subcommittees

- ~~a. **Appointment.** Standing committees will include the Executive Committee and the System Review Committee.~~
- ~~b. **Committee Responsibilities.** Standing committees will be responsible for the duties set forth below.~~
- ~~c.a. **Executive Committee.** This ~~The Executive~~ Committee shall include the chairperson, vice-chair, and the Ambulance-ASA Administrator, and ~~The Committee~~ shall create an agenda for the full Committee.~~
- d. System Review Subcommittee.** This subcommittee shall include members who are appointed by the chairperson of the Ambulance Service Area Advisory Committee. This subcommittee shall recommend quality of care assurance guidelines ~~for quality of care assurance and performance standards for the system.~~ This subcommittee shall meet ~~four times a year as needed.~~
- e. Committee Reports.** All appointed standing subcommittees are required to report their information and/or recommendations to the Ambulance Service Area Advisory Committee.

11. Special Subcommittees

The Ambulance Service Area Advisory Committee may authorize the chairperson to appoint ~~C~~committee members and members from the community to special subcommittees as necessary to ~~make recommendations describing how to address~~ deal with specific problems or issues. All appointed special subcommittees are required to report their information and/or recommendations to the Ambulance Service Area Advisory Committee. The chairperson shall inform the full Ambulance Service Area Advisory Committee of the ~~action-~~ ~~taken recommendations of by~~ the special subcommittee at the next meeting of the ~~C~~committee.

12. Officers

The Committee will be led by a chairperson and a vice-chair who will act as leaders of convened meetings and as the parliamentarian. The members of the committee shall recommend the chairperson and vice-chair to the Board for approval. The chairperson and vice-chair shall serve a ~~one~~two-(2) year term and may serve multiple terms. ~~The Board may remove a Committee officer on its own motion or upon the recommendation of the Committee.~~

Commented [SE5]: Important to clarify that someone could be removed from being an officer without necessarily removing them as a committee member under section 7(a).

- a. Chairperson responsibilities.** The chairperson will enforce Committee directives, guidelines, and membership rules and will guide the conduct of public meetings.
- b. Vice-chair responsibilities.** In the absence of the chairperson, the vice-chair will assume the chairperson's responsibilities. If the chairperson or vice-chair are not

available for a publicly convened meeting, then the assembled quorum of the meeting will select a temporary chairperson to conduct the meeting.

13. Conflicts of Interest

- a. **Declaration.** The Committee is subject to ORS 244.020, 244.040(1), and 244.120 to 244.130, defining conflict of interest and establishing protocols for members of public bodies in Oregon. Committee members are expected to declare a conflict of interest prior to consideration of any matter causing a potential or actual conflict.
- b. **Potential conflict defined.** A potential conflict of interest exists when a Committee member takes an action that reasonably could be expected to have a financial impact on that member, a relative, or a business with which the member or member's relative is associated. The Committee member may participate in an action after declaring the potential conflict and announcing its nature.
- c. **Actual conflict defined.** An actual conflict of interest exists when an action is reasonably certain to result in a special benefit or detriment to the Committee member, a relative, or a business with which the member or member's relative is associated. The member will declare the actual conflict and announce its nature. The member must then refrain from taking any official action, except when the member's vote is necessary to achieve a quorum. When a vote is necessary to achieve a quorum, the member may vote, but may not participate in any discussion or debate on the issue out of which the actual conflict arises.

14. Amendment to Bylaws

- a. **Initiated by Committee.** The Committee may propose amendments to the bylaws. Any recommendations agreed upon by a majority of the Committee shall be forwarded to the Board for its approval. In accordance with county administrative policies and procedures, bylaws will be reviewed by the Committee every three years and any changes will ~~be approved by the Board~~ only take effect after Board approval.
- b. **Distribution.** Upon the Board approving bylaw amendments, ~~the MCHHS Department~~ will distribute the bylaws to all Committee members.

15. Community Relations/Public Input

Any member of the public will be welcome to attend Committee meetings. Public comments are encouraged and will be accepted verbally or in writing. Anyone who wishes to voice an opinion or present information or concerns to the Committee may contact the chairperson, ~~co-chairs,~~ the vice-chair, or MCHHS support staff assigned to the Committee. Arrangements will be made, and time will be allotted at meetings as appropriate to assure broad public participation.

Approved by the Marion County Ambulance Service Area Advisory Committee: DATE: 2/17/2023

Approved by the Marion County Board of Commissioners: DATE: 5/24/2023

Revised by the Marion County Ambulance Service Area Advisory Committee: DATE: 11/12/2025

Approved by the Marion County Board of Commissioners: DATE:



Marion County

AMBULANCE SERVICE AREA ADVISORY COMMITTEE

1. Name

This committee is established pursuant to ORS 682.062 and shall be known as the Marion County Ambulance Service Area (ASA) Advisory Committee (“Committee”).

2. Mission

We provide access to services and build partnerships to advance healthy communities. It is the mission of the Committee to serve the interest of the residents of Marion County by providing guidance and advocacy for county ambulance services policy and planning.

3. Purpose

The Committee has three purposes. First, to serve as a structured advisory group to the Marion County Board of Commissioners (“Board”) and the ASA Administrator. Second, to provide oversight by establishing the use of performance measurement, reporting, key stakeholder relationship building, and system improvement participation to periodically evaluate the effectiveness and efficiency of providers. Third, to establish the ASA Plan to regulate emergency and non-emergency ambulance services and to assign a designated provider to each Ambulance Service Area.

4. Goals

The Committee will act in an advisory capacity only to the ASA Administrator and the Board. Committee work will be limited to advocating for a system of quality ambulance services for Marion County, reviewing and advising on county policy for ambulance services, and promoting and reviewing progress towards achieving the goals of the Marion County Ambulance Services Plan.

The Committee will not have formal authority to govern the Ambulance Service Area, Marion County Health and Human Services (MCHHS), the ASA Administrator, or staffing. Committee members will not represent MCHHS or any of its subprograms in a public relations capacity, unless specifically requested by the ASA Administrator. The Committee will not direct funding of MCHHS services or administrative oversight thereof. The Committee may recommend funding opportunities that involve furthering the operation, oversight, or development of Ambulance Services in Marion County.

5. Membership

Marion County Ambulance Service Area Advisory Committee By-Laws

May 24th, 2023

Committee members will include persons who have unique knowledge, expertise, or personal experience in ambulance services.

a. Appointment. The Board will appoint persons to the Committee. To qualify for an appointment, an individual must reside or work in Marion County; be eighteen (18) years of age or older; and meet any other qualifications for service on the ASA Committee as may be adopted by the Board. Members shall be appointed to serve terms of three (3) years (staggered) with the ability to be re-appointed by the Board (Marion County Code 5.20.200(c)). Individuals being considered for re-appointment will submit a new application. Terms of office will be staggered with approximately one-third of the terms expiring each year on 31 January. Members may be appointed to any vacant position to serve a new term or the remainder of an existing term. The ASA Administrator will be responsible for the review of applications for vacant advisory board positions. The ASA Administrator's recommendation shall be presented to the Board at a regularly scheduled Management Update meeting. The following information will be provided at Management Update:

- a. Summary of recruitment strategy;
- b. Governing documents, including bylaws and any other information that is specific to membership requirements;
- c. Current roster that includes detailed information about existing members roles, represented positions, current term, and length of service;
- d. List of any applicants recommended and not selected for recommendation;
- e. Page 2 of the advisory board application for all applicants (those being recommended, and those not being recommended).

b. Membership Representation. The Committee shall be comprised of no more than 12 members. Committee membership shall represent a cross section of ambulance service provider entities including but not limited to public, private, rural, and urban. Additional members from various stakeholder groups such as healthcare consumers, hospital/health systems, health professionals, PSAP 911 centers, may be sought for appointment from time to time as the committee or Board identifies a need. Geographical representation from across Marion County will be reflected in membership (Marion County Code 5.20.200(a)).

c. Vacancies. If there is a vacancy on the Committee, the Board shall fill the vacancy by appointment for the balance of the unexpired term (Marion County Code 5.20.200(c)).

d. Orientation and Training. MCHHS support staff will ensure that each appointee receives orientation and training specific to the Committee, including other pertinent policies and procedures concerning committee membership. The New Volunteer Orientation will include information on county policies and procedures, state laws regarding meetings,

ethics, public records, and other relevant information. Appointees may be asked to complete New Volunteer Orientation again if there are material changes to the orientation content.

e. Duties. Committee members undertake the responsibility of assisting the Committee in achieving its mission. Fulfillment of this responsibility includes the following:

- a. Provide support to the Committee in the community;
- b. Work on Committee projects to advance its goals;
- c. Communicate with members in order to facilitate the work of the Committee;
- d. Regularly attend meetings.

f. Responsibilities. Members will complete tasks assigned by the chairperson and will carry out assignments from committees to which they have been appointed. Members are expected to be knowledgeable about the essential matters confronting the Committee, including policy guidelines. Members are expected to assist each other in orientation and education related to Committee responsibilities.

6. MCHHS Staff Role

The ASA Administrator is an ex officio member, and will have an active role in managing the Committee. MCHHS staff will provide support and assist in the administration of the Committee. Additionally, the Board-appointed ASA Administrator shall notify Committee members and Volunteer Services of expiration of members' terms, not less than one month before the expected vacancy. Duties shall include the facilitation of the process for reappointment, or appointment of new members and the tracking and annual reporting of volunteer hours to Volunteer Services.

7. Termination

- a. Removal by Board of Commissioners.** All Committee members serve at the pleasure of the Board. The Board may remove a Committee member on its own motion or upon the recommendation of the Committee. The Board may remove a member when it determines that it is in the interest of the Committee or the county to do so.
- b. Resignation.** Resignations by members shall be submitted in writing to the Committee chairperson and ASA Administrator. The Administrator shall immediately notify Volunteer Services and announce the resignation at the next regularly scheduled meeting. The Volunteer Services Coordinator will be responsible for notifying the Board. The position will be considered vacant upon the effective date of the written resignation. If no effective date is specified, the position will be considered vacant upon receipt of the written resignation.

- c. **Vacancies.** If there is a vacancy on the Committee, the Board shall fill the vacancy by appointment. If the chairperson or vice-chair is removed, the Committee may recommend one of its members to the Board for appointment to serve out the remainder of the term of office (Marion County Code 5.20.200(c)).

8. **Attendance**

All Committee members are expected to attend regularly scheduled meetings. If a committee member misses a scheduled meeting for any reason, the member shall notify the ASA Administrator of their absence. If a member misses more than half of the regularly scheduled meetings during any 12-month period, the member will be contacted by the Committee chairperson to determine the cause(s) for the member's absences. Based upon the discussion with the member, the chairperson may request that the member resign from the Committee. If no written resignation is received within 30 days following such a request, the Committee may recommend to the Board that the member be removed.

9. **Meetings**

- a. **Public meeting laws.** The Committee is a public body subject to the public meetings and record laws as stated in ORS Chapter 192. All meetings will be open to the public.
- b. **Regular meetings.** The Committee will meet at least quarterly.
- c. **Notice.** The Committee will provide for and give public notice, reasonably calculated to give actual notice, to Committee members, interested persons, news media that have requested notice, and the general public. Notice shall include the time and place for holding regular meetings. The notice will also include a list of the primary subjects anticipated to be considered at the meeting. Distribution of meeting notices will be in a manner that maximizes public awareness of Committee proceedings and provides the greatest opportunity for participation in its deliberations. Whenever possible, matters resulting in a recommendation to the Board will be deliberated during a minimum of two meetings to assure maximum participation.
- d. **Special Meetings.** The chairperson or any two members of the Committee may call a special meeting with five days' notice to other members of the Committee; provided, however, that members may waive such notice. When possible, notice should be provided as soon as possible to encourage public participation (Marion County Code 5.20.200(d)).
- e. **Quorum.** The majority of the appointed Committee membership will constitute a quorum for the transaction of all Committee business. Members may attend either in person or virtually so long as persons in attendance and virtually can both hear and communicate

with each other. Members attending virtually may be counted towards achieving a quorum.

- f. Decision making procedure.** Each Board appointed Committee member will be entitled to one vote on all issues presented at meetings at which the member is present and is in compliance with Article XII — Conflicts of Interest. The primary decision-making method shall be the consensus process. Consensus is achieved when all members approve an action. However, if consensus cannot be achieved with regard to any issue, decision-making shall be accomplished by majority vote. Majority is defined as a majority of the Committee members.
- g. Minutes.** The MCHHS staff member assigned to the Committee will prepare meeting minutes. Minutes will include a list of the members present, motions, proposals, resolutions, and orders proposed and their disposition, the results of all votes and a vote by each member by name, the substance of any discussions on any matter, and reference to any document discussed at that meeting. Minutes will be distributed to the membership one week prior to the meeting. Minutes will also be distributed to the Board and posted on the Marion County website.
- h. Agendas.** Items may be placed on a meeting agenda by any Committee member or by county staff. The agenda will be distributed to members at least five (5) days prior to a regular meeting.

10. Standing Committees and Subcommittees

- a. Executive Committee.** The Executive Committee shall include the chairperson, vice-chair, and the ASA Administrator, and shall create an agenda for the full Committee.
- d. System Review Subcommittee.** This subcommittee shall include members who are appointed by the chairperson of the Committee. This subcommittee shall recommend quality of care assurance guidelines. This subcommittee shall meet as needed.
- e. Committee Reports.** All appointed standing subcommittees are required to report their information and/or recommendations to the Committee.

11. Special Subcommittees

The Committee may authorize the chairperson to appoint Committee members and members from the community to special subcommittees as necessary to make recommendations describing how to address specific problems or issues. All appointed special subcommittees are required to report their information and/or recommendations to the Committee. The chairperson shall inform the full Committee of the recommendations of the special subcommittee at the next meeting of the Committee.

12. Officers

The Committee will be led by a chairperson and a vice-chair who will act as leaders of convened meetings and as the parliamentarian. The members of the committee shall recommend the chairperson and vice-chair to the Board for approval. The chairperson and vice-chair shall serve a two(2) year term and may serve multiple terms. The Board may remove a Committee officer on its own motion or upon the recommendation of the Committee.

- a. Chairperson responsibilities.** The chairperson will enforce Committee directives, guidelines, and membership rules and will guide the conduct of public meetings.
- b. Vice-chair responsibilities.** In the absence of the chairperson, the vice-chair will assume the chairperson's responsibilities. If the chairperson or vice-chair are not available for a publicly convened meeting, then the assembled quorum of the meeting will select a temporary chairperson to conduct the meeting.

13. Conflicts of Interest

- a. Declaration.** The Committee is subject to ORS 244.020, 244.040(1), and 244.120 to 244.130, defining conflict of interest and establishing protocols for members of public bodies in Oregon. Committee members are expected to declare a conflict of interest prior to consideration of any matter causing a potential or actual conflict.
- b. Potential conflict defined.** A potential conflict of interest exists when a Committee member takes an action that reasonably could be expected to have a financial impact on that member, a relative, or a business with which the member or member's relative is associated. The Committee member may participate in an action after declaring the potential conflict and announcing its nature.
- c. Actual conflict defined.** An actual conflict of interest exists when an action is reasonably certain to result in a special benefit or detriment to the Committee member, a relative, or a business with which the member or member's relative is associated. The member will declare the actual conflict and announce its nature. The member must then refrain from taking any official action, except when the member's vote is necessary to achieve a quorum. When a vote is necessary to achieve a quorum, the member may vote, but may not participate in any discussion or debate on the issue out of which the actual conflict arises.

14. Amendment to Bylaws

- a. Initiated by Committee.** The Committee may propose amendments to the bylaws. Any recommendations agreed upon by a majority of the Committee shall be forwarded to the Board for its approval. In accordance with county administrative policies and

procedures, bylaws will be reviewed by the Committee every three years and any changes will only take effect after Board approval.

- b. Distribution.** Upon the Board approving bylaw amendments, MCHHS will distribute the bylaws to all Committee members.

15. Community Relations/Public Input

Any member of the public will be welcome to attend Committee meetings. Public comments are encouraged and will be accepted verbally or in writing. Anyone who wishes to voice an opinion or present information or concerns to the Committee may contact the chairperson, the vice-chair, or MCHHS support staff assigned to the Committee. Arrangements will be made, and time will be allotted at meetings as appropriate to assure broad public participation.

Approved by the Marion County Ambulance Service Area Advisory Committee:	DATE: 2/17/2023
Approved by the Marion County Board of Commissioners:	DATE: 5/24/2023
Revised by the Marion County Ambulance Service Area Advisory Committee:	DATE: 11/12/2025
Approved by the Marion County Board of Commissioners:	DATE:

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of revising bylaws)
for the Ambulance Service Area)
Committee)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, January 21, 2026, to revise the bylaws for the Ambulance Service Area Committee;

WHEREAS, the Board of Commissioners recommend approval of the revised Ambulance Service Area Committee bylaws enabling the Committee to act as a structured advisory group to the Marion County Board of Commissioners ("Board") and the ASA Administrator.

WHEREAS, the Board of Commissioners finds that it is in the public interest to regularly review the bylaws of the Ambulance Service Area Committee; now, therefore,

IT IS HEREBY ORDERED that the revised bylaws of the Ambulance Service Area Committee are approved.

IT IS FURTHER ORDERED that these bylaws supersede any previously approved bylaws of the Ambulance Service Area Committee.

DATED this 21st day of January 2026

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, January 21, 2026 9:00am

Department: Health & Human Services

Title: Ambulance Service Area (ASA) Committee Appointments

Management Update/Work Session Date: 12/11/2025 Audio/Visual aids ☐

Time Required: 5 Contact: Samantha Andress Phone: x4903

Requested Action: Appoint Sherry Bensema, Frank Ehrmantraut, Daniel Freitag, and David Gerboth to the Ambulance Service Area Committee for a term ending January 31, 2029. Appoint Brian Butler as Chair for a 2 year term ending January 31, 2028 and Sherry Bensema as Vice Chair for a 2 year term ending January 31, 2028.

Issue, Description & Background: Sherry Bensema with Lyons Rural FPD ASA 6, Frank Ehrmantraut with Polk County Fire District ASA 10, Daniel Freitag with Santiam Memorial Hospital Ambulance ASA 7, and David Gerboth with Salem Fire Department ASA 1 are applying for vacant positions on the ASA. The Ambulance Service Area (ASA) Advisory Committee represents a cross-section of entities including but not limited to public, private, rural, and urban. Additional members from various stakeholder groups such as healthcare consumers, hospital/health systems, health professionals, and 9-1-1 centers may be sought for appointment from time to time as the committee or board identifies a need. The purpose of the ASA Advisory Committee is to review and make recommendations to the Board of Commissioners regarding the selection criteria for determining a franchise to provide emergency ambulance service and to periodically review the Ambulance +

Financial Impacts: N/A

Impacts to Department & External Agencies: N/A

List of attachments: Applications, Roster, Board Orders

Presenter: Katrina Griffith

Department Head Signature: Katrina Griffith Digitally signed by Katrina Griffith
Date: 2025.12.22 13:24:02 -08'00'



Advisory Board Application

Applicant's Name: **Sherry Bensema**
Adv. Board: **Ambulance Service Area Advisory Committee**
City of Residence: **Lyons** Zip Code: **97358**
Occupation: **EMS Coordinator, Lyons Fire District**
Application Rcd: **December 8, 2025**

The reason I am applying:

My term has expired once again and I am still interested and committed to ensuring quality service to Marion County's citizens'.

More about my personal and professional interests:

I am a ambulance provider for Marion County and prefer to be involved in how the system is doing.

Tell us more about your community involvement:

Volunteer Firefighter

Previous board service at Marion County:

Justice Reinvestment Council, Evac Planning,

Qualifications and Skills:

I have lived in Marion County for most of my life and am an ambulance provider in the county

More about yourself and why you are applying:

My term has expired once again and I am still interested and committed to ensuring quality service to Marion County's citizens.

Personal References:

Jay Alley, Fire Chief Stayton Fire District

Signature

Agreement Statement:

I give my permission for the named references to be contacted, either verbally or in writing. All the information on this application is true to the best of my knowledge and I understand I am applying for a volunteer position with Marion County.

I understand that appointed members of a Marion County advisory board, commission, committee, or council are considered public officials under Oregon law. Marion County will provide orientation and more information upon appointment.

☒ I Agree *



Advisory Board Application

Applicant's Name: **Frank Ehrmantraut**

Adv. Board: **Ambulance Service Area Advisory Committee**

City of Residence: **Salem**

Occupation: **Division Chief EMS/Logistics, Polk County Fire District 1**

Application Rcd: **December 08, 2025**

The reason I am applying:

I am the ASA administrator for the Polk County Fire District ASA.

More about my personal and professional interests:

I am the ASA administrator for the Polk County Fire District ASA.

Tell us more about your community involvement:

ASA Committee Advisory Board

Previous board service at Marion County:

Marion County ASA Committee Advisory Board

Qualifications and Skills:

Paramedic, EMS Chief

References: Ben Stange, Polk County Fire District Chief

Signature

Agreement Statement:

I give my permission for the named references to be contacted, either verbally or in writing. All the information on this application is true to the best of my knowledge and I understand I am applying for a volunteer position with Marion County.

I understand that appointed members of a Marion County advisory board, commission, committee, or council are considered public officials under Oregon law. Marion County will provide orientation and more information upon appointment.

☒ I Agree *



Advisory Board Application

Applicant's Name: **Daniel Freitag**
Adv. Board: **Ambulance Service Area Advisory Committee**
City of Residence: **Stayton** Zip Code: **97383**
Occupation: **Ambulance Director, Santiam Hospital**
Application Rcd: **December 08, 2025**

The reason I am applying:

Santiam Hospital & Clinics provides ambulance coverage to Marion County ASA #7, and I am committed to supporting the ongoing success and quality of that service. I would like to continue serving on the ASA Advisory Committee to ensure that the needs and voices of both residents and non-residents in our service area are effectively represented. My goal is to help maintain high standards of care, strengthen collaboration among partners, and contribute to decisions that enhance emergency medical services for our entire community.

More about my personal and professional interests:

I'm interested in serving on this advisory board because I'm committed to supporting high-quality EMS care in our community. My work with Santiam Hospital & Clinics has shown me how vital reliable ambulance services are, and I want to help ensure we continue meeting the needs of the people we serve.

Tell us more about your community involvement:

Marion and Linn County Ambulance Advisory Boards, multiple Fire District Board of Director positions, State of Oregon Rules Advisory Committee, Chemeketa EMS Advisory clinical representative.

Previous board service at Marion County:

Yes, currently serve on the Marion County Ambulance Advisory Committee

Qualifications and Skills:

Paramedic, Ambulance Director, Ambulance Coder, Ambulance Compliance Officer, Ambulance Financial Officer

More about yourself and why you are applying:

I'm applying to continue serving on the ASA Advisory Committee because I'm committed to supporting reliable, high-quality ambulance services for Marion County ASA #7 and representing the needs of the community we serve.

References: Sherry Bensema, professional colleague.



Advisory Board Application

Signature

Agreement Statement:

I give my permission for the named references to be contacted, either verbally or in writing. All the information on this application is true to the best of my knowledge and I understand I am applying for a volunteer position with Marion County.

I understand that appointed members of a Marion County advisory board, commission, committee, or council are considered public officials under Oregon law. Marion County will provide orientation and more information upon appointment.



I Agree *



Advisory Board Application

Applicant's Name: **Chief David Gerboth**
Adv. Board: **Ambulance Service Area Advisory Committee**
City of Residence: **Salem**
Occupation: **Fire Chief, Salem Fire Department**
Application Rcd: **December 19, 2025**

The reason I am applying:

I am seeking this advisory role because the ASA's work directly influences the reliability and equity of EMS access across Marion County. I believe my experience navigating the operational realities of staffing, deployment, quality improvement, and interagency coordination would contribute meaningful perspective to committee discussions.

More about my personal and professional interests:

As Fire Chief of the Salem Fire Department and having overseen Salem's assumption of ambulance transport services effective July 1, 2025, I bring current, hands-on system implementation experience along with a strong commitment to regional collaboration, accountability, and patient-centered EMS service delivery.

Tell us more about your community involvement:

I have been actively involved in a variety of community, school, and special activities that reflect both professional service and personal commitment to community well-being.

I support the Salem Fire Foundation, helping advance its mission to strengthen firefighter wellness, professional development, and community risk-reduction initiatives through outreach, fundraising, and public engagement. I also participate in the Marion County Public Safety Coordinating Council, collaborating with local government, public safety agencies, and community partners to address system-wide public safety, behavioral health, and criminal justice issues.

I have volunteered extensively in youth sports, serving as a Little League Baseball Manager and Youth Flag Football Coach. In these roles, I was responsible for organizing teams, mentoring young athletes, promoting teamwork and sportsmanship, and coordinating with parents and league officials.

I have supported Safe Routes to School efforts, contributing to initiatives that promote pedestrian safety, walkability, and safer school access for children.

These activities reflect a long-standing commitment to leadership, service, mentorship, and community engagement both inside and outside my professional role.

Previous board service at Marion County:

I currently serve as a member of the Marion County Public Safety Coordinating Council



Advisory Board Application

Qualifications and Skills:

I bring over three decades of experience in fire-based emergency medical services, ambulance system management, and public-sector leadership that I believe would be directly valuable to the Marion County Ambulance Service Area (ASA) Advisory Committee.

Currently, I serve as the Fire Chief for the Salem Fire Department, where I led the successful transition of ambulance transport services from a private provider to a municipal, fire-based EMS system effective July 1, 2025. This complex system transformation required strategic planning, intergovernmental coordination, labor engagement, medical direction collaboration, and regulatory compliance. The effort included the recruitment, hiring, and onboarding of more than 60 EMS personnel; development of clinical training and quality assurance processes; establishment of fleet, equipment, and supply systems; and ongoing performance monitoring focused on response times, system reliability, and patient care outcomes. This experience provides me with a current, hands-on understanding of ASA operations, challenges, and opportunities.

Previously, I served in executive leadership roles with the San Diego Fire-Rescue Department, one of the largest and busiest fire-based EMS systems in the nation. As Assistant Fire Chief of Emergency Operations and Deputy Fire Chief, I oversaw large-scale EMS delivery systems, high-acuity ALS operations, and regional coordination across multiple jurisdictions. This background gives me a broad perspective on system design, deployment models, performance metrics, and the balance between service demand, workforce sustainability, and fiscal responsibility.

My qualifications also include extensive experience working collaboratively with elected officials, county leadership, health and human services agencies, labor organizations, hospitals, and community stakeholders. I routinely brief city councils, boards, and commissions on EMS performance, policy considerations, and emerging system pressures, and I value transparent, data-informed decision-making that prioritizes patient care, responder safety, and system resilience.

In addition to operational expertise, I bring a strong background in strategic planning, workforce development, and governance. I have led organizational strategic planning efforts, executive recruitment processes, and professional development initiatives designed to strengthen leadership continuity and system performance. I understand the importance of aligning ASA policies with long-term community health needs, evolving call volumes, and workforce realities.

I hold advanced fire and EMS leadership training, including executive-level incident management, EMS system oversight, and public-sector administration. Just as importantly, I bring a collaborative leadership style, a commitment to listening, and a strong belief that effective ambulance systems are built through partnership between counties, providers, hospitals, labor, and the communities we serve.

If appointed, I would contribute a practical, system-level perspective grounded in both local implementation experience and large-scale EMS system leadership, with a focus on strengthening Marion County's ambulance services now and into the future.



Advisory Board Application

More about yourself and why you are applying:

I currently serve as the Fire Chief of the Salem Fire Department and have spent my career in public safety focused on building effective, accountable emergency services that meet community needs. Most recently, I led Salem's transition to a fire-based ambulance transport system, which provided direct experience with the operational, regulatory, and workforce challenges facing modern EMS systems.

I am applying to the Marion County Ambulance Service Area Advisory Committee because I believe strongly in regional collaboration and thoughtful oversight of ambulance services. EMS systems are interconnected across jurisdictions, and strong ASA governance is essential to ensuring reliable response, quality patient care, and long-term sustainability.

Serving on this committee would allow me to contribute a practical, system-level perspective, collaborate with diverse stakeholders, and support informed decision-making that benefits the residents of Marion County. I would approach this role as a collaborative partner committed to service, transparency, and continuous improvement.

References: Chief Ryan Russell, Fire Chief, Keizer Fire District

Signature

Agreement Statement:

I give my permission for the named references to be contacted, either verbally or in writing. All the information on this application is true to the best of my knowledge and I understand I am applying for a volunteer position with Marion County.

I understand that appointed members of a Marion County advisory board, commission, committee, or council are considered public officials under Oregon law. Marion County will provide orientation and more information upon appointment.



I Agree *

Name	ASA Region	Agency	Term Begins	Term Ends
***Freitag, Danny	ASA 7	Santiam Memorial Hospital Ambulance	1/31/2026	1/31/2029
***Ehrmantraut, Frank	ASA 10	Polk County Fire District	1/31/2026	1/31/2029
***Gerboth, David	ASA 1	Salem Fire Department	1/31/2026	1/31/2029
***Bensema, Sherry	ASA 6	Lyons Rural FPD	1/31/2026	1/31/2029
Amsberry, Kyle	ASA 1	Salem Fire Department	1/31/2023	1/31/2026
Butler, Brian	ASA 2	Keizer Fire District	2/7/2024	1/31/2027
Morris, Tim	ASA 4	Marion County Fire District #1	2/7/2024	1/31/2027
Peterson, Melvin	N/A - PSAP	WVCC	2/7/2024	1/31/2027
Grimes, Toni	ASA 5	Woodburn Ambulance Service, Inc.	2/7/2024	1/31/2027
Mullen, Dan	ASA 3	St. Paul Rural Fire Protection District	1/22/2025	1/31/2028
Donat, Jordan	ASA 8	Turner Rural Fire Protection District	1/22/2025	1/31/2028
McClung, Stephanie	ASA 9	Jefferson Rural Fire District	1/22/2025	1/31/2028
Griffith, Katrina	N/A - Ex Officio	Marion County HHS	N/A	N/A
Kubasak, John	N/A - HHS Staff	Marion County HHS	N/A	N/A
Andress, Samantha	N/A - HHS Staff	Marion County HHS	N/A	N/A

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY

In the matter of Appointing)
Sherry Bensema to the Ambulance)
Service Area Advisory Committee)

ORDER No. _____

 This matter came before the Marion County Board of Commissioners for consideration during its regularly scheduled public meeting on Wednesday, January 21, 2026.

 WHEREAS, the board finds that Marion County’s Code 5.20.200 requires that members of the Ambulance Service Area (ASA) Advisory Committee be appointed by and serve at the pleasure of the board for a term not to exceed three years; and

 WHEREAS, the board finds that the ASA Administrator recommends that Sherry Bensema is qualified and willing to serve on the Ambulance Service Area Advisory Committee; now, therefore,

 IT IS HEREBY ORDERED that Sherry Bensema is appointed by the board as an ASA Advisory Committee Member for a term ending January 31, 2029.

 DATED at Salem, Oregon, this 21st day of January, 2026.

BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY

In the matter of Appointing)
Frank Ehrmantraut to the Ambulance)
Service Area Advisory Committee)

ORDER No. _____

This matter came before the Marion County Board of Commissioners for consideration during its regularly scheduled public meeting on Wednesday, January 21, 2026.

WHEREAS, the board finds that Marion County’s Code 5.20.200 requires that members of the Ambulance Service Area (ASA) Advisory Committee be appointed by and serve at the pleasure of the board for a term not to exceed three years; and

WHEREAS, the board finds that the ASA Administrator recommends that Frank Ehrmantraut is qualified and willing to serve on the Ambulance Service Area Advisory Committee; now, therefore,

IT IS HEREBY ORDERED that Frank Ehrmantraut is appointed by the board as an ASA Advisory Committee Member for a term ending January 31, 2029.

DATED at Salem, Oregon, this 21st day of January, 2026.

BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY

In the matter of Appointing)
Daniel Freitag to the Ambulance)
Service Area Advisory Committee)

ORDER No. _____

 This matter came before the Marion County Board of Commissioners for consideration during its regularly scheduled public meeting on Wednesday, January 21, 2026.

 WHEREAS, the board finds that Marion County’s Code 5.20.200 requires that members of the Ambulance Service Area (ASA) Advisory Committee be appointed by and serve at the pleasure of the board for a term not to exceed three years; and

 WHEREAS, the board finds that the ASA Administrator recommends that Daniel Freitag is qualified and willing to serve on the Ambulance Service Area Advisory Committee; now, therefore,

 IT IS HEREBY ORDERED that Daniel Freitag is appointed by the board as an ASA Advisory Committee Member for a term ending January 31, 2029.

 DATED at Salem, Oregon, this 21st day of January, 2026.

BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY

In the matter of Appointing)
David Gerboth to the Ambulance)
Service Area Advisory Committee)

ORDER No. _____

 This matter came before the Marion County Board of Commissioners for consideration during its regularly scheduled public meeting on Wednesday, January 21, 2026.

 WHEREAS, the board finds that Marion County’s Code 5.20.200 requires that members of the Ambulance Service Area (ASA) Advisory Committee be appointed by and serve at the pleasure of the board for a term not to exceed three years; and

 WHEREAS, the board finds that the ASA Administrator recommends that David Gerboth is qualified and willing to serve on the Ambulance Service Area Advisory Committee; now, therefore,

 IT IS HEREBY ORDERED that David Gerboth is appointed by the board as an ASA Advisory Committee Member for a term ending January 31, 2029.

 DATED at Salem, Oregon, this 21st day of January, 2026.

BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

BEFORE THE BOARD OF COMMISSIONERS FOR MARION COUNTY, OREGON

In the matter of Appointing)
Brian Butler as Chair to the)
Ambulance Service Area)
Advisory Committee)

ORDER No. ____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on January 21, 2026 to consider the appointment of Brian Butler as Chair to the Ambulance Service Area (ASA) Advisory Committee;

WHEREAS, Marion County code 5.20.200 establishes an ASA Advisory Committee to review and ensure compliance with the ASA plan and make recommendations to the ASA Plan Administrator; and

WHEREAS, ASA Advisory Committee Bylaws state the Committee will be led by a chair and a vice-chair who are approved by the Board of Commissioners and the chair and vice-chair shall serve a two-year term; and

WHEREAS, the board finds that Brian Butler is qualified and willing to serve as Chair on the ASA Advisory Committee; now, therefore,

IT IS HEREBY ORDERED that Brian Butler is appointed to the ASA Advisory Committee as Chair for a term beginning January 31st, 2026 and ending January 31st, 2028.

DATED at Salem, Oregon, this 21st day of January, 2026.

BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

BEFORE THE BOARD OF COMMISSIONERS FOR MARION COUNTY, OREGON

In the matter of Appointing)
Sherry Bensema as Vice-Chair)
To the Ambulance Service Area)
Advisory Committee)

ORDER No. ____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on January 21, 2026 to consider the appointment of Sherry Bensema as Vice-Chair to the Ambulance Service Area (ASA) Advisory Committee;

WHEREAS, Marion County code 5.20.200 establishes an ASA Advisory Committee to review and ensure compliance with the ASA plan and make recommendations to the ASA Plan Administrator; and

WHEREAS, ASA Advisory Committee Bylaws state the Committee will be led by a chair and a vice-chair who are approved by the Board of Commissioners and the chair and vice-chair shall serve a two-year term; and

WHEREAS, the board finds that Sherry Bensema is qualified and willing to serve as Vice-Chair on the ASA Advisory Committee; now, therefore,

IT IS HEREBY ORDERED that Sherry Bensema is appointed to the ASA Advisory Committee as Vice-Chair for a term beginning January 31st, 2026 and ending January 31st, 2028.

DATED at Salem, Oregon, this 21st day of January, 2026.

BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Contract Review Sheet

Information Technology Agreement

CO-6944-25Title: **Ballot Tracking Software**Contractor's Name: **i3logix, Inc.**Department: **Clerk's Office**Contact: **Sandra Fixsen**Analyst: **Sandra Fixsen**Phone #: **(503) 373-4479**Term - Date From: **January 1, 2026**Expires: **December 31, 2028**Original Contract Amount: **\$ 100,050.00**Previous Amendments Amount: **\$ -**Current Amendment: **\$ -**New Contract Total: **\$ 100,050.00**Amd% **0%**Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☒ Retroactive ☐ Amendment greater than 25%Source Selection Method: **50-0090 Election Supplies and Services**

Description of Services or Grant Award

SaaS Agreement for Ballot Tracking software that provides real time updates to voters in Marion County regarding their ballots. Contractor bills for services based on the number of elections and the number of ballots per election; therefore, the contract amount is estimated at \$100,050.00 for the initial three-year contract term.

Desired BOC Session Date: **1/21/2026**Contract should be in DocuSign by: **12/31/2025**Agenda Planning Date **1/8/2026**Printed packets due in Finance: **1/6/2026**Management Update **1/6/2026**BOC upload / Board Session email: **1/7/2026**BOC Session Presenter(s) **Rebekah Stern Doll**Code: **Y****REQUIRED APPROVALS**

Signed by:

**1/5/2026**

C5E72231E8E54E3

Finance - Contracts

Date

Contract Specialist

Date

Signed by:

**1/6/2026**

60C98A6E709240B

Legal Counsel

Date

Chief Administrative Officer

Date