



OREGON

"Delivering Excellence Everyday"

MARION COUNTY BOARD OF COMMISSIONERS

Wednesday, April 15, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PROCLAMATION

PUBLIC WORKS

1. Consider approval of a proclamation designating the week of April 20-24, 2026, as Work Zone Awareness Week in Marion County. –Lani Radtke, Scott Wilson, and Matthew Bathke

PRESENTATION

2. Youth Employment Program Biannual Report. –Sarah Coutley and Kim Parker-Llerenas, Dean Craig, and Kathy Moore, Willamette Workforce Partnership (WWP).

CONSENT

HEALTH AND HUMAN SERVICES

3. Approve the Lease Agreement with the Oregon State Hospital (OSH) in the amount of \$125,000 for the lease of Cottage R03, located on Greenway Drive NE in Salem, Oregon, on the OSH campus for operation of the Horizon House Program retroactive to September 1, 2025, through August 31, 2030.

4. Approve the Lease Agreement with the Oregon State Hospital (OSH) in the amount of \$120,000 for the lease of Cottage R14, located on 24th Place NE in Salem, Oregon, on the OSH campus for operation of the Stepping Stones Program retroactive to September 1, 2025, through August 31, 2030.

INFORMATION TECHNOLOGY

5. Approve a Sole Source Procurement for the county's existing enterprise Geographic Information System (GIS) platform.

TAX OFFICE

6. Approve orders for a property tax refund for the following:

- The Confederated Tribes of Siletz Indians, tax account 338290, in the amount of \$26,056.29; and
- The Confederated Tribes of Siletz Indians, tax account 524719, in the amount of \$64,026.59.

ACTION

PUBLIC WORKS

7. Consider the adoption of an administrative ordinance for Zone Change / Partition, Case #25-005 / Roger and Jenny Pena. –John Speckman

SHERIFF’S OFFICE

8. Consider the ratification of the new Marion County Sheriff Sergeants Association (MCSSA) Collective Bargaining Agreement (CBA) for July 1, 2024, through June 30, 2026. –Undersheriff Jeremy Landers

PUBLIC HEARINGS
Starting no earlier than 9:00 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: 4/15/2026

Department: Public Works

Title: Work Zone Awareness Week Proclamation

Management Update/Work Session Date: 3/12/2026 Audio/Visual aids

Time Required: 10 min Contact: Jill Ogden Phone: x3152

Requested Action: Approval of a proclamation for National Work Zone Awareness Week (NWZAW) on 4/20/26-4/24/26 for public awareness and recognition of Marion County employees and contractors working in and around traffic in construction work zones.

Issue, Description & Background: For the fifth year in a row, Marion County Public Works is recognizing National Work Zone Awareness Week (NWZAW) 4/20/26-4/24/26. This program promotes awareness to the public and recognition of Marion County employees and contractors working in and around traffic in work zones.

The 2026 national safety campaign theme is "Safe Actions Save Lives". In an effort to increase awareness, Marion County Public Works will be posting safety awareness videos on social media. We are asking teammates to wear orange for "Go Orange Day" on April 22, 2026.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Proclamation

Presenter: Lani Radtke, Scott Wilson, Matthew Bathke

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2026.04.01 08:48:14 -07'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of proclaiming the week of April)
20-24, 2026, as Work Zone Awareness Week)
in Marion County.)

PROCLAMATION No. ____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on April 15, 2026.

WHEREAS, the safety of the public - including Marion County workers, contractors, and motorists - is of the utmost importance to Marion County; and

WHEREAS, according to the National Work Zone Safety Information Clearinghouse, there were 818 fatal crashes and an estimated 39,000 injuries in US work zones in 2023; and

WHEREAS, National Work Zone Awareness Week is an annual national safety campaign held at the start of construction season to raise awareness for work zones and those who work in them; and

WHEREAS, National Work Zone Awareness Week is used to encourage motorists to slow to posted speed limits, eliminate distractions while driving, and be watchful for roadway workers, their equipment and vehicles in work zones; and

WHEREAS, 2026 National Work Zone Awareness Week takes place April 20-24 and has a theme of "Safe Actions Save Lives"; and

WHEREAS, Go Orange Day takes place on Wednesday, April 22, 2026, and provides an opportunity to unite in wearing orange to show support for the men and women who work tirelessly to keep our roads safe; and

WHEREAS, solutions to keeping everyone safe in work zones and on our roadways is our collective responsibility; and

WHEREAS, Marion County Public Works is committed to safety of the public and workers in Marion County construction work zones by prioritizing safety, raising awareness, and stressing the importance of focused and alert driving through work zones; now, therefore,

IT IS HEREBY PROCLAIMED that the week of April 20-24, 2026, is Work Zone Awareness Week in Marion County.

DATED at Salem, Oregon, this 15th day of April 2026.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 15, 2026

Department: Community and Economic Development

Title: Youth Employment Program Biannual Report

Management Update/Work Session Date: _____ Audio/Visual aids

Time Required: 10 min Contact: Sarah Coutley Phone: 503-589-32796

Requested Action:
At the April 15, 2026 Board Session, representatives from Willamette Workforce Partnership (WWP), including Executive Director Kim Parker-Llerenas, Business Services Director Dean Craig, and Workforce Services Manager Kathy Moore, will be providing a report on their activities for the Youth Employment Grant program.

Issue, Description & Background:
In 2024, Marion County approved a two-year agreement with Willamette Workforce Partnership (WWP). The agreement with WWP sets the requirements and funding for WWP's administration of the Youth Employment Grant Program. Within the agreement, Willamette Workforce Partnership is obligated to provide a biannual report that includes a narrative of outreach methods, number of business funded, number and hours of youth within the program, impact of the program on small businesses, and details on methods working with youth in the community.

Financial Impacts:
The agreement set in 2024 allocates \$60,000 each fiscal year for Willamette Workforce Partnership to perform the Youth Employment Program, for a two year total of \$120,000. The current agreement is set to expire on July 1, 2026.

Impacts to Department & External Agencies: None

List of attachments: Willamette Workforce Partnership Biannual Report

Presenter: Sarah Coutley, Economic Development Specialist; Kim Parker-Llerenas, WWP Executive Director; Dean Craig, WWP Business Services Director; Kathy Moore, WWP Workforce Services Manager

Department Head Signature: Kelli Wiese

Youth Employment Grant Update, April 2026

Program Funded by Marion County Board of Commissioners

Summary:

Since this contract began, 5 companies have reached the maximum reimbursable amount.

Since our last report in November 2025, 5 additional companies have applied to participate in the program. These businesses indicated they would hire up to 6 employees between the ages of 14 and 17.

There are currently 18 participating businesses that employ 50 youth collectively. Reimbursement requests total \$47,736.18 for 9,547.35 hours worked.

Historically, youth employment naturally slows down considerably during the school year, and this year has been no exception. As spring and summer approach, we are seeing increased interest in the program.

Kathy Moore continues to lead this program and is doing a wonderful job of gathering important information that the board is interested in learning, directly from youth workers.

From Kathy's conversations with youth, they have shared that they have learned...

How to be financially responsible

Learning how to deal with an upset customer or knowing what to do when it happens

How to take feedback

Ask a lot of questions

Being responsible

Making good choices

Attitude matters



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 15, 2026

Department: Health & Human Services

Title: Lease Agreement for Horizon House at 2435 Greenway Dr. NE

Management Update/Work Session Date: March 31, 2026 Audio/Visual aids

Time Required: 10 min Contact: Kristina Ballow Phone: 503-588-5409

Requested Action: Approval of the new Lease Agreement with Oregon State Hospital (OSH) for Horizon House located at 2435 Greenway Drive.

Issue, Description & Background: Marion County Health & Human Services (MCHHS) leases Cottage R03, located at 2435 Greenway Drive on the OSH campus, to operate the Horizon House program. This facility offers supported housing for individuals transitioning from higher levels of care to more independent living within the community.

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

Impacts to Department & External Agencies: NA

List of attachments: Lease Agreement

Presenter: Ryan Matthews

Department Head Signature: *Ryan Matthews*
Ryan Matthews (Mar 24, 2025 14:04:59 PDT)

Contract Review Sheet

Lease Agreement

HE-6808-25

Title: Horizon House - 2435 Greenway Dr. NE

Contractor's Name: Oregon State Hospital

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Chalyce MacDonald

Phone #: (503) 588-5409

Term - Date From: September 1, 2025

Expires: August 31, 2030

Original Contract Amount: \$ 125,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 125,000.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0600 Leasing Real Property

Description of Services or Grant Award

Marion County Health & Human Services (MCHHS) leases Cottage R03, located at 2435 Greenway Drive on the Oregon State Hospital (OSH) campus, to operate the Horizon House program. This facility offers supported housing for individuals transitioning from higher levels of care to more independent living within the community.

Desired BOC Session Date: 4/15/2026

Contract should be in DocuSign by: 3/25/2026

Agenda Planning Date: 4/2/2026

Printed packets due in Finance: 3/31/2026

Management Update: 3/31/2026

BOC upload / Board Session email: 4/1/2026

BOC Session Presenter(s) Ryan Matthews

Code: Y

REQUIRED APPROVALS

Chalyce MacDonald 03/24/2026
Finance - Contracts Date

Kristina Ballow 03/24/2026
Kristina Ballow (Mar 24, 2026 14:36:34 PDT)
Contract Specialist Date

Andrew Wittendorf 03/24/2026
Legal Counsel Date

Jan Fritz 03/24/2026
Jan Fritz (Mar 24, 2026 14:35:00 PDT)
Chief Administrative Officer Date

**REQUEST FOR AUTHORIZATION OF CONTRACT
HE-6808-25**

Date: March 23, 2026
To: Chief Administrative Officer
Cc: Contract File
From: Kristina Ballow

I. Subject: Retroactive

The Marion County Health and Human Services is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Oregon State Hospital for Horizon House - 2435 Greenway Dr. NE with a value of \$125,000.00 and will be effectively retroactive to 9/1/2025 upon approval.

A. BACKGROUND

Marion County Health & Human Services (MCHHS) leases Cottage R03, located at 2435 Greenway Drive on the Oregon State Hospital (OSH) campus, to operate the Horizon House program. This facility provides supported housing for individuals transitioning from higher levels of care to more independent living within the community.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

In August 2025, the Oregon State Hospital (OSH) transitioned administration of the lease agreement to the Department of Justice (DOJ). Following this transition, Marion County Health & Human Services (MCHHS) engaged in ongoing discussions with OSH regarding revised lease terms, including multiple rounds of negotiations on contract language.

On October 22, 2025, MCHHS met with OSH to address a significant proposed rate increase. OSH indicated the increase was intended to align the lease rate with the facility's current replacement value, noting that the rent had not changed since the original agreement was executed.

Additional meetings were held on January 27, 2026, and February 11, 2026, at OSH's request to continue discussions on contract language, followed by further negotiations on March 5, 2026. Final draft documents were provided to Marion County on March 23, 2026.

The delay in submitting the contract prior to performance was due to the extended timeline required to resolve both contract language and rate-related issues.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

MCHHS will continue to work closely with the DOJ and OSH to ensure that lease agreements are executed in a timely manner and do not extend beyond their expiration dates,

in order to prevent the need for retroactive contracts. This collaboration will include implementing improved tracking and review processes, enhancing communication between all parties, and establishing clear timelines for contract approvals. By proactively addressing these administrative steps, MCHHS aims to reduce delays, maintain compliance with applicable regulations, and ensure continuity of services for the programs housed under these leases.

Submitted by:

Kristina Ballow

Kristina Ballow (Mar 24, 2026 14:36:34 PDT)

Kristina Ballow
Health and Human Services

Reviewed by:

Chalyse McDonald

Contracts & Procurement

Acknowledged by:

Ryan Matthews

Ryan Matthews (Mar 24, 2026 14:04:59 PDT)

Department Head

Acknowledged by:

Jan Fritz

Jan Fritz (Mar 24, 2026 14:35:00 PDT)

Jan Fritz, CAO

LEASE AGREEMENT (NO. 135945)

(Oregon State Hospital – Salem)

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into effective as of September 1, 2025 (the “**Effective Date**”), by and between the State of Oregon, acting by and through the Oregon Health Authority, through the Oregon State Hospital (“**Landlord**”), and Marion County, a political division of the State of Oregon, acting by and through the Marion County Health and Human Services Department (“**Tenant**”). Landlord and Tenant are each a “**Party**” and together the “**Parties**.”

RECITALS

A. Landlord owns and operates certain buildings and other improvements in Salem, Marion County, Oregon, known as the Oregon State Hospital – Salem (the “**OSH Campus**”).

B. The OSH Campus includes a residential structure known as Horizon House (Cottage R03) (the “**Residence**”). The Residence (approximately 3,000 square feet) and the surrounding property are the “**Premises**.” The Premises are shown on Exhibit A.

C. The Parties were parties to that certain Intergovernmental Residential Space Lease Agreement #135945 (DAS Lease #3304) for the Premises dated July 1, 2011, as amended June 13, 2013, expired on June 30, 2015, reinstated on August 14, 2025, and amended on August 7, 2015, July 12, 2017, May 28, 2019, July 29, 2022 and June 5, 2025 (as so amended, the “**Previous Lease**”). The Previous Lease expired August 31, 2025.

D. The Parties acknowledge and agree that they are entering into this new Lease in order to simplify and update the documentation of their agreements concerning the Premises going forward. As of the Commencement Date (as defined below), this Lease supersedes and cancels the Previous Lease in its entirety, except for any outstanding obligations thereunder of the Parties.

AGREEMENTS

For good and valuable consideration, the Parties agree as follows:

1. Premises.

1.1 Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord.

The Premises address is:

Oregon State Hospital – Salem
Horizon House
2435 Greenway Dr. NE

Salem, Oregon 97301
Marion County

1.2 Tenant understands, acknowledges and agrees that it is leasing the Premises from Landlord “As Is,” without any representations or warranties from Landlord regarding the condition of the Premises.

2. Term.

2.1 Generally. The term of this Lease (the “**Initial Term**”) is five (5) years, commencing September 1, 2025 (the “**Commencement Date**”) and expiring August 31, 2030 (the “**Expiration Date**”). Any reference in this Lease to “**Term**” means the Initial Term, an Extension Term (as defined in Section 2.2 below) or both, as the context may so require.

2.2 Extension of Term. So long as there is not then any material Tenant Default under this Lease (as defined in Section 23.1 below), Tenant may extend the Term of this Lease for a period of three (3) years (the “**Extension Term**”). With the exception of the amount of Monthly Extension Rent (as defined and set forth in Section 3.3 below), and any terms or conditions that the Parties modify in writing, all terms and conditions of this Lease will apply during the Extension Term. To extend the Term of this Lease, Tenant shall deliver notice to Landlord at least sixty (60) days before to the Expiration Date.

3. Monthly Rent.

3.1 Monthly Rent. “**Monthly Rent**” commences at \$1,853.31 per month for the first year of the Lease, and will increase every year by three percent (3%), including for any Extension Term.

3.2 Payment of Monthly Rent. From and after the Commencement Date, and throughout the Term of this Lease, Tenant shall pay Monthly Rent to Landlord, in advance, on or before the fifth (5th) day of each month, without notice or demand and without offset or deduction except as specifically provided in this Lease, and at Landlord’s Address (as defined in Section 27.1 below). Monthly Rent for any partial calendar month will be prorated on a per diem basis, based on a 365-day calendar year.

3.3 Monthly Extension Rent. The Monthly Rent for the Extension Term (the “**Monthly Extension Rent**”) will be based on the Monthly Rent during the last year of the Initial Term, as escalated pursuant to Section 3.1 above.

4. Use.

4.1 Authorized Use. Tenant shall use the Premises for residential treatment services for individuals with mental illnesses, and for no other purpose.

4.2 Laws and Ordinances. Tenant shall use the Premises in compliance with any and all applicable federal, state and local laws, ordinances, codes, regulations and rules (“**Laws and Ordinances**”).

4.3 ADA. Tenant shall keep the interior of the Residence in compliance with all applicable provisions of the Americans with Disabilities Act (ADA).

4.4 Hazardous Materials. Tenant shall not use, place or allow any Hazardous Materials on the Premises, except for amounts normal and appropriate for Tenant's use of the Premises, stored, used and disposed of in strict compliance with all applicable Laws and Ordinances. "**Hazardous Materials**" includes, without limitation, any and all substances, pollutants, contaminants, materials or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials, or any other similar term in or under any applicable Law or Ordinance. Hazardous Materials also includes, without limitation, fuels, petroleum and petroleum-derived products.

4.5 No Tobacco Use. Smoking, vaping, and the use of any kind of tobacco product in or on the Premises or elsewhere on the OSH Campus is prohibited, pursuant to DHS/OHA Policy 060-041 (Tobacco Free Campus Policy).

5. Parking. The Premises include on-site parking. Additionally, Tenant may use, in common with other authorized users, the gravel parking area located to the west of the Premises on a first-come, first-served basis.

6. Background Checks.

6.1 Tenant shall:

(a) using ORCHARDS (Oregon Criminal History and Abuse Records Data System), perform background checks on all of Tenant's agents and employees providing services on the Premises during the Term of this Lease (such persons collectively being "**Tenant's On-Premises Individuals**");

(b) retain all records relating to such background checks for Tenant's On-Premises Individuals;

(c) promptly notify Landlord of any changes in the status of a background check for any of Tenant's On-Premises Individuals; and

(d) upon Landlord's request, which will include a reasonable basis for requesting such records, promptly deliver to Landlord any background check records for Tenant's On-Premises Individuals that Tenant is legally permitted to provide.

6.2 Notwithstanding the notice requirements in Section 27 below, Landlord shall deliver any communications to Landlord regarding background checks for Tenant's On-Premises Individuals to the following email address: SNeal@co.marion.or.us.

7. Utilities and Services.

7.1 Utilities and Services Table.

Utility/Service	Provided by Landlord	Arranged by Tenant
Water	X	
Sewer	X	
Electricity	X	
Gas	X	
Trash removal	X	
Recycling		X
Janitorial services and supplies		X
Window washing		X
Snow and ice removal		X
Security		X
Pest control		X
Phone and data service		X

7.2 Provided by Landlord. Landlord shall arrange for the utilities and services listed in the table above as “Provided by Landlord” to be provided to the Premises. The costs of such utilities and services are included in the Monthly Rent.

7.3 Arranged by Tenant. Tenant shall arrange for the utilities and services listed in the table above as “Arranged by Tenant” to be provided to the Premises. Tenant shall directly pay the costs thereof to the providers.

8. Maintenance, Repair and Replacement Obligations – Landlord.

8.1 Generally. Landlord shall, at its sole cost and expense, perform the following maintenance, repair and replacement work on the Premises to keep it in good order and condition:

- (a) exterior maintenance and repairs;
- (b) HVAC system: maintenance and upgrades;
- (c) exterior lighting fixtures;
- (d) roof;
- (e) gutters;
- (f) exterior walls;
- (g) bearing walls;

- (h) structural members;
- (i) foundation;
- (j) sidewalks and curbs;
- (k) parking lot;
- (l) exterior doors;
- (m) plumbing;
- (n) electrical;
- (o) locks and keys for exterior doors;
- (p) damage from groundwater and storms; and
- (q) mowing and tree and shrub maintenance.

Landlord's obligations under this Section 8 do not include any maintenance, repair or replacement that Tenant is obligated to perform pursuant to Section 9 below.

8.2 Work Standards. Landlord shall perform its maintenance, repair and replacement obligations under this Section 8 promptly, in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances, and shall obtain all required permits and inspections for such work.

9. Maintenance, Repair and Replacement Obligations – Tenant.

9.1 Generally. Tenant shall, at its sole cost and expense, perform the following maintenance, repair and replacement work on the Premises to keep it in good order and condition:

- (a) HVAC system: bi-annual filter replacement;
- (b) interior walls, ceilings and doors;
- (c) window hardware;
- (d) indoor light fixtures;
- (e) smoke detectors;
- (f) switches;

- (g) air filter replacement;
- (h) lightbulb replacement;
- (i) flowerbed and garden maintenance;
- (j) lawn edging and watering;
- (k) interior painting; and
- (l) any other maintenance, repair or replacement, except as specifically set forth as a Landlord obligation in Section 8 above, that is reasonably necessary to keep the Premises in good order and condition.

9.2 Appliances. As of the Effective Date, Landlord owns the following appliances on the Premises: washer, dryer, stove and refrigerator (the “**Appliances**”). Tenant’s obligations under Section 9.1 above include the maintenance and repair of the Appliances, and the replacement of any Appliances when they have reached the end of their useful life, or as may reasonably be requested by Landlord based on their condition. Tenant shall replace any such Appliances with appliances of the same or better quality. For the avoidance of doubt, all such replaced Appliances will remain the property of Landlord.

9.3 Work Standards. Tenant shall perform its maintenance, repair and replacement obligations under this Section 9 promptly, in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances, and shall obtain all required permits and inspections for such work.

10. Maintenance, Repair and Replacement Obligations – Shared by Parties. The Parties shall negotiate and equally share the costs of performing the following maintenance, repair and replacement work on the Premises, as such work is necessary or advisable to keep the Premises in good order and condition:

- 10.1 interior painting;
- 10.2 carpet and flooring; and
- 10.3 countertops.

11. Tenant’s Improvements and Alterations.

11.1 Nonstructural. Tenant may, at its sole cost and expense:

- (a) without Landlord’s consent (but after notice thereof is given to Landlord), make nonstructural improvements and alterations to the Premises; and
- (b) without notice to Landlord or Landlord’s consent, place partitions, personal property,

trade fixtures and the like in and on the Premises. Tenant shall retain ownership of all such partitions, personal property, trade fixtures and the like.

11.2 **Structural.** Tenant shall not make any improvements or alterations to the Premises that modify or affect the Premises structure or the proper operation of a mechanical system, without Landlord's prior consent, which Landlord may withhold in its sole discretion. Tenant shall make any such permitted improvements or alterations at its sole cost and expense and using a contractor of its own choosing, and in a manner so as to minimize interference with the use and enjoyment of the OSH Campus by any other tenants or by any patients, employees or visitors. Any such improvements or alterations will become part of the Premises, and will be surrendered with the Premises upon the expiration or earlier termination of this Lease.

11.3 **Performance of Work.** Any improvements or alterations that Tenant makes to the Premises will be made in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances and with all required permits and inspections for such work. Upon Landlord's request, Tenant shall provide Landlord with reasonable supporting documentation relating to such work.

12. Landlord's Entry. Landlord, its agents and employees may enter the Premises with at least twenty-four (24) hours' prior notice specifying the date and time of entry; or, in the event of an emergency, at any time with no prior notice. Landlord shall use its reasonable best efforts to conduct any non-emergency entry in order to minimize interference with Tenant's operations on the Premises. Landlord's entry may be for the purposes of performing any work pursuant to its obligations under Section 8 above; confirming Tenant's compliance with the provisions of this Lease; or for any other purpose related to this Lease, in Landlord's reasonable discretion.

13. Rules and Regulations. Tenant shall comply with any and all posted rules and regulations for the OSH Campus.

14. Signage. Tenant shall not install any exterior signage on the Premises without Landlord's prior consent.

15. Insurance.

15.1 **Landlord's Insurance Coverage.** Landlord is self-insured for its property and liability exposures, pursuant and subject to the Oregon Constitution and the Oregon Tort Claims Act ("**Tenant's Insurance Coverage**"). A current Certificate of Insurance for Landlord's Insurance Coverage is available at <http://www.oregon.gov/das/Risk/Pages/CertCovRequest.aspx>.

15.2 **Tenant's Insurance Coverage.** During the Term of this Lease, Tenant shall maintain the insurance set forth in Exhibit B.

16. Contribution.

16.1 **Other Party Notification.** If any third party makes any claim or brings any action, suit or proceeding relating to this Lease or the Premises and alleging a tort as now or hereafter defined

in ORS 30.260 (a “**Third-Party Claim**”) against a Party (the “**Notified Party**”) with respect to which the other Party (the “**Other Party**”) may have liability, the Notified Party shall promptly notify the Other Party of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section 16.1 and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third-Party Claim.

16.2 Tenant Jointly Liable with Landlord. With respect to a Third-Party Claim for which Tenant is jointly liable with Landlord (or would be if joined in the Third-Party Claim), Tenant shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Landlord in such proportion as is appropriate to reflect the relative fault of Tenant on the one hand and of Landlord on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Tenant on the one hand and of Landlord on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Tenant’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if Tenant had sole liability in the proceeding.

16.3 Landlord Jointly Liable with Tenant. With respect to a Third-Party Claim for which Landlord is jointly liable with Tenant (or would be if joined in the Third-Party Claim), Landlord shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Tenant in such proportion as is appropriate to reflect the relative fault of Landlord on the one hand and of Tenant on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Landlord on the one hand and of Tenant on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Landlord’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

17. **Assignment and Subletting.** Tenant shall not voluntarily or by operation of law assign this Lease or sublet any portion of the Premises without Landlord’s prior consent, which Landlord may withhold, condition or delay in its sole discretion. Any assignment or sublet in contravention of this Section 17 will be deemed null and void.

18. **Liens.** Tenant shall pay when due all claims for work performed on the Premises by or through Tenant or for services rendered or materials furnished to the Premises for Tenant, and shall keep the Premises free from any liens arising by or through Tenant. If any such lien shall at

any time be filed against the Premises, or any portion thereof, Tenant shall cause the same to be discharged of record or bonded off, as permitted by statute, within thirty (30) days after Tenant's receipt of written notice of same.

19. Surrender; Holdover.

19.1 Surrender. Tenant shall, upon the expiration or earlier termination of this Lease, surrender the Premises to Landlord broom clean, in first-class condition and repair, except for ordinary wear and tear and damage from any "**Casualties**" (e.g., floods, hurricanes, tornados, storms, fires, explosions, lightning or earthquakes) or Force Majeure Event (as defined in Section 28.11 below).

19.2 Holdover. If Tenant fails to surrender the Premises as required by Section 19.1 above, and Landlord does not, within ten (10) business days after such expiration or termination, deliver to Tenant a notice of eviction, such holding over by Tenant shall create a tenancy from month to month, with Monthly Rent to be one hundred fifty percent (150%) of the Monthly Rent for the immediately preceding month.

20. Quiet Enjoyment. Subject to the terms and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the Term, without any interruption or disturbance from Landlord or any party claiming by, through or under Landlord.

21. Interest Rate. Except as otherwise specifically provided in this Lease, any payment due hereunder by one Party to the other Party shall accrue interest at the maximum rate permitted under ORS 293.462, as it may be amended or replaced from time to time, from the date the payment is past due until the past-due payment and all interest thereon are paid in full.

22. Representations and Warranties.

22.1 Landlord. Landlord represents and warrants to Tenant that Landlord is a State of Oregon agency, duly organized and validly existing; that Landlord has the power and authority to enter into and perform under this Lease; and that the person signing this Lease on behalf of Landlord is authorized by Landlord to bind Landlord to this Lease. Upon Tenant's request, Landlord shall provide Tenant with evidence reasonably satisfactory to Tenant confirming the foregoing.

22.2 Tenant. Tenant represents and warrants to Landlord that Tenant has the power and authority to enter into and perform under this Lease; and that the person signing this Lease on behalf of Tenant is authorized by Tenant to Tenant to this Lease. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing.

23. Tenant Default.

23.1 Default. The following will be events of default by Tenant ("**Tenant Default**"):

(a) *Nonpayment of Monthly Rent*: Tenant's failure to pay Landlord any Monthly Rent within

ten (10) days after notice from Landlord specifying the nonpayment.

(b) *Other Nonperformance.* Other than a nonpayment described in Section 23.1(a) above, Tenant's failure to comply with or fulfill any term, condition or obligation of this Lease within thirty (30) days after notice from Landlord specifying the nature of the failure with reasonable particularity; or, if Tenant cannot reasonably cure such failure within such thirty (30) -day period, then within such time as Tenant can cure the failure with reasonable good faith and diligence; provided, however, that such cure period shall not exceed one hundred eighty (180) days.

23.2 Remedies. Upon any Tenant Default, Landlord may exercise any one or more of the following remedies:

(a) *Cure.* At Tenant's cost and expense, Landlord may perform Tenant's unperformed obligations that gave rise to the Tenant Default, and charge all such costs and expenses to Tenant pursuant to this Lease, which Tenant shall pay within thirty (30) days after Landlord delivers an invoice therefor, together with reasonable supporting documentation (including receipts and invoices from service and materials providers) of such costs and expenses.

(b) *Termination.* With at least thirty (30) days' notice to Tenant, Landlord may terminate this Lease, re-enter and take possession of the Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages to Tenant, its property, any other persons or their property.

(c) *Reletting.* Landlord may relet the Premises, and in connection therewith may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises. Landlord will not be required to relet the Premises for any use or purpose that Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the Term of this Lease, and upon any reasonable terms and conditions, including the granting of rent-free occupancy or other rent concessions.

(d) *Right to Sue.* Landlord may sue periodically to recover damages as they accrue without barring a later action for further damages.

(e) *Damages.* Landlord will be entitled to recover from Tenant any and all damages arising from a Tenant Default, including the following:

- (i) all costs and expenses of curing the Tenant Default;
- (ii) the reasonable costs of reentry and reletting, including, without limitation, the costs of any clean up, refurbishing, removal of Tenant's property and fixtures and any other expense arising from Tenant's failure to surrender the Premises in the condition required by Section 19.1 above; and
- (iii) the loss of Monthly Rent for the Premises from the date of the Tenant Default

until a new tenant for the Premises has been, or with the exercise of reasonable efforts could have been, secured.

(f) *Other.* The foregoing remedies will be in addition to and shall not exclude any other remedy available to Landlord in law or equity.

24. Landlord Default.

24.1 Default. The following will be events of default by Landlord (“**Landlord Default**”):

Landlord’s failure to comply with or fulfill any term, condition or obligation of this Lease within thirty (30) days after notice from Tenant specifying the nature of the failure with reasonable particularity; provided, however, that if Landlord cannot reasonably cure such failure within such thirty (30) -day period, then within such time as Landlord can cure the failure with reasonable good faith and diligence, provided that such cure period shall not exceed one hundred eighty (180) days.

24.2 Remedies. Upon any Landlord Default, Tenant may exercise any remedy available in law or equity and is entitled to recover from Landlord any and all damages arising from a Landlord Default, including any and all costs and expenses of performing Landlord’s unperformed obligations that gave rise to the Landlord Default.

25. Termination for Convenience. Landlord or Tenant may terminate this Lease with at least thirty (30) days’ notice, for any reason, at such Party’s discretion.

26. Health Insurance Portability and Accountability Act. Landlord and Tenant are “covered entities” and/or “business associates” for the purposes of the provisions of the Health Insurance Portability and Accountability Act (“**HIPAA**”) of 1996, Public Law 104-191, Title II, Subtitle F, Administrative Simplification. The Parties shall take such action as is necessary to amend this Lease from time to time as needed for compliance with the requirements of the Security and Privacy Rules and other provisions of HIPAA.

27. Notices.

27.1 Addresses: General Notice Requirements.

(a) *Addresses.* A Party’s “**Address**” means the address set forth beneath that Party’s signature on this Lease.

(b) *General Notice Requirements.* Any notices, demands, deliveries or other communications required under this Lease will be made in writing and delivered by one of the methods set forth in Section 27.2 below to Landlord’s Address or Tenant’s Address, as the case may be, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 27.2 below.

27.2 Delivery.

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax will be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Lease for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline will be deemed extended to the next business day.

28. Miscellaneous.

28.1 Time is of the Essence. Time is of the essence in relation to the Parties' performance of any and all of their obligations under this Lease.

28.2 Calculation of Days. Any reference in this Lease to "days" shall mean calendar days, unless specified as "business days." A business day is any day that is not a Saturday, Sunday or a federal or State of Oregon holiday.

28.3 Consent. Unless otherwise specifically stated herein, any consent by a Party will not be unreasonably withheld, conditioned or delayed.

28.4 Integration. This Lease constitutes the entire agreement between the Parties on the subject matter hereof. The Parties have no understandings, agreements or representations, oral or written, regarding this Lease that are not specified herein.

28.5 Amendments. This Lease may be amended or modified only by a written instrument signed by both Parties.

28.6 No Waiver of Performance. No waiver by a Party of performance of any provision of this Lease by the other Party will be deemed a waiver of nor prejudice the other Party's right to otherwise require performance of the same provision, or any other provision.

28.7 Severability. If any term or provision of this Lease is declared by a court of competent jurisdiction to be illegal or in conflict with any Law or Ordinance, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Lease did not contain the particular term or provision held to be invalid.

28.8 Counterparts. This Lease and any amendments hereto may be executed in two or more

counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.

28.9 Governing Law; Consent to Jurisdiction. This Lease is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any Claim between Landlord (or any other agency or department of the State of Oregon) and Tenant that arises from or relates to this Lease will be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each Party hereby consents to the exclusive jurisdiction of the foregoing courts, waives any objection to venue and waives any claim that such forums are an inconvenient forum. In no event shall this Section 28.9 or any other provision of this Lease be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, or consent by the State of Oregon to the jurisdiction of any court.

28.10 No Presumption against Drafter. No inference, presumption or conclusion will be drawn against either Party by virtue of that Party having drafted this Lease or any portion thereof.

28.11 Force Majeure. Except for Tenant's continuing obligation to pay Monthly Rent under this Lease, a Party will not be liable for any delay in performance under this Lease, other than payment of any money to the other Party, if such delay is caused by Casualties, strikes, lockouts, riots, wars, acts of public enemies, insurrections, acts of God, shortages of labor or materials or any other such causes not within the control of the first Party (any such event being a "**Force Majeure Event**").

28.12 Exhibits. The Exhibits listed below are incorporated as part of this Lease:

- Exhibit A: Premises
- Exhibit B: Tenant's Insurance Coverage

[remainder of this page intentionally left blank]

Each person signing this Lease below on behalf of a Party represents and warrants that such person is duly authorized by that Party and has legal capacity to do so.

LANDLORD:

The State of Oregon, acting by and through the Oregon Health Authority,
through the Oregon State Hospital

Signature _____
Name _____ Date _____
Title _____

Landlord's Address

Name: Oregon State Hospital, Salem
Address: 2600 Center Street NE
City, State, ZIP: Salem, Oregon 97301
ATTN: Facilities Management
Phone Number: 503-945-2800
Email Address: osh-real-property@oha.oregon.gov

TENANT:

Marion County, a political division of the State of Oregon,
acting by and through the Marion County Health and Human Services Department

Signature	<u><i>Ryan Matthews</i></u> <small>Ryan Matthews (Mar 24, 2026 14:04:59 PDT)</small>	<u>03/24/2026</u>
Name	Ryan Matthews	Date
Title	Administrator	

Additional County signatures on following page

Tenant's Address

Name:	Marion County Health and Human Services Department
Address:	3160 Center Street NE
City, State, ZIP:	Salem, Oregon 97301
ATTN:	Ryan Matthews, or successor
Phone Number:	503-361-2670
Email Address:	rmatthews@co.marion.or.us

#24(ser)

**SIGNATURE PAGE FOR
HORIZON HOUSE - 2435 GREENWAY DR. NE - HE-6808-25
between
MARION COUNTY and OREGON STATE HOSPITAL**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: *Ryan Matthews* 03/24/2026
Ryan Matthews (Mar 24, 2026 14:04:59 PDT)

Department Director or designee Date

Authorized Signature: *Jan Fritz* 03/24/2026
Jan Fritz (Mar 24, 2026 14:35:00 PDT)

Chief Administrative Officer Date

Reviewed by Signature: *Andrew Wittendorf* 03/24/2026

Marion County Legal Counsel Date

Reviewed by Signature: *Chalyse M. Duda* 03/24/2026

Marion County Contracts & Procurement Date

EXHIBIT A

Premises



EXHIBIT B

Tenant's Insurance Coverage

Any capitalized term used but not defined in this Exhibit will have the definition set forth in the Lease to which it is attached.

1. Generally. During the Term of the Lease, Tenant shall obtain and keep in effect Tenant's Insurance Coverage as set forth in Section 2 below. Tenant's Insurance Coverage will be issued by an insurance company authorized to do business in the State of Oregon. Tenant shall pay for all deductibles, self-insurance retention and self-insurance, if any. A combination of primary and excess/umbrella insurance may be used to meet the required limits of Tenant's Insurance Coverage.

2. Types of Coverage. Tenant shall obtain and keep in effect during the Term of the Lease the following Tenant's Insurance Coverage:

2.1 General Liability: a commercial general liability policy, covering bodily injury and property damage and providing contractual liability coverage for Tenant's contribution under Section 16 of the Lease. The policy shall include coverage for personal and advertising injury liability, products and completed operations and have no limitation of coverage to designated premises, project or operation. Coverage will be written on an occurrence basis in an amount of not less than \$2,000,000.00 per occurrence, with an annual aggregate of not less than \$4,000,000.00.

2.2 Workers' Compensation: if Tenant employs any "subject worker" as defined in ORS 656.027, workers' compensation insurance for those workers, with statutory limits, and employer's liability insurance, with limits not less than \$500,000.00 per each accident or disease.

3. Additional Insured. All of Tenant's Insurance Coverage, except for workers' compensation, shall include an "Additional Insured" endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Tenant's activities to be performed under the Lease. Coverage will be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Tenant's ongoing operations will be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations will be on ISO form CG 20 37 07 04 or equivalent.

4. Tail Coverage. If any of Tenant's Insurance Coverage is on a claims-made basis and does not include an extended reporting period of at least twenty-four (24) months, Tenant shall maintain either tail coverage or continuous claims-made liability coverage, provided the effective date of the continuous claims-made coverage is on or before the Effective Date, for a minimum of twenty-four (24) months following the later of:

4.1 Landlord's or Tenant's termination of the Lease; or

4.2 the expiration of all warranty periods provided under the Lease.

5. Certificate and Proof of Insurance. Within fifteen (15) business days after its signature on the Lease, Tenant shall provide to Landlord a "**Certificate of Insurance**" for all of Tenant's Insurance Coverage. The Certificate of Insurance will list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate of Insurance shall also include all required endorsements or copies of applicable policy language effecting coverage required under the Lease. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance will include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Landlord may request, and Tenant shall deliver to Landlord, copies of insurance policies and endorsements relating to the insurance requirements in the Lease.

6. Change or Cancellation. Tenant shall provide at least thirty (30) days' prior notice to Landlord before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Should the terms and conditions of Tenant's Insurance Coverage change during the Term of the Lease, Landlord may require Tenant to replace any coverage omitted or deleted by such change.

7. Insurance Requirement Review. Tenant agrees to Landlord's periodic review of the requirements for Tenant's Insurance Coverage under Section 2 above, and to provide an updated Certificate of Insurance as reasonably requested by Landlord.

8. Landlord Acceptance. All insurance providers are subject to Landlord acceptance. If requested by Landlord, Tenant shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Landlord's representatives responsible for verification of Tenant's Insurance Coverage.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 15, 2026

Department: Health & Human Services

Title: Lease Agreement for Stepping Stones at 555 24th Place NE

Management Update/Work Session Date: March 31, 2026 Audio/Visual aids

Time Required: 10 min Contact: Kristina Ballow Phone: 503-588-5409

Requested Action: Approval of the new Lease Agreement with Oregon State Hospital (OSH) for Stepping Stones located at 555 24th Place NE.

Issue, Description & Background: Marion County Health & Human Services (MCHHS) leases Cottage R14, located at 555 24th Place NE, Salem, on the Oregon State Hospital (OSH) campus, to operate the Stepping Stones program. This facility provides supported housing for individuals transitioning from higher levels of care to more independent living within the community.

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

Impacts to Department & External Agencies: NA

List of attachments: Lease agreement plus exhibits, retroactive memo

Presenter: Ryan Matthews

Department Head Signature: Ryan Matthews
Ryan Matthews (Mar 24, 2026 4:07:46 PDT)

Contract Review Sheet

Lease Agreement

HE-6807-25

Title: Stepping Stones - 555 24th Place NE

Contractor's Name: Oregon State Hospital

Department: Health and Human Services

Contact: Kristina Ballow

Analyst: Chalyce MacDonald

Phone #: (503) 588-5409

Term - Date From: September 1, 2025

Expires: August 31, 2030

Original Contract Amount: \$ 120,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 120,000.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0600 Leasing Real Property

Description of Services or Grant Award

Marion County Health & Human Services (MCHHS) leases Cottage R14, located at 555 24th Place NE, Salem, on the Oregon State Hospital (OSH) campus, to operate the Stepping Stones program. This facility provides supported housing for individuals transitioning from higher levels of care to more independent living within the community.

Desired BOC Session Date: 4/15/2026

Contract should be in DocuSign by: 3/25/2026

Agenda Planning Date: 4/2/2026

Printed packets due in Finance: 3/31/2026

Management Update: 3/31/2026

BOC upload / Board Session email: 4/1/2026


BOC Session Presenter(s) Ryan Matthews Code: Y

REQUIRED APPROVALS


03/24/2026
Finance - Contracts Date


03/24/2026
Contract Specialist Date
Kristina Ballow (Mar 24, 2026 15:06:11 PDT)


03/24/2026
Legal Counsel Date


03/24/2026
Chief Administrative Officer Date
Jan Fritz (Mar 24, 2026 15:03:03 PDT)

REQUEST FOR AUTHORIZATION OF CONTRACT HE-6807-25

Date: March 23, 2026
To: Chief Administrative Officer
Cc: Contract File
From: Kristina Ballow

I. **Subject:** Retroactive

The Marion County Health and Human Services (MCHHS) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Oregon State Hospital (OSH) for Stepping Stones - 555 24th Place NE with a value of \$120,000.00 and will be effectively retroactive to 9/1/2025 upon approval.

A. BACKGROUND

Marion County Health & Human Services (MCHHS) leases Cottage R14, located at 555 24th Place NE, Salem, on the Oregon State Hospital (OSH) campus, to operate the Stepping Stones program. This facility provides supported housing for individuals transitioning from higher levels of care to more independent living within the community.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

In August 2025, the Oregon State Hospital (OSH) transitioned administration of the lease agreement to the Department of Justice (DOJ). Following this transition, Marion County Health & Human Services (MCHHS) engaged in ongoing discussions with OSH regarding revised lease terms, including multiple rounds of negotiations on contract language.

On October 22, 2025, MCHHS met with OSH to address a significant proposed rate increase. OSH indicated the increase was intended to align the lease rate with the facility's current replacement value, noting that the rent had not changed since the original agreement was executed.

Additional meetings were held on January 27, 2026, and February 11, 2026, at OSH's request to continue discussions on contract language, followed by further negotiations on March 5, 2026. Final draft documents were provided to Marion County on March 23, 2026.

The delay in submitting the contract prior to performance was due to the extended timeline required to resolve both contract language and rate-related issues.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

MCHHS will continue to work closely with the DOJ and OSH to ensure that lease agreements are executed in a timely manner and do not extend beyond their expiration dates,

in order to prevent the need for retroactive contracts. This collaboration will include implementing improved tracking and review processes, enhancing communication between all parties, and establishing clear timelines for contract approvals. By proactively addressing these administrative steps, MCHHS aims to reduce delays, maintain compliance with applicable regulations, and ensure continuity of services for the programs housed under these leases.

Submitted by:

Kristina Ballow

Kristina Ballow (Mar 24, 2026 15:06:11 PDT)

Kristina Ballow
Health and Human Services

Reviewed by:

Chalynne MacDona

Contracts & Procurement

Acknowledged by:

Ryan Matthews

Ryan Matthews (Mar 24, 2026 14:07:46 PDT)

Department Head

Acknowledged by:

Jan Fritz

Jan Fritz (Mar 24, 2026 15:03:03 PDT)

Jan Fritz, CAO

LEASE AGREEMENT (NO. 136274)

(Oregon State Hospital – Salem)

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into effective as of September 1, 2025 (the “**Effective Date**”), by and between the State of Oregon, acting by and through the Oregon Health Authority, through the Oregon State Hospital (“**Landlord**”), and Marion County, a political division of the State of Oregon, acting by and through the Marion County Health and Human Services Department (“**Tenant**”). Landlord and Tenant are each a “**Party**” and together the “**Parties.**”

RECITALS

A. Landlord owns and operates certain buildings and other improvements in Salem, Marion County, Oregon, known as the Oregon State Hospital – Salem (the “**OSH Campus**”).

B. The OSH Campus includes a residential structure known as Stepping Stones House (Cottage R14) (the “**Residence**”). The Residence (approximately 2,300 square feet) and the surrounding property are the “**Premises.**” The Premises are shown on Exhibit A.

C. The Parties were parties to that certain Intergovernmental Residential Space Lease Agreement #136274 (DAS Lease #3305) for the Premises dated July 1, 2011, as amended June 13, 2013, expired on June 30, 2015, reinstated on August 14, 2025, and amended on August 7, 2015, June 30, 2107, May 28, 2019, July 29, 2022 and June 5, 2025 (as so amended, the “**Previous Lease**”). The Previous Lease expired August 31, 2025.

D. The Parties acknowledge and agree that they are entering into this new Lease in order to simplify and update the documentation of their agreements concerning the Premises going forward. As of the Commencement Date (as defined below), this Lease supersedes and cancels the Previous Lease in its entirety, except for any outstanding obligations thereunder of the Parties.

AGREEMENTS

For good and valuable consideration, the Parties agree as follows:

1. Premises.

1.1 Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord.

The Premises address is:

Oregon State Hospital – Salem
Stepping Stones House
555 24th Pl. NE
Salem, Oregon 97301
Marion County

1.2 Tenant understands, acknowledges and agrees that it is leasing the Premises from Landlord “As Is,” without any representations or warranties from Landlord regarding the condition of the Premises.

2. Term.

2.1 Generally. The term of this Lease (the “**Initial Term**”) is five (5) years, commencing September 1, 2025 (the “**Commencement Date**”) and expiring August 31, 2030 (the “**Expiration Date**”). Any reference in this Lease to “**Term**” means the Initial Term, an Extension Term (as defined in Section 2.2 below) or both, as the context may so require.

2.2 Extension of Term. So long as there is not then any material Tenant Default under this Lease (as defined in Section 23.1 below), Tenant may extend the Term of this Lease for a period of three (3) years (the “**Extension Term**”). With the exception of the amount of Monthly Extension Rent (as defined and set forth in Section 3.3 below), and any terms or conditions that the Parties modify in writing, all terms and conditions of this Lease will apply during the Extension Term. To extend the Term of this Lease, Tenant shall deliver notice to Landlord at least sixty (60) days before to the Expiration Date.

3. Monthly Rent.

3.1 Monthly Rent. “**Monthly Rent**” commences at \$1,774.77 per month for the first year of the Lease, and will increase every year by three percent (3%), including for any Extension Term.

3.2 Payment of Monthly Rent. From and after the Commencement Date, and throughout the Term of this Lease, Tenant shall pay Monthly Rent to Landlord, in advance, on or before the fifth (5th) day of each month, without notice or demand and without offset or deduction except as specifically provided in this Lease, and at Landlord’s Address (as defined in Section 27.1 below). Monthly Rent for any partial calendar month will be prorated on a per diem basis, based on a 365-day calendar year.

3.3 Monthly Extension Rent. The Monthly Rent for the Extension Term (the “**Monthly Extension Rent**”) will be based on the Monthly Rent during the last year of the Initial Term, as escalated pursuant to Section 3.1 above.

4. Use.

4.1 Authorized Use. Tenant shall use the Premises for residential treatment services for individuals with mental illnesses, and for no other purpose.

4.2 Laws and Ordinances. Tenant shall use the Premises in compliance with any and all applicable federal, state and local laws, ordinances, codes, regulations and rules (“**Laws and Ordinances**”).

4.3 ADA. Tenant shall keep the interior of the Residence in compliance with all applicable provisions of the Americans with Disabilities Act (ADA).

4.4 Hazardous Materials. Tenant shall not use, place or allow any Hazardous Materials on the Premises, except for amounts normal and appropriate for Tenant’s use of the Premises, stored, used and disposed of in strict compliance with all applicable Laws and Ordinances. “**Hazardous Materials**” includes, without limitation, any and all substances, pollutants, contaminants, materials or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials, or any other similar term in or under any applicable Law or Ordinance. Hazardous Materials also includes, without limitation, fuels, petroleum and petroleum-derived products.

4.5 No Tobacco Use. Smoking, vaping, and the use of any kind of tobacco product in or on the Premises or elsewhere on the OSH Campus is prohibited, pursuant to DHS/OHA Policy 060-041 (Tobacco Free Campus Policy).

5. **Parking**. The Premises include on-site parking.

6. **Background Checks**.

6.1 Tenant shall:

(a) using ORCHARDS (Oregon Criminal History and Abuse Records Data System), perform background checks on all of Tenant’s agents and employees providing services on the Premises during the Term of this Lease (such persons collectively being “**Tenant’s On-Premises Individuals**”);

(b) retain all records relating to such background checks for Tenant’s On-Premises Individuals;

(c) promptly notify Landlord of any changes in the status of a background check for any of Tenant’s On-Premises Individuals; and

(d) upon Landlord’s request, which will include a reasonable basis for requesting such records, promptly deliver to Landlord any background check records for Tenant’s On-Premises Individuals that Tenant is legally permitted to provide.

6.2 Notwithstanding the notice requirements in Section 27 below, Landlord shall deliver any communications to Landlord regarding background checks for Tenant’s On-Premises Individuals to the following email address: SNeal@co.marion.or.us.

7. **Utilities and Services**.

7.1 Utilities and Services Table.

Utility/Service	Provided by Landlord	Arranged by Tenant
Water	X	

Sewer	X	
Electricity	X	
Gas	X	
Trash removal	X	
Recycling		X
Janitorial services and supplies		X
Window washing		X
Snow and ice removal		X
Security		X
Pest control		X
Phone and data service		X

7.2 Provided by Landlord. Landlord shall arrange for the utilities and services listed in the table above as “Provided by Landlord” to be provided to the Premises. The costs of such utilities and services are included in the Monthly Rent.

7.3 Arranged by Tenant. Tenant shall arrange for the utilities and services listed in the table above as “Arranged by Tenant” to be provided to the Premises. Tenant shall directly pay the costs thereof to the providers.

8. Maintenance, Repair and Replacement Obligations – Landlord.

8.1 Generally. Landlord shall, at its sole cost and expense, perform the following maintenance, repair and replacement work on the Premises to keep it in good order and condition:

- (a) exterior maintenance and repairs;
- (b) HVAC system: maintenance and upgrades;
- (c) exterior lighting fixtures;
- (d) roof;
- (e) gutters;
- (f) exterior walls;
- (g) bearing walls;
- (h) structural members;
- (i) foundation;
- (j) sidewalks and curbs;

- (k) parking lot;
- (l) exterior doors;
- (m) plumbing;
- (n) electrical;
- (o) locks and keys for exterior doors;
- (p) damage from groundwater and storms; and
- (q) mowing and tree and shrub maintenance.

Landlord's obligations under this Section 8 do not include any maintenance, repair or replacement that Tenant is obligated to perform pursuant to Section 9 below.

8.2 Work Standards. Landlord shall perform its maintenance, repair and replacement obligations under this Section 8 promptly, in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances, and shall obtain all required permits and inspections for such work.

9. Maintenance, Repair and Replacement Obligations – Tenant.

9.1 Generally. Tenant shall, at its sole cost and expense, perform the following maintenance, repair and replacement work on the Premises to keep it in good order and condition:

- (a) HVAC system: bi-annual filter replacement;
- (b) interior walls, ceilings and doors;
- (c) window hardware;
- (d) indoor light fixtures;
- (e) smoke detectors;
- (f) switches;
- (g) air filter replacement;
- (h) lightbulb replacement;
- (i) flowerbed and garden maintenance;
- (j) lawn edging and watering;

(k) interior painting; and

(l) any other maintenance, repair or replacement, except as specifically set forth as a Landlord obligation in Section 8 above, that is reasonably necessary to keep the Premises in good order and condition.

9.2 Appliances. As of the Effective Date, Landlord owns the following appliances on the Premises: washer, dryer, stove and refrigerator (the “**Appliances**”). Tenant’s obligations under Section 9.1 above include the maintenance and repair of the Appliances, and the replacement of any Appliances when they have reached the end of their useful life, or as may reasonably be requested by Landlord based on their condition. Tenant shall replace any such Appliances with appliances of the same or better quality. For the avoidance of doubt, all such replaced Appliances will remain the property of Landlord.

9.3 Work Standards. Tenant shall perform its maintenance, repair and replacement obligations under this Section 9 promptly, in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances, and shall obtain all required permits and inspections for such work.

10. Maintenance, Repair and Replacement Obligations – Shared by Parties. The Parties shall negotiate and equally share the costs of performing the following maintenance, repair and replacement work on the Premises, as such work is necessary or advisable to keep the Premises in good order and condition:

10.1 interior painting;

10.2 carpet and flooring; and

10.3 countertops.

11. Tenant’s Improvements and Alterations.

11.1 Nonstructural. Tenant may, at its sole cost and expense:

(a) without Landlord’s consent (but after notice thereof is given to Landlord), make nonstructural improvements and alterations to the Premises; and

(b) without notice to Landlord or Landlord’s consent, place partitions, personal property, trade fixtures and the like in and on the Premises. Tenant shall retain ownership of all such partitions, personal property, trade fixtures and the like.

11.2 Structural. Tenant shall not make any improvements or alterations to the Premises that modify or affect the Premises structure or the proper operation of a mechanical system, without Landlord’s prior consent, which Landlord may withhold in its sole discretion. Tenant shall make any such permitted improvements or alterations at its sole cost and expense and using a

contractor of its own choosing, and in a manner so as to minimize interference with the use and enjoyment of the OSH Campus by any other tenants or by any patients, employees or visitors. Any such improvements or alterations will become part of the Premises, and will be surrendered with the Premises upon the expiration or earlier termination of this Lease.

11.3 Performance of Work. Any improvements or alterations that Tenant makes to the Premises will be made in a first-class and workmanlike manner and in accordance with all applicable Laws and Ordinances and with all required permits and inspections for such work. Upon Landlord's request, Tenant shall provide Landlord with reasonable supporting documentation relating to such work.

12. Landlord's Entry. Landlord, its agents and employees may enter the Premises with at least twenty-four (24) hours' prior notice specifying the date and time of entry; or, in the event of an emergency, at any time with no prior notice. Landlord shall use its reasonable best efforts to conduct any non-emergency entry in order to minimize interference with Tenant's operations on the Premises. Landlord's entry may be for the purposes of performing any work pursuant to its obligations under Section 8 above; confirming Tenant's compliance with the provisions of this Lease; or for any other purpose related to this Lease, in Landlord's reasonable discretion.

13. Rules and Regulations. Tenant shall comply with any and all posted rules and regulations for the OSH Campus.

14. Signage. Tenant shall not install any exterior signage on the Premises without Landlord's prior consent.

15. Insurance.

15.1 Landlord's Insurance Coverage. Landlord is self-insured for its property and liability exposures, pursuant and subject to the Oregon Constitution and the Oregon Tort Claims Act ("**Tenant's Insurance Coverage**"). A current Certificate of Insurance for Landlord's Insurance Coverage is available at <http://www.oregon.gov/das/Risk/Pages/CertCovRequest.aspx>.

15.2 Tenant's Insurance Coverage. During the Term of this Lease, Tenant shall maintain the insurance set forth in Exhibit B.

16. Contribution.

16.1 Other Party Notification. If any third party makes any claim or brings any action, suit or proceeding relating to this Lease or the Premises and alleging a tort as now or hereafter defined in ORS 30.260 (a "**Third-Party Claim**") against a Party (the "**Notified Party**") with respect to which the other Party (the "**Other Party**") may have liability, the Notified Party shall promptly notify the Other Party of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section 16.1 and meaningful opportunity for the Other Party to participate in the

investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

16.2 Tenant Jointly Liable with Landlord. With respect to a Third-Party Claim for which Tenant is jointly liable with Landlord (or would be if joined in the Third-Party Claim), Tenant shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Landlord in such proportion as is appropriate to reflect the relative fault of Tenant on the one hand and of Landlord on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Tenant on the one hand and of Landlord on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Tenant's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if Tenant had sole liability in the proceeding.

16.3 Landlord Jointly Liable with Tenant. With respect to a Third-Party Claim for which Landlord is jointly liable with Tenant (or would be if joined in the Third-Party Claim), Landlord shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Tenant in such proportion as is appropriate to reflect the relative fault of Landlord on the one hand and of Tenant on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Landlord on the one hand and of Tenant on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Landlord's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

17. Assignment and Subletting. Tenant shall not voluntarily or by operation of law assign this Lease or sublet any portion of the Premises without Landlord's prior consent, which Landlord may withhold, condition or delay in its sole discretion. Any assignment or sublet in contravention of this Section 17 will be deemed null and void.

18. Liens. Tenant shall pay when due all claims for work performed on the Premises by or through Tenant or for services rendered or materials furnished to the Premises for Tenant, and shall keep the Premises free from any liens arising by or through Tenant. If any such lien shall at any time be filed against the Premises, or any portion thereof, Tenant shall cause the same to be discharged of record or bonded off, as permitted by statute, within thirty (30) days after Tenant's receipt of written notice of same.

19. Surrender; Holdover.

19.1 Surrender. Tenant shall, upon the expiration or earlier termination of this Lease,

surrender the Premises to Landlord broom clean, in first-class condition and repair, except for ordinary wear and tear and damage from any “**Casualties**” (e.g., floods, hurricanes, tornados, storms, fires, explosions, lightning or earthquakes) or Force Majeure Event (as defined in Section 28.11 below).

19.2 **Holdover.** If Tenant fails to surrender the Premises as required by Section 19.1 above, and Landlord does not, within ten (10) business days after such expiration or termination, deliver to Tenant a notice of eviction, such holding over by Tenant shall create a tenancy from month to month, with Monthly Rent to be one hundred fifty percent (150%) of the Monthly Rent for the immediately preceding month.

20. Quiet Enjoyment. Subject to the terms and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the Term, without any interruption or disturbance from Landlord or any party claiming by, through or under Landlord.

21. Interest Rate. Except as otherwise specifically provided in this Lease, any payment due hereunder by one Party to the other Party shall accrue interest at the maximum rate permitted under ORS 293.462, as it may be amended or replaced from time to time, from the date the payment is past due until the past-due payment and all interest thereon are paid in full.

22. Representations and Warranties.

22.1 **Landlord.** Landlord represents and warrants to Tenant that Landlord is a State of Oregon agency, duly organized and validly existing; that Landlord has the power and authority to enter into and perform under this Lease; and that the person signing this Lease on behalf of Landlord is authorized by Landlord to bind Landlord to this Lease. Upon Tenant’s request, Landlord shall provide Tenant with evidence reasonably satisfactory to Tenant confirming the foregoing.

22.2 **Tenant.** Tenant represents and warrants to Landlord that Tenant has the power and authority to enter into and perform under this Lease; and that the person signing this Lease on behalf of Tenant is authorized by Tenant to Tenant to this Lease. Upon Landlord’s request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing.

23. Tenant Default.

23.1 **Default.** The following will be events of default by Tenant (“**Tenant Default**”):

(a) *Nonpayment of Monthly Rent:* Tenant’s failure to pay Landlord any Monthly Rent within ten (10) days after notice from Landlord specifying the nonpayment.

(b) *Other Nonperformance.* Other than a nonpayment described in Section 23.1(a) above, Tenant’s failure to comply with or fulfill any term, condition or obligation of this Lease within thirty (30) days after notice from Landlord specifying the nature of the failure with reasonable particularity; or, if Tenant cannot reasonably cure such failure within such thirty (30) -day period, then within such time as Tenant can cure the failure with reasonable good faith and diligence;

provided, however, that such cure period shall not exceed one hundred eighty (180) days.

23.2 Remedies. Upon any Tenant Default, Landlord may exercise any one or more of the following remedies:

(a) *Cure*. At Tenant's cost and expense, Landlord may perform Tenant's unperformed obligations that gave rise to the Tenant Default, and charge all such costs and expenses to Tenant pursuant to this Lease, which Tenant shall pay within thirty (30) days after Landlord delivers an invoice therefor, together with reasonable supporting documentation (including receipts and invoices from service and materials providers) of such costs and expenses.

(b) *Termination*. With at least thirty (30) days' notice to Tenant, Landlord may terminate this Lease, re-enter and take possession of the Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages to Tenant, its property, any other persons or their property.

(c) *Reletting*. Landlord may relet the Premises, and in connection therewith may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises. Landlord will not be required to relet the Premises for any use or purpose that Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the Term of this Lease, and upon any reasonable terms and conditions, including the granting of rent-free occupancy or other rent concessions.

(d) *Right to Sue*. Landlord may sue periodically to recover damages as they accrue without barring a later action for further damages.

(e) *Damages*. Landlord will be entitled to recover from Tenant any and all damages arising from a Tenant Default, including the following:

(i) all costs and expenses of curing the Tenant Default;

(ii) the reasonable costs of reentry and reletting, including, without limitation, the costs of any clean up, refurbishing, removal of Tenant's property and fixtures and any other expense arising from Tenant's failure to surrender the Premises in the condition required by Section 19.1 above; and

(iii) the loss of Monthly Rent for the Premises from the date of the Tenant Default until a new tenant for the Premises has been, or with the exercise of reasonable efforts could have been, secured.

(f) *Other*. The foregoing remedies will be in addition to and shall not exclude any other remedy available to Landlord in law or equity.

24. Landlord Default.

24.1 Default. The following will be events of default by Landlord (“**Landlord Default**”):

Landlord’s failure to comply with or fulfill any term, condition or obligation of this Lease within thirty (30) days after notice from Tenant specifying the nature of the failure with reasonable particularity; provided, however, that if Landlord cannot reasonably cure such failure within such thirty (30) -day period, then within such time as Landlord can cure the failure with reasonable good faith and diligence, provided that such cure period shall not exceed one hundred eighty (180) days.

24.2 Remedies. Upon any Landlord Default, Tenant may exercise any remedy available in law or equity and is entitled to recover from Landlord any and all damages arising from a Landlord Default, including any and all costs and expenses of performing Landlord’s unperformed obligations that gave rise to the Landlord Default.

25. Termination for Convenience. Landlord or Tenant may terminate this Lease with at least thirty (30) days’ notice, for any reason, at such Party’s discretion.

26. Health Insurance Portability and Accountability Act. Landlord and Tenant are “covered entities” and/or “business associates” for the purposes of the provisions of the Health Insurance Portability and Accountability Act (“**HIPAA**”) of 1996, Public Law 104-191, Title II, Subtitle F, Administrative Simplification. The Parties shall take such action as is necessary to amend this Lease from time to time as needed for compliance with the requirements of the Security and Privacy Rules and other provisions of HIPAA.

27. Notices.

27.1 Addresses; General Notice Requirements.

(a) *Addresses.* A Party’s “**Address**” means the address set forth beneath that Party’s signature on this Lease.

(b) *General Notice Requirements.* Any notices, demands, deliveries or other communications required under this Lease will be made in writing and delivered by one of the methods set forth in Section 27.2 below to Landlord’s Address or Tenant’s Address, as the case may be, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 27.2 below.

27.2 Delivery.

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax will be deemed sent

	the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Lease for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline will be deemed extended to the next business day.

28. Miscellaneous.

28.1 Time is of the Essence. Time is of the essence in relation to the Parties’ performance of any and all of their obligations under this Lease.

28.2 Calculation of Days. Any reference in this Lease to “days” shall mean calendar days, unless specified as “business days.” A business day is any day that is not a Saturday, Sunday or a federal or State of Oregon holiday.

28.3 Consent. Unless otherwise specifically stated herein, any consent by a Party will not be unreasonably withheld, conditioned or delayed.

28.4 Integration. This Lease constitutes the entire agreement between the Parties on the subject matter hereof. The Parties have no understandings, agreements or representations, oral or written, regarding this Lease that are not specified herein.

28.5 Amendments. This Lease may be amended or modified only by a written instrument signed by both Parties.

28.6 No Waiver of Performance. No waiver by a Party of performance of any provision of this Lease by the other Party will be deemed a waiver of nor prejudice the other Party’s right to otherwise require performance of the same provision, or any other provision.

28.7 Severability. If any term or provision of this Lease is declared by a court of competent jurisdiction to be illegal or in conflict with any Law or Ordinance, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Lease did not contain the particular term or provision held to be invalid.

28.8 Counterparts. This Lease and any amendments hereto may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.

28.9 Governing Law; Consent to Jurisdiction. This Lease is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any Claim between Landlord (or any other agency or department of the State of Oregon) and

Tenant that arises from or relates to this Lease will be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each Party hereby consents to the exclusive jurisdiction of the foregoing courts, waives any objection to venue and waives any claim that such forums are an inconvenient forum. In no event shall this Section 28.9 or any other provision of this Lease be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, or consent by the State of Oregon to the jurisdiction of any court.

28.10 No Presumption against Drafter. No inference, presumption or conclusion will be drawn against either Party by virtue of that Party having drafted this Lease or any portion thereof.

28.11 Force Majeure. Except for Tenant's continuing obligation to pay Monthly Rent under this Lease, a Party will not be liable for any delay in performance under this Lease, other than payment of any money to the other Party, if such delay is caused by Casualties, strikes, lockouts, riots, wars, acts of public enemies, insurrections, acts of God, shortages of labor or materials or any other such causes not within the control of the first Party (any such event being a "**Force Majeure Event**").

28.12 Exhibits. The Exhibits listed below are incorporated as part of this Lease:

- Exhibit A: Premises
- Exhibit B: Tenant's Insurance Coverage

[remainder of this page intentionally left blank]

Each person signing this Lease below on behalf of a Party represents and warrants that such person is duly authorized by that Party and has legal capacity to do so.

LANDLORD:

The State of Oregon, acting by and through the Oregon Health Authority,
through the Oregon State Hospital

Signature _____ Date _____
Name _____
Title _____

Landlord's Address

Name: Oregon State Hospital, Salem
Address: 2600 Center Street NE
City, State, ZIP: Salem, Oregon 97301
ATTN: Facilities Management
Phone Number: 503-945-2800
Email Address: osh-real-property@oha.oregon.gov

TENANT:

Marion County, a political division of the State of Oregon,
acting by and through the Marion County Health and Human Services Department

Signature	<u><i>Ryan Matthews</i></u> <small>Ryan Matthews (Mar 24, 2026 14:07:46 PDT)</small>	<u>03/24/2026</u>
Name	Ryan Matthews	Date
Title	Administrator	

Additional County signatures on following page.

Tenant's Address

Name:	Marion County Health and Human Services Department
Address:	3160 Center Street NE
City, State, ZIP:	Salem, Oregon 97301
ATTN:	Ryan Matthews, or successor
Phone Number:	503-361-2670
Email Address:	rmatthews@co.marion.or.us

#10(ser)

**SIGNATURE PAGE FOR
STEPPING STONES - 555 24TH PLACE NE - HE-6807-25
between
MARION COUNTY and OREGON STATE HOSPITAL**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	<u><i>Ryan Matthews</i></u> <small>Ryan Matthews (Mar 24, 2026 14:07:46 PDT)</small>	<u>03/24/2026</u>
	Department Director or designee	Date

Authorized Signature:	<u><i>Jan Fritz</i></u> <small>Jan Fritz (Mar 24, 2026 15:03:03 PDT)</small>	<u>03/24/2026</u>
	Chief Administrative Officer	Date

Reviewed by Signature:	<u><i>Andrew Wittendorf</i></u>	<u>03/24/2026</u>
	Marion County Legal Counsel	Date

Reviewed by Signature:	<u><i>Chalyce McDonald</i></u>	<u>03/24/2026</u>
	Marion County Contracts & Procurement	Date

EXHIBIT A

Premises

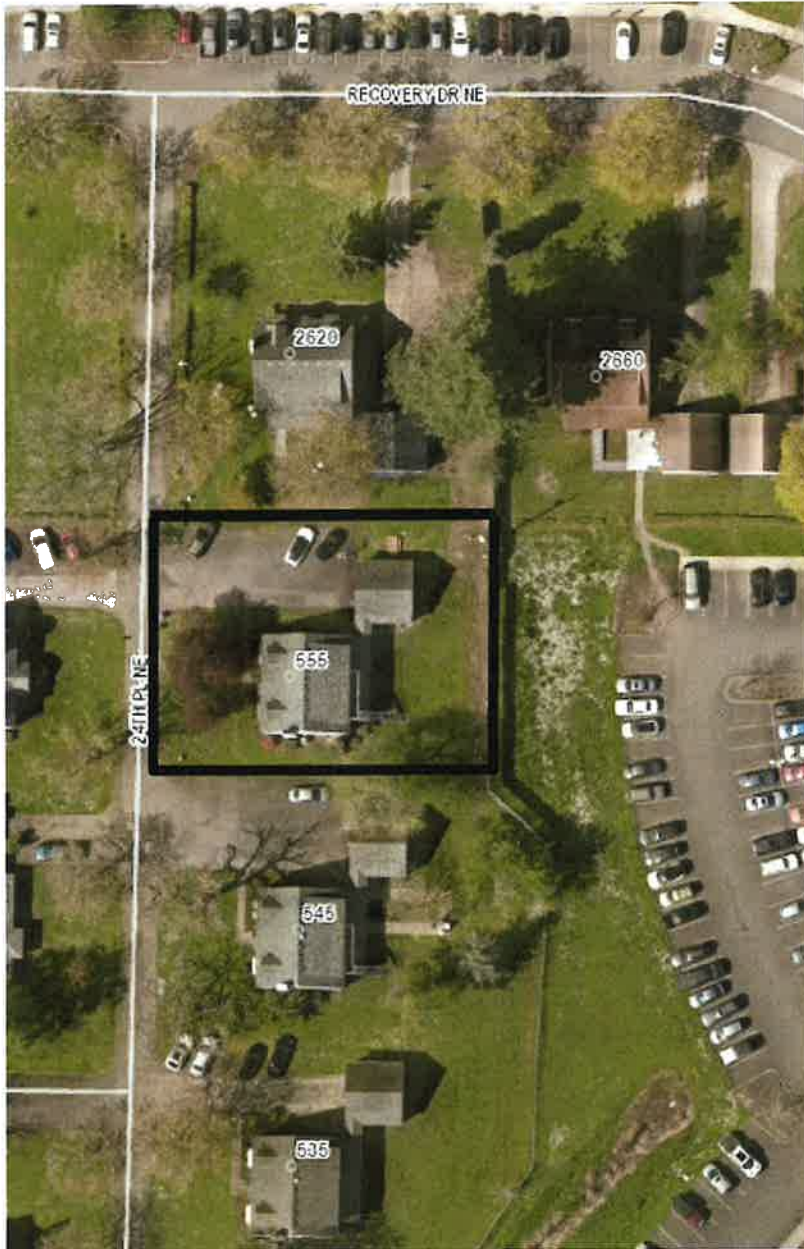


EXHIBIT B

Tenant's Insurance Coverage

Any capitalized term used but not defined in this Exhibit will have the definition set forth in the Lease to which it is attached.

1. Generally. During the Term of the Lease, Tenant shall obtain and keep in effect Tenant's Insurance Coverage as set forth in Section 2 below. Tenant's Insurance Coverage will be issued by an insurance company authorized to do business in the State of Oregon. Tenant shall pay for all deductibles, self-insurance retention and self-insurance, if any. A combination of primary and excess/umbrella insurance may be used to meet the required limits of Tenant's Insurance Coverage.

2. Types of Coverage. Tenant shall obtain and keep in effect during the Term of the Lease the following Tenant's Insurance Coverage:

2.1 **General Liability:** a commercial general liability policy, covering bodily injury and property damage and providing contractual liability coverage for Tenant's contribution under Section 16 of the Lease. The policy shall include coverage for personal and advertising injury liability, products and completed operations and have no limitation of coverage to designated premises, project or operation. Coverage will be written on an occurrence basis in an amount of not less than \$2,000,000.00 per occurrence, with an annual aggregate of not less than \$4,000,000.00.

2.2 **Workers' Compensation:** if Tenant employs any "subject worker" as defined in ORS 656.027, workers' compensation insurance for those workers, with statutory limits, and employer's liability insurance, with limits not less than \$500,000.00 per each accident or disease.

3. Additional Insured. All of Tenant's Insurance Coverage, except for workers' compensation, shall include an "Additional Insured" endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Tenant's activities to be performed under the Lease. Coverage will be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Tenant's ongoing operations will be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations will be on ISO form CG 20 37 07 04 or equivalent.

4. Tail Coverage. If any of Tenant's Insurance Coverage is on a claims-made basis and does not include an extended reporting period of at least twenty-four (24) months, Tenant shall maintain either tail coverage or continuous claims-made liability coverage, provided the effective date of the continuous claims-made coverage is on or before the Effective Date, for a minimum of twenty-four (24) months following the later of:

4.1 Landlord's or Tenant's termination of the Lease; or

4.2 the expiration of all warranty periods provided under the Lease.

5. Certificate and Proof of Insurance. Within fifteen (15) business days after its signature on the Lease, Tenant shall provide to Landlord a "**Certificate of Insurance**" for all of Tenant's Insurance Coverage. The Certificate of Insurance will list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate of Insurance shall also include all required endorsements or copies of applicable policy language effecting coverage required under the Lease. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance will include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Landlord may request, and Tenant shall deliver to Landlord, copies of insurance policies and endorsements relating to the insurance requirements in the Lease.

6. Change or Cancellation. Tenant shall provide at least thirty (30) days' prior notice to Landlord before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Should the terms and conditions of Tenant's Insurance Coverage change during the Term of the Lease, Landlord may require Tenant to replace any coverage omitted or deleted by such change.

7. Insurance Requirement Review. Tenant agrees to Landlord's periodic review of the requirements for Tenant's Insurance Coverage under Section 2 above, and to provide an updated Certificate of Insurance as reasonably requested by Landlord.

8. Landlord Acceptance. All insurance providers are subject to Landlord acceptance. If requested by Landlord, Tenant shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Landlord's representatives responsible for verification of Tenant's Insurance Coverage.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 15, 2026

Department: Information Technology

Title: ESRI Subscription for Cloud Services and On-Premise ArcGIS Licensing, Maintenance and Support

Management Update/Work Session Date: 3/10/26 & 4/7/26 Audio/Visual aids

Time Required: On Consent Contact: Gary Christofferson Phone: 503-373-4455

Requested Action: The Department is seeking approval of the Sole Source Determination as part of the process toward establishing an agreement with Environmental Systems Research Institute, Inc., also known as Esri, Inc.

Issue, Description & Background: If approved, the County intends to establish an agreement with Esri, Inc. for its existing enterprise Geographic Information System (GIS) platform, specifically the ArcGIS Enterprise software suite produced by Esri, Inc. the sole owner and developer of the platform.
In order to begin a Sole Source Solicitation process, a Request for Information IT1771-26 was issued on January 21, 2026 providing the public the opportunity to provide information regarding the availability of licensing, maintenance, and support for the County's existing enterprise GIS platform and ArcGIS Enterprise software suite through a provider other than Esri, Inc. A Brand Name Specification was completed and included with the RFI, and no responses were received. Therefore, County is seeking a Sole Source procurement method.

Financial Impacts: Should this Sole Source procurement method be approved, anticipated costs are estimated to be \$358,708.00 through FY2029 (three years), to be paid annually.

Impacts to Department & External Agencies:

List of attachments: SS Determination for Approval, Esri Quote, IT cost estimates

Presenter: Gary Christofferson

Department Head Signature: Gary Christofferson Digitally signed by Gary Christofferson Date: 2026.03.23 10:08:14 -07'00'



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 15, 2026

Department: Tax Office

Title: Property tax refund for Confederated Tribes of Siletz Indians

Management Update/Work Session Date: _____ Audio/Visual aids

Time Required: 15 min. Contact: Bri Anna Kelley, Tax Collector Phone: ext. 2247

Requested Action: Approval of order authorizing property tax refund for Confederated Tribes of Siletz Indians.

Issue, Description & Background: Tax account 338290 is owned by the Confederated Tribes of Siletz Indians for the 2025-26 tax year, an exempt entity under ORS 307.181. ORS 311.806(1) requires the county governing body to issue refunds in situations like this. The total amount of the refund due is \$26,056.29. 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 \$26,056.29.

Impacts to Department & External Agencies: None, beyond the processing of the refund itself.

List of attachments: 1. Property tax petition for refund of Confederated Tribes of Siletz Indians, with supporting documentation. 2. Board Order.

Presenter: Bri Anna Kelley, 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. 338290, 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. 338290 in the amount indicated on the petition.

DATED this _____ day of _____ 20____.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



Tax Account: **338290**

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

REFUND PETITION

PETITIONER: CONFEDERATED TRIBES
PO BOX 549
SILETZ OR 97380

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		Refund Amount
338290	2025	\$26,056.29		\$26,056.29

REASON FOR REFUND:

CONFEDERATED TRIBES OF SILETZ IS EXEMPT PER ORS 307.181

Signed: See Attached File

Petition verified and refund recommended:

[Signature], Marion County Tax Collection Dept. Date 3/20/2026

Approved as to Form <u>Scott A. Noi</u> 3/27/26 Legal Counsel
--

MARION COUNTY TAX COLLECTOR

Tax Voucher Listing

Tax Account # 338290 Property ID 24950 073W01A002902
 Account Status A Situs Address
 Roll Type Real
 CONFEDERATED TRIBES
 OF SILETZ INDIANS
 PO BOX 549
 SILETZ OR 97380

Assessment and Transaction Information				Tax Detail Information	
Assess Trans # 5314920				Tax Trans #	5314920
Created By: smckinney				Completed Date	03/19/2026 By nmcvey
				Year	2025
	Previous	New	Change	Trans Info	ADVALOREM IMPOSED OTHER ERRS & OMISSIONS 311.205(1)(b)(C)
Code Area	24950	24950		Tax Change	(\$26,862.15)
AV	1,307,510	0	(1,307,510)	Discount	\$0.00
M5	2,116,780	0	(2,116,780)	Interest	\$0.00
SA	0	0	0	State Interest	\$0.00
RFPD	1,307,510	0	(1,307,510)	Interest Paid	\$0.00
Exempt	0	0	0	Payment Received	\$0.00
Tax Amount	\$26,862.15	\$0.00	(\$26,862.15)	Remarks	
Comments	2026-27 FOR 2025-26 ORS 307.181 LAND ACQUIRED OR OWNED BY INDIAN TRIBE (1)(B) ACQUISITION OF THE LAND BY THE US IN TRUST STATUS HAS BEEN REQUESTED OR IS IN PROCESS. BUREAU OF INDIAN AFFAIRS ISSUED A NOTICE OF NON-GAMING LAND ACQUISITION APPLICATION (THE			**NO INTEREST** 2026-27 FOR 2025-26 ORS 307.181 LAND ACQUIRED OR OWNED BY INDIAN TRIBE (1)(B) Acquisition of the land by the US in trust status has been requested or is in process. Bureau of Indian affairs issued a Notice of Non-Gaming Land Acquisiti	



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 15, 2026

Department: Tax Office

Title: Property tax refund for Confederated Tribes of Siletz Indians

Management Update/Work Session Date: _____ Audio/Visual aids

Time Required: 15 min. Contact: Bri Anna Kelley, Tax Collector Phone: ext. 2247

Requested Action: Approval of order authorizing property tax refund for Confederated Tribes of Siletz Indians.

Issue, Description & Background: Tax account 524719 is owned by the Confederated Tribes of Siletz Indians for the 2025-26 tax year, an exempt entity under ORS 307.181. ORS 311.806(1) requires the county governing body to issue refunds in situations like this. The total amount of the refund due is \$64,026.59. 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 \$64,026.59.

Impacts to Department & External Agencies: None, beyond the processing of the refund itself.

List of attachments: 1. Property tax petition for refund of Confederated Tribes of Siletz Indians, with supporting documentation. 2. Board Order.

Presenter: Bri Anna Kelley, 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. 524719, 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. 524719 in the amount indicated on the petition.

DATED this _____ day of _____ 20____.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner



Tax Account: **524719**

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

REFUND PETITION

PETITIONER: CONFEDERATED TRIBES
PO BOX 549
SILETZ OR 97380

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		Refund Amount
524719	2025	\$64,026.59		\$64,026.59

REASON FOR REFUND:

CONFEDERATED TRIBES OF SILETZ IS EXEMPT PER ORS 307.181

Signed: See Attached File

Petition verified and refund recommended:

[Signature], Marion County Tax Collection Dept. Date 3/20/2026

Approved as to Form <u>[Signature]</u> 3/27/26 Legal Counsel

**Marion County Tax Collector
Refund #15336 Summary**

Tax Id 524719

Account # 524719 Roll R Code Area 24950

Owner
CONFEDERATED TRIBES
OF SILETZ INDIANS
PO BOX 549
SILETZ OR 97380

Payee
CONFEDERATED TRIBES
PO BOX 549
SILETZ OR 97380

Lender
Situs 3160 BLOSSOM DR NE SALEM OR 97305
Reason ADJ TO TAX ROLL

Refund Details

Year	Refund Amount	Refund Interest	Refund Total
2025	\$64,026.59	\$0.00	\$64,026.59
Total	\$64,026.59	\$0.00	\$64,026.59

Check # **Comment** ADJ TO TAX ROLL; 2025-26 PROP TAXES

Tax History

Year	Tax Type	Total Due	Current Due	Original Due	Due Date
2025	ADVALOREM	(\$66,006.79)	(\$66,006.79)	\$0.00	15-Nov-2025

Balance As Of 3/19/2026 **(\$66,006.79)**

Tax Adjustments

Year	Discount	Adv Interest	Tax Credit
2025	(\$1,980.20)	\$0.00	\$66,006.79

Payment History

R #	Year	Date	Payer	Amount
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Comments BOC; ADJ TO TAX ROLL :: NO INTEREST :: ORS 307.181 LAND AQUIRED OR OWNED BY INDIAN TRIBE

MARION COUNTY TAX COLLECTOR

Tax Voucher Listing

Tax Account # 524719 Property ID 24950 073W01A002900
 Account Status A Situs Address
 Roll Type Real 3160 BLOSSOM DR NE SALEM OR 97305
 CONFEDERATED TRIBES
 OF SILETZ INDIANS
 PO BOX 549
 SILETZ OR 97380

Assessment and Transaction Information				Tax Detail Information	
Assess Trans # 5314920				Tax Trans #	5314920
Created By: smckinney				Completed Date	03/19/2026
				Year	2025
				Trans Info	ADVALOREM IMPOSED OTHER ERRS & OMISSIONS 311.205(1)(b)(C)
Code Area	Previous	New	Change	Tax Change	(\$66,006.79)
AV	3,212,870	0	(3,212,870)	Discount	\$0.00
M5	4,453,000	0	(4,453,000)	Interest	\$0.00
SA	0	0	0	State Interest	\$0.00
RFPD	3,212,870	0	(3,212,870)	Interest Paid	\$0.00
Exempt	0	0	0	Payment Received	\$0.00
Tax Amount	\$66,006.79	\$0.00	(\$66,006.79)	Remarks	
Comments					
2026-27 FOR 2025-26 ORS 307.181 LAND ACQUIRED OR OWNED BY INDIAN TRIBE (1)(B) ACQUISITION OF THE LAND BY THE US IN TRUST STATUS HAS BEEN REQUESTED OR IS IN PROCESS. BUREAU OF INDIAN AFFAIRS ISSUED A NOTICE OF NON-GAMING LAND ACQUISITION APPLICATION (THE				**NO INTEREST** 2026-27 FOR 2025-26 ORS 307.181 LAND ACQUIRED OR OWNED BY INDIAN TRIBE (1)(B) Acquisition of the land by the US in trust status has been requested or is in process. Bureau of Indian affairs issued a Notice of Non-Gaming Land Acquisiti	

SUMMARY OF TAX ACCOUNT
MARION COUNTY TAX COLLECTOR
P.O. BOX 2511
SALEM, OR 97308
(503) 588-5215

19-Mar-2026

CONFEDERATED TRIBES
OF SILETZ INDIANS
PO BOX 549
SILETZ OR 97380

Tax Account #	524719	Lender Name	
Account Status	A	Lender ID	
Roll Type	Real	Property ID	24950 LEGACY 1-52847000
Situs Address	3160 BLOSSOM DR NE SALEM OR 97305	Interest To	Mar 19, 2026

Tax Summary

Tax Year	Total Due *	Taxes	Fees	Interest	Discount	Original Due	Due Date	Date Paid
2025	(\$66,006.79)	(\$66,006.79)	\$0.00	\$0.00	\$0.00	\$0.00	Nov 15, 2025	Nov 20, 2025
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,245.28	Nov 15, 2024	Nov 22, 2024
2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59,439.10	Nov 15, 2023	Nov 17, 2023
2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,775.62	Nov 15, 2022	Nov 15, 2022
2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,124.41	Nov 15, 2021	Nov 10, 2021
2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,487.29	Nov 15, 2020	Nov 20, 2020
2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,571.01	Nov 15, 2019	Nov 18, 2019
2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,895.66	Nov 15, 2018	Nov 14, 2018
2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,946.67	Nov 15, 2017	Nov 14, 2017
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,641.19	Nov 15, 2016	Nov 14, 2016
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,252.77	Nov 15, 2015	Nov 16, 2015
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,090.80	Nov 15, 2014	Nov 18, 2014
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,760.39	Nov 15, 2013	Nov 14, 2013
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,291.64	Nov 15, 2012	Nov 15, 2012
2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,452.79	Nov 15, 2011	Nov 15, 2011
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,750.30	Nov 15, 2010	Nov 1, 2010
2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,310.08	Nov 15, 2009	Nov 5, 2009
2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,916.85	Nov 15, 2008	Nov 21, 2008
2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,512.66	Nov 15, 2007	Nov 7, 2007
2006	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,789.65	Nov 15, 2006	Nov 20, 2006
2005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,669.63	Nov 15, 2005	Nov 15, 2005
2004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,685.76	Nov 15, 2004	Nov 23, 2004
2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,514.91	Nov 15, 2003	Nov 18, 2003
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,430.14	Nov 15, 2002	May 6, 2003
2001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,326.30	Nov 15, 2001	Mar 12, 2002
2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,223.11	Nov 15, 2000	Mar 12, 2002
1999	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,191.73	Nov 15, 1999	Nov 20, 1999
1998	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,960.28	Nov 15, 1998	Nov 16, 1998
1997	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,953.87	Dec 15, 1997	Aug 29, 1998
1996	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,355.08	Nov 15, 1996	Aug 29, 1998
1995	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,035.56	Nov 15, 1995	Aug 29, 1998
Total	(\$66,006.79)	(\$66,006.79)	\$0.00	\$0.00	\$0.00	\$862,600.53		

Minimum Payments
Due On

2/17/2026 \$0.00

3/19/2026 \$0.00

* Taxes + Fees + Interest - Discount



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 15, 2026

Department: Public Works

Title: Consider adoption of an administrative ordinance granting Zone Change/Partition 25-005/Pena

Management Update/Work Session Date: N/A Audio/Visual aids []

Time Required: 5 min Contact: John Speckman Phone: 503-566-4173

Requested Action: Adopt the ordinance as written.

Issue, Description & Background: The Marion County Hearings Officer held a duly noticed hearing on the application on February 19, 2026 and issued a decision on March 3, 2026 approving Zone Change/Partition 25-005. The Board received the decision and held the application for the mandatory appeal period; no appeals were received. The ordinance and findings have been prepared and notice of adoption was given on April 8, 2026. The administrative ordinance is now set for formal adoption. The zone is changing from Urban Transition to Single-Family and will match the underlying existing Developing Residential plan designation. Unless there is an appeal, the zoning code provides that the board does not have to hold a hearing on this request because it is for a zone change only; the underlying comprehensive plan designation of Developing Residential is not changing.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: Ordinance

Presenter: John Speckman

Department Head Signature: [Handwritten Signature]

**BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON**

In the Matter of the)	Zone Change/Partition
Application of:)	Case No. 25-005
Roger and Jenny Pena)	

AN ADMINISTRATIVE ORDINANCE

ORDINANCE NO. _____

THE MARION COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS AS FOLLOWS:

SECTION I. Purpose

This matter comes before the Marion County Board of Commissioners ("Board") on the Application of Roger and Jenny Pena, to change the zone from UT-10 (Urban Transition -10 acre minimum) to RS (Single-Family Residential) and partition a 4.15-acre parcel into a 2.15-acre parcel and a 2-acre parcel located at 6742 Trillium Lane SE, Salem (T8S; R3W; Section 22C; Tax lot 700).

SECTION II. Procedural History

The Marion County Hearings Officer held a duly noticed hearing on the application on February 19, 2026 and issued a decision on March 3, 2026 approving Zone Change/Partition 25-005. Official notice was taken of the Planning Division file and the Hearings Officer's decision. The Board has considered all the evidence in the record, all arguments of the parties and is otherwise fully advised in the premises.

SECTION III. Adoption of Findings and Conclusion

After careful consideration of all facts and evidence in the record, the Board adopts as its own the Findings of Fact and Additional Findings of Fact and Conclusions of Law contained in sections VI and VII of the Hearings Officer's decision dated March 3, 2026, contained in Exhibit A, attached hereto, and by this reference incorporated herein.

SECTION IV. Action

The requested zone change from UT-10 (Urban Transition) to RS (Single-Family Residential) is hereby **GRANTED**, subject to conditions identified in Exhibit A, attached hereto, and by this reference incorporated herein.

The property rezoned by this Ordinance is identified on a map in Exhibit B, attached hereto and by this reference incorporated herein. The Official Marion County Zoning Map shall be changed

pursuant to Marion County Code Section 16.01.040 to reflect the new zoning subject to conditions identified in Exhibit B, attached hereto, and by this reference incorporated herein.

SECTION V. Effective Date

Pursuant to Chapter 1.10 of the Marion County Code, this is an Administrative Ordinance and shall take effect 21 days after the adoption and final signatures of the Marion County Board of Commissioners.

SIGNED and FINALIZED this _____ day of _____, 2026, at Salem, Oregon.

MARION COUNTY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Recording Secretary

JUDICIAL NOTICE

Oregon Revised Statutes, Chapter 197.830, provides that land use decisions may be reviewed by the Land Use Board of Appeals by filing a notice of intent to appeal within 21 days from the date this Ordinance becomes final.

BEFORE THE MARION COUNTY HEARINGS OFFICER

In the Matter of the Application of) Case No. 25-005
)
ROGER AND JENNY PENA) **ZONE CHANGE / PARTITION**

ORDER

I. Nature of the Application

This matter comes before the Marion County Hearings Officer on the application of Roger and Jenny Pena to change the zone from UT-10 (Urban Transition -10 acre minimum) to RS (Single Family Residential) and partition a 4.15-acre parcel into a 2.15-acre parcel and a 2-acre parcel located at 6742 Trillium Lane SE, Salem (T8S; R3W; Section 22C; Tax lot 700).

II. Relevant Criteria

The standards and criteria relevant to this application are found in the Marion County Code Chapter 16, especially MCC 16.39 (Zone Changes); MCC 16.33 (Subdivision and Partition Requirements); MCC 16.13 (Urban Transition Zone); MCC 16.02 (Single-Family Residential Zone); and Salem Area Comprehensive Plan Goals and Policies.

III. Public Hearing

A public hearing was held on this matter on February 19, 2026. The Planning Division file was made part of the record. The following persons appeared and provided testimony on the application:

- | | | |
|----|---------------|---------------------------------|
| 1. | John Speckman | Marion County Planning Division |
| 2. | Roger Pena | Applicant |
| 3. | Jenny Pena | Applicant |

No objections were raised as to notice, jurisdiction, conflict of interest, or to evidence or testimony presented at the hearing.

IV. Executive Summary

Applicants Roger and Jenny Pena to change the zone from UT-10 (Urban Transition -10 acre minimum) to RS (Single Family Residential) and partition a 4.15-acre parcel into a 2.15-acre parcel and a 2-acre parcel located at 6742 Trillium Lane SE, Salem.

The Subject Property is 4.15 acres and has two structures, a home and a shop. Applicants' intent is to divide the property into two approximately two-acre properties. One lot

will have the existing dwelling, and the second lot will have the existing accessory building. No new access will be created.

Applicants have met the burden of establishing criteria with the applicable standards and criteria to change the zone from UT-10 to RS and to partition a 4.15 acre parcel into a 2.15 acre parcel and a 2 acre parcel, and the hearings officer GRANTS the application, subject to conditions of approval necessary for the public health, safety and welfare.

VI. Findings of Fact

The hearings officer, after careful consideration of the testimony and evidence in the record, issues the following findings of fact:

1. The subject property consists of one parcel totaling 4.15-acres that is in the Salem Urban Growth Boundary (UGB) and is designated Developing Residential in the Salem Area Comprehensive Plan (SACP). The parcel is currently zoned UT-10 (Urban Transition with a 10-acre density limitation).
2. Application of Roger and Jenny Pena to change the zone from UT-10 (Urban Transition - 10 acre minimum) to RS (Single Family Residential) and partition a 4.15-acre parcel into a 2.15-acre parcel and a 2-acre parcel located at 6742 Trillium Lane SE, Salem (T8S; R3W; Section 22C; Tax lot 700).
3. The property is located at a corner of Rees Hill Rd SE which is approximately 1,500' west of where Lone Oak Rd SE intersects Reese Hill Rd SE. The subject property is both east and north of Reese Hill Rd. The property is rectangular in shape and is addressed off Trillium Ln SE which is adjacent to the northwestern corner of the property. The property appears to have a southern access for the accessory structure which comes off Rees Hill Rd SE.
4. Surrounding properties are in use for a mix of rural residential and agricultural purposes. The subject property is bounded on the southern and western property lines by the City of Salem UGB (Urban Growth Boundary). Properties directly south of the subject parcel are zoned SA (Special Agriculture) and properties directly west are zoned AR (Agricultural Residential). Farther west are parcels of mixed AR and SA zoning, and correspondingly mixed uses for rural residential and agricultural uses. Farther south this pattern of rural residential and agricultural parcels is the same. Of note is the water reservoir up Champion Hill Rd, approximately a half mile south of the subject parcel. Properties directly north and east are zoned UT-10, like the subject parcel. These UT zoned parcels are within the City of Salem UGB and remain in Marion County jurisdiction until such time that the parcels are annexed into the City of Salem. Farther north and west are lands within the City of Salem which are either fully developed, or currently being developed, for residential uses at urban densities.

5. Applicants are requesting to change the zoning of the parcels from UT-10 to RS, and partition a 4.15-acre parcel to create a 2.15-acre parcel and a 2-acre parcel with the intention to establish a new parcel and new single-family dwelling.
6. Various agencies were contacted about the proposal and given an opportunity to comment. The following comments were received:

Marion County Department of Public Works (DPW) Land Development Engineering and Permits (LDEP) commented:

ENGINEERING CONDITION

Condition A – On the partition plat dedicate a 30-foot R/W half-width over the subject property Rees Hill Road south frontage to meet the County Local road standard, and a 30-foot southwest property corner radius [MCC 17.172.240 & 17.172.200, respectively].

ENGINEERING REQUIREMENTS

- B. At the time of application for building permits an Access Permit will be required for the change in use and address change of the existing Rees Hill Rd driveway approach.
- C. Transportation System Development Charges (SDCs) & Parks fee will be assessed upon application for building permits for a new dwelling.
- D. Utility extension work in the public right-of-way requires permits from PW Engineering.

Marion County Building Inspection commented: “Permit(s) are required to be obtained to convert an existing residential accessory structure, or portion thereof, into a dwelling for living purposes. Depending on the type of accessory structure, an engineer’s structural according to the 2022 (soon-to-be 2026) Oregon Structural Specialty Code, and if not, the additional structural alterations needed in order to meet a Risk Category II. Discussion with a Building Plans Examiner is suggested prior to obtaining this analysis.

No Building Inspection concerns with proposed Zone Change. No concerns with proposed partition.”

Marion County Septic requested inclusion of the following condition of approval: “The system connecting to the existing dwelling requires an existing system evaluation to verify that setbacks between the system and proposed property lines can be met. The other proposed parcel containing the existing shop requires a site evaluation to establish septic viability/minimum septic requirements.”

Marion County Septic also commented: “All required system setbacks can be found in OAR 340-071-0220 (Table 1).”

Marion County Surveyor’s Office commented:

-Parcels must be surveyed and monumented.

-Per ORS 92.050, plat must be submitted for review.

-Checking fee and recording fees required.

-A current or updated title report must be submitted at the time of review.

Title reports shall be no more than 15 days old at the time of approval of the plat by the Surveyor's Office, which may require additional updated reports.

City of Salem Planning Department commented that the proposed zone change to RS is consistent with the Salem Area Comprehensive Plan designation of Developing Residential, and consistent with Salem's Residential Agriculture zone which is likely how this parcel would be zoned upon annexation. The proposed use of the new parcel for a single-family residence is consistent with Salem's code, however a stand-alone accessory structure on a parcel without a dwelling is would be non-conforming if annexed into Salem. Based on the current distance between the subject parcel land the nearest sanitary sewer main, which is greater than 300 feet, the parcel size of 2-acres would be smaller than the minimum Salem would require and therefore be non-conforming upon annexation.

City of Salem also noted that Rees Hill Road SE does not meet the minimum right-of-way standards and recommends either dedication or special setbacks be applied as a condition of approval. The complete comments from Salem have been provided to the Applicants, and are available in the case file.

Salem Fire Department commented: "FIRE has no concerns as no development is proposed at this time. Items including fire department access and water supply will be required per the Oregon Fire Code at the time of development."

All other contacted agencies either failed to comment or stated no objection to the proposal.

7. John Speckman, Marion County Planning, testified that all applicable criteria were addressed with respect to the zone change.
8. Roger and Jenny Pena testified at the hearing and agreed with the staff report presented by Mr. Speckman.

VII. Additional Findings of Fact and Conclusion of Law

1. Applicants have the burden of proving by a preponderance of the evidence that all applicable standards and criteria are met as explained in *Riley Hill General Contractor, Inc. v. Tandy Corporation*, 303 Or 390, 394-395(1987).

"Preponderance of the evidence" means the greater weight of evidence. It is such evidence that when weighed with that opposed to it, has more convincing force and is more probably true and accurate. If, upon any question in the case, the evidence appears to be equally balanced, or if you cannot say upon which side it weighs heavier, you must

resolve that question against the party upon whom the burden of proof rests. (Citation omitted).

Applicants must prove, by substantial evidence in the record, it is more likely than not that each criterion is met. If the evidence for any criterion is equal or less, Applicants have not met their burden and the application must be denied. If the evidence for every criterion is even slightly in Applicant's favor, the burden of proof is met.

2. Pursuant to MCC 16.36.070, applications shall include the signature of all owners of the subject property. The application was signed by Roger C. Pena and Jenny Pena, the owners of the property. Applicants should be prepared to provide a deed establishing such ownership if requested.
3. Pursuant to MCC 16.39.010, the hearings officer is authorized to make the initial decision on zone change applications.
4. Pursuant to MCC 16.39.040, a hearings officer's decision to approve a zone change does not become final until the Board of Commissioners adopts an ordinance implementing the decision.
5. According to the Salem-Keizer Urban Area (Regional) Procedures and Policies of the Salem Area Comprehensive Plan, the following applies to the question of jurisdiction: Marion County has exclusive jurisdiction over all land use actions applicable within that portion of the Salem Urban Area and Keizer Urban Area that are outside the Salem city limits and outside the Keizer city limits, other than regional planning actions and amendments to the urban area policies.
6. Under Marion County Code (MCC) 16.39.050, approval of a zone change shall include findings that the change meets the following criteria:
7. The requirements for zone changes are found in MCC (Marion County Code) Section 16.39.050 and include the following:
 - A. *The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.*

The proposed zone of RS (Single-family Residential) is consistent with the underlying City of Salem Comprehensive Plan designation of Developing Residential. Salem commented on this application that the corresponding zone would be RA (Residential Agriculture) when this property annexes into the City. Salem's RA zone does not have a parallel within Chapter 16 of Marion County Code, however Salem confirmed that the proposed use for a single-family dwelling is consistent with the RA zone. The intent of the proposed RS zone and partition is to establish a new parcel and new single-family dwelling upon that parcel. The proposed zone changes fits the description of the

underlying comprehensive plan land use designation. The Salem Comprehensive Plan Goals and Policies related to housing and urbanization are addressed below and this proposal is found to be consistent with them. The criterion is met.

B. *The request shall be consistent with the purpose statement for the proposed zone.*

The RS (Single-family Residential) zone purpose statement listed under MCC 16.02.000 states: *"The purpose of the RS (single-family residential) zone is to allow development of attached or detached residences on individual lots provided with urban services at low urban densities. Other uses provided in MCC 16.02.010 and 16.02.020 are also appropriate. These areas are designated as single-family residential or equivalent designation in the applicable urban area comprehensive plan."* Applicants submitted a site plan which indicates the intended use is consistent with the proposed zone. The existing shop structure on the southern portion of the subject parcel was remodeled into a dwelling without receiving all necessary permits. This application, along with the necessary building permits, will bring the property and this newer dwelling both into compliance with County code, which is consistent with the proposed zone. The City of Salem commented that a property with an accessory structure and no dwelling would be non-conforming upon annexation. After the dwelling is permitted, this potential non-conformity will be remedied. The criterion is met.

C. *Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property.*

The site is not served by city water and sewer service. Water for fire protection is available on Rees Hill Road SE. There is an existing transportation system in place which is adequate for residential uses. All other needed facilities and services are in place or will be made available to support the proposed use. At some point in the future urban water and sewer will become available upon annexation. The criterion is met.

D. *If the proposed zone allows uses more intensive than uses in other zones appropriate for the land use designation, the proposed zone will not allow uses that would significantly adversely affect allowed uses on adjacent properties zoned for less intensive uses.*

The RS zone is the most restrictive zone in Chapter 16 of MCC which is consistent with the Developing Residential (DR) designation in the SACP. The proposed RS zone allows the same types of uses intended for the Developing Residential designation. The adjacent properties within the UGB are all zoned UT, and designated DR (Developing Residential). The RS zone is the most restrictive Urban zone in Marion County code. There are not uses within the RS zone which would significantly adversely affect allowed uses on adjacent properties within the UT zone, or eventual residential zoning of these properties that reflects the underlying designation of DR. The criterion is met.

8. The existing Plan designation in the Salem Area Comprehensive Plan is Developing Residential, and this Plan designation provides for the application of the RS zone proposed by the applicant. The applicable policies are as follows:

Housing Goals and Policies

H 1.1 Housing types: A variety of housing types shall be allowed and encouraged throughout the Salem Urban Area, including single-family homes, accessory dwelling units, manufactured homes, townhouses, middle housing, and multifamily housing. (SUA)

H 1.2 Innovation: The development of new and innovative housing types and designs such as cottage clusters, cohousing, and multigenerational housing should be encouraged in the Salem Urban Area to diversify the housing stock and meet different housing needs.

H 1.3 Accessibility and aging in place: The development of affordable and low-income accessible housing, including homes with universal design features, should be encouraged to meet the needs of older adults and people with mental and physical disabilities, particularly in areas near services and transit.

H 1.4 Adaptability: Flexibility shall be provided in regulations to allow existing homes to convert to middle housing to adapt to changing housing needs in the future.

H 1.5 Housing diversity: New residential developments should be encouraged to incorporate a diversity of housing types and sizes to attract residents of varying income levels, lifestyles, and housing preferences.

H 1.6 Multi-dwelling ownership: Homeownership opportunities in multi-dwelling housing should be encouraged, including the creation of townhouses, condominiums, and cooperatives.

H 1.7 Specialized housing: The development of specialized housing for the area's elderly, disabled, students, and other groups with special housing needs should be encouraged.

H 1.8 Fair housing: Regulatory barriers to housing choices for people in protected classes shall be removed, and the City should coordinate with other agencies and organizations to support programs that aim to affirmatively further fair housing

Applicants are proposing a change in zone to RS and partition the property to create a new parcel with a newly established single-family dwelling. The area around the subject parcel contains a mix of rural residential and farm uses. The north and east adjacent properties are also zoned Urban Transition and in use for residential purposes. This area of UT extends approximately 1,300 feet to the north and 1,200 feet to the east, to Lone Oak Rd SE. On the other side of Lone Oak Rd SE are new subdivisions developed at density on land within the city limits of Salem. To the west of the subject parcel, on the other side of Rees Hill Rd SE, are AR zoned parcels in rural residential uses. On the other side of Rees Hill Rd SE to the south are SA zoned parcels in a mix of rural residential use

adjacent to Rees Hill Rd SE, and agricultural uses south of those homesites. The proposed zone change, and new single family dwelling, help establish a wider variety of housing types within Salem's UGB by creating a relatively large homesite on very edge of the UGB, appropriate for the surrounding rural uses.

The proposal is consistent with the City of Salem Housing Goals and Policies.

Land Use and Urbanization Goals and Policies

L 1.1 Growth management program: The City shall maintain and facilitate an urban growth management program that guides the conversion of urbanizable land to urban uses, provides for the orderly and economically efficient extension of public services and facilities to that land, and takes into consideration the need for an adequate supply of land to meet future development requirements.

L 1.2 Land sufficiency: The City shall periodically update inventories and analyses related to housing and economic development – including the Salem Housing Needs Analysis, Economic Opportunities Analysis, and Buildable Lands Inventory – to ensure the Salem area has the amount and type of land needed to accommodate population and employment projections.

L 1.3 UGB is urbanizable: The City shall consider urbanizable areas within the urban growth boundary as available for annexation and urban development.

L 1.4 Urban growth boundary expansion: If the Urban Growth Boundary for the Salem Urban Area is expanded to include additional land for residential development, the City shall give first priority to lands that have been removed from the 1982 boundary:

L 1.5 Annexation coordination: The City shall coordinate with Marion and Polk Counties to encourage the orderly annexation to the City of Salem of the land within the Salem urban area.

*L 1.6 Annexation legislation: Legislation that removes barriers to annexing land within the Salem urban area to the City of Salem in an orderly fashion should be supported.*⁶⁵
Land Use and Urbanization

L 1.7 Extension of services: The City shall prohibit the extension of sewer or water service to any land for development outside city limits or County service districts. Such areas must be annexed to the City to receive those services except as may be agreed by the City and appropriate County. (SUA)

L 1.8 Septic systems: The City is the appropriate provider of sewer facilities for land within the UGB. In order to ensure the efficient development of land within the UGB and ability to redevelop land at urban densities, septic systems should be limited to situations where sewer is not physically or legally available. Approval of septic systems shall be based on verification of septic suitability by the County Sanitarian. (SUA)

Inside City Limits

Property within the City limits shall be connected to City services. Septic systems are allowed inside City limits for low density residential uses subject to standards that assure adequate opportunities for future development at urban densities subject to non-remonstrance agreements and State and Federal requirements. Existing septic systems can be maintained and repaired.

Outside City Limits

Unless a different standard has been mutually concurred upon by the City and relevant County, unincorporated property that is contiguous to City limits shall not be approved for septic systems unless city sewer service is physically unavailable. City services shall be extended to contiguous properties upon annexation of the property.

Unincorporated, non-contiguous property may have new septic systems and may repair existing septic systems. Approval of septic systems should include consideration of adequate opportunities for future development at urban densities such as future rights of way, access points, and easements.

L 1.9 Service districts: No new service districts shall be created within the Salem urban area to provide fire protection, sewer or water service. (SUA)

L 1.10 Infill: Development of vacant and underutilized land with existing urban services should be encouraged before converting urbanizable lands to urban uses and extending services beyond presently served areas.

L 1.11 Services: The City shall provide levels of services to city residents consistent with community needs as determined by the City Council, within the financial capability of the City, and subject to relevant legal constraints on revenues and their applications.

L 1.12 Sizing facility extensions: The City shall ensure that the extension of sewer, water, storm drainage, and transportation facilities within the Salem urban area conforms with the adopted growth management program. Public water and sewer facilities shall be sized and constructed appropriately to serve the areas within the urban growth boundary.

*L 1.13 Facility responsibility: Where development creates a demand for new or expanded facilities and services, new development should bear a share of the costs of new or expanded facilities and services.*⁶⁶ *Land Use and Urbanization*

L 1.14 Compatibility of improvements: Within the Salem urban area, the City shall coordinate with Marion and Polk Counties to ensure their improvement and construction standards are compatible with the City of Salem improvement and construction standards for street, sewer, densities cited in the Public Facilities Plan.

Applicants are proposing to change the zoning on the subject property from UT to RS to allow for an additional parcel and dwelling to be established. The current zone does not permit the proposed partition or dwelling, but the proposed zone change would bring the property into conformance with the City's underlying comprehensive plan designation.

The property is within the UGB of the City of Salem and is more than 300 feet from a sanitary sewer line. Inside of city limits, septic systems are allowed for low density residential uses that ensure adequate opportunities for future development. Development on undeveloped properties within the UGB of Salem is prioritized over expanding the growth boundary to encompass new areas, so the proposal is consistent with the Land Use and Urbanization goals related to areas of focus for development. This addresses the goals related to extending and providing urban services. The proposal is consistent with the Land Use and Urbanization Goals and Policies.

9. Applicants propose a partition of the property in addition to the zone change from UT to RS. In order to partition land in an RS (Single Family Residential) zone, the standards and criteria in Chapter 16.02.120 of the Marion County Code (MCC) apply:

- a. *Lot Area. The minimum lot area for a single-family dwelling in a subdivision approved after the effective date of the ordinance codified in this title, is 4,000 square feet when located within the Salem/Keizer area urban growth boundary. In all other cases lots shall be a minimum of 6,000 square feet. (See Chapter 16.27 MCC for density limitations.)*
- b. *Lot Dimensions. Except as provided in MCC 16.26.800 for planned developments, the width of a lot shall be at least 60 feet; provided, that within the Salem/Keizer urban growth boundary the width of a lot shall be at least 40 feet, and the depth of a lot shall be at least 70 feet.*

The proposed lots are 87,120 square feet and 93,654 square feet. Each proposed lot is significantly larger than the minimum lot area or dimensions in the proposed RS zone. The criterion is met.

10. All lots within an urban growth boundary are subject to the standards within MCC 16.33.680. *Access Standards. All lots must have a minimum 20 feet of frontage on a public right-of-way or, when an access easement is proposed to serve one or more lots in any partitioning, the location and improvement of the roadway access shall conform to the following standards which are necessary for adequate access for emergency vehicles. Evidence that the access has been improved to these standards and a driveway permit has been obtained shall be provided prior to the issuance of building permits on the parcels served by the access easement. The easement shall meet the following standards:*

- a. *Have a minimum easement width of 25 feet;*
- b. *Have a maximum grade of 12 percent;*
- c. *Be improved with a paved surface with a minimum width of 20 feet;*

- d. *Provide adequate sight-distance at intersections with public roadways;*
- e. *Be provided with a road name sign at the public roadway as identification for emergency vehicles in accordance with Chapter 11.55 MCC, Naming and Addressing Roads/Property.*

The submitted site plan indicates both resulting parcels shall have access onto a public right of way. The new dwelling will have a driveway onto Rees Hill Road. The criterion is met.

11. Marion County Planning Staff recommends approval of the proposal, and recommends that if the hearings officer grants the Applicants' request for the change in zone from UT-10 to RS, and partition of a 4.15-acre parcel to create a 2.15-acre parcel and a 2-acre parcel, certain conditions be applied as necessary for the public health, safety and welfare.

VII. Decision

It is hereby found that Applicant has met the burden of proving the applicable standards and criteria for approval of a zone change from RM to CR have been met. Therefore, the Hearings Officer **GRANTS** the zone change application, subject to the conditions set forth below. The conditions are necessary for the public health, safety and welfare.

1. Applicants shall obtain all permits required by the Marion County Building Inspection Division.
2. The southern parcel shall be addressed 513 Rees Hill Rd SE.
3. The system connecting to the existing dwelling requires an existing system evaluation to verify that setbacks between the system and proposed property lines can be met. The other proposed parcel containing the existing shop requires a site evaluation to establish septic viability/minimum septic requirements.
4. On the partition plat dedicate a 30-foot R/W half-width over the subject property Rees Hill Road south frontage to meet the County Local road standard, and a 30-foot southwest property corner radius consistent with MCC 17.172.240 & 17.172.240.
5. All future development on the property must satisfy the specific development standards in the RS zone, chapter 16.02 and the general development standards found in Chapter 16.27 of the Marion County Code.
6. Parcels must be surveyed and monumented.
7. Per ORS 92.050, plat must be submitted for review. Checking fee and recording fees required.

A current or updated title report must be submitted at the time of review. Title reports shall be no more than 15 days old at the time of approval of the plat by the Surveyor's Office, which may require additional updated reports.

VIII. Referral of Decision

This document is a referral to the Marion County Board of Commissioners. A hearings officer's decision to approve a zone change does not become final until the Board adopts an ordinance implementing the decision. Any aggrieved or affected person may file with the Marion County Clerk (555 Court Street NE, Salem, Oregon), a written request for a public hearing before the Board within fifteen (15) days of the date of mailing of this decision. The request must be accompanied by and will not be accepted without payment of a \$500.00 fee. If the Board denies the appeal, \$300 of the fee will be refunded. The Board has discretion whether to hold a public hearing. After fifteen (15) days, the Board may take final action on this application without conducting another public hearing.

DATED this 3rd day of March, 2026.



Jill F. Foster

Marion County Hearings Officer

CERTIFICATE OF MAILING

I hereby certify that I served the foregoing order on the following persons:

Roger and Jenny Pena
6742 Trillium Lane SE
Salem, OR 97306

Roger Pena
6742 Trillium Lane SE
Salem, OR 97306

Jenny Pena
6742 Trillium Lane SE
Salem, OR 97306

City: Salem (via email)
apanko@cityofsalem.net
James Suing (PW)
developmentservices@cityofsalem.net
Planning@cityofsalem.net
withams@keizer.org

Area Advisory Committee (via email)
Roger Kaye and Aileen Kaye
Friends of Marion County
10095 Parrish Gap Rd. SE
Turner, OR 97302

1000 Friends of Oregon
340 SE 6th Avenue
Portland, OR 97204-2597

Pudding River Watershed Council (via email)
anna@puddingriverwatershed.org
cleanpuddingriver@gmail.com

County Agencies Notified:
Assessor's Office (via email)
assessor@co.marion.or.us

Tax Collector (via email)
NMcVey@co.marion.or.us

Surveyor's Office (via email)
KInman@co.marion.or.us

Fire District: (via email)
Salem Fire District
370 Trade St SE
Salem, OR 97301

Planning Division (via email)
breich@co.marion.or.us
abarnes@co.marion.or.us
jspeckman@co.marion.or.us
ediaz@co.marion.or.us

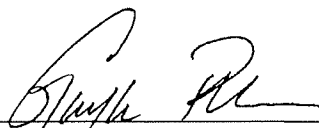
Building Inspection (via email)
pwolterman@co.marion.or.us
Kaldrich@co.marion.or.us
CTate@co.marion.or.us

Public Works LDEP Section (via email)
jrasmussen@co.marion.or.us
mcldep@co.marion.or.us
JShanahan@co.marion.or.us

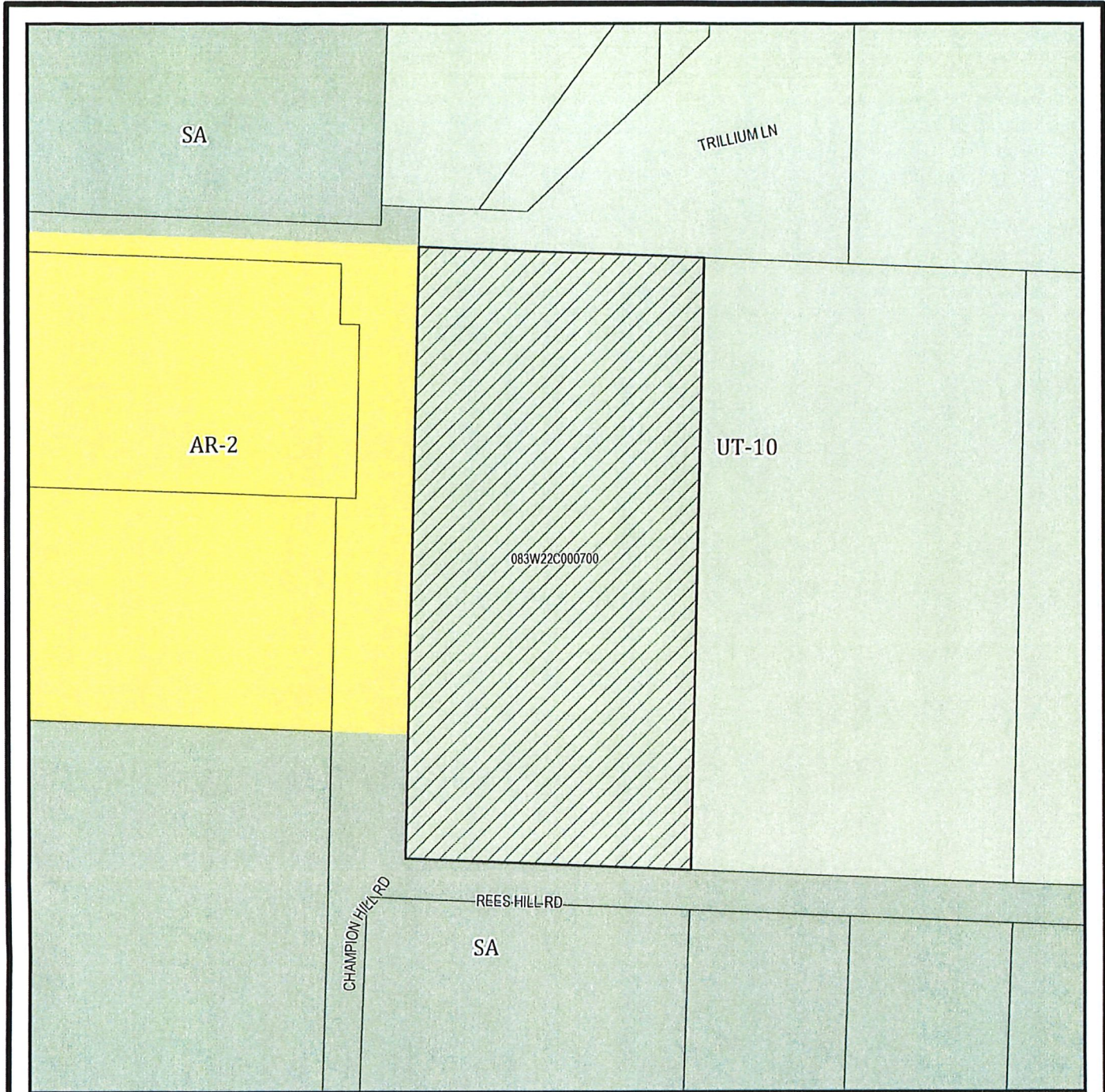
School District: (via email)
Salem/Keizer District 24J (via email)
3630 State Street
Salem, OR 97301

Code Enforcement (via email)
CGoffin@co.marion.or.us

By mailing to them copies thereof. I further certify that said copies were placed in sealed envelopes addressed as noted above, that said copies were deposited in the United States Post Office at Salem, Oregon, on the 3rd day of Month, 2026 and that the postage thereon was prepaid.

A handwritten signature in black ink, appearing to be "A. R.", written over a horizontal line.

Administrative Assistant to the
Hearings Officer



ZONING MAP

Input Taxlot(s): 083W22C000700

Owner Name: PENA LT PENA, ROGER C PENA, JENNY R

Situs Address: 6742 TRILLIUM LN SE

City/State/Zip: SALEM, OR, 97306

Land Use Zone: UT-10

School District: SALEM-KEIZER

Fire District: SALEM SUBURBAN

Legend

Input Taxlots

Lakes & Rivers

Highways

Cities



scale: 1 in = 144 ft

DISCLAIMER: This map was produced from Marion County Assessor's geographic database. This database is maintained for assessment purposes only. The data provided hereon may be inaccurate or out of date and any person or entity who relies on this information for any purpose whatsoever does so solely at his or her own risk. In no way does Marion County warrant the accuracy, reliability, scale or timeliness of any data provided on this map.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 15, 2026

Department: Sheriff's Office

Title: Consider Ratification of the Marion County Sheriff Sergeants Association Collective Bargaining Agreement for 2024-2026

Management Update/Work Session Date: N/A Audio/Visual aids

Time Required: 15 minutes Contact: Salvador Llerenas, CHRO Phone: (503) 589-3298

Requested Action: Consider Ratification of the new Marion County Sheriff Sergeants Association (MCSSA) Collective Bargaining Agreement (CBA) for July 1, 2024, through June 30, 2026.

Issue, Description & Background: A tentative agreement was reached over the Marion County Sheriff Sergeants Association (MCSSA) Collective Bargaining Agreement (CBA). Members of this Association ratified this CBA on March 18, 2026.

Financial Impacts: (See attachment for details)

Impacts to Department & External Agencies: If the MCSSA CBA is ratified, this will impact multiple funds including General Fund, Community Corrections, Sheriff Grants, and Traffic Safety Team.

List of attachments: Financial Impacts and MCSSA CBA 2024-2026

Presenter: Jeremy Landers, Marion County Undersheriff

Department Head Signature: Salvador Llerenas Digitally signed by Salvador Llerenas Date: 2026.03.31 09:03:39 -07'00'

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MARION COUNTY SHERIFF SERGEANTS ASSOCIATION

AND

MARION COUNTY, OR

JULY 1, 2024 - JUNE 30, 2026

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COLLECTIVE BARGAINING AGREEMENT

This agreement is entered into by the Board of Commissioners for Marion County, Oregon, hereinafter referred to as the “Board,” the Marion County Sheriff, hereinafter referred to as the “Sheriff,” and the Marion County Sheriff Sergeants Association, hereinafter referred to as the “Association or MCSSA.” As used in this agreement, the term “Employer” shall mean the County.

The purpose of this agreement is to set forth those agreed to matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

The parties agree as follows:

ARTICLE 1 – RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all Marion County Sheriff' s Office Sergeants.

ARTICLE 2 – MANAGEMENT’S RIGHTS

It is recognized that an area of responsibility and authority must be reserved to the County and the Sheriff if county government is to serve the public effectively. Except to the extent expressly abridged by a specific provision of this agreement, it is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the Board and Sheriff and are not subject to negotiation. By way of illustration and not of limitation, the following are listed in such management functions:

- A. The determination of the governmental services to be rendered to citizens of Marion County.
- B. The determination of the county's financial, budgetary, accounting, and organization policies and procedures.
- C. The right to establish and administer separate personnel and employment benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this agreement.
- D. The management and direction of the work force including the right to determine the methods, processes and manner of performing work; the establishment of new positions and the determination of the duties and qualifications to be assigned or required; the right to hire, promote, demote, reassign and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the office or divisions; the right to determine shifts, assignments, and schedules of work; the right to purchase, dispose and assign equipment or supplies; the right to set standards for appearance, uniforms and equipment; the right to formulate, change or modify office rules, regulations and procedures; the right to take all necessary action to carry out its mission on emergency.

This article shall not preclude the Association and the Board and Sheriff from either 1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties; or 2) negotiating during the open negotiation period before termination as provided in Article 39 - Life of Agreement and Termination.

ARTICLE 3 – OFFICE RULES, POLICIES, WRITTEN ORDERS, AND WRITTEN DIRECTIVES

Section 1. Prior to planned adoption, the Sheriff shall provide to the Association a copy of any new or proposed modification to an existing rule or policy, written order, or written directive, which directly relates to mandatory subjects of negotiations as defined by Oregon law for the purpose of soliciting written comments.

Section 2. The Sheriff also agrees the Association shall have the opportunity to request a meeting in lieu of submitting written testimony for the purpose of providing comment or seeking clarification of the intent of the proposed new or modified rule, policy, written order, or written directive.

Section 3. The Association must exercise the options listed in Sections 1 and 2 of this Article within twenty days (20) calendar days of the date the Sheriff provides to the Association a copy of a new or proposed modification to an existing rule, policy, written order, or written directive as set forth in Section 1 of this Article.

Section 4. Should the Association respond within the time limits specified above and request bargaining over the new or proposed modification of a rule or policy, the parties will meet as soon as possible to do so. Neither this article nor any other provision of this Agreement shall in any way constitute a waiver of the Association's right pursuant to ORS 243 to bargain on new rules, policies, written orders, and/or written directive, and/or changes in current rules, policies, written orders, and/or written directives which are mandatory subjects of negotiations.

ARTICLE 4 – CHECK OFF

Section 1. The Association shall forward dues deduction authorizations to the Employer. If dues authorizations are forwarded to the employer on or before the tenth (10th) of the month, dues deductions shall be made for the month in which the application is submitted.

Section 2. Dues will continue to be deducted until the employee rescinds the request in writing as provided under Oregon law. Copies of all such requests for membership cancellation shall be transmitted to the Association.

Section 3. The aggregate deductions of all employees together with an itemized statement shall be remitted to the Association no later than the tenth (10th) of the month following the month for which the deductions were made. The itemized listing of Association members shall reflect employee terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, pay changes, name changes, or any other personnel action, which would affect the amount of dues withheld.

Section 4. The Association shall indemnify and save the Employer harmless against any and all claims, damages, suits, or other forms of liability, which may arise out of any actions taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 5 – HOURS OF WORK

Non-exempt Status. The Association and the County recognize that sergeants are Fair Labor Standards Act (FLSA) non-exempt employees.

Section 1. Regular Hours. The hours of work for each day shall be consecutive, except for interruptions for lunch and rest periods unless otherwise agreed to by the Sheriff and the employee.

Regular Workweek. Except as provided in Section 7 of this article, each regular workweek shall consist of not more than five (5) consecutive days with two (2) consecutive days off.

Section 2. Hours of Work Except for emergencies and as provided elsewhere in this article, the Sheriff shall announce changes in workweeks on or before October 1 of each year, to be effective the following January, and reserves the option of establishing any of the following workweeks:

- an eight (8) hour, five-day workweek
- a ten (10) hour, four (4) day workweek
- a combination of twelve (12) hour, three (3) day workweeks and twelve (12) hour, four (4) day workweeks in a 14-day work period of eighty-four (84) hours or a 28-day work period of 168 hours
 - an eight and one-half (8½) hour, five (5) day workweek
 - a nine (9) hour, five (5) day workweek
 - one (1) week of four (4) nine (9) hour days, followed by one (1) eight (8) hour day, with two (2) days off, and then for the second week, four (4) nine (9) hour days followed by three (3) days off.

Section 3. Workday. The workday shall consist of a twenty-four (24) consecutive hour period in which the employee shall work one (1) regular work shift. All employees shall be scheduled to work on a regular work shift. Emergency shall be defined as any unforeseeable circumstance or situation requiring the presence of law enforcement personnel for the protection of life or property or to conduct county business. An emergency does not constitute failure to plan for a longstanding use of vacation or compensatory time, but may encompass an unexpected utilization of sick time if it causes the office to fall below acceptable staffing levels.

Section 4. The Employer may allow Patrol shift sergeants and Jail shift sergeants to bid shifts. Employees may bid shifts and days off based upon Association seniority. On or about the first (1st) of October, the Employer shall post the shifts necessary for the following year noting the days normally scheduled for work and days scheduled off. In October, employees will bid by signing up for the shifts each quarter for the following year. The Association will assign a date and time for members to bid that shall not incur any additional cost to the County. An employee who fails to bid at the time set aside for the employee, may bid anytime afterwards for the remaining shifts until their bidding time is closed. Subject to staffing needs, position

vacancies occurring outside of the annual bid shift will be filled or assigned at the Division Commander's discretion.

Section 5. If, due to a staffing shortage or other legitimate business reason, the Sheriff must move an employee between job assignments, the employee will be given written notice so that the employee can bid for the shift and the reassignment will not take place before January 1 or the first day of the subsequent quarter thereafter. Alternatively, the employee may be moved on a short-term basis for the duration of the emergency. In such a case, the employee shall fill the vacancy for the rest of the emergency and then be able to revert back to the employee's previously bid shift and assignment. If the move must be permanent for legitimate business purposes, then the employee shall fill the vacancy for the rest of the quarter and then be able to bid for the remaining quarters in the calendar year. The employee's previously bid vacation shall be guaranteed.

Section 6. In circumstances where existing shifts become vacant due to death, termination, resignation, promotion, demotion or reassignment, the vacant shift shall be posted for seven (7) calendar days. Employees within the respective job assignment shall indicate their interest in filling that vacancy within the allotted time frame. If more than one (1) person within the worksite has indicated an interest in that vacancy, the employee with the highest Association seniority shall be selected. Any conflict with vacation schedules resulting from the voluntary change of shift shall be resolved consistent with Section 7 of this article.

In the event that no employee expresses an interest in the vacant shift, the vacant shift shall be filled by management consistent with Sections 4 and 5 of this article.

If the above process creates another vacancy, that vacancy shall be filled consistent with this section, with one (1) more posting. After that additional posting, any subsequent vacancies created due to the voluntary or involuntary change of shifts shall be filled by management consistent with Sections 4 and 5 of this article.

Section 7. If an employee volunteers for a change in the employee's job assignment, the employee shall fill the vacancy, which exists for the rest of the calendar year and shall have to adjust any scheduled vacation to vacancies in that job assignment's vacation schedule.

Section 8. For short-term shift changes, which must be made, an employee shall be given a fifteen (15) day notice except in an emergency, and if the reason for a shift change is because of a professional training opportunity for that or another employee, if that notice of training comes to the office with less than thirty (30) days notice before the training, the office may give a schedule change notice to the affected employees and will do so as soon as possible without incurring any overtime obligation. However, the notice shall be given not less than seven (7) days before the training opportunity.

Section 9. Flexible Work Schedules. The parties expressly understand that due to the nature of the work being conducted by the employee, and because the employee will be required to

occasionally exceed the regular workweek and hours, the Sheriff or designee and an employee may agree upon non-recurring, intermittent, temporary irregular hours, or irregular workweek. Nothing in this Article prohibits a supervisor from requiring employees to flex their schedule due to operational needs.

Section 10. All employees who take time away from work, whether it is sick time, vacation time, holiday time or compensatory time, shall be charged on an hour-for-hour basis.

ARTICLE 6 – REST PERIODS AND LUNCH BREAK

Section 1. Except for emergencies, employees shall receive two (2) rest periods of fifteen (15) minutes each during each work shift.

Section 2. Whenever possible, lunch periods shall be scheduled in the middle of the shift. Employees assigned to an eight (8) hour, five (5) day workweek, who are subject to call, shall be granted a lunch period, with pay, not to exceed thirty (30) minutes. Those employees working a ten (10) or twelve (12) hour work shift who are subject to call shall receive two (2) thirty (30) minute lunch periods with pay. Consistent with current practices, the employee may combine lunch periods and breaks or take them separately.

Section 3. Lunch Periods – Institutions Employees.

- A. Meals will be provided by the Employer, at no expense, to any institution's employee if the institution's employee is required to remain at the corrections facility during the lunch period(s).
- B. Employees, who work a ten (10) or twelve (12) hour shift in institutions shall, at the option of the Sheriff:
 - 1. Be provided with two (2) meals per shift; or
 - 2. Be allowed to leave the institutions facility for two (2) thirty (30) minute lunch periods during each shift, when public safety demands will permit, or be provided with one (1) meal and allowed to leave the institutions facility for one (1) thirty (30) minute lunch period each shift.

Section 4. Subject to the physical structure of the building and the operating needs of the Employer, and whenever possible, employees shall be provided with lunchroom facilities.

ARTICLE 7 – HOLIDAYS

Section 1. Holidays. The following shall be recognized and observed as guaranteed paid holidays for full-time regular employees:

- | | |
|-------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Veterans' Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Juneteenth | |
| Independence Day | |

All legal holidays designated by the Governor of the State of Oregon or the President of the United States.

A one-time observance, memorial or day of mourning must also be declared and/or approved by the Board of Commissioners to qualify under this article as a legal holiday.

Section 2. Weekend Holiday. Whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday. Employees working an irregular workweek shall receive the same number of holidays as employees working the regular Monday through Friday workweek. Holidays, which occur during paid vacation or sick leave with pay, shall not be charged against vacation or sick leave accruals.

Section 3. Holiday Pay. Work performed on holidays, which fall within the employee's workweek, shall be considered as overtime work and shall be compensated in the same manner as overtime. This shall mean that those employees, who work on a paid holiday, shall receive two and one-half (2½) times their normal pay. Compensation for holidays will be provided to regular, part-time employees of the Sheriff whose regular work schedule is equal to one-half (½) or more of the regular full-time work schedule for county personnel, and such compensation will be based on the same proportion as the hours worked are to the total actual work hours in the month in which the holiday occurs. An employee shall receive premium pay for any work performed on an official holiday or an observed holiday but shall not receive premium pay for both the official and observed holiday.

Section 4. Regular Day Off (RDO). When a holiday falls on an employee's regular day off, the employee shall receive eight (8) hours of holiday pay.

For employees working a 4-10 work schedule, when a holiday falls on a day that would be the employee's regular day off, the employee may be granted a day off during that week adjacent to the employee's regular day off. Such employees will not receive holiday pay otherwise required by this Section.

ARTICLE 8 – VACATIONS

Section 1. Vacation Accumulation. After having served in the county service for six (6) consecutive, continuous months, full-time employees shall have access to accrued vacation leave. Vacation leave shall be credited as follows:

	<u>Hours/Pay Period</u>	<u>Hours/Year</u>
Day one (1) through 3 rd year of continuous service	4	104
After 3 rd year of continuous service through 5 th year	4.308	112
After 5 th year of continuous service through 10 th year	4.924	128
After 10 th year of continuous service through 15 th year	5.539	144
After 15 th year of continuous service through 20 th year	6.462	168
After 20 th year	7.385	192

All annual vacation accruals reflected above shall be equally accrued/distributed each pay period.

Section 2. Continuous Service. Continuous service for the purpose of determining eligibility for accelerated vacation accumulation rates shall be service in a regular position unbroken by separation from the county service, except that time spent by an employee on military leave, on an authorized leave of absence with pay, or on a leave without pay resulting from a compensable on-the-job injury, shall be included as continuous service. Time spent on other types of authorized leave will not count as part of continuous service except employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave. Any employee, who held a regular position and who separates from employment with the county and who is subsequently re-employed by the county in a regular position within one (1) year from the date of such separation, shall be allowed to use such prior service for the purpose of determining eligibility for accelerated vacation accumulation rates.

Section 3. Vacation Bidding. Employees shall bid vacation slots based on their association seniority, as defined in Article – Definitions. On or about November 1st of each year, the Employer shall post the available vacation slots. Employees will bid separately by job assignment. An employee who fails to bid within the assigned date and time, which is set aside for him/her, may bid afterwards for the remaining slots. The Employer cannot condition the approval of an employee’s request for time off upon the employee finding a replacement to work the employee’s shift.

If more than one (1) employee is promoted on the same day, seniority will be based upon the finishing order in the promotional process.

Once an employee has signed up for vacation or had a request approved, it shall not be canceled by management absent an emergency.

Section 4. Accumulation of Vacation Credits. Employees shall not accumulate vacation leave in excess of two hundred fifty (250) hours.

Any employee, who is about to reach the limit because of accrual limitations may, by notifying the Sheriff five (5) days in advance, absent himself/herself to prevent loss of this time, or the Sheriff may instead choose to pay the employee for up to forty (40) hours of accrued vacation. Such action taken by an employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay the duration of which exceeds fifteen (15) calendar days. Any employee, who is granted a leave of absence without pay, shall first be scheduled for any vacation leave, which has accrued to their credit before they commence leave without pay.

In addition, in the last year of employment prior to retirement, the employee may cash out fifty (50) hours of vacation. The employee will be responsible to notify the Employer in writing of intent to retire, including the anticipated retirement date, to exercise this provision. This is a one-time option.

Section 5. Transfer Credits and Terminal Vacation Pay. When an employee is appointed to another department of the county, their vacation credit shall be assumed by the new appointing power. An employee who is terminated during the initial six (6) months of their employment shall not be entitled to cash compensation in lieu of vacation leave. If the employee has served six (6) continuous months and is separated from county service, they shall be entitled to cash compensation at the appropriate hourly rate set forth in the conversion table included in the county pay plan for accrued vacation leave. In case of death, compensation for accrued vacation leave shall be paid in the same manner that pay due to the decedent is paid.

Section 6. Except for catastrophic emergencies, the Sheriff shall not schedule employees for any assignments during their scheduled vacation.

Section 7. Compensation Credits. Each eligible employee shall receive one hundred and twenty (120) hours of leave, to be taken as leave with pay or, at the employee's option shall receive compensation for one hundred and twenty (120) hours accrued at the employee's regular rate of pay. The employee must exercise this option each fiscal year (computations will be based on the employee's pay at the time of the request). The benefit cannot be carried forward into the next fiscal year.

If an eligible employee elects to receive the credits as pay, it must be paid in increments equal to forty (40) hours. No partial pay (less than forty (40) hours is allowed). If an eligible employee elects to receive the credits as leave, it may be scheduled one (1) day at a time or as a unit, subject to the approval of the Sheriff. This benefit is to be used by the employee based on their employment status as of July 1 of each fiscal year.

In the event an employee has less than one (1) full week of compensation credits remaining

as the result of exercising use of compensation credits as vacation time, the employee can cash out, on a one-time basis, any remaining balance.

Section 8. Sunset of Compensation Credits. Employees hired on or after January 1, 2014, will not receive compensation credits. In lieu of receiving compensation credits, new employees will receive a rate of pay as reflected on the A.K pay plan.

Section 9. Opting-Out of Compensation Credits. Starting with the fiscal year 2014 employees hired before January 1, 2014, may make a one-time, permanent election to opt-out of compensation credits provided in Section 7 of this article, in return for the higher salary provided in Section 8 of this article. Once enrolled in this program, an employee may not return to receiving compensation credits and pay at the lower salary schedule. Employees may exercise the opt-out by giving notice by May 31 each year to be effective the first full pay period after July 1 of the same year.

ARTICLE 9 – SICK LEAVE

Section 1. All employees accrue sick leave benefits as an insurance against the impact of illness or injury. Each employee shall accrue 3.693 sick leave hours for each full pay period. All annual sick leave accrual shall be equally accrued/distributed each pay period. Accrual shall begin upon the first full pay period of employment. Sick leave accumulated prior to the date of execution of this agreement shall be credited to each employee's accumulated sick leave. Unused sick leave shall accumulate without limit.

Section 2. Employees may utilize their earned sick leave credits when unable to perform their work duties by reason of illness, injury or pregnancy; necessity for medical or dental care; exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee; or by illness in their immediate families. Sick leave time exceeding one (1) workweek may require certification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working.

Section 3. The Sheriff or their representative may require certification of a physician or practitioner to substantiate that an illness or injury prevents the employee from working if the illness or injury last more than one (1) work week sick leave time exceeding one (1) workweek or when there is an established pattern of sick leave usage may require evidence that the employee was under a doctor's care. "Pattern of sick leave usage" is defined as a repetitive pattern of sick leave usage consistently tied to holidays and/or days off. Should the employee be verified to in fact be sick, the cost of the examination to the extent it is not covered by insurance and the employee's time to obtain the examination shall be compensated by the Sheriff.

Section 4. Should the employee be required to undergo a physical examination, the Employer shall bear the cost of such examination.

Section 5. The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. The county shall provide for three (3) work days paid bereavement leave for each immediate family member which shall count towards the statutorily mandated leave if the employee qualifies. The remaining bereavement leave approved shall be charged to accumulated leave in accordance with the Marion County Personnel Rules.

Section 6. For the purposes of this article, immediate family has the meaning established by protected leave laws and county personnel rules. The Sheriff may grant leave under the terms of this article for relationships other than those set forth where exceptional circumstances exist.

Section 7. The Sheriff may authorize sick leave without pay not to exceed one (1) year duration or until such employee is released by the employee's physician, whichever comes first. Sick leave without pay shall not be granted until all earned sick leave has been exhausted. Under the discretion of the employee's supervisor, if earned sick leave has been exhausted, the employee may use vacation leave.

Section 8. Any employee, who is ill and unable to report to work, shall notify the Employer as soon as reasonably possible, at least one (1) hour before the start of the next scheduled shift. All enforcement and administrative staff shall notify the records section; institutions' employees shall notify the shift supervisor. In the case of a continuing illness, the employee shall keep their immediate supervisor advised of their inability to report to work.

Section 9. Any employee, who held a regular position and who is re-employed in a regular position following a hearing or layoff, shall have sick leave credits accrued during the previous employment restored in full if such re-employment occurs within two (2) years from the date of layoff or separation.

Section 10. Sick Leave Conversion. Regular employees who have accumulated at least one hundred ten (110) hours of sick leave may convert twenty-four (24) hours, thirty (30) hours or thirty-six (36) hours (or three (3) full days, depending on schedule) to three (3) personal days that cover the full hours of their shift at time of usage. The converted hours will only be used in full day increments, cannot be cashed out, and will not be paid out upon termination of employment. Employees are allowed to exercise this sick leave conversion option only once per calendar year, during the life of this agreement as long as they continue to meet the accumulation requirements at the time of each request. Personal days are to be taken during the calendar year in which they were converted and may not be carried forward into the following year. The personal days shall be scheduled in accordance with Article 8, Vacations.

ARTICLE 10 – PROTECTED LEAVE

Protected leave is available for qualifying employees in the form of family, medical, domestic violence, and military leave in conformance with the Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFLA), Oregon Victims of Certain Crimes Leave Act (OVCCCLA), and Oregon Military Family Leave Act (OMFLA).

The administration and implementation of these acts will be in accordance with the County policy and procedures.

Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

ARTICLE 11 – OTHER LEAVES

Section 1. Absence With Pay. An employee holding a position in the county service shall be granted a leave of absence with pay for: (a) service with jury; (b) appearance before a court, legislative committee or judicial or quasi-judicial body; as a witness in response to a subpoena or other direction by proper authority. This section does not apply to appearances, which are of a non job-related personal nature, for example, a divorce proceeding. Employees, who are excused from jury service or court appearance before the end of the workday, shall immediately report their availability for assignment to their supervisor. All jury and witness fees, except mileage and meals, received by the employee shall be turned over to the county. Under no circumstances is an employee entitled to receive leave of absence with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a party or witness in response to a subpoena or other direction by proper authority where the employee is a party in the case unless the employee is a party because of their employment with Marion County.

Section 2. Absence Without Pay. In instances where the work will not be seriously handicapped by the temporary absence of an employee, the Sheriff may authorize a leave without pay not to exceed one (1) year. During such absence, the employee shall not be considered to be on the payroll of the Employer. Such leave will be requested in writing and must establish reasonable justification for approval of the request and will not be approved for an employee who is accepting employment outside the county's service. An employee, who is granted a leave of absence without pay for a period in excess of sixty (60) calendar days, shall first be scheduled for any vacation time that has accrued to their credit before the employee is placed on leave without pay.

Section 3. Absence Paid by County Workers' Compensation Program.

- A. The Employer shall provide workers' compensation insurance as required by state law. Employees, who become eligible for workers' compensation, shall be provided all benefits and rights in accordance with ORS 656 and 659 and any enhancements contained in this article.
- B. An employee may utilize sick leave or vacation credit to augment any benefits paid under the workers' compensation program. Merit increases, which would normally be granted, and/or cost- of-living increases shall be added to the workers' compensation benefits. Upon returning to work, the employee will be paid at the rate, which includes all merit and cost-of-living increases, which would have been granted during the time off work.
- C. The Employer will pay for all county-paid benefits for employees who have filed accepted workers' compensation claims whether or not the employee augments their time loss with sick leave, vacation leave or other accrued leave up to six (6) months from the date of injury. During this six (6) month period, the employee shall continue to

accrue sick leave, vacation leave, continuous service credits and any other benefits granted under this agreement.

- D. For workers, who are not medically stationary, the Employer will make a reasonable good faith effort to return such workers to modified duty positions in the county as soon as possible. The Employer will acknowledge receipt of modified duty requests within five (5) business days from receipt. An employee on modified duty assignment shall receive their regular rate of pay. If the department is unable to provide a modified duty position, it will submit a written explanation to the Risk Management Division.
- E. Pursuant to ORS 659A.043 & 659A.046, employees will have re-employment rights after an injury. The Employer will make a reasonable effort to accommodate employees who have been permanently disabled as a result of a work-related injury or illness.
- F. When an employee has been injured on the job and suffers time loss greater than fifteen (15) days, the Employer shall provide the employee a written explanation of their rights and obligations as required by Oregon Workers' Compensation Law.

Section 4. Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes.

Section 5. Temporary Interruption of Employment. Any temporary interruption of employment because of adverse weather conditions, shortage of supplies, or for other bona fide unexpected or unusual reasons, which does not exceed ten (10) days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment may be charged to the following accrued leave: vacation leave, personal holiday(s), compensation credit leave or compensatory time or may be recorded as leave without pay at the employee's option.

Section 6. Failure to Return from Leave. Any employee, who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the Sheriff and the employee's position shall thereupon be declared vacant, except and unless the employee, prior to the expiration of their leave of absence, has furnished evidence that they are unable to return to work by reason of sickness, physical disability, or other legitimate reasons beyond their control. Such leave shall not exceed a total duration of one (1) year.

Section 7. Absence Without Leave. An absence of an employee from duty including any absence for a single day or part of a day, which is not authorized for a specific grant or leave of absence under the provisions of this agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject an employee to disciplinary action, provided that in deciding the discipline to impose, if any, the Employer will consider the

reasons for the employee's absence (e.g., nature of the illness), reasons for the past use of sick leave including whether that use was FMLA/OFLA protected, and the employee's length of service, in addition to established principles of just cause.

This section shall not be utilized to discipline employees who are legitimately ill or who must care for a family member as established by a written note verifying the absence from an appropriate medical provider and have to take leave without pay because of that illness, or because of any other statutorily approved leave provided the employee calls in sick for the day. If the employee provides such a note, the employee may use other accrued paid leave for subsequent days off immediately following the first shift missed due to the illness. In addition, if the employee has used FMLA/OFLA leave within the ninety (90) days prior to leave without pay and provides a note from an appropriate medical provider, the Employer will pay the cost of the examination to the extent it is not covered by insurance and a maximum of four (4) hours to obtain the examination shall be compensated by the Sheriff. Any such note must be provided in advance of the absence if the absence is foreseeable or immediately upon to return to work if the absence was unforeseeable.

Section 8. Commissioners' Day. Regular employees shall be granted one (1) special Commissioners' Day which is one (1) regular work shift that is to be taken between November 15 of each year and January 31, of the following year.

Section 9. Personal Days. Each employee is entitled to two (2) personal days each calendar year. Such days shall be one (1) regular work shift each and are to be taken during the calendar in which the days are earned.

ARTICLE 12 – HEALTH, WELFARE, AND RETIREMENT BENEFITS

Section 1. Medical and Dental Insurance. The Employer agrees to provide an HMO and a PPO medical plan options and two (2) dental plan options, equal to or better than the MCLEA contract. The parties recognize the County may change insurance carriers, administrators or benefit plans provided the benefits are at the benefit levels currently offered.

The medical and dental plan options are subject to the following premium share:

- A. The Employer’s contribution for medical and dental coverage will equal 95% of each employee’s monthly premium. Each employee shall be responsible for the remaining 5% of their monthly premium through payroll deduction.
- B. Employees will have the option to pay their share of the premiums on a pre-tax basis through the 125 Plan.
- C. Implementation of the new medical and dental insurance consistent with this Article will occur, no later than, on January 1 of the calendar year following ratification and Board approval.

Section 2. Life Insurance. The Employer agrees to pay the full premium for life insurance coverage equal to the employee's gross annual pay for each full-time employee in the bargaining unit.

Section 3. Long-Term Disability. The Employer agrees to pay the full premium to continue the long-term disability insurance program for each employee in the bargaining unit.

Section 4. Any dispute on whether changes to a benefit plan comply with this article shall be submitted directly to final and binding arbitration within thirty (30) days of notice to the Association by the county.

Section 5. Retirement. The Employer agrees to continue its participation in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP).

The Employer shall contribute six percent (6%) of the eligible employee’s wage to be remitted to Oregon PERS. After any required adjustments, Oregon PERS will distribute the net amount to the employee’s Individual Account Program (IAP). For the limited purposes of the Internal Revenue Code Section 414(h)(2) and related tax statutes, the employee’s contribution to PERS will be picked up by the county as a pre-tax contribution as the term “pick-ups” is used in the Internal Revenue Code.

If this agreement is determined to be unlawful, ineffective, or unenforceable by a final order of a court or agency of competent jurisdiction and if such order requires any payment by the county or payment to the county by one (1) or more members of the Board of Commissioners

or any officer or employee of the county as a result of such determination, the Association, its individual members, and any successor organization agree that individual bargaining unit members will repay any salary, retirement benefits improperly paid, and taxes of FICA, including any ordered interest.

Should this hold harmless obligation need to be implemented, the means and methods of doing so shall be agreed by the parties but shall require fulfillment of the obligation within one (1) year from the expiration of all appeals applicable to the determination necessitating the implementation. Nothing in this agreement, however, shall prevent Marion County and the Association from negotiating lawful wage or benefit provisions which utilize dollars subject to repayment. In the event the county is sued based on the provisions of this agreement, the Association agrees to join with the Employer in litigation defending the terms of this agreement.

The Employer agrees to make a contribution of two and a half percent (2.5%) of the eligible employee's wages to a County 401(a) defined contribution plan, and the County will make available a 457 plan for employee contributions. The effective date of the 401(a) and 457 plans will align with the removal of employees as active participants in the County's 401(k) plan.

Section 6. Employee Participation. Employees desiring to participate in other optional insurance programs currently authorized by the Board may do so at their expense on payroll withholding. Employees on a non-paid leave status must make their own arrangements with the Employer's payroll department to continue insurance benefits at their own expense, subject to the contract terms and conditions between the employee and the insurance carriers.

Section 7. Health Insurance Study Committee.

A. Purpose: The purpose of the committee shall be as follows:

1. To monitor the claims costs and utilization of the health and dental plans;
2. To keep current of industry changes in managing health and dental plans;
and
3. To make recommendations to the Business Services Director and to the bargaining teams regarding any needed changes to keep the health and dental plans current with industry trends.

B. Committee: The voting membership of the committee shall be composed of equal representation of union and management employees. The Association president shall designate a non-voting representative.

C. Meetings: Meetings shall be held at least quarterly. The Association's representative shall be allowed work release time to attend such meetings, but no overtime shall be paid for attending such meetings.

Section 8. 125 Plan. The Employer shall make available to Association members a 125 Plan in which employees can contribute pre-tax dollars for health insurance, childcare and other qualifying expenses.

ARTICLE 13 – WAGES

Section 1. Effective and retroactive to July 1, 2024, employees shall receive a four percent (4%) cost of living adjustment.

Effective and retroactive to July 1, 2025, employees shall receive a three percent (3%) cost of living adjustment.

Section 2. Longevity. Regular employees shall be eligible for Longevity 1 (L1) after being on Step 7 of the current pay range for one (1) full year AND employed with the county for ten (10) years. Regular employees shall be eligible for Longevity 2 (L2) after being on Longevity 1 of the current pay range for one (1) full year AND employed with the county for fifteen (15) years. Regular employees shall be eligible for Longevity 3 (L3) after being on Longevity 2 of the current pay range for one (1) full year AND employed with the county for twenty (20) years.

Longevity 1 shall be at 5% of step 7, L2 at 10.25% of step 7, and L3 at 12.75% of step 7 for each pay range.

ARTICLE 14 – PAY ADMINISTRATION

Section 1. Pay Plan. The Employer hereto adopted a pay plan under which employees covered by this agreement have and shall continue to be compensated. A copy of that plan is attached hereto, marked "Wage Schedule," and made a part of this agreement as Exhibit A and is available on the county's website. The Employer agrees that, except for reserves, it will not use volunteer workers to perform either uniformed field services or uniformed professional corrections duties.

Section 2. Administration of Pay Plan.

- A. **Rates of Pay:** Each employee shall be paid at one (1) of the rates in the pay range for the class in which they are employed.
- B. **Entrance Pay:** Normally, an employee will be appointed or reinstated at the entrance rate for the class. If the Sheriff believes it necessary to make an appointment or reinstatement above the entrance rate, the Sheriff shall present a request in writing to the personnel officer. The personnel officer and the administrative officer shall review the merits of the request on the basis of the availability of applicants with the qualifications of the vacant position, qualifications of all available applicants, the resulting pay relationship with other positions, prior experience of the candidate, the time available to continue the recruitment process and budget considerations, then make a final decision on the matter.
- C. **Merit Increases:** Pay increases are not automatic, but shall be based on satisfactory service. Employees shall normally be eligible for in-range merit increases on their established anniversary date until such time as an employee has reached the top step of the classification in which they are employed. The eligibility date, for the purpose of this section, shall be the date upon which the employee is granted their first in-range merit increase to the next step of their pay range. This eligibility date may be changed as a result of the timing of future in-range merit increases, promotions or reclassifications. If the performance by the employee is unsatisfactory, the Sheriff may defer the merit increase for a period of not to exceed one-hundred-eighty (180) days. Following any deferred period, the employee will be reevaluated.
- D. **Eligibility for Merit Increases:** A new employee shall be advanced to the next step of the pay range for their classification on the first of the month after six (6) full months of satisfactory service in their class. In those cases where a new employee is appointed above the minimum step of the pay range Art for their class, their eligibility for advancement to the next step shall be the same as though they were appointed at the minimum step, unless otherwise ordered by the Board. Thereafter:
 - 1. Advancement to the third (3rd) step of the pay range after one (1) additional year of satisfactory continuous service at Step 2;

2. Advancement to the fourth (4th) step of the pay range after one (1) additional year of satisfactory continuous service at Step 3;
 3. Advancement to the fifth (5th) step of the pay range after one (1) additional year of satisfactory continuous service at Step 4;
 4. Advancement to the sixth (6th) step of the pay range after one (1) additional year of satisfactory continuous service at Step 5, and
 5. Advancement to the seventh (7th) step of the pay range after one (1) additional year of satisfactory continuous service at Step 6.
- E. Movement to a Higher Classification: When an employee is promoted or reclassified to a position in a classification with a higher maximum pay rate, they shall be placed on an actual step in the new range, which will provide a minimum of a five percent (5%) increase, or to the minimum of the new range. The date of such promotion or reclassification shall establish a new anniversary date for subsequent merit increases.
- F. Demotion: If an employee is demoted or reclassified to a position in a classification with a lower pay range for reasons which do not reflect discredit on their employment record, their pay rate may remain the same if it is within the pay range of the lower classification. Demotion for cause should ordinarily result in a corresponding reduction in pay.
- G. Reassignment: When an employee is reassigned by the Sheriff to another division in a classification with the same pay range, their rate of pay remains the same. Such employee shall retain their anniversary date for merit increases.
- H. Any denial of a wage increase to a non-trial service employee based upon unsatisfactory performance is subject to the grievance procedure.

Section 3. Incentive Pay. Employees shall receive an incentive pay increment of three percent (3%) for an Intermediate DPSST Certificate. Employees shall receive an additional three percent (3%) for an Advanced DPSST Certificate. The payment for such increment, as set forth in the pay plan, shall commence on the date of the certification issuance. The parties shall mutually establish performance standards for those classifications for which the incentive applies and payment of the incentive increment shall continue unless the employee receives an unsatisfactory rating. An employee so disqualified shall resume incentive pay upon receiving a satisfactory rating.

Section 4. Bilingual Pay. Any employee, who is fluent in Spanish, Russian and/or American Sign Language and uses said language(s) while on duty, shall receive an additional five percent (5%)

premium per month. "Fluent" shall be established by using general fluency and job-related standards for Spanish, Russian, and American Sign Language.

Section 5. CRASH, SWAT Pay. Employees responding as members of the department on the CRASH, SWAT Team shall receive a five percent (5%) differential from their regular pay on an hour-for-hour basis for time spent on team callouts.

Section 6. Detective Pay. Any employee selected to work in the Detective Unit shall receive a five percent (5%) differential from their regular pay while serving in that capacity.

Section 7. Education Incentive Pay.

- A. An employee commencing with their tenth (10th) year of service, who has an Advanced DPSST Certificate and an associate of arts degree or an associate of science degree (two (2) year degree or the equivalent), shall receive an education incentive pay of two percent (2%).
- B. An employee commencing with their fifteenth (15th) year of service, who has an Advanced DPSST Certificate and a bachelor of arts degree or a bachelor of science degree (four (4) year degree or the equivalent), shall receive an education incentive pay of four percent (4%) (includes the two percent (2%) education incentive pay for a ten (10) year employee).

ARTICLE 15 – WORKING OUT OF CLASSIFICATION

When an employee is assigned to perform some of the duties of a position intermittently at a higher-level classification that are not in their current classification, the employee shall be paid five percent (5%) differential for all hours worked in a higher classification.

ARTICLE 16 – CALL-IN TIME

An employee called to work outside their regular work schedule shall be paid for a minimum of three (3) hours at the rate of time-and-one-half (1½). This section shall not apply to early call-out (within one (1) hour before a shift) or an extension of a regular shift.

ARTICLE 17 – ON-CALL SCHEDULE

Employees assigned to an on-call schedule by the Sheriff or designee shall be compensated for each regularly scheduled workday of a rotational on-call assignment at five percent (5%) from the employee's regular pay.

ARTICLE 18 – COURT APPEARANCES

Section 1. Off-duty employees required to appear in court or an administrative hearing, in connection with their regular duties, shall receive a minimum of three (3) hours overtime pay at the rate of time-and-one-half (1½) or a minimum of three (3) hours of compensatory time for each court appearance. Employees shall not be paid for more than one (1) court appearance per calendar day unless the start time for the second call-in is at least three (3) hours after the first call in.

This section shall not apply if the scheduled court appearance occurs one (1) hour or less before the beginning of the employee's regular shift or if the appearance extends the employee's regular shift by one (1) hour or less.

Section 2. Employees, who are working a night shift and have to testify during the day, shall be allowed to take time off that evening at the straight time rate as an offset against their overtime pay for the court appearance. This provision may not be utilized by employees who only have to make a brief appearance such as testifying for a few minutes at Grand Jury.

ARTICLE 19 – PARKING

The Employer shall continue its practice of providing free parking for all bargaining unit members except for those who work in the downtown courthouse area.

In addition, the Employer shall not charge bargaining unit employees, who are assigned county vehicles to perform their work, for parking the county vehicles at any worksite location.

ARTICLE 20 – OVERTIME

Section 1. The following shall be regarded as hours worked for the purpose of computing overtime hours for employees: (a) holidays; (b) vacation leave; (c) paid sick leave; (d) time on the job; and (e) compensatory time off, (f) personal holiday and time participating in activities, training, briefings, meetings or other conferences if so directed by the Sheriff, including travel time outside of regular work hours. No overtime shall be worked unless authorized by the Sheriff or their designee.

Section 2. For employees working a schedule not subject to a 7(k) exemption, overtime shall be considered as time worked in the employee's regular position in excess of the scheduled workday (if the scheduled workday is eight (8) hours per day or more) or in excess of forty (40) hours in a workweek. For employees working a schedule subject to a 7(k) exemption, overtime shall be considered as time worked in the employee's regular position in excess of their regularly scheduled workday or in excess of 84 hours during the 14-day 7(k) work period. Work performed on holidays, which fall within the regular work schedule, shall be considered as overtime work and shall be compensated in the same manner.

Section 3. Compensation for authorized overtime shall be paid at the rate of time-and-one-half (1½) per hour. Such payment shall be the employee's rate of pay, which is being earned at the time of payment. When an employee is terminated, they shall be given cash compensation for the overtime they accrued.

The pay conversion table contained in the pay plan shall be used as the basis in computing the overtime cash compensation.

Section 4. Payment for overtime shall be made no later than the next payday following the pay period in which the overtime is worked or as required by the Fair Labor Standards Act (FLSA).

Section 5. Overtime work shall be assigned only as determined by the Sheriff or their designee. Any employee, ordered to work fourteen (14) or more hours in the twenty-four (24) hour period commencing at the time the employee reports for duty, shall, at the direction of the Sheriff or their designee, be allowed the use of accrued sick leave in lieu of working their next regularly scheduled work shift.

Section 6. The parties agree that either party may reopen negotiations if there is a substantial change in the Department of Labor regulations dealing with application of the FLSA to employees of state and local governments. If such changes are made and either party requests to reopen negotiations, the negotiations shall be reopened on only the affected articles for the purposes of clarifying and/or changing articles in the agreement to comply with federal law or federal regulations.

Section 7. Solely for the purpose of FLSA overtime, the county elects a fourteen (14) day period, beginning December 21, 2003, with eighty-six (86) hours being the overtime standard. However, this does not affect overtime as set out in this contract.

The office shall keep official records of the employees' compensatory time accumulation.

Section 8.

- A. Comp time accrual shall be limited to seventy-five (75) hours. Whenever an employee has seventy-five (75) hours of comp time, he or she will be paid for overtime. Employees may cash out their comp time balance the first pay period in December.
- B. Comp time may be accrued for any contractual overtime work authorized by the employee's supervisor.
- C. Comp time may not be accrued for the following:
 - 1. where the employee is performing work funded by a grant that provides for payment of overtime work;
 - 2. on-call time;
 - 3. holiday pay; and
 - 4. when performing work in a different fund than where the employee is costed.
- D. Comp time shall be scheduled by mutual agreement between the employee and management. When an employee requests use of comp time, management will attempt to make comp time available within a reasonable period agreed to within the calendar year although not necessarily at the time sought by the employee. Comp time will be scheduled consistent with the operational requirements of the particular division or function, which includes ensuring minimum staffing levels and safe and fair scheduling and so as not to cause the County to pay overtime.
- E. Employees will not be allowed to cash out accrued comp time except as provided in Letter F below.
- F. Comp time accrued during a calendar year may be used through December 31 of that calendar year. At the first pay period in December, all comp time balance that is not scheduled may be paid in full at the employee's request. Any unused balance as of December 31 will be rolled over into the following calendar year.
- G. The Sheriff may terminate this provision, Section 8, and cash-out all accrued comp

time at their discretion at any time during the calendar year. Such termination shall not be subject to the grievance and arbitration article.

ARTICLE 21 – PAYDAY

The Employer shall pay Association members on a bi-weekly basis using the same schedule as applicable for all other county employees. This section shall not apply where circumstances exist beyond the control of the Employer, which cause a delay in the issuing of such checks.

ARTICLE 22 – TRAVEL ALLOWANCES

Section 1. Mileage Reimbursement. Upon prior approval by the supervisor, mileage reimbursement for the use of private vehicles shall be at the current IRS mileage rate for business use of an automobile. Mileage shall be computed from the vehicle odometer reading.

Section 2. Other Transportation Costs. All in-state and/or out-of-state travel must be approved in advance by the Sheriff or designee. The cost of in-state transportation and/or out-of-state transportation for air, train, or bus travel shall be reimbursed on an actual cost basis. No transportation costs will be reimbursed unless the employee has received prior approval of their supervisor. Receipts shall be submitted with claims for reimbursements for air, train or bus travel, and reimbursement for private automobile transportation. Travel arrangements will be made by the county and paid directly. In the event employees must pay their own travel expenses, reimbursement is an actual cost basis. Where employees elect to drive private automobiles in lieu of plane or train transportation, reimbursement will not exceed the best available daytime airfare on the day air travel would normally be booked.

Section 3. Cost of Lodging and Meals. The cost of lodging and meals will be based upon the actual cost of the lodging and/or meals. No reimbursement will be provided for lodging and/or meals unless the employee has received prior approval for the travel. Receipts are required for all reimbursements.

ARTICLE 23 – TRANSPORTING PRISONERS

Section 1. The Employer shall reimburse the actual cost of lodging, meals, and other related transportation expenses on an actual cost basis. Except in the case of an emergency, the employee shall receive prior approval for all anticipated expenses. In order to receive reimbursement, a receipt must be provided for all expenses. The Employer reserves the right to deny expense claims in accordance with Marion County Personnel Rules or policies.

Section 2. Any employee assigned to transportation of prisoners outside of a correctional facility, especially at a hospital, shall be furnished with a properly fitted ballistic vest.

ARTICLE 24 – CLOTHING ALLOWANCE

Section 1. If an employee is required to wear a uniform, it shall be furnished and maintained by the Employer according to present practice.

Section 2. For employees assigned to a Detective position that requires business professional attire, the clothing allowance shall be two hundred and fifty dollars (\$250) quarterly.

Section 3. The Employer shall provide for the care and cleaning of up to eight (8) uniforms per month or four (4) suits per month for required plain clothes. Upon request by the employee and approval by their supervisor, additional uniforms or plain clothes will be cleaned. Any request by an employee will not be arbitrarily denied.

ARTICLE 25 – HEALTH AND SAFETY REGULATIONS

Section 1. The Employer agrees to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the Oregon Safe Employment Act.

Section 2. An employee may refuse to operate any equipment or ride in or on any vehicle they believe is unsafe until the equipment has been mutually inspected and/or corrected by the employee and their immediate supervisor and/or qualified person. If, after such inspection, the equipment is determined by the supervisor and/or other qualified person to be safe, the employee may not refuse to operate the equipment. An employee shall report to their supervisor all other unsafe conditions, when such conditions become known to the employee.

Section 3. Employees shall not be disciplined for refusal to operate believed unsafe equipment nor shall refusal to operate such equipment be construed as insubordination until Section 2 has been complied with unless an emergency situation exists.

ARTICLE 26 – DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be imposed upon an employee only for just cause using the principles of progressive discipline.

Section 2. If disciplinary action is to be taken against an employee, it shall be done in a manner, which will not embarrass the employee before other employees or the public. The following types of discipline may be used:

- A. **Oral Reprimand:** This is a warning procedure rather than a punitive one and should serve to forestall the employee from being placed in such a position that a more severe form of formal penalty must be used. When a supervisor administers an oral reprimand, the supervisor shall make a brief record of the warning for the department's file, but the warning shall not become part of the employee's official personnel file.
- B. **Written Reprimand:** The written reprimand is also a warning procedure; however, the written reprimand is used to put the employee on official notice that future abuse will result in a more severe form of action.
- C. **Suspension Without Pay:** Suspensions are a commonly used form of punishment after an oral and written reprimand. However, it can be used sooner based upon the severity of the misconduct. The supervisor, with the approval of the appointing power, may suspend an employee for disciplinary reasons for a period not to exceed thirty (30) days at any one time by notifying the employee prior to the effective date and stating the reasons for the suspension in writing. For the purpose of the suspension, a day equals eight (8) hours.
- D. **Demotions:** Demotion, both in pay and to a lower classification, may be used as a form of discipline when dismissal is not warranted or when the appointing power believes that the employee has the potential for correcting conduct.
- E. **Dismissal:**
 - (1) When an appointing power believes cause for dismissal exists, the appointing power shall give the employee, whose dismissal is under consideration, written notice containing:
 - a. A statement of improper conduct, inadequate performance, or other cause for discipline engaged in by the employee;
 - b. A statement that dismissal is being considered as a possible sanction to the stated improper conduct, inadequate performance or other cause; and
 - c. A statement of the time within which the employee may choose to respond to the statement of cause and statement of discipline under consideration.

An employee, who has been notified that dismissal is under consideration, must be given at least ten (10) days prior to the effective date of such dismissal to respond to the statements in the notice.

- (2) An employee may then be dismissed if:
- a. The employee has responded to the statements in the notice that dismissal is under consideration and the employee's response has been received and reviewed by the appointing power, or
 - b. The employee has not responded to the statements in the notice within the time stated in the notice that dismissal is under consideration.

Dismissal shall be by written notice to the employee setting forth the cause for dismissal. Dismissal may be effective upon delivery of notice of dismissal to the employee or upon any stated time thereafter.

- F. In cases under Sections (C), (D) or (E) above, the employee shall receive copies of any and all reports or writings which exist, and will be made available to the employee at least ten (10) days prior to the due process hearing. If any report or writing is not provided prior to ten (10) days of the hearing, the hearing can still be held, but upon request of the Association, the hearing shall be continued to a time certain to hear any additional testimony or evidence.

Section 3. Any regular status employee who has been the subject of a disciplinary action may appeal such action pursuant to Article 32 - Settlement of Disputes.

Section 4. If there is substantial evidence to show that the performance was unsatisfactory, the Sheriff or designee agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation. The Employer shall discuss the performance issue with an employee in a setting, which is devoid of harassment. Any work improvement plan, which may be utilized, will be consistent with the performance issues, as objective as possible, with behavioral measurements identified and may be a precursor to discipline when appropriate. The employee shall continue to be held accountable for all job expectations while the work improvement plan is in effect.

Section 5. Internal Affairs Complaint Investigation. The County will follow the Professional Standards Manual.

- A. When the Sheriff chooses to investigate a complaint against an employee and the complaint is not of a criminal nature but concerns a violation of rules, policy or procedure, the Sheriff may, within ten (10) days of receiving the complaint, make

reasonable preliminary inquiry to determine if a full investigation should be initiated. In addition to gathering physical evidence such as documents, recordings, etc. and reviewing the complaint, the subject of the complaint may be briefly questioned after being informed of the complaint and their right to Association representation. If the Sheriff chooses to investigate a complaint, the Sheriff shall, within ten (10) days of receiving notice of the alleged misconduct, notify the employee and the association of the allegations. The employee and association shall receive a copy of the complaint, and notification of the specific policy or policies alleged to have been violated. The employee shall be given an opportunity to provide information they deem relevant.

- B. If the employee has reason to believe that such a discussion might adversely affect their employment, they shall have the right to have a representative of their choice present.
- C. If the Sheriff chooses to remove the accused employee from their work assignment during the investigation, the employee shall be assigned duties not related to their normal work. For no less than twenty-four (24) hours, the employee's shift and days off shall not be changed. After that, the employee may be assigned to a day shift Monday through Friday provided that the employee's total work hours for the week shall not be less than their regular scheduled shift hours.
- D. A good faith effort shall be made to complete the investigations within seventy-five (75) calendar days. In the event an investigation is not completed within seventy-five (75) calendar days of the employee being notified that an investigation is under way, the division commander or their designee shall notify the Association in writing that the investigation is not yet complete, the reasons why it has not been completed, and provide an estimated date of completion which shall comply with the timelines set forth in ORS 236.360(6). In the event an employee's conduct becomes the subject of a criminal investigation, the investigation may be suspended until the criminal investigation is complete.
- E. If the charges are substantiated and disciplinary action is taken, the Sheriff must comply with Article 26 - Discipline and Discharge. Only the specific policy or policies applicable to the conduct will be substantiated. Copies of all written reports, statements and the results of the investigation shall be provided to the employee and their representative.
- F. If the charges are unfounded, not sustained or exonerated, written notice shall be given to the employee and the Association within seven (7) days of the decision. Documents related to such charges shall not be placed in the employee's personnel file(s).
- G. Prior to being interviewed regarding an internal affairs investigation and allegations of the complaint for any reason, which could lead to disciplinary action:

1. An employee shall be informed of the nature of the investigation and allegations of the complaint and whether they are a witness or a subject, if and when known; and, if a subject, be informed and given copies of any other information necessary to reasonably apprise them of the nature of the allegations of the complaint, unless to do so would jeopardize the credibility of the investigation.
 2. An employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Association and the association legal counsel.
 3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the employee not less than twenty-four (24) hours before the initial interview commences.
 4. The Association may tape record the interview with the employee.
- H. During any non-criminal investigation, which is an internal affairs interview, the representative of the employee shall be allowed to counsel the employee during the course of the interview. However, the representative shall not be disruptive of the interview. Also, the employee shall be allowed to take reasonable breaks during the course of the interview.
- I. The Sheriff recognizes that the Association may conduct its own investigation and indeed has an obligation to do so. The Sheriff will not interfere in any way with the Association's investigation.

ARTICLE 27 – LAYOFF

Section 1. "County seniority" will be used for determining seniority for provisions of this article.

Seniority of employees hired on the same date after the effective date of this contract will be determined by lot, provided that employees with prior certification will have greater seniority than employees without certification hired on the same date.

Section 2. The Sheriff may lay off an employee when the Sheriff determines it necessary to abolish a position or that a shortage of funds or work exists. Layoff shall be by specific DPSST basic certification and shall be in ascending order (bottom to top) of an employee's seniority. An employee shall be given written notice of a pending layoff at least fifteen (15) working days before the effective date stating the reasons for the layoff, and the fact that an election to displace another employee pursuant to Section 4 of this Article must be made within six (6) working days of receipt of said notice.

Section 3. All layoffs shall occur in the following manner:

- A. The Sheriff shall determine the specific positions to be vacated.
- B. The Sheriff will notify, in writing, all affected employees and the Association at least fifteen (15) working days prior to the effective date of the layoff of all the employees in all affected classifications.

Section 4. Where an employee is laid off, the Sheriff may allow the employee to voluntarily demote into a vacant position in the Marion County Sheriff's Office if the employee meets the minimum qualifications and special requirements of the position. Under no circumstances shall a non-MCSSA employee be allowed to displace an MCSSA member. If there is a vacancy, an employee may voluntarily demote into this bargaining unit.

Section 5. An employee who has been laid off shall be placed in order of seniority on the layoff list. The term of eligibility of a laid-off employee shall be twelve (12) months from the date of layoff. Reinstatement shall be offered to those employees on the layoff list for the job classification from which they were laid off in descending order from top to bottom of seniority possessed at the time of layoff. No new employees shall be hired into positions represented by the Association until all employees, who have been laid off, are given a chance to accept recall to the County. Failure to accept recall within fourteen (14) calendar days shall cause the loss of recall eligibility. Recalled employees are required to have possessed any required certification at the time of the layoff and meet minimum standards for employment as a public safety officer under OAR 259.

Any person, who is subject to this section, shall promptly notify Marion County Human

Resources of any change in their current address. Any recall notices sent by the County to the person pursuant to this Article, shall be in writing and addressed to the last address. If the person does not receive the written mailed notice or does not respond within fourteen (14) calendar days of this mailing, then the person waives all rights to recall under this Article.

Section 6. When employees are laid off, reserves will not be employed on an extended basis to avoid recalling laid off employees.

ARTICLE 28 – GENERAL PROVISIONS

Section 1. No Discrimination. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, disability, national origin, sexual orientation, Association membership, or political affiliation.

Section 2. Bulletin Boards. The Employer agrees to authorize the use of available bulletin board space in convenient places to be used by the Association in communicating with the employees.

Section 3. The electronic mail system and the fax machine may be reasonably used by the Association representatives for Association purposes.

ARTICLE 29 – TUITION ASSISTANCE

Section 1. Tuition aid is defined as full or partial payment or reimbursement for the costs of training sessions, classes or formal academic course work pursued on a part-time basis either during or after normal working hours.

Section 2. When an employee is assigned to attend, on a part-time basis, designated courses either during or after regular working hours, the employee shall be reimbursed for all of the costs of course registration and necessary travel expenses. Employees will cooperate in pooling rides when such pooling is available.

Section 3. Requests for tuition aid shall be submitted to the Sheriff for approval or disapproval prior to enrollment by the petitioning employee. Approved tuition aid will be provided for one-half (½) the cost of the course registration fee to the employees who successfully complete ("C" grade or better or a pass grade in pass/fail course) classes for the purpose of self-development, when such training will also be beneficial to the Employer.

Section 4. In instances where the work of the Employer will not be seriously handicapped by the temporary absence of an employee, a leave of absence without pay of appropriate duration may be granted by the governing body upon request. Request for such leave must be in writing. Leave granted under this section will normally not exceed one (1) year.

ARTICLE 30 – OUTSIDE EMPLOYMENT

The Sheriff may approve outside employment when such employment does not detract from the efficiency of the employee's county work, and does not conflict with the interest of Marion County or is not a discredit to the County.

ARTICLE 31 – ASSOCIATION REPRESENTATIVES

Section 1. The employees in the bargaining unit shall be allowed Association representatives. The Association shall notify the Employer of the employees who will act as Association representatives.

Section 2. Association representatives shall be granted reasonable time off during regular scheduled working hours without loss of pay or other benefits to investigate and process grievances when such investigations and processing of grievances does not interfere with departmental operations.

Section 3. There shall be no reprisal, coercion, intimidation, or discrimination against an Association representative for the conduct of the function described herein.

Section 4. For the purpose of this section, such Association representatives shall be limited to five (5). The Association shall keep the Employer informed as to the names of employees designated as Association representatives and stewards by sending a complete list of names to Chief Human Resources Officer and to the division commander of those employees so designated.

Section 5. Release time shall be provided for no more than five (5) employees to participate in negotiations as Association representatives. Release time shall be paid at the employees' hourly rate for the actual time released from their regularly scheduled work for employees working a set schedule or for no more than actual time spent in negotiations for employees working a flexible schedule. No other pay shall be provided to any other employee for participating in negotiations. Negotiations as used in this section shall mean scheduled formal sessions with the management bargaining team, including mediation.

Section 6. Subject to the operating needs of the department, five (5) Association representatives shall be granted unpaid leave, not to exceed two and one-half (2½) hours per month, per representative.

ARTICLE 32 – SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure. Any grievance or dispute, which may arise between the parties with regard to the application, meaning or interpretation of this agreement shall be settled in the following manner:

STEP 1:

Should an employee or an Association representative believe that their rights under this agreement have been violated, they shall, together with their Association representative, file a written grievance within twenty-one (21) calendar days of the date of such grievance or knowledge thereof. The grievance shall be e-mailed or hand-delivered directly to the undersheriff. Grievances sent via interdepartmental mail will not be accepted. The grievance shall include:

- A. The name and position of the employee by or on whose behalf the grievance is brought;
- B. The date of the circumstances giving rise to the grievance and the date of the employee's first knowledge thereof, if later;
- C. A clear and concise statement of the grievance, including the relevant facts necessary to a full and objective understanding of the employee's position;
- D. The specific provision or provisions of the agreement violated;
- E. The remedy or relief sought by the employee; and
- F. The signature of the person submitting the grievance and such person's name and position if other than the aggrieved employee.

Within twenty-one (21) calendar days of filing the grievance, a meeting shall be convened between the grievant, the Association and the Employer to discuss the merits of the grievance. Each party is entitled to have as many individuals present at the meeting as are necessary to resolve the grievance. Within seven (7) calendar days of this meeting, the Sheriff or their designee shall submit their response in writing to the Association and the grievant by e-mail or hand delivery.

STEP 2:

If the grievance remains unsolved, the Association may submit, by e-mail or hand delivery, the matter to binding arbitration within fourteen (14) calendar days of the date the response was received or due to be received. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Association within fourteen (14) calendar days after

notice has been given. If the parties fail to select an arbitrator, the state Employment Relations Board shall be requested by either or both parties to provide a panel of nine (9) arbitrators.

Both the Employer and the Association shall have the right to strike four (4) names from the panel. The parties shall flip a coin to determine who shall strike the first name, and then they shall alternate striking names until only one (1) name remains on the list. The remaining name shall be the arbitrator. For disciplinary grievances involving an alleged violation of Article 27 for law enforcement officers (as defined by ORS 131.930) the Employment Relations Board shall be requested to appoint an arbitrator pursuant to the process established in ORS 243.808-812.

The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the hearing or receipt of closing briefs. The power of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated and to resolve the grievance within the terms of this agreement.

The decision of the arbitrator shall be binding on both parties. The cost of the arbitrator shall be borne by the loser who must be designated by the arbitrator. Each party shall be responsible for the cost of presenting its own case to arbitration.

Section 2. The parties may agree to mediate all unresolved grievances with the assistance of the Employment Relations Board Conciliation Service. Mediation may be requested after the notice of intent to arbitrate is filed but before the arbitration date.

Section 3. Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties.

ARTICLE 33 – LIABILITY INSURANCE

All members of the bargaining unit are covered by the provisions of the Oregon Tort Claims Act as amended.

ARTICLE 34 – TRAINING

- A. A minimum of forty (40) hours of in-service training shall be mandatory for all DPSST certified personnel. Of the forty (40) hours of in-service training provided to DPSST-certified personnel, a minimum of twenty (20) hours of training shall qualify for advancement toward DPSST certification.
- B. For training scheduled by management:
1. An employee may be scheduled for training on a regular day off. The employee will receive a personal day off to be used within the calendar year or will be paid overtime. If paid, training will be paid on an hour-for-hour basis and, if eligible for overtime pay under this agreement, will be paid at time-and-one-half. An employee ordered by a supervisor to train in a period of less than four (4) hours on a day off shall receive a minimum of four (4) hours overtime pay. The personal day shall be scheduled in accordance with supervisor approval and in a manner that will provide adequate staff to maintain service.
 2. The in-service training schedule shall be published thirty (30) days in advance of the training.

ARTICLE 35 – SCOPE OF AGREEMENT

This document constitutes the sole and complete agreement between the Association and the Employer and embodies all the terms and conditions governing the employment of employees in the negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is or may be subject to negotiation. Standards of employment related to wages, hours and working conditions that constitute mandatory subjects of bargaining shall be continued at not less than the level in effect at the time of the signing of this agreement.

ARTICLE 36 – DEMOTIONS INTO THE ASSOCIATION’S BARGAINING UNIT

The Sheriff may elect to demote for cause or budgetary reasons a certified supervisor to the bargaining unit provided there is a vacant position available. No Association member will be laid off, directly or indirectly, to allow a supervisor to demote into the Association’s bargaining unit.

Any person demoted into this bargaining unit within one year of promotion, will revert back to the Association seniority in place upon promotion.

ARTICLE 37 – DRUG AND ALCOHOL TESTING

Section 1. The parties agree there will be no random drug testing of employees other than those employees required to maintain a commercial driver's license (CDL).

Section 2. When the Employer has reasonable suspicion, as defined in section 3, to suspect that an employee is under the influence of alcohol, drugs or other controlled substances, the Employer may require the employee to undergo drug and/or alcohol testing.

Section 3. Reasonable suspicion means an objective belief based on specific, articulable observations of an employee's condition, behavior, or performance that the employee may be under the influence of alcohol, drugs, or other controlled substances. Examples include, but are not limited to, unusual behavior, slurred speech, poor coordination, slow reaction time, unexplained or reoccurring accidents or injury, appearance, or odors of an alcoholic beverage.

Section 4. Reasonable suspicion testing will be by breathalyzer, blood or urine sample analysis.

Alcohol testing will be conducted by use of a breathalyzer. Drug testing will be conducted by a certified laboratory analysis of a urine or blood sample. Blood and urine testing shall be conducted by selected laboratories which are licensed and operate in accordance with ORS 438.010 or OAR 333-24-305 through 350. Any affected employee will be provided with paid release time to obtain a second test by their own physician or laboratory. The Employer also reserves the right to test for use of controlled substances as a condition of initial appointment to any position involving law enforcement or institutions personnel.

Section 5. Whenever reasonable suspicion testing is required of an existing employee, the Employer shall notify the Association agent. The Employer shall provide the Association with information, facts, evidence, etc., which supports the need for such testing.

Section 6. The Employer's Drug and Alcohol Use and Testing Policy shall not be interpreted in a manner that conflicts with this article.

ARTICLE 38 – FITNESS FOR DUTY TESTING

From time to time the Sheriff may require an employee to undergo psychological or physical evaluations to ensure an employee is fit to perform the duties of their position or to monitor the welfare of the employee after critical incidents. The Employer may require the employee to report to a physician or clinician to perform the evaluations. Prior to the evaluation, the employee will be given a written explanation, citing specific performance or behavioral issues requiring the need for a fitness for duty evaluation. If the reason for an evaluation is simply a statutory requirement, for example SB111, the written explanation will state the purpose. In all cases required evaluations will strictly be limited to bona fide business needs and never as discipline.

The physician or clinician will report the results of the test to the county and the employee. The only information, which the physician or clinician may release, is whether the employee is fit or unfit for duty or whether the employee requires modified work conditions. If the physician or clinician believes the employee is fit for duty but needs modified work conditions, the physician or clinician may indicate what modifications are necessary and the extent or duration projected of the modification. The physician or clinician will keep all data that has been made available to him confidential and not release it to any of the parties, except the employee and treating physician or clinician if requested in writing consistent with applicable state and federal regulations.

ARTICLE 39 – LIFE OF AGREEMENT AND TERMINATION

This agreement shall terminate June 30, 2026. If either party wishes to renew or modify this agreement as of its termination, the party shall give written notice of its intent to renew or modify to the other party by December 31 of the prior year. Negotiations shall begin at such time as agreed by the parties. The Agreement shall remain in full force and effect during the period of such negotiations. There shall be no retroactive effect of any provision of this Agreement, except as specifically provided.

Letters of Agreements

Any letters of agreement must be signed by the chief administrative officer, Sheriff, Chief Human Resources Officer or designee, and the designated representatives of the Association to be valid. These agreements shall be attached and made part of the labor Agreement. Any electronic copies of the labor Agreement shall include all such letters of agreement.

ARTICLE 40 – SAVINGS CLAUSE

Should any section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, be in violation of or made illegal through enactment of federal or state law, or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 41 – DEFINITIONS

Unless another meaning is specifically provided in a given article or section, the following definitions apply to these terms as used throughout this agreement:

“Association Seniority” means seniority based on promotion or hire date into the bargaining unit. Association seniority at the time of ratification shall be time of service as a sergeant prior to the formation of the bargaining unit. An employee’s seniority date will be the day they are promoted or hired. If more than one (1) employee is promoted or hired on the same day, seniority will be based upon the finishing order in the promotional process.

The parties shall jointly update the Association seniority list quarterly each year to be used for annual shift/vacation bidding. For layoff, see Article 28 of this agreement.

“Continuous Service Date” is the first day of employment for all employees hired after the implementation of Marion County’s Oracle system on January 1, 1999. The county bases the continuous service date for employees hired before the implementation of the Oracle system on the time of the month in which the employee was hired. In this case, the continuous service date for an employee hired on the first of the month is the employee’s actual hire date. The continuous service date for an employee hired mid-month is the first of the month following the employee’s hire date. Continuous service date is subject to the following adjustments:

- adding one month for each calendar month during which the employee was on unpaid leave status for more than ten workdays.
- for prior service following reappointment within twelve months of separation under the Marion County Personnel Rules.
- adding one month for each calendar month during which the employee was off the payroll for more than ten workdays.

The Employer will not adjust the continuous service date for employees on unpaid military leave, Workers’ Compensation, or family medical leave.

“Continuous service” is county service unbroken by an absence without pay of more than ten workdays in a calendar month.

“County seniority” means length of service as measured by an employee’s continuous service date.

“Day” means calendar day.

“Job assignment” refers to an employee’s particular set of duties assigned by the Sheriff. This definition does not alter the Sheriff’s right to modify, add, or delete job assignments or duties within a job assignment.

“Office” or “department” means the Marion County Sheriff's Office.

“Pay period” is a designated bi-weekly period for calculating compensation.

IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of _____ 2026.

FOR THE ASSOCIATION

Todd Moquin, Sergeant
MCSSA President

FOR THE EMPLOYER

Kevin Cameron, Chair

Colm Willis, Commissioner

Danielle Bethell, Commissioner

Jan Fritz
Chief Administrative Officer

Nick Hunter, Sheriff

Salvador LLerenas
Chief Human Resources Officer

Attachment for Board Session Agenda Review Form
Titled *Consider Ratification of the Marion County Sheriff Sergeants Association Collective Bargaining Agreement for 2024-2026*

Financial Impacts

(Approximate Costs)

Health Insurance Contributions:

- 95% employer paid premium effective CY 2027
- One-year cost will be available no later than September 2026

COLAs for FY 24-25 and FY 25-26:

- 4% effective and retro to 7/1/24 and 3% effective and retro to 7/1/25
- Two-year cost with merit impact is approximately \$373,282

PERS Police & Fire: **\$112,657**