



CLATSOP COUNTY BOARD OF COMMISSIONERS

“Neighbor to neighbor, serving Clatsop County with integrity, honesty and respect”

Scott Lee, Dist. 1 – Chairman
Dirk Rohne, Dist. 4 – Vice-Chairman
Sarah Nebeker, Dist. 2
Lisa Clement, Dist. 3
Lianne Thompson, Dist. 5
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Work Session/Regular Meeting

August 24, 2016

Judge Guy Boyington Building, 857 Commercial, Astoria

Work Session: 4:30pm

Work Sessions are an opportunity for Board members to discuss issues informally with staff and invited guests. The Board encourages members of the public to attend Work Sessions and listen to the discussion, but there is generally no opportunity for public comment. Members of the public wishing to address the Board are welcome to do so during the Board’s regularly scheduled meetings held twice monthly.

Topic

- a. Mental Health

Regular Meeting: 6:00pm

The Board of Commissioners, as the Governing Body of Clatsop County, all County Service Districts for which this body so acts, and as the Clatsop County Local Contract Review Board, is now meeting in Regular Session.

1. FLAG SALUTE
2. ROLL CALL
3. AGENDA APPROVAL
4. PROCLAMATION
 - a. National Preparedness Month.....{Page 1}
5. **BUSINESS FROM THE PUBLIC** - *This is an opportunity for anyone to give a 3 minute presentation about any item on the agenda (except public hearings) OR any topic of county concern that is not on the agenda. People wishing to speak during Business From The Public must fill out and sign a Public Comment Sign-in Card.*
6. **CONSENT CALENDAR**
 - a. Approve the 2016-17 budget & appropriation adjustments{Page 5}
 - b. Approve the 2016-17 Veterans Service Contract{Page 9}
 - c. Board of Commissioners Meeting Minutes 7-13-16.....{Page 15}
 - d. Board of Commissioners Meeting Minutes 7-27-16.....{Page 21}
 - e. Public Recreation Facility License renewal for Bornstein net pen site.....{Page 25}
 - f. Public Recreation Facility License renewal for Tide Point net pen site.....{Page 35}
7. **BUSINESS AGENDA**
 - a. Determine the scope of review for an appeal of a Planning Commission Decision....{Page 43}
 - b. Approval of Oregon Nurse’s Association collective bargaining agreement{Page 58}

8. COMMISSIONERS' REPORTS

9. COUNTY MANAGER'S REPORT

10. ADJOURNMENT

**Complete copies of the current Board of Commissioners meeting agenda packets can be viewed at:
*Astoria Public Library - Seaside Public Library - Board of Commissioners Office***

Agenda packets also available online at www.co.clatsop.or.us

This meeting is accessible to persons with disabilities. Please call 325-1000 if you require special accommodations to participate in this meeting.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 24, 2016

Issue/Agenda Title: National Preparedness Month

Category: Proclamation

Prepared By: Tiffany Brown

Presented By: Scott Lee

Issue before the Commission: Adopt and read the proclamation.

Informational Summary: National Preparedness Month was originally created by the Federal Emergency Management Agency's (FEMA) *Ready* Campaign in response to the tragic events of 9/11 in order to educate the public on how to prepare for emergencies. It has become a nationwide, coordinated effort sponsored by the U.S. Department of Homeland Security each September to encourage Americans to prepare for emergencies in their homes, businesses and schools.

This September marks the 15th anniversary of the 9/11 attacks, and the campaign this year will focus on weekly themes relating to their primary message from previous campaigns: "Don't Wait. Communicate. Make Your Emergency Plan Today."

For several years running, the *Ready* Campaign and its partners have received a Presidential proclamation designating September National Preparedness Month (NPM). State and local government, including Oregon and Clatsop County, have followed suit and also provided proclamations raising awareness for emergency preparedness in their respective jurisdictions.

Emergency preparedness is the responsibility of every citizen of Clatsop County. It takes a team effort to ensure that we are ready for any disaster. The *Ready* Campaign and Clatsop County encourage everyone to participate in preparedness activities and to get their families, businesses, neighborhoods, and communities prepared.

Fiscal Impact: None.

Options to Consider:

1. Approve the Resolution & Order and read the Proclamation.
2. Approve the Resolution & Order with changes
3. Do not approve the Resolution & Order

Staff Recommendation: Option 1

Recommended Motion: *“I move to approve the Resolution & Order proclaiming September 2016 to be National Preparedness Month and authorize the Chair to sign then read the Proclamation.”*

Attachment List: National Preparedness Month R&O and Proclamation

THE BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

IN THE MATTER OF PROCLAIMING)
SEPTEMBER 2016 TO BE NATIONAL) RESOLUTION AND ORDER
PREPAREDNESS MONTH)

WHEREAS: Adequate emergency preparation for a natural disaster, major disease outbreak, terrorist attack or other large-scale emergency is vital to the health and well-being of every Oregonian.

WHEREAS: "National Preparedness Month" creates a significant opportunity for every citizen of Clatsop County to learn more about ways to prepare for all types of emergencies; and

WHEREAS: A collaborative effort is needed among the Whole Community-- including citizens, governmental agencies, city and county government, private sector, nonprofit organizations and local partners-- for emergency planning and preparedness to plan before a disaster occurs, reducing the risk to lives and property; and

WHEREAS: Clatsop County Emergency Management has made it a top priority to conduct outreach and educate the citizens of Clatsop County about the importance of preparing for emergencies; and

WHEREAS: Preparedness is the responsibility of every Clatsop County resident, and all citizens are urged to make preparedness a priority by taking four simple steps: (1) Make an Emergency Supply Kit; (2) Make a Family Emergency Plan; (3) Be informed about the types of emergencies which occur in Clatsop County; and (4) Get involved with local preparedness organizations; and

WHEREAS: Clatsop County and its cities are taking steps to train, educate, prepare, and equip their constituents for disaster events; and

WHEREAS: The Board supports initiatives to help citizens, businesses, agencies and other response partners in response to a major earthquake and tsunami in Oregon.

NOW, THEREFORE, BE IT RESOLVED that the Clatsop County Board of Commissioners, hereby proclaims September 2016 to be

"NATIONAL PREPAREDNESS MONTH"

and encourages all citizens and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared society.

DATED this 24th day of August, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR CLATSOP COUNTY, OREGON

Scott Lee, Chairperson

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 24, 2016

Issue/Agenda Title: Approve the 2016-17 budget and appropriation adjustments as required by ORS 294.463.

Category: Consent Calendar

Prepared By: Monica Steele, Budget & Finance Director

Presented By: Monica Steele, Budget & Finance Director

Issue before the Commission: Approve the 2016-17 budget and appropriation adjustments as required by ORS 294.463.

Informational Summary: Attached is the R&O required by ORS 294.463 for budget adjustments for fiscal year 2016-2017. These adjustments are required to avoid being in violation of budget law due to unanticipated increases in costs associated with an increase in the Veteran's Services Contract for the 2016-17 fiscal year, in addition to costs associated with a change in how program services will be delivered under an IGA with the Oregon Youth Authority.

The need for the budget adjustment is further explained in the attached Schedule "A".

Fiscal Impact: The potential fiscal impact is \$0 as these adjustments are within funds that either have adequate budgeted contingency and therefore the adjustment is for appropriation authority only, in addition to an increase in revenues.

Options to Consider:

1. Approve the year-end budget and appropriation adjustments as required by ORS 294.463.
2. There are no other options to consider.

Staff Recommendation: Option #1

Recommended Motion: "I move that the Board approve the year-end budget adjustments to remain in compliance with Oregon budget law per ORS 294.463."

Attachment List: Schedule "A" Appropriation adjustments

Schedule A

2016-17 Budget Adjustments

I. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATIONS BETWEEN ORGANIZATIONAL UNITS WITHIN A FUND

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Dues & Special Assessments 001/1990/82-2464	\$1,150	
Dues & Special Assessments 001/1990/82-2468	\$16,100	
Appropriation for Contingency 001/9900/82-9901		\$17,250

Comment: This adjustment is due to an increase in the Veteran's Services Contract amount for the 2016-17 fiscal year which the county pays a matching portion of. There will be an increase in revenue of \$11,490 to offset a portion of this increase in appropriation authority.

II. ADJUSTMENTS INVOLVING A TRANSFER OF APPROPRIATION AUTHORITY BETWEEN CATEGORIES WITHIN AN ORGANIZATIONAL UNIT

<u>ORGANIZATION UNIT/FUND</u>	<u>INCREASE</u>	<u>DECREASE</u>
Juvenile Crime Prevention 020/2170/82-2146	\$34,600	
Appropriation for Contingency 009/2165/82-9900		\$34,600

Comment: This adjustment is due to a change in how program services will be delivered. Revenue received from an IGA with the Oregon Youth Authority will be used to purchase direct services for probation youth. This expense will be offset by revenues and is for appropriation authority only.

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 24, 2016

Issue/Agenda Title: 2016-2017 Veterans Service Contract

Category: Consent Calendar

Prepared By: Theresa Dursse, Executive Assistant – Clerk of the Board

Presented By: Cameron Moore, County Manager

Issue before the Commission: Approve the FY 2016-2017 Veterans Services Agreement

Informational Summary: The Veterans Service Officer (VSO) provides aid and assistance to any veteran, the spouse or dependents of the veteran residing within Clatsop County.

Fiscal Impact: The Veterans Service contract is in the FY 2016-17 adopted budget in Dues and Special Assessments in the amount of \$70,824. The contract is funded by the Oregon Department of Veteran's Affairs (ODVA) in the amount of \$49,186. There is \$1152 carryover in the Veteran's Extended Outreach Grant. The county's match is \$20,486. Mr. Thomas has submitted an annual budget of \$69,672 and also an advertising budget of \$1152.

Options to Consider:

1. Approve the VSO contract
2. Do not approve the agreement

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve the 2016-17 Veterans' Service Agreement and authorize the County Manager to sign following the contract review process."*

Attachment List:

- A. VSO contract



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. Cl 103

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and Luke H. Thomas ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$69,672.00 to be paid to Contractor by County, \$1,152 of not to exceed amount to be used for Extended Outreach to Veterans. Contractor agrees to perform between **July 1, 2016 and June 30, 2017**, inclusive, the following specific personal and/or professional services:

Contractor agrees to act as County Veteran Service Officer, Providing assistance to veterans and their dependants residing in Clatsop County as follows:

- A. Provide aid and assistance to any veteran, the spouse or dependents of the veteran residing within Clatsop County, in applying for all benefits and aid to which they are entitled by federal, state or local laws, rules and regulations including:
1. Counseling clients to determine basic eligibility for benefits;
 2. Assisting in the preparation of applications for benefits;
 3. Referring clients to other sources of aid and assistance including employment opportunities as appropriate;
 4. Maintaining accuracy of records of persons served and type of assistance provided, with records to be stored by County;
 5. Providing out of office assistance to persons unable to travel to the office for reasons of age or infirmity;
 6. Counseling and claims assistance to hospitals, nursing homes and other agencies serving veterans;
 7. Increasing public awareness of benefit and employment services available to veterans and veterans' dependents through advertisement and promotion of local program services;
 8. Coordinate with the DAV/North Coast Disabled Veterans Medical Transportation Service, to arrange transportation for veterans and dependents that lack transportation to facilities;
 9. Prepare and submit written quarterly reports to the County and Department of Veterans Affairs describing the services provided to veterans and their spouses or dependents and complete and submit to the County a detail of activities and expenditures using the Oregon

Department of Veteran's Affairs Quarterly Report of Activities form; and

10. Process telephone calls, mail and assist veterans and their dependents with a variety of functions, including but not limited to loan applications, appeals, interviews, mail, power of attorney, etc.

- B. Attend two training conferences each year and any other training that is required by the Oregon Department of Veterans Affairs.

Payment Terms: Subject to availability of funds, County shall provide quarterly payments in the amount of **\$17,418.00** to Contractor upon receipt of payment from the State of Oregon Department of Veteran's Affairs (State), for rendering the services listed in this Contract. Contractor shall not expend funds on the delivery of a service in excess of the amount reasonable and necessary to provide quality service. Funds may only be used for the delivery of required services, in the amount established for that service. The amount of these quarterly payments will be the amount received by County from State. County will not pay unless and until funds are received from State. The maximum total amount of funds to be paid to Contractor for the period of this Contract shall not exceed the Amount County receives from State. Contractor acknowledges that Contractor's completion of State required reports is a prerequisite for payment of funds and State will not pay unless such reports are timely filed. **In addition to the quarterly payments, an amount not to exceed \$1,152.00 was carryover and is to be expended for Extended Outreach to Veterans for fiscal year 2016-2017. Payment for Extended Outreach will be made upon receipt of invoice detailing such activities.**

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;
 - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
 - f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
 - g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall

be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.

6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.

7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$500,000 for property damage and minimum of \$650,000 per person for bodily injury and no less than \$1,300,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows:

_____ (approved by County Counsel) _____ (Contractor's Initials) _____

9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.

10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- b. Upon fifteen (15) calendar day's written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.

13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

15. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this

Agreement.

16. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

17. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.

18. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

This Agreement will not be effective until approved by the County Manager.

FOR COUNTY:

FOR CONTRACTOR:

Cameron Moore
County Manager

Date

Luke H. Thomas
Contractor

Date

1319 Bailey Ln
Gearhart, OR 97138

Social Security No. or
Tax Identification Number: _____

**Clatsop County Board of Commissioners
Regular Meeting
July 13, 2016**

Chair Scott Lee called the meeting to order at 6:00 pm., in the Judge Guy Boyington Building, 857 Commercial Street, Astoria, Oregon. Also present were Commissioners Sarah Nebeker, Lisa Clement, and Lianne Thompson and Dirk Rohne.

Staff Present:

Cameron Moore	County Manager
Heather Reynolds	County Counsel
Michael Summers	Public Works Director
Ted McLean	Assistant Public Works Director
Kathi Mattinen	Fair Manager
Michael McNickle	Environmental Health Supervisor
Robin Koch	Human Resources & Risk Management Director
Bart Catching	Code Enforcement

AGENDA APPROVAL

Lee asked to amend the agenda and pull consent items 6e & 6f and move them to business agenda 8b & 8c. Rohne requested a brief presentation from the Fair Manager, Kathi Mattinen as 4c. Nebeker made and Clement seconded a motion to approve the amended agenda. Motion carried unanimously.

PRESENTATION

a. Clatsop Economic Development Resources

Kevin Leahy, Clatsop Economic Development Resources Executive Director (CEDR) addressed the Board with an update. Leahy gave results from Clatsop Community College’s Small Business Development Center (CCC SBDC) performance recap:

- Counseling Clients: 230
- Counseling Hours: 1799
- Long Term Clients: 86
- Training Events: 75
- Training Attendance: 680
- Total Jobs Created/Retained: 71
- Capital Formation: \$2,757,510
- Increased Sales: \$987,813
- Business Starts: 12
- 10-99 Employees Counseled: 14

CEDR has a new full-time lead advisor for the CCC SBDC. In the 2015-16 year there were 12 businesses enrolled in the Small Business Management class. The 2016-17 program kicks off on September 1st for a ten month period. The CCC SBDC was the winner of the Small Business Administration State of Oregon “Excellence & Innovation award and the Region X “Excellence & Innovation Award” for the states, Alaska, Idaho, Oregon & Washington. Leahy is asking the Board to approve the \$70,000 annual county contribution to CEDR. A CEDR Awards Event was

1 held March 16, 2016 and ten awards were given out to businesses throughout the county. The
2 Clatsop County job fair was very successful; there were 68 employers that participated with over
3 700 students in attendance. This created immediate job opportunities. CEDR has just secured
4 \$6000.00 in grant funding for next year's job fair. They are hoping to include not only high
5 school students but also adult job seekers. The CEDR Board gave the commissioners a letter of
6 support for the Richard Krueger project. Leahy said affordable housing is essential and there
7 needs to be a solution of this issue in the county. CEDR and the county have been trying to find a
8 solution to the environmental issues facing Astoria Marine Construction Company (AMCCO).
9 Most recently, there was a letter sent to Bob Williams, lead project coordinator of DEQ, to
10 request a 5-10 year moratorium on the closure. This repair facility needs to remain in the county;
11 fishing is a very important part of the economy. Leahy said the annual leader's tour is scheduled
12 for October 5th with the theme "Forest Protection & Enhancement." OSU has recently hired a
13 newly created fisheries position in Clatsop County, and CEDR will work with that individual to
14 form a committee to showcase the importance of the seafood and seafood processing industry to
15 the economy. Leahy is a member of the newly formed Northwest Regional STEM partnership to
16 determine regional priorities and action planning that will grow economic development in the
17 region. Leahy is also asking the committee to focus on the "A" in S.T.E.A.M, for the arts. Leahy
18 presented the Board with the CEDR approved budget for 2016-17. CEDR is working on a
19 regional strategic plan to work together on the North Coast Business Park, City of Warrenton and
20 the airport. Thompson said it is a pleasure to work with Leahy. Nebeker commended Leahy for
21 pushing to add "A" to the STEM for the arts. Nebeker asked if the task force for housing
22 included both affordable and workforce. Leahy said their focus is working on housing for the
23 workforce. Nebeker asked if the money received from the different cities is ongoing. Leahy said
24 the money has been contributed for the last five years. Lee thanked Leahy for his work on the
25 AMCCO issue and taking leadership.

26
27 b. Transportation Project Priorities
28 Michael Summers, Public Works Director, and Ted McLean, Assistant Public Works Director,
29 addressed the Board about transportation project priorities for the county. Summers named some
30 areas for improvements: Westport Ferry Road/Old Mill Town; Taylorville Road; Miles Crossing
31 Intersection; Ridge Road, Columbia Beach and Delaura Beach Intersection; Stavebolt Bridge
32 Realignment; John Day River Rd Culvert; and an Alternate Route Feasibility Study. McLean
33 stated they have been studying creating evacuation and alternate routes in the county for safety,
34 heightened awareness of Cascadia events, Hwy 101 and Hwy 30 traffic congestion and logistical
35 support of all areas in the county. The Lewis & Clark Mainline Road is less prone to slides and is
36 the back bone to the evacuation routes. McLean said the Lewis & Clark Road would not survive
37 a Cascadia event. The Fletcher Mainline route can serve as an evacuation route for residences of
38 Warrenton, Surf Pines, Sunset Lake and Cullaby Lake. The Pipeline route is an existing county
39 road that can be used to get from Hwy 30 to Hwy 202 as an evacuation route. McLean said all
40 these routes would benefit emergency services and logistical support to the county. The Public
41 Works Facility is in the inundation zone which contains important documents and the majority of
42 the equipment. McLean said moving out of that site should be a priority. The total cost
43 associated with these projects is approximately \$47 million dollars. This would add 40 miles of
44 road to the county. Summers would like to conduct a work session in the fall to discuss
45 strategies, funding options and an implementation plan. Summers recently applied for a planning
46 grant through Oregon Department of Transportation (ODOT) to study tsunami evacuation

1 facility planning. Lee liked this plan and the next step would be to figure out how to pay for it.
2 Rohne said the Westport community was excited about the possibility of improving their area.
3 Thompson asked why the route stops short of Hwy 26 near Seaside. McLean said there is some
4 terrain that becomes very steep. Rohne asked if the roads can currently be utilized by emergency
5 services. McLean said they can be utilized but a lot of the availability is through a key entrance.
6 Summers said that usually the fire districts have keys to those areas. Nebeker said this is
7 excellent proactive thinking and a great start.

8
9 c. Fair Manager

10 Kathi Mattinen, Fair Manager said the Fair is coming up August 2-6 with extended hours from
11 11am to 10pm. Mattinen reported that the admission prices are lower this year as a thank you to
12 the citizens of Clatsop County. Mattinen said they have invited Farmers Market vendors to
13 attend this year. There will be some special exhibits. The big event is the Craig Morgan concert
14 on Thursday, August 4th. Morgan had a family tragedy recently but still plans on performing.
15 Clement said she is very involved in the Fair and every year the livestock judges that come say it
16 is one of the best in the state. Clement said the entertainment has never matched the quality of
17 the fair and she is happy to see more entertainment this year.

18
19 **BUSINESS FROM THE PUBLIC**

20 Carolyn Eady, 1990 SE Sheridan, Astoria. Eady wanted to explain why she believes large old
21 trees are important. Eady said these trees are accelerating growth as they get older and are better
22 at absorbing carbon from the atmosphere. Eady said every other county in the Forest Trust Land
23 group already has many large, old trees but Clatsop County has virtually none. Eady said the
24 need to reduce carbon emissions quickly is urgent and evidence is mounting every day of the dire
25 consequences to the environment. Eady said there was a study done as recently as 2010;
26 everyone thought the forests in Western Oregon were absorbing much more carbon than they
27 were giving off. According to the study, they are the second or third largest contributor to carbon
28 emissions, only behind transportation and electricity use. Eady said the large old trees are
29 important and cutting them down doesn't make sense.

30
31 Helen Westbrook, 2860 Log Bronc Way, Astoria. Westbrook said Nebeker asked for more
32 information on what's going on at the Forest Trust Land Advisory Committee (FTLAC).
33 Westbrook said Thompson has asked for policies from the Board regarding forestry and has told
34 the FTLAC that she can't take a position because the Board hasn't taken a position. Westbrook
35 said Clatsop County has the highest volume in timber revenues and continues to be missing in
36 action at the FTLAC meetings. Westbrook is asking the Board to represent Clatsop County
37 clearly at FTLAC and that the Board strongly encourage ODF to minimize the spraying of
38 pesticides on any of the state forests and take a small step toward the recovery of threatened and
39 endangered species by not supporting the proactive wrecking of habitat through targeting older
40 largest trees.

41
42 **CONSENT CALENDAR**

43 *Thompson moved and Clement seconded a motion to approve the amended consent calendar.*
44 *Motion carried unanimously.*

- 45 a. Westport Ferry Ramp Fund Exchange Agreement with ODOT {Page 31}
46 b. Board of Commissioners Regular Meeting 5-25-16 {Page 39}

- 1 c. Westlaw online legal research subscription renewal 2016-19 {Page 43}
- 2 d. Approve Public Health Contract Amendment and Resolution & Order {Page 47}
- 3 ~~e. 2016 Hood to Coast Relay – County Road Event Application {Page 57}~~
- 4 ~~f. Approve Bike Rides NW Bicycle Tour County Road Event Permit {Page 99}~~
- 5 g. Approve contract for stage, sound & lighting for Clatsop County Fair {Page 123}
- 6 h. Agreement for Craig Morgan performance at the Clatsop County Fair..... {Page 131}
- 7 i. Approve the 2016-17 budget & appropriation adjustments {Page 159}

8
9 **PUBLIC HEARING**

10 a. Ordinance 16-04 Amending County Code to change On-Site Wastewater Management
11 Program Enforcement (Second Reading)
12 Michael McNickle, Environmental Health Supervisor, stated this is the second reading for the
13 adoption of the ordinance which will help the maintenance piece of the on-site sewage program.
14 Lee continued the public hearing on Ordinance 16-04 amending the county code to change the
15 on-site wastewater management program enforcement. Lee asked for public testimony. No
16 public testimony. Lee closed the public hearing. *Nebeker moved to adopt Ordinance 16-04*
17 *amending Clatsop County Code, Chapter 9.08 to change on-site wastewater management*
18 *program enforcement and conduct the second reading by short title only and Clement seconded.*
19 *Motion carried unanimously.* McNickle read the second reading by short title only.
20

21 **BUSINESS AGENDA**

22 a. Cost of Living Adjustment for Unrepresented Employees
23 Robin Koch, Human Services and Risk Management Director asked the Board for a cost of
24 living increase to the county’s unrepresented employees which are approximately 42 employees.
25 Koch recommends approval of a 2.5% COLA increase for the unrepresented employees effective
26 July 1, 2016. *Thompson moved to approve the Resolution & Order implementing a cost of living*
27 *increase of 2.5% for Clatsop County’s unrepresented, confidential and casual employees,*
28 *effective July 1, 2016 and Nebeker seconded. Motion carried unanimously.*
29

30 b. 2016 Hood to Coast Relay – County Road Event Application
31 Thompson complimented staff for the work on this project. Thompson asked if the
32 communication piece has been worked on and in the future if it could be included in the contract.
33 Catching asked for specific suggestions that could be a binding condition in the permit.
34 Thompson said social media is useful in these kinds of efforts and trusts the judgement of staff.
35 Catching said staff will craft an additional condition next year. Lee looked for a motion.
36 *Thompson moved to approve the county road permit for the 2016 Hood to Coast, Portland to*
37 *Coast Relays subject to the conditions and deposit recommended by staff and Nebeker seconded.*
38 *Motion carried unanimously.*
39

40 c. Approve Bike Rides NW Bicycle Tour County Road Event Permit
41 Thompson asked for the same stipulations in this contract regarding more communication.
42 Catching said this is the first time for this event and assumes they will run a good event.
43 *Thompson moved to approve the Large County Road Event Permit for the Bicycle Rides*
44 *Northwest 2016 Tour, subject to the conditions and deposit recommended by staff and Clement*
45 *seconded. Motion carried unanimously.*
46

1 **COMMISSIONERS' REPORTS**

2 Thompson attended the State Forest Advisory Committee meeting and also the forestry tour.
3 There was an emergency preparedness meeting at Fire Mountain School with 44 in attendance.
4 Bijan Fayyaz from Emergency Management gave a presentation. Thompson attended the Soil &
5 Water Conservation District (CSWCD) meeting. Clement said the CSWCD give a \$100.00
6 scholarship to a 4-H child each year.

7
8 Rohne was asked to serve on the Northwest Regional Senior & Disability Services Board. Lee
9 appointed Rohne as the new representative and thanked him for accepting.

10
11 Nebeker no report.

12
13 Clement gave an update on the fisheries and said it is very bleak right now. Clement is thrilled
14 about the fair coming up. Clement has received comments regarding the proposed housing
15 complex at Bella Ridge and stated she is referring everyone to the planning commission.

16
17 Lee participated in the CREST Executive Director review which is complete now. Lee attended
18 the Oregon Coastal Zone Management Association (OCZMA) meeting and led the executive
19 session which outlined some housekeeping duties. Lee said OCZMA continues to get grants and
20 funding to bring in students to work with OCZMA. Lee and Moore met with Fibre Federal
21 concerning several notes on properties that Fibre Federal needs clarification on. Lee said the
22 Clatsop County Housing Authority is on the right track. Lee said at the Northwest Oregon
23 Housing Authority (NOHA) meeting they said that as soon as Clatsop Shores is sold they are
24 ready to go with the merger. Lee said NOHA is looking for a new committee person from
25 Clatsop County to serve on the NOHA Board. NOHA is also looking for someone with legal
26 expertise to be the hearings officer for NOHA.

27
28 **COUNTY MANAGER'S REPORT**

29 Moore said Clatsop Behavioral Healthcare (CBH) is moving in a positive direction but feels the
30 commission, the CBH Board and the state agencies need to be on the same page and that the
31 commissioners make it clear what the expectations are for CBH. Moore hopes to schedule a
32 work session in August with all the parties. Thompson said she will be gone the first part of
33 August. Moore said Brian Mahoney, Public Health Director, will be retiring at the end of August
34 and they are beginning the recruitment for that position. Lee said Moore did a great job with his
35 role in moving CBH in a positive direction.

36
37 **ADJOURNMENT 7:26pm**

38
39 Approved by,

40
41
42
43 _____
Scott Lee, Chairperson

Clatsop County Board of Commissioners
Regular Meeting
July 27, 2016

Chair Scott Lee called the meeting to order at 6:00 pm., in the Judge Guy Boyington Building, 857 Commercial Street, Astoria, Oregon. Also present were Commissioners Lianne Thompson, Sarah Nebeker and Dirk Rohne. Lisa Clement was excused.

Staff Present:

Cameron Moore County Manager
 Monica Steele Budget & Finance Director

AGENDA APPROVAL

Nebeker made and Thompson seconded a motion to approve the agenda. Motion carried unanimously.

PRESENTATION

a. 4th Quarter Financials

Steele addressed the Board with the 4th Quarter Financial reports. Steele stated the presentation is reflective of the information available up through July 19th and some departments will continue to see expenses and revenues that will be reflected in the 2015-16 FY. At the end of the fiscal year, current year property taxes were 99.7% collected of the amount budgeted. Revenue collections for all funds through the 4th quarter was approximately \$43 million, this excludes beginning balances and transfers between funds. The General Fund revenue collection through the 4th Quarter was approximately \$19.7 million which excludes the beginning balance of \$5,039,870 and transfers in the amount of \$252,336. At the conclusion of the fiscal year total timber revenues received were \$5,065,495 which exceeded the overall budgeted amount by just over \$91,000. Overall timber revenues distributed to all taxing districts for the 2015-16 FY was \$23,582,049. Overall General Fund payroll for the fiscal year came in at 94.4%. The org units within the General Fund came in under the adjusted budgeted amount. The Board of Commissioners spent 80% of the budgeted amount. The total amount budgeted for Education & Training for the Board along with reimbursed travel was \$13,500; through the end of the fiscal year \$10,640 has been spent for such expenses. The construction of the Household Hazardous Waste Facility continues and is scheduled for completion during the 2016-17 fiscal year. The Roads Department budget is projected to come under budget with any remaining funds rolling into the 2016-17 beginning fund balance. For the 2015-16 fiscal year all funds came in under budget and many realized revenues greater than estimated. The Sheriff's office remodel is complete and staff will be moving both the administrative offices as well as the Parole & Probation offices out to the new Warrenton location in the coming month. Back in 2010 the county sold a property known as the Carlyle Apartments for \$825,000 with an agreement for the county to carry the loan. As of May 2nd the balance of this loan has been paid in full. These proceeds were redeposited into the Special Projects fund since this is where the original costs for the purchase originated. Steele said the new 2016-17 budget has been uploaded into the Budget Module. Thompson asked how the 99.7% collected for property taxes was so close to the budgeted amount. Steele said it was from the work of Suzanne Johnson, Assessment & Taxation Interim Director. Nebeker asked about the sale of the Carlyle Apartments. Reynolds said the City

1 of Seaside sold with reversionary interest in place and there was a lawsuit and eventually the
2 property came back to the county and then the county sold it. The county has now been paid off.
3

4 **BUSINESS FROM THE PUBLIC**

5 P. Mattson McDonald, 1591 Exchange, Astoria. McDonald said the Linn County lawsuit is a
6 classic fight between timber workers and fishermen right now. McDonald said there should be
7 no conflict of interest allowed on the Board of Forestry Board and when complex and older
8 forests are grown they are more resilient to fire.
9

10 Carolyn Eady, 1990 SE Sheridan, Astoria. Eady said she feels there is a disconnect between the
11 Board and the citizens who have tried to convey that there needs to be a position taken by the
12 Board on the forestry issue. Eady stated there is a real sense of urgency and importance on this
13 issue and says this is the best time to weigh in on keeping a balanced approach. Eady feels the
14 Board of Forestry is getting a one sided view of what is needed and wanted by the general
15 citizens. Clatsop County is a permanent member of the Forest Trust Land Advisory Committee
16 (FTLAC) and could really influence the outcome. Eady thinks if the county stood up there would
17 be an opportunity that other counties may also follow the lead of Clatsop County. Eady said
18 previous decisions may not reflect this current Board's position and the citizens have a right to
19 know what the Board is thinking.
20

21 Roger Dorband, 462 6th St., Astoria. Dorband brought a letter that he wrote and emailed a copy
22 to the Board of Forestry. Dorband doesn't feel the Board has been transparent and feels
23 Thompson has a conflict of interest being married to an Administrator from Linn County.
24 Dorband said he has been waiting for a response from the Board on their position on the forestry
25 issue. Dorband shares Eady's concerns about what the Board's stand is on the forest issues and
26 encouraged the Board to take a strong position on forestry.
27

28 Helen Westbrook, 2860 Log Bronc Way, Astoria. Westbrook asked that Clatsop County get
29 some representation to the FTLAC and the Board of Forestry. Westbrook met with County
30 Manager Moore who said he is already clear on what the forest policies of the Board are so why
31 risk making a decision only to make people angry. Westbrook said harvesting levels have been
32 unsustainable while pesticides are accumulating in watersheds and draining to fish bearing
33 streams. Westbrook said the largest oldest trees are being targeted for harvest to intentionally
34 destroy species habitat and threatened species are heading to the endangered category and
35 endangered species are heading to extinction. Westbrook is asking Clatsop County's
36 representative go to the FTLAC meetings and speak the policies the County Manager says have
37 already been established by the Board.
38

39 **CONSENT CALENDAR**

40 *Nebeker moved and Thompson seconded a motion to approve the consent calendar. Motion*
41 *carried unanimously.*

- 42 a. Approval of contract with Bio-Oregon for purchase of fish food {Page 15}
- 43 b. Workers' Compensation for Volunteers..... {Page 71}
- 44 c. Dispatch Services Agreement {Page 77}
- 45 d. Approval of contract with Emergency Responder Services, Inc. {Page 81}
- 46 e. IGA with State Marine Board for Waterborne Public Safety {Page 93}

- 1 f. Board of Commissioners Meeting Minutes 6-8-16..... {Page 127}
- 2 g. Board of Commissioners Meeting Minutes 6-22-16..... {Page 135}
- 3 h. Approval of 2016-17 non-profit funding agreement with CEDR..... {Page 141}

4

5 **COMMISSIONERS' REPORTS**

6 Lee read a report from Clement. Clement met with the Habitat Restoration Project Manager from
7 CREST in order get a feel for their take on the former governor's plan for gillnetting. The
8 manager could not speak for the entire organization of CREST but believed the plan is not
9 viable. Clement stated the goal of the Columbia River Gillnetter is not to rape the river of
10 salmon, but to have a sustained, managed fishery. Clement plans to continue the dialog between
11 local river restoration groups and the gillnetter. Clement asked people to attend the Clatsop
12 County Fair. The youth and their leaders have worked hard and this is their chance to show off
13 their yearly projects. There will be new exhibits, amazing famous entertainment, great food
14 booths and a wonderful beef BBQ right before the annual auction Saturday evening.

15

16 Nebeker no report.

17

18 Rohne attended the CEDR meeting which was devoted to the housing issue in the county. CEDR
19 has found businesses that wanted to open but their employees couldn't find a place to live.
20 Rohne said some obstacles were identified such as lack of buildable land; development costs can
21 be high and zoning doesn't always allow the flexibility to build. Rohne said Senator Johnson is
22 very aware of the zoning issues. Rohne suggested that employers donate money toward
23 workforce housing and then possibly use it as a tax incentive.

24

25 Lee read a memo he wrote on state forest management so the citizens would know what has been
26 said by the Board. Lee said the Board of Forestry has decided to explore a "land exploration"
27 approach in which some areas are designated for long term conservation and others for long term
28 production. The Board of Forestry has directed that a revised plan should include both increased
29 conservation and increased financial viability for the Department of Forestry. The Science Review Team
30 has recommended a minimum of 30% of the land be dedicated to conservation. Due to the fact that
31 Clatsop County produces more state forest timber than any county in the state, it is critical for Clatsop
32 County's distinct perspective to be heard and acknowledged. Lee said Clatsop County is on record
33 regarding these matters in several letters. The County will be very interested in the third party review of
34 the Division's inventory estimates and growth and yield modeling.

- 35 1) Clatsop supports balanced management that includes timber harvest, money to taxing
36 districts, recreation, and conservation measures.
- 37 2) The county supported the designation of 20% of the forest for high value conservation
38 areas. It supported durable and visible designations.
- 39 3) The county has not supported changes to the existing revenue distribution or revenue pooling
40 scenarios.
- 41 4) The county does not support increasing harvest in Clatsop County to pay bills for general
42 ODF management or for ODF management in other counties.
- 43 5) The county has supported exploring a habitat conservation plan to help ensure harvests are
44 not disrupted by litigation.
- 45 6) The county supports revenue diversification, including general fund support POP's for
46 recreation, the South Fork Prison Camp, and scientific monitoring, all of which benefit
47 Oregonians more broadly.

1 Lee asked Reynolds about the status of the Linn County lawsuit. Reynolds said the first round of motions
2 were argued and some motions are still under consideration. The judge ruled that only Linn County and
3 other counties, if it was determined to be a class action, would have a voice in the lawsuit. The motion on
4 whether the class is certified will be on the 17th and the decision may be a month after that. Lee said the
5 county wants a balanced management plan that acknowledges Clatsop County.

6
7 Thompson also attended the CEDR meeting and stated neighbors are concerned about their
8 homes and livability. There is a lack of available housing due to transient housing. Thompson
9 said they are looking at more density in appropriate areas to increase the sustainability. The City
10 of Cannon Beach is having a strategic plan open house on July 29th. Thompson attended the
11 Clean Treatment Center opening. Thompson spoke with the director who said they have more
12 people who need the services and have no place to live in the community once they leave the
13 program. The Community Action Team has submitted a grant to obtain more progress on what's
14 happening at Sunset Lake. Thompson introduced Senator Merkley at the town hall meeting who
15 talked about climate change, transportation, and what is important to the county.

16
17 **COUNTY MANAGER'S REPORT**

18 Moore stated they are working on completing negotiations with the nurses. Moore reminded the
19 Board that August 24th, there will be a work session on mental health.

20
21 **ADJOURNMENT 6:49pm**

22
23 Approved by,

24
25
26 _____
27 Scott Lee, Chairperson

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 24, 2016

Issue/Agenda Title: Public Recreation Facility License 20879-LI renewal for Bornstein net pen site

Category: Consent Calendar

Prepared By: Steve Meshke

Presented By: Steve Meshke

Issue before the Commission: Approval and signature of the new Public Recreation Facility License 20879-LI and termination of the current State Waterway lease for the Bornstein net pen site.

Informational Summary: The Clatsop County Fisheries Department maintains an Oregon Department of State Lands Waterway Lease for the net pen sites located in Youngs Bay. This waterway lease is required for the maintenance, repair, and operation of this net pen site which we call the Bornstein net pen site. In recent discussions with DSL they have allowed us to switch this State Waterway Lease to a Public Recreation Facility License. This new Public Recreation Facility License allows us to maintain the same project site at a fraction of the current lease cost. The current State Waterway Lease must be mutually terminated before the new Public Recreation Facility License may be entered. The term of this new Public Recreation Facility License 20879-LI is from August 1, 2016 until July 31, 2031.

Fiscal Impact: Currently there is an annual fee of \$2077.65 for this State Waterway Lease. Each year the State of Oregon increases this lease fee by 3%. By switching to the Public Recreation Facility License there is a onetime application fee of \$750.00 and no annual payments for the term of the license. Clatsop County Fisheries has already paid the \$750 application fee, so with the signing of the new Public Recreation Facility License there will be no further fees for this site until 2031. This will amount to a savings of over \$31,000 for the term of this license!

Options to Consider:

1. Board of Commissioners approves and authorizes the Chair to sign the new Oregon State Public Recreation Facility License 20879-LI and sign the mutual termination of current State Waterway Lease 20879-ML.

Staff Recommendation: Option #1

Recommended Motion: *“I move to approve and authorize the Chair to sign the Public Recreation Facility License 20879-LI and the mutual termination of State Waterway Lease 20879-ML for the Bornstein net pen site located in Youngs Bay”.*

Attachment List:

- A. Oregon Department of State Lands Termination of Waterway Lease 20879-ML
- B. Oregon Department of State Lands Public Recreation Facility License 20879-LI



Oregon

Kate Brown, Governor

Department of State Lands

775 Summer Street NE, Suite 100
Salem, OR 97301-1279
(503) 986-5200
FAX (503) 378-4844
www.oregon.gov/dsl

July 29, 2016

State Land Board

GEH410\20879-LI
CLATSOP COUNTY FISHERIES
ATTN STEVE MESHKE
2001 MARINE DR ROOM 253
ASTROIA OR 97103

Kate Brown
Governor

Jeanne P. Atkins
Secretary of State

Re: Waterway Lease 20879-ML
Termination of Current Lease/Execution of New License

Ted Wheeler
State Treasurer

Dear Steve:

The Department is preparing to execute a new Public Facility License (20879-LI) to replace the existing waterway lease on Youngs Bay, T08N, R09W, Section 17, Clatsop County. However, the current lease does not expire until July 31, 2030. In order to enter into this new license, the existing waterway lease must be terminated.

To accomplish this task we prepared the Termination Statement, below.

We request that you sign the Termination Statement to mutually terminate the current waterway lease for the purpose of entering into the new public facility license and term. Your agreement to terminate the old waterway lease is made contingent upon the Department issuing the new public facility license for your use area.

The Department will execute the mutual termination letter and the new license document simultaneously to avoid impacts to your continuing operation.

Termination Statement

We, the Clatsop County Fisheries, agree to mutually terminate the current state waterway lease (20879-ML, expiration date of July 31, 2030) contingent upon the successful execution of a new state public facility license, with the same number - 20879-LI - for a new term.

**STATE OF OREGON
DEPARTMENT OF STATE LANDS**

CLATSOP COUNTY FISHERIES

Authorized Signature

Authorized Signature

Date

Date

Printed Name

Printed Name

**STATE OF OREGON
DEPARTMENT OF STATE LANDS**

**Public Recreation Facility License
20879-LI**

The STATE OF OREGON, by and through its Department of State Lands (STATE), GRANTOR, does hereby grant to Clatsop County Fisheries, LICENSEE, a License for the construction, maintenance, repair, and/or replacement of a public recreational facility for the specific purpose of a net pen rearing site for producing salmon smolts for public use on the following described property, to wit:

All state owned submerged land in Youngs Bay located in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17, Township 8 North, Range 9 West, Willamette Meridian, Clatsop County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of Lot 16 of, Block 31 of Cases Astoria (Clatsop County Assessor's Map Number 8 9 17DC, Tax Lot 5800), on the North bank of Youngs Bay, that point also being approximately $123^{\circ}49'30.60''$ W Longitude and $46^{\circ}10'19.25''$ North Latitude;

thence East along the north lot line 20 feet, more or less;

thence riverward and perpendicular to the North lot line a distance of 255 feet to the TRUE POINT OF BEGINNING, that point also being approximately $123^{\circ}49'30.35''$ West Longitude and $46^{\circ}10'16.72''$ North Latitude:

thence riverward along a line perpendicular to the thread of stream a distance of 75 feet;

thence upstream and parallel to the thread of stream a distance of 180 feet;

thence shoreward along a line perpendicular to the thread of stream, a distance of 75 feet;

thence parallel to the thread of stream a distance of 180 feet, more or less, to the TRUE POINT OF BEGINNING,

containing 0.31 acres or 13,500 square feet, more or less, and as shown on the attached Exhibit "A."

Total number of acres: 0.31 more or less.

This description is used to establish the approximate location and extent of the area subject to this Department of State Lands authorized use and was not prepared by a licensed surveyor. All locations, bearings, and distances were developed in the Oregon Coordinate Reference System Standard: Oregon Statewide Lambert Conformal Conic, NAD 1983, International Feet, GRS 1980 Spheroid.

1. LICENSE TERM AND RENEWAL

The LICENSEE, subject to compliance with the terms and provisions of this License, shall have and hold the Licensed Premises for the purposes stated above for fifteen (15) years beginning August 1, 2016 and expiring on July 31, 2031.

The LICENSEE Shall have an option to renew this License for an additional period of 15 years after the original and each renewal license term provided that Licensee has submitted a completed license renewal application form to State not less than one hundred and eighty (180) days prior to the License Expiration Date. Upon receipt of such application, this License shall be renewed by State unless:

- a) State determines, in its sole discretion, that Licensee has not complied with the terms of this License, the applicable statutes and Oregon Administrative Rules; or
- b) Licensee is no longer the preference right holder as provided in ORS 274.040(1) and defined in OAR 141-082-0255; or
- c) State determines that the renewal of this License for all or any portion of the License area would be contrary to local, state, or federal law, or would be inconsistent with the policies set forth in OAR 141-082-0260.

2. CONSTRUCTION

Construction in navigable waters shall conform to standards and specifications set by U.S. Army Corps of Engineers or U.S. Coast Guard for the project. The bed and banks of the waterway shall be restored to a condition acceptable to the STATE as soon as construction or maintenance is completed. Any blasting construction shall be performed according to the laws of the state. Underwater blasting permits are required under ORS 509.140.

3. PREVENTION OF WASTE, DAMAGE AND INJURY

LICENSEE shall exercise reasonable diligence in its operation on and from said Licensed Premises; shall carry on all operations hereunder in a good and workmanlike manner having due regard for public safety and the prevention of waste and for the restoration and conservation of said Licensed Premises for future use, and shall take all reasonable steps to avoid damage to soil, timber, fish and fish habitat, wildlife and wildlife habitat and water quality of both ground water and surface water; shall make all reasonable efforts to minimize interference with existing navigational and recreational activities and scenic values; shall substantially restore the Licensed Premises to its original condition and shall do all things reasonably necessary to minimize erosion.

4. HAZARDOUS WASTE

LICENSEE shall refrain from storing on, or discharging from or onto, the Licensed Premises any hazardous wastes or toxic substances as defined in 42 USC§ 9601-9657, except as otherwise permitted by law.

5. COMPLIANCE WITH LAW

LICENSEE shall comply with all applicable federal, state, and local statutes, ordinances, rules and regulations in its use of the Licensed Premises. This License does not give LICENSEE permission to conduct any use on the Licensed Premises which is not in conformance with applicable land use requirements, and it is the LICENSEE's responsibility to determine and comply with those and all other requirements.

LICENSEE shall use the Licensed Premises only in a manner, or for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender or national origin.

6. DELIVERY OF PREMISES

Delivery of the Licensed Premises will occur upon the date of execution of this License. STATE will not provide a survey or pay any costs of a survey to determine boundaries. It is the LICENSEE's responsibility to make an accurate determination of the boundaries. The legal description provided by STATE is drawn from an assessor's map and/or other data deemed to be reliable. If LICENSEE elects not to have a survey performed and a discrepancy or boundary overlap later becomes evident, STATE, at its discretion, may provide a corrected description of the Licensed Premises.

7. ALTERATIONS AND IMPROVEMENTS

LICENSEE shall obtain the written consent from the STATE prior to making any alterations or additions to the Licensed Premises or improvements upon the Licensed Premises. Any removal/fill activity in the waters of the state shall require a permit from the Director in accordance with ORS 196-800 et seq.

8. ACCESS TO PROPERTY AND RECORDS

The STATE shall have access to the Licensed Premises at all reasonable times for the purpose of ensuring compliance with the terms and conditions of this License. The STATE shall have the right to examine pertinent records of LICENSEE for the purpose of ensuring compliance with the License.

Public access to the navigable waters must be maintained.

9. REPAIRS AND MAINTENANCE

LICENSEE agrees to make all repairs to the Licensed Premises which are necessary for the purposes set forth in this License. LICENSEE further agrees to maintain the Licensed Premises in reasonable safe condition during the period of this License. If LICENSEE fails to make the repairs required under this provision or fails to maintain the Licensed Premises in reasonably safe condition, STATE may revoke this License, provided LICENSEE fails to make the necessary repairs or perform the required maintenance within a reasonable time not to exceed thirty (30) days after written notification by STATE.

10. ASSIGNMENT OR SUBLETTING

LICENSEE shall not assign, mortgage, or sublet nor enter into any third party agreement respecting the License without first obtaining the prior written consent of STATE pursuant to the requirements of the applicable Oregon Administrative Rules. Requests must be in writing and must be received by STATE at least thirty (30) calendar days prior to the effective date of sublet or assignment. STATE reserves the right to condition its consent as it deems reasonably prudent, including the right to require changes to the terms of this License.

11. DEFAULT, NOTICE AND CURE BY LICENSEE

A default by the LICENSEE shall occur if any of the following shall occur and if said default shall continue and not be remedied within sixty (60) days after the STATE shall have given notice specifying the breach:

a. LICENSEE charging the public for use of the Licensed Premises (a nominal charge for maintenance costs of the Licensed Premises may be allowed with written approval of the STATE).

b. Failure of LICENSEE to comply with any term or condition imposed by the STATE in the License.

c. Failure of LICENSEE to use the Licensed Premises for the purposes authorized under the terms of the License.

d. LICENSEE maintaining a nuisance on the Licensed Premises.

e. Failure by LICENSEE to remove any lien or encumbrances placed upon the Licensed Premises.

12. TERMINATION UPON LICENSEE'S DEFAULT

In the event of a default by LICENSEE, the License may be terminated at the option of STATE by thirty (30) days advance notice in writing to LICENSEE. In the event the License is terminated by either party, all remedies afforded under this License shall survive such termination. LICENSEE shall have sixty (60) days after date of termination to remove all fixtures and property from the Licensed Premises and to restore the Premises to its original (natural) condition. Failure to remove such items and restore the Premises within the sixty (60) day period will result in assignment of the file to the Department of Justice.

13. TERMINATION UPON MUTUAL CONSENT

This License may also be terminated by mutual written consent of LICENSEE and STATE.

14. INDEMNIFICATION

LICENSEE shall perform the services under this License as an independent entity. LICENSEE and STATE each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

15. RESERVATIONS

The interest of LICENSEE under this License shall at all times be subject to STATE's right to grant rights-of-way in and over said Licensed Premises or a portion of the Licensed Premises for other purposes, including but not limited to, railroads, telegraph and telephone lines, pipelines, irrigation or other water canals and ditches, and to STATE's right to lease all or part of the Licensed Premises for the exploration, discovery, development and production of oil, gas, or minerals of any nature whatsoever, provided the right-of-way or lease does not unreasonably interfere with the purpose of this License.

16. NON WAIVER

Waiver by either party of strict performance of any term of this License on any occasion shall not be construed as a waiver nor prejudice either party's right to require strict performance of the same provision in the future or any other provision.

17. PARTNERSHIP

STATE is not a partner nor a joint venturer with LICENSEE in connection with this License and shall have no obligation with respect to LICENSEE's debts or other liabilities.

18. MERGER

This License constitutes the entire agreement between the parties, and no oral statement, representation or agreement not herein expressed shall be binding upon any party.

19. MODIFICATION

This agreement may not be changed, altered or amended without mutual written consent of the parties.

This License is granted in order that LICENSEE can provide public recreational utilization of the Licensed Premises at no charge to the public, however, a nominal fee may be charged to cover maintenance costs of the Licensed Premises. If the facility is not used in compliance with this condition, the License will automatically terminate and the land shall revert to STATE.

WITNESS the seal of the Department of State Lands affixed
this _____ of _____, 20____.



STATE OF OREGON, acting by and
through its Department of State Lands

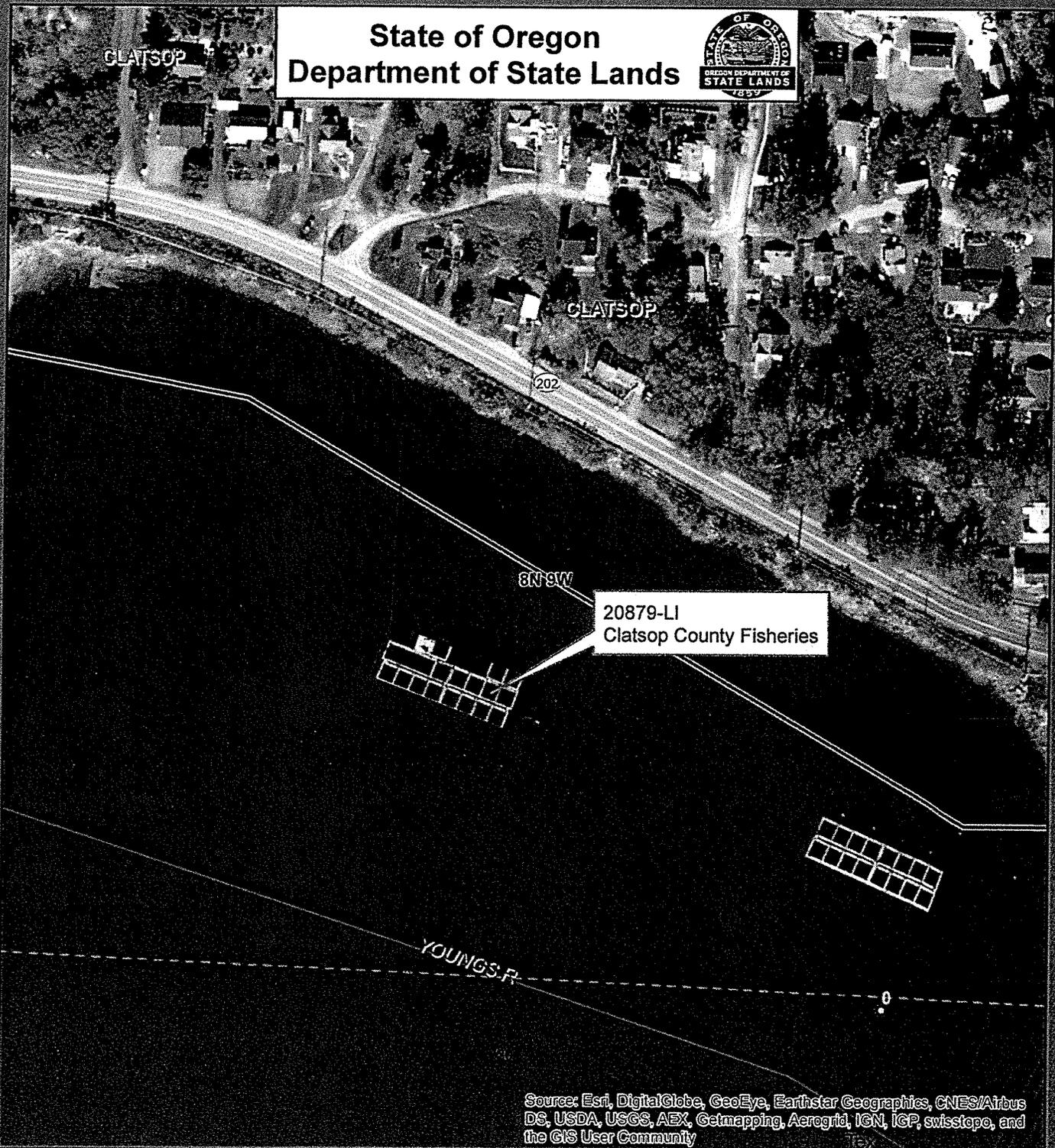
LICENSEE

DSL Authorized Signature/Printed Name

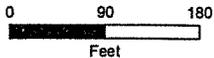
Authorized Signature

Title

State of Oregon
Department of State Lands

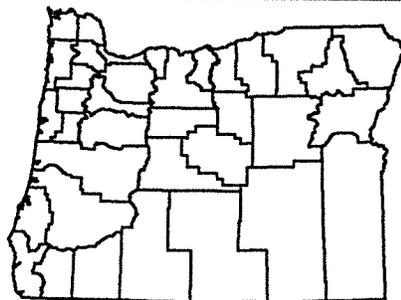


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



1:2,098

Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet



Vicinity Map

Legend

— Description Lines

This product is for informational purposes only and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Exhibit A

State of Oregon
Department of State Lands
775 Summer St, NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL

Date: 7/21/2016

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 24, 2016

Issue/Agenda Title: Public Recreation Facility License 19346-LI renewal for Tide Point net pen site

Category: Consent Calendar

Prepared By: Steve Meshke

Presented By: Steve Meshke

Issue before the Commission: Approval and signature of the new Public Recreation Facility License 19346-LI for the Tide Point net pen site.

Informational Summary: The Clatsop County Fisheries Department maintains an Oregon Department of State Lands Waterway Lease for the net pen sites located in Youngs Bay. This waterway lease is required for the maintenance, repair, and operation of this net pen site which we call the Tide Point net pen site. In recent discussions with DSL they have allowed us to switch this State Waterway Lease to a Public Recreation Facility License. This new Public Recreation Facility License allows us to maintain the same project site at a fraction of the current lease cost. The term of this new Public Recreation Facility License 19346-LI is from September 1, 2016 until August 31, 2031.

Fiscal Impact: Currently there is an annual fee of \$1238.00 for this State Waterway Lease. Each year the State of Oregon increases this lease fee by 3%. By switching to the Public Recreation Facility License there is a onetime application fee of \$750.00 and no annual payments for the term of the license. Clatsop County Fisheries has already paid the \$750 application fee, so with the signing of the new Public Recreation Facility License there will be no further fees for this site until 2031. This will amount to a savings of over \$19,000 for the term of this license!

Options to Consider:

1. Board of Commissioners approves and authorizes the Chair to sign the new Oregon State Public Recreation Facility License 19346-LI for the Tide Point net pen site.

Staff Recommendation: Option #1

Recommended Motion: *"I move to approve and authorize the Chair to sign the Public Recreation Facility License 20879-LI for the Tide Point net pen site located in Youngs Bay".*

Attachment List:

- A. Oregon Department of State Lands Public Recreation Facility License 20879-LI

STATE OF OREGON
DEPARTMENT OF STATE LANDS

Public Recreation Facility License

19346-LI

The STATE OF OREGON, by and through its Department of State Lands (STATE), GRANTOR, does hereby grant to Clatsop County Fisheries, LICENSEE, a License for the construction, maintenance, repair, and/or replacement of a public recreational facility for the specific purpose of a fish net pens rearing site for public use on the following described property, to wit:

All state-owned submerged land in and adjacent to the right bank of Youngs Bay, located in the Southwest quarter of the Southeast quarter of Section 17, Township 8 North, Range 9 West, Willamette Meridian, Clatsop County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of Lot 25, Block 30 of Cases Astoria (Clatsop County Assessor's Map Number 8 9 17DC, Tax Lot 5400), on the right bank of Youngs Bay, that point also being 46.171463, -123.822661 decimal degrees;

thence waterward following a line perpendicular to the thread of stream to the intersection with the line of Ordinary Low Water and the TRUE POINT OF BEGINNING;

thence continuing waterward along said perpendicular line a distance of 200 feet, more or less

thence upstream and parallel to the line of Ordinary Low Water a distance of 204 feet, more or less;

thence shoreward along a line perpendicular to the thread of stream to the intersection of the line of Ordinary Low Water, 200 feet, more or less;

thence downstream along the line of Ordinary Low Water to the TRUE POINT OF BEGINNING,

containing 0.93 acres or 40,800 square feet, more or less, as shown on the attached Exhibit "A".

Total number of acres: 0.93, more or less.

This description is used to establish the approximate location and extent of the area subject to this Department of State Lands authorized use and was not prepared by a licensed surveyor. All locations, bearings, and distances were developed in the Oregon Coordinate Reference System Standard; Oregon Statewide Lambert Conformal Conic, NAD 1983, International Feet, GRS 1980 Spheroid.

1. LICENSE TERM AND RENEWAL

The LICENSEE, subject to compliance with the terms and provisions of this License, shall have and hold the Licensed Premises for the purposes stated above for fifteen (15) years beginning September 1, 2016 and expiring on August 31, 2031.

The LICENSEE Shall have an option to renew this License for an additional period of 15 years after the original and each renewal license term provided that Licensee has submitted a completed license renewal application form to State not less than one hundred and eighty (180) days prior to the License Expiration Date. Upon receipt of such application, this License shall be renewed by State unless:

- a) State determines, in its sole discretion, that Licensee has not complied with the terms of this License, the applicable statutes and Oregon Administrative Rules; or
- b) Licensee is no longer the preference right holder as provided in ORS 274.040(1) and defined in OAR 141-082-0255; or
- c) State determines that the renewal of this License for all or any portion of the License area would be contrary to local, state, or federal law, or would be inconsistent with the policies set forth in OAR 141-082-0260.

2. CONSTRUCTION

Construction in navigable waters shall conform to standards and specifications set by U.S. Army Corps of Engineers or U.S. Coast Guard for the project. The bed and banks of the waterway shall be restored to a condition acceptable to the STATE as soon as construction or maintenance is completed. Any blasting construction shall be performed according to the laws of the state. Underwater blasting permits are required under ORS 509.140.

3. PREVENTION OF WASTE, DAMAGE AND INJURY

LICENSEE shall exercise reasonable diligence in its operation on and from said Licensed Premises; shall carry on all operations hereunder in a good and workmanlike manner having due regard for public safety and the prevention of waste and for the restoration and conservation of said Licensed Premises for future use, and shall take all reasonable steps to avoid damage to soil, timber, fish and fish habitat, wildlife and wildlife habitat and water quality of both ground water and surface water; shall make all reasonable efforts to minimize interference with existing navigational and recreational activities and scenic values; shall substantially restore the Licensed Premises to its original condition and shall do all things reasonably necessary to minimize erosion.

4. HAZARDOUS WASTE

LICENSEE shall refrain from storing on, or discharging from or onto, the Licensed Premises any hazardous wastes or toxic substances as defined in 42 USC§ 9601-9657, except as otherwise permitted by law.

5. COMPLIANCE WITH LAW

LICENSEE shall comply with all applicable federal, state, and local statutes, ordinances, rules and regulations in its use of the Licensed Premises. This License does not give LICENSEE permission to conduct any use on the Licensed Premises which is not in conformance with applicable land use requirements, and it is the LICENSEE's responsibility to determine and comply with those and all other requirements.

LICENSEE shall use the Licensed Premises only in a manner, or for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender or national origin.

6. DELIVERY OF PREMISES

Delivery of the Licensed Premises will occur upon the date of execution of this License. STATE will not provide a survey or pay any costs of a survey to determine boundaries. It is the LICENSEE's responsibility to make an accurate determination of the boundaries. The legal description provided by STATE is drawn from an assessor's map and/or other data deemed to be reliable. If LICENSEE elects not to have a survey performed and a discrepancy or boundary overlap later becomes evident, STATE, at its discretion, may provide a corrected description of the Licensed Premises.

7. ALTERATIONS AND IMPROVEMENTS

LICENSEE shall obtain the written consent from the STATE prior to making any alterations or additions to the Licensed Premises or improvements upon the Licensed Premises. Any removal/fill activity in the waters of the state shall require a permit from the Director in accordance with ORS 196-800 et seq.

8. ACCESS TO PROPERTY AND RECORDS

The STATE shall have access to the Licensed Premises at all reasonable times for the purpose of ensuring compliance with the terms and conditions of this License. The STATE shall have the right to examine pertinent records of LICENSEE for the purpose of ensuring compliance with the License.

Public access to the navigable waters must be maintained.

9. REPAIRS AND MAINTENANCE

LICENSEE agrees to make all repairs to the Licensed Premises which are necessary for the purposes set forth in this License. LICENSEE further agrees to maintain the Licensed Premises in reasonable safe condition during the period of this License. If LICENSEE fails to make the repairs required under this provision or fails to maintain the Licensed Premises in reasonably safe condition, STATE may revoke this License, provided LICENSEE fails to make the necessary repairs or perform the required maintenance within a reasonable time not to exceed thirty (30) days after written notification by STATE.

10. ASSIGNMENT OR SUBLETTING

LICENSEE shall not assign, mortgage, or sublet nor enter into any third party agreement respecting the License without first obtaining the prior written consent of STATE pursuant to the requirements of the applicable Oregon Administrative Rules. Requests must be in writing and must be received by STATE at least thirty (30) calendar days prior to the effective date of sublet or assignment. STATE reserves the right to condition its consent as it deems reasonably prudent, including the right to require changes to the terms of this License.

11. DEFAULT, NOTICE AND CURE BY LICENSEE

A default by the LICENSEE shall occur if any of the following shall occur and if said default shall continue and not be remedied within sixty (60) days after the STATE shall have given notice specifying the breach:

a. LICENSEE charging the public for use of the Licensed Premises (a nominal charge for maintenance costs of the Licensed Premises may be allowed with written approval of the STATE).

b. Failure of LICENSEE to comply with any term or condition imposed by the STATE in the License.

c. Failure of LICENSEE to use the Licensed Premises for the purposes authorized under the terms of the License.

d. LICENSEE maintaining a nuisance on the Licensed Premises.

e. Failure by LICENSEE to remove any lien or encumbrances placed upon the Licensed Premises.

12. TERMINATION UPON LICENSEE'S DEFAULT

In the event of a default by LICENSEE, the License may be terminated at the option of STATE by thirty (30) days advance notice in writing to LICENSEE. In the event the License is terminated by either party, all remedies afforded under this License shall survive such termination. LICENSEE shall have sixty (60) days after date of termination to remove all fixtures and property from the Licensed Premises and to restore the Premises to its original (natural) condition. Failure to remove such items and restore the Premises within the sixty (60) day period will result in assignment of the file to the Department of Justice.

13. TERMINATION UPON MUTUAL CONSENT

This License may also be terminated by mutual written consent of LICENSEE and STATE.

14. INDEMNIFICATION

LICENSEE shall perform the services under this License as an independent entity. LICENSEE and STATE each shall be responsible, to the extent required by the Oregon Tort

Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

15. RESERVATIONS

The interest of LICENSEE under this License shall at all times be subject to STATE's right to grant rights-of-way in and over said Licensed Premises or a portion of the Licensed Premises for other purposes, including but not limited to, railroads, telegraph and telephone lines, pipelines, irrigation or other water canals and ditches, and to STATE's right to lease all or part of the Licensed Premises for the exploration, discovery, development and production of oil, gas, or minerals of any nature whatsoever, provided the right-of-way or lease does not unreasonably interfere with the purpose of this License.

16. NON WAIVER

Waiver by either party of strict performance of any term of this License on any occasion shall not be construed as a waiver nor prejudice either party's right to require strict performance of the same provision in the future or any other provision.

17. PARTNERSHIP

STATE is not a partner nor a joint venturer with LICENSEE in connection with this License and shall have no obligation with respect to LICENSEE's debts or other liabilities.

18. MERGER

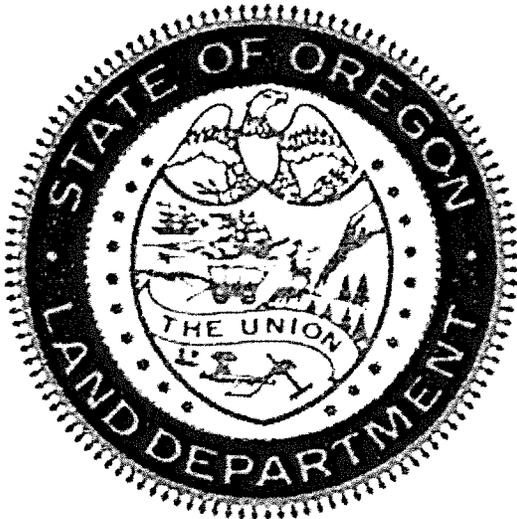
This License constitutes the entire agreement between the parties, and no oral statement, representation or agreement not herein expressed shall be binding upon any party.

19. MODIFICATION

This agreement may not be changed, altered or amended without mutual written consent of the parties.

This License is granted in order that LICENSEE can provide public recreational utilization of the Licensed Premises at no charge to the public, however, a nominal fee may be charged to cover maintenance costs of the Licensed Premises. If the facility is not used in compliance with this condition, the License will automatically terminate and the land shall revert to STATE.

WITNESS the seal of the Department of State Lands affixed
this _____ of _____, 20____.



STATE OF OREGON, acting by and
through its Department of State Lands

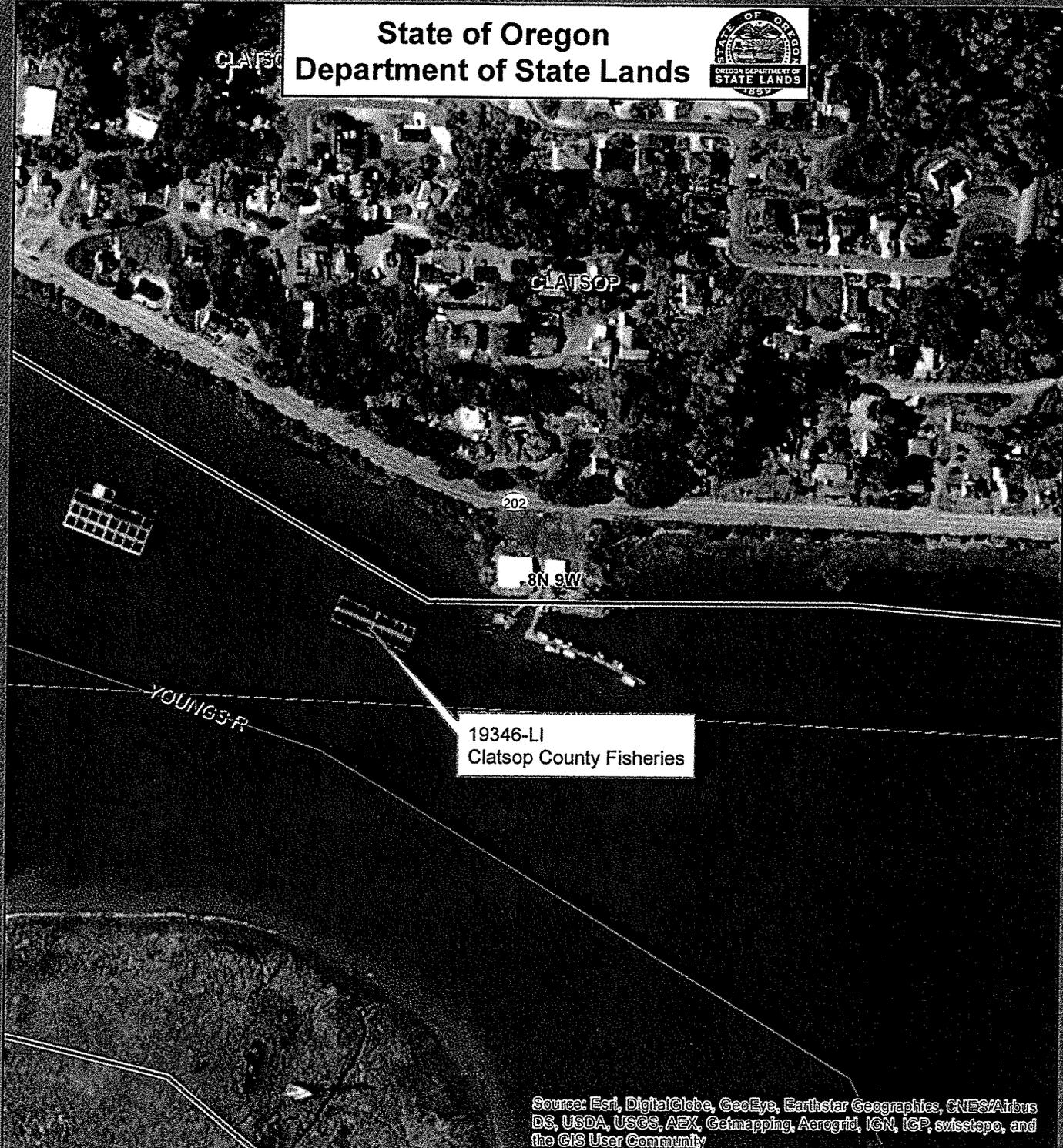
LICENSEE

DSL Authorized Signature/Printed Name

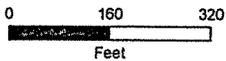
Authorized Signature

Title

State of Oregon
Department of State Lands

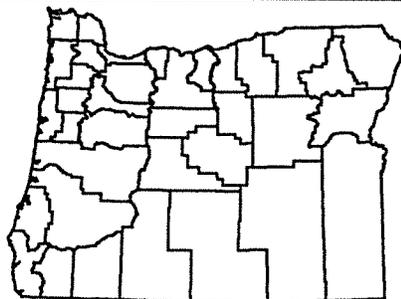


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



1:3,497

Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet



Vicinity Map

Legend

— Description Lines

This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Exhibit A

State of Oregon
Department of State Lands
775 Summer St, NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL

Date: 7/26/2016

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 24, 2016

Issue/Agenda Title: Determine the scope of review for an appeal by Richard Krueger/Bella Ridge LLC, of a Planning Commission decision to deny a consolidated application for a Zone Change and Conditional Use Review for the Bella Ridge Apartments.

Category: Business Agenda

Prepared By: Heather Hansen, Community Development Director

Presented By: Heather Hansen, Community Development Director

Issue before the Commission: Determine the scope of review for an appeal of a land use matter in accordance with Clatsop County's Land and Water Development and Use Ordinance, section L2.230(4).

If the Board of Commissioners determines the matter warrants review, it may either (a) schedule a public hearing and restrict review of the matter to the record made by the Planning Commission, or (b) hold a new hearing and accept new evidence and testimony, or (c) limit review to issues the Commission determines necessary to resolve the matter. As an alternative, the Board of Commissioners may determine that the facts of the matter do not warrant further review and summarily affirm the Planning Commission's decision and deny the appeal.

Informational Summary: On July 28, 2016, the Planning Commission issued a decision denying a consolidated application for a zone change from Rural Community Residential to Rural Community Multi-Family Residential and a Conditional Use Review for a 48-unit apartment complex. The Planning Commission denied the application due to its nonconformance with L5.412 Zone Change Criterion 5.412(3)(D): "*The governing body shall approve a non-legislative zone designation change if it finds compliance with Section 1.040, and all of the following criteria:*

(3) The property in the affected area will be provided with adequate public facilities and services including, but not limited to:

(D) Water and wastewater facilities."

The appellant has requested that the Board of Commissioners limit the issues and new evidence to compliance with LWDUO 5.412(3)(D), which the Planning Commission found was the only criterion that the application did not meet. Staff (County Counsel and Community Development Director) recommends a de novo hearing that allows new evidence and testimony. The main reason for this staff recommendation is the procedural challenge the Board would face in limiting the public's testimony to one issue.

Fiscal Impact: None.

Options to Consider:

1. Affirm the Planning Commission decision and deny review. No public hearing will be held.
2. Hold a public hearing and restrict review to the record made by the Planning Commission.
3. Hold a public hearing but limit review to such issues as the Board of Commissioners determines necessary for a proper resolution of the matter.
4. Hold a public hearing and allow new evidence and testimony.

Staff Recommendation: Option #4

Recommended Motion: *"I move that the Board of Commissioners hold a de novo public hearing on the matter on September 14, 2016."*

Attachment List:

- A. Applicant's Notice of Appeal
- B. Planning Commission Decision
- C. Memo regarding amended



Clatsop County
 Community Development
 800 Exchange Street, Suite 100
 Astoria, Oregon 97103

Phone 503 325-8611 Fax 503 338-3606
comdev@co.clatsop.or.us www.co.clatsop.or.us

RECEIVED
 Clatsop County

AUG 02 2016

Land Use Planning

NOTICE OF APPEAL

Attached is the "Procedure for Appeal" from the Clatsop County Land and Water Development and Use Ordinance #80-14. Please read the attached information completely and follow the instructions. Also, note there is a fee that must accompany this form. If the fee is not included, the appeal is incomplete and cannot be considered. The form below is provided for your convenience.

Richard Krueger, Managing Member

Appellant Name: Bella Ridge Apartments LLC

Email: david@norenlaw.com (attorney)

Mail Address: PO Box 32

City/State/Zip North Plains, OR 97133

Phone: _____

Phone: _____

Attorney: David Noren PO Box 586 Hillsboro, OR 97123. david@norenlaw.com 503-640-2661

Section 2.240. Requirements of Notice of Appeal

1. An identification of the decision sought to be reviewed, including the date of decision:

File Number: 20160076/77

Date of Decision: July 28, 2016

2. A statement of the standing of the person seeking review:

Bella Ridge Apartments LLC is the applicant in this matter and appeared by it attorney David Noren and its managing partner Richard Krueger in the proceedings before the Planning Commission

3. The specific grounds relied upon for review (attach additional pages if necessary):

The planning commission determined that the subject property has access to adequate public facilities and services, including water and sewer, but it denied the zone change because the sanitary sewer district submitted a letter "formally retracting their approval of the project." The denial improperly construes the law concerning the requirements for a zone change and is not supported by substantial evidence.

4. If de novo review or review by additional testimony and other evidence is requested, a statement relating the request to the factors listed in 2.255 (1) (attach additional pages if necessary):

Appellant seeks review with issues and new evidence limited to whether "the affected area will be provided with adequate....water and wastewater facilities" as required for a zone change. Additional evidence regarding the district's changing position is relevant, was unavailable at the earlier hearing, and will not surprise or prejudice the parties.

Richard Krueger
 Signature

8/1/16

Date

RECEIVED
Clatsop County

AUG 02 2016

Land Use Planning

DAVID C. NOREN
Attorney at Law
P.O. Box 586, Hillsboro, Oregon 97123-0586
330 NE Lincoln Street, Suite 200, Hillsboro, Oregon 97124
Telephone: (503) 640-2661 Fax: (503) 648-0760
e-mail: david@norenlaw.com

August 1, 2016

Heather Hansen, Director
Clatsop County Community Development
800 Exchange Street, Suite 100
Astoria, OR 97103

Re: Appeal of Planning Commission Decision - #20160076/77
Bella Ridge Apartments Zone Change and Conditional Use

Dear Director Hansen:

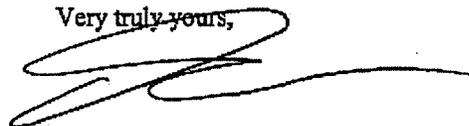
Enclosed please find the "Notice of Appeal" of the planning commission decision dated July 28, 2016, to be filed on behalf of Richard Krueger and Bella Ridge Apartments LLC, the applicant for the zone change and conditional use in this matter. Also enclosed is a check for the appeal fee of \$3,160.

We request that the Board of Commissioners limit the issues and new evidence to compliance with LWDUO 5.412(3)(D), which the planning commission found was the only criterion that the application did not meet.

Please notify me when the Board of Commissioners will meet to set the scope of the review pursuant to LWDUO 2.245.

Thank you.

Very truly yours,



David C. Noren

**NOTICE OF APPEAL
OF DECISION OF PLANNING COMMISSION
OF CLATSOP COUNTY
File No. 20160076/77
Application for Zone Change and Conditional Use
Bella Ridge Apartments, LLC**

Appellant Bella Ridge Apartments, LLC, and its managing member Richard Krueger, the applicant in this matter, provide this supplemental Notice of Appeal addressing the requirements of Clatsop County Land and Water Development and USe Ordinance (LWDUO) Section 2.240. Appellant is also providing a completed and signed Notice of Appeal form, and the appeal fee of \$3,160. Appellant appeals the planning commission's denial of appellant's combined application for a zone change from Rural Community Residential (RCR) to Rural Community Multi-Family Residential (RC-MFR), and a related conditional use permit for apartments. A copy of the planning commission decision is attached. The planning commission found that the application complied with all applicable criteria except the zone change criteria in LWDUO 5.412(3)(D), which requires a showing that the affected area will be provided with adequate water and wastewater facilities.

The requirements for a Notice of Appeal are set out in LWDUO 2.240:

2.240. Requirements of Notice of Appeal

A notice of appeal shall contain:

1. *An identification of the decision sought to be reviewed, including the date of the decision.*

Appellant seeks review of the final decision of the Clatsop County Planning Commission in File 20160076/77. The "Amended Finding" adopted by the planning commission is dated July 18, 2016; the planning commission met on July 26, 2016, and voted to adopt the Amended Finding and deny the appeal; and the Notice of Decision was signed and mailed on July 28. This appeal is filed within 12 days of the decision. A copy of the Notice of Decision and Amended Finding is attached.

2. *A statement of the standing of the person seeking review.*

Appellant Bella Ridge Apartments LLC, the applicant in this matter, appeared before the planning commission through its managing member Richard Krueger and through its attorney David Noren, as well as through its consultants.

3. *The specific grounds relied upon for review.*

The planning commission determined that the subject property has access to adequate public facilities and services, including water and sewer, but it denied of the zone change because the sanitary sewer district submitted a letter “formally retracting their approval of the project.” The denial improperly construes the law concerning the requirements for a zone change and is not supported by substantial evidence.

The original staff report to the planning commission for its initial hearing on May 24, 2016, recommended approval and included findings that all criteria for both the zone change and the conditional use had been met. The original proposal for the conditional use was for 168 apartment units in three phases. A signed agreement with the Miles Crossing Sanitary Sewer District was submitted with the application stating that the District agreed to provide service for the entire 168 units. The planning commission reopened the record on June 14 to admit additional evidence, and a letter from the District dated June 13 was submitted stating that “the decision had been made to put a ‘hold’ on the development of the Bella Ridge Apartments Project until the next Board meeting of July 5, 2016.” In response to concerns about availability of sanitary sewage storage capacity, the appellant modified its conditional use application on June 21 to seek only 48 units, and submitted a new letter signed by District board member Richard Scott dated June 17 stating that “the Sewer District has come to a tentative agreement to supply Phase 1” (48 units). The June 17 letter explained that the agreement was tentative because the Board would not meet until July 5. Then a letter from Richard Scott of the District was submitted on June 27 that retracted his earlier letter for the apartment project because the June 17 letter failed to follow processing rules of the Board, stating that “approval of this project is not granted by the Miles Crossing Sanitary Sewer District at this time and should not be considered by the Planning Commission until further approval from the Board.” There was extensive evidence that the sanitary sewer system has adequate capacity to serve the area affected by the zone change, but there was concern whether use of that capacity might limit future development elsewhere in the District at a later date. The record closed to further evidence on June 28, and the planning commission based its decision of denial on the June 27 letter from the District retracting its June 17 “approval” of “the project.” Copies of the agreement and the three letters from the District are attached and are in the record.

In deciding whether to approve a zone change, the standard is whether “the property in the affected area will be provided with adequate public facilities and services, including...water and wastewater facilities.” LWDUO 5.412(3(D)). The test is not whether a specific project has received “approval” or has a contract to receive services. The test, for purposes of a zone change, is whether there are public facilities appropriate to the zone. Here, the level of service is appropriate for its “Development” comprehensive plan designation, whether it is zoned RCR (which may or may not have sanitary sewer) or RC-MFR (which must have a sanitary sewer system). If there is a public system sanitary sewer system that serves the area, then that is sufficient for purposes of a zone change from RCR to RC-MFR, since the principal difference between the zones is that RC-MFR is for “areas where public facilities such as sewer, fire protection and water are available.” LWDUO 3.115. At the time the area

was first zoned as a rural community in 2003, sanitary sewer service was not available, and the area was zoned RCR. Sewer became available in the area in about 2010, with the construction of the District's new system for transferring effluent to the City of Astoria for treatment, so now public sanitary sewer will be provided to the area, as the zone change criterion requires.

There is no dispute that there is adequate capacity to serve the area of the zone change at the level proposed by this application. Interpreting LWDUO 5.412(3(D) to require proof of a contract or of District "approval" for a specific project in order to obtain a zone change is inconsistent with both the text and context of the criterion, and improperly construes the applicable law. The decision of the planning commission should be reversed and the application for both the zone change and the conditional use for 48 apartment units should be approved with the conditions in the July 12 staff report.

4. If de novo review or review by additional testimony and other evidence is requested, a statement relating the request to the factors listed in Section 2.255(1).

The appellant asks that the Board of Commissioners limit its review on this appeal to the only criterion that the planning commission found was not met by the application, LWDUO 5.412(3(D). Given the history of conflicting letters from the District, it may be helpful to admit further evidence concerning whether sewer service will be provided, but as set forth above the District's "approval" of a particular project is not the appropriate issue for a zone change. The appropriate issue to consider is whether there is a public sanitary system available to provide service the area, as required for the RC-MFR zone, and there certainly is.

The planning commission held two public hearings, and allowed the record to remain open for another two weeks to allow submittal of additional evidence. There was extensive oral and written testimony from the applicant, its consultants, the City of Astoria, DEQ and others in support of the application, and extensive testimony from neighbors in opposition raising a number of issues other than sewer service. There is no need to reopen the record to revisit those issues.

The planning commission specifically found that the application failed to meet only one criterion, LWDUO 5.412(3(D). The planning commission has an obligation under LWDUO 2.195 to make findings including "a statement of facts which the hearings body found establishing compliance or noncompliance with each applicable criteria." Here, the findings of the staff report found compliance with all criteria, and the only change to the staff report findings made in the "Amended Finding" of the final decision addressed LWDUO 5.412(3(D). Accordingly, the board of commissioners should limit the issues and new evidence, if any, to that criterion, and not revisit the many other issues that were considered by the planning commission before they found that the application failed to comply with only one criterion.

Consistent with LWDUO 2.255, admitting new evidence concerning whether sewer service will be provided would be material, especially evidence that was not available when the

record closed on June 28. Admitting such evidence would not prejudice or surprise the parties, who have been keeping track of these matters with the District. On the other hand, allowing other new evidence and considering other issues would not be consistent with the factors in LWDUO 2.255, so the board of commissioners should not allow a full de novo review.

The Board of Commissioners should notice and conduct an appeal hearing limited to the issue of compliance with LWDUO 5.412(3(D)), and should limit new evidence to that which addresses that approval criterion.



David C. Noren, OSB # 852959

Attorney for Appellant Bella Ridge Apartments

Clatsop County
Community Development - Planning
800 Exchange Street, Suite 100
Astoria, OR 97103

phone: 503-325-8611
fx: 503-338-3666
em: comdev@co.clatsop.or.us
www.co.clatsop.or.us



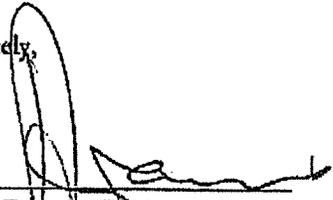
NOTICE OF DECISION

DATE OF NOTICE: July 28, 2016
FILE NUMBER: 20160076/77
TYPE OF APPLICATION: Zone Change from Rural Community Residential to Rural
Community Multi-Family Residential; Conditional Use Review for a
48-unit Apartment Complex
PROPERTY OWNERS: Bella Ridge Apartments, LLC (Richard Krueger)
APPLICANT: Frog Consulting, LLC (Mike Weston)
ACTION: **DENIED**

On July 26, 2016, the Clatsop County Planning Commission DENIED the application referenced above. The County based its decision on the project's nonconformance with Zone Change review criterion 5.412 (3)(D) listed in the Clatsop County Land and Water Use and Development Ordinance (LWDUO). Supporting documentation relied upon by the County in making this decision is available for review Monday through Friday, 7:30 AM to 4:00 PM, at 800 Exchange St, Suite 100. For more information, please contact Clatsop County at 503-325-8611 or comdev@co.clatsop.or.us.

The County's decision may be appealed to the Board of Commissioners by a person with standing by filing a completed Notice of Appeal application and the associated filing fee up to the date and time that appears at the bottom of this letter. The appeal must comply with Section 2.230 of LWDUO #80-14 (procedure for an appeal).

Sincerely,



Bruce Francis, Chair
Clatsop County Planning Commission

LAST DAY TO FILE AN APPEAL: 4:00 PM – August 9, 2016



Clatsop County

Community Development-Planning

800 Exchange St, Suite 100

Astoria, Oregon 97103

www.co.clatsop.or.us

Phone (503) 325-8611

Fax (503) 338-3666

AMENDED FINDING

Permit #20160076/77

DATE: July 18, 2016

HEARING: Clatsop County Planning Commission, July 26, 2016

APPLICATION:

1. Zoning Map Amendment, Rural Community Residential (RCR) to Rural Community Multi-Family Residential (RC-MFR)
2. MODIFIED Conditional Use Permit for 48 units (Phase 1 only). Any additional apartment buildings would require a separate conditional use review by the Planning Commission.

APPLICANT/OWNER: Bella Ridge Apartments, LLC (Richard Krueger)

AGENT: Frog Consulting, LLC (Mike Weston)

DEEMED COMPLETE: April 25, 2016 (*150-days-September 22, 2016; extended to October 22, 2016*)

PROPERTY DESCRIPTION: Township 8N, Range 09W, Section 30AD, Tax lot 600
Zoning: RCR- Rural Community Residential
Current Plan Designation: Development

PROPERTY LOCATION: 92257 Lewis & Clark Road, Astoria, OR 97103

PROPERTY SIZE: 10.4 Acres

COUNTY STAFF: Heather Hansen, Community Development Director

ATTACHMENTS: Notice of Decision

DECISION: Denied, does not meet Zone Change criterion 5.412 (3)(D)

On May 24, 2016, the Planning Commission held its first public hearing when the staff report was presented, public testimony was heard, and written testimony was taken. The record was closed and the hearing was continued to June 14, 2016. At the June 14 hearing, the record was reopened, more public testimony was heard, and written testimony was taken.

On June 14, a request was made by the applicant to leave the record open and continue the hearing to July 12. The Planning Commission agreed to leave the record open 7 additional days so that all parties were allowed to submit additional written evidence (June 21), an additional 7 days to respond in writing to any additional evidence that came in (June 28), and that the applicant be allowed an additional 7 days to submit final written argument (July 5). The applicant agreed to extend the deadline for a final decision by 30 days. The Planning Commission continued the hearing to July 12, 2016. The record is closed.

In response to further discussion with the Miles Crossing Sanitary Sewer District and to concerns from the community, the applicant is limiting the application to the 48 units in Phase 1 only. Any further apartment development would be required to go through a new conditional use process, including a new hearing before the Planning Commission.

On July 12, the Planning Commission opened the hearing, heard the staff report, closed the hearing, and deliberated. The Planning Commission voted 3-1 to deny the application because it does not meet Zone Change criterion (3)(D) due to a letter from the Miles Crossing Sanitary Sewer District retracting their approval for the project. The Chair instructed staff to amend the finding related to this review criterion.

LWDUO 5.412. Zone Change Criteria	Application meets criteria?
(3) The property in the affected area will be provided with adequate public facilities and services including, but not limited to:	
(A) Parks, schools and recreational facilities	Yes
(B) Police and fire protection and emergency medical service	Yes
(C) Solid waste collection	Yes
(D) Water and wastewater facilities	No

The May 17, 2016 Staff Report, Appendix A: Zoning Map Amendment, LWDUO 5.400 Analysis and Findings related to 5.412 Zone Change Criteria (3) is amended as follows:

Analysis & Finding:
 The subject property has access to adequate public facilities and services such as the Astoria School District, Clatsop County Sheriff, Lewis and Clark Rural Fire Protection District, solid waste collection, Lewis and Clark-Youngs River Water District, and Miles Crossing Sanitary District. The Applicant has provided documentation that these services are available. **However, the Miles Crossing Sanitary Sewer District submitted a letter on June 27, 2016 formally retracting their approval of the project. Based on this analysis the proposed Zoning Map Amendment meets the criteria in L5.412(3)(A)-(C) but does NOT meet criterion (3)(D).**



RECEIVED
Clatsop County

JUN 27 2016

Land Use Planning

34583 HWY 101 BUSINESS ASTORIA OR 97103
Office 503-325-4330 FAX 503-338-6915

June 27th, 2016

Planning Commission of Clatsop County
800 Exchange ste#100
Astoria, OR 97103

Attn: Ms. Hansen

Re: The proposed Bella Ridge Apartment Project

It has been brought to my attention that the Miles Crossing Sanitary Sewer District's letter of June 17, 2016 addressed to the Clatsop County Planning Department, which I signed, granting approval of the Bella Ridge (formerly known as the Grand Vista) Apartments development is not valid. This document failed to adhere to the proper procedural and processing rules of the Board.

Miles Crossing Sanitary Sewer District has been lobbied for approval of the project, but any formal approval will require open discussion with all Board member present and more input from our local residents.

On behalf of the Mile Crossing Sanitary Sewer Board this letter is a formal retraction of the approval granted in the June 17th, 2016 document, and approval of this project is **not** granted by the Mile Crossing Sanitary Sewer District at this time and should not be considered by the Planning Commission until further approval from the Board.

Sincerely,



Richard Scott

Miles Crossing Sanitary Sewer District



RECEIVED
Clatsop County

JUN 21 2016

Land Use Planning

34583 HWY 101 BUSINESS ASTORIA OR 97103
Office 503-325-4330 FAX 503-338-6915

June 17th, 2016

Re: The Bella Ridge Apartment Development/ Richard Kruger

Dear Planning Commission:

The Miles Crossing Sanitary Sewer District, has renegotiated the System Development Charges with Mr. Krueger with regards to the Bella Ridge Apartment project. After discussions with Mr. Krueger, the Sewer District has come to a tentative agreement to supply Phase 1 of the Bella Ridge Apartments, two buildings with a total of 48 apartments (as presently designed), with sewer service. In exchange Mr. Krueger has agreed to pay \$5,600.00 for each apartment in System Development Charges for a total payment of \$268,800.00. Mr. Krueger has also agreed to pay \$68.50 monthly for each apartment unit.

This agreement is approval for Phase I only of the Bella Ridge development. The Sewer District is delaying approval of Phases II and III, until an impact study of the effects of Phase I can be conducted and evaluated.

The Sewer District is attentively approving Phase I at this time because of the inability to get a quorum to vote on the proposal at a public meeting. This requirement will be met during the Miles Crossing Sanitary Sewer District's meeting of July 5, 2016. Four of the five Sewer Board Members have voiced their support for this agreement by phone. The final board member is out of town and cannot be reached until the scheduled meeting.

These changes and delays have been made to ease the concerns the Lewis & Clark residents have about future flows and water availability and to reconfirm the Sewer District's findings, projections and future flow calculations.

Sincerely,

Richard Scott

Miles Crossing Sanitary Sewer District



34583 HWY 101 BUSINESS ASTORIA OR 97103
Office 503-325-4330 FAX 503-338-6915

RECEIVED
Clatsop County

JUN 13 2016

Land Use Planning

June 13th, 2016

Clatsop County Planning Department
800 Exchange St #100
Astoria, OR 97103

Re: Richard Kruger/Bella Ridge Apartment Development

We had approximately 30 members of our community attend our Board meeting of June 7th, 2016, and after listening to their concerns and after the careful consideration of the Miles Crossing Sanitary Sewer Board the decision has been made to put a "hold" on the development of the Bella Ridge Apartment Project until the next Board meeting of July 5th, 2016.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Scott".

Richard Scott

Miles Crossing Sanitary Sewer District

MILLES CROSSING SANITARY SEWER DISTRICT
 3450 BENTLEY BUSINESS ASTORIA OR 97103
 Office 503-325-4339 FAX 503-338-8933

ATTACHMENT 3 - HOUSING NEEDS ASSESSMENT

This document represents an agreement between Richard Krueger and the Milles Crossing Sanitary Sewer District for sewer services to the development known as the Grand Vista Apartments, located at Milles Crossing between the Lewis & Clark Golf & RV Park and the Lewis & Clark Middle School, (TBM ROW Tax lot 500). The development is to be constructed in three phases, resulting in 7 apartment buildings with 24 apartments each.

Mr. Richard Krueger plans to build the first phase this year, 2016. Phase one will be two buildings of 24 apartments each, totaling 48 apartments. Phase two is planned for 2017 and will also have two buildings of 24 apartments each, totaling 48 apartments. The final phase, phase three is scheduled for 2018 and will have 3 buildings of 24 apartments each, totaling 72 apartments.

Mr. Krueger has agreed to pay a system development fee of \$6,400 for each apartment building. The system development fee for phase one will be \$12,800 for two buildings. Phase two will have the same system development fee of \$12,800, for two buildings containing 48 apartments. The system development fees for both phases one and two shall be paid on completion of the construction of phase one. The system development fee for phase three in the amount of \$19,200.00 for three buildings is to be paid at the completion of the construction of phase two.

57

Richard Krueger is to have all three phases of the development engineered for the vacuum sewer collection system. The system must be approved by the Milles Crossing Sanitary Sewer District Board of Directors, prior to construction of phase one.

In conjunction with the system development fee, there will be additional cost for parts and labor in the installation of the pits and valves for the sewer collection system. These cost will be determined after the engineering is completed and approved by the Milles Crossing Sanitary Sewer District Board of Directors.

By signing below each party agrees with the terms of this agreement.

Richard Scott
 Richard Scott
 Date 2/18/16
 Chairman, Milles Crossing Sanitary Sewer District

Richard Krueger
 Richard Krueger
 Date 2/18/16
 Developer Grand Vista Apartments

**Board of Commissioners
Clatsop County**

AGENDA ITEM SUMMARY

August 24, 2016

Issue/Agenda Title: Approval of 2016-2022 Collective Bargaining Agreement with Clatsop County and Oregon Nurses' Association (ONA).

Category: Business Agenda

Prepared By: Robin Koch, Human Resources & Risk Management Director

Presented By: Robin Koch, Human Resources & Risk Management Director

Issue before the Commission: Consideration of approval of the Collective Bargaining Agreement with the Clatsop County Oregon Nurses' Association (ONA) beginning July 1, 2016 through June 30, 2022.

Informational Summary: The Union and the County have come to a mutual agreement for a new six year Collective Bargaining Agreement that would be effective July 1, 2016 through June 30, 2022. We anticipate that the Union will ratify this agreement in the coming day(s).

The most notable accomplishment is the Union and County was able to negotiate a six (6) year agreement without the use of labor attorneys. This saved the County a significant amount in both money and time.

Other notable mentions in the Agreement include:

- effective July 1, 2016, an adjustment of 8.5% for the pay range for the Clinic and Jail Nurse job classifications to emphasize retention and remain competitive with market trends for this occupational group with all subsequent adjustments consistent with past practice;
- cost of living adjustment (COLA) increases between 2.5% and 4.5% beginning with the second year of the new CBA;
- provides for more clarification of scheduling for the jail nurses and for an added provision regarding continuing education and professional development;

Fiscal Impact: If approved, there will not be a negative cost impact to the County to implement the provisions of this Agreement over current contract costs in fiscal year 2016/17. This includes the negotiated pay increase and pay range adjustments for the Clinic and Jail Nurse job classifications.

Also, due to the timing of these negotiations, these costs were not able to be included in the 2016/17 budget, but will be evaluated as the year progress to determine if there is a need for a budget adjustment.

Options to Consider:

1. Approve the 2016 – 2022 Collective Bargaining Agreement between Clatsop County and the Oregon Nurses’ Association (ONA) and authorize the Chairperson to sign the agreement.
2. Not approve the Agreement and resume contract negotiations which would result in legal expense to the County.
3. Do not approve the Agreement and move contract to binding arbitration resulting in significantly higher legal expense to the County.

Staff Recommendation: Option #1 - Approve the new Collective Bargaining Agreement between Clatsop County and the Oregon Nurses’ Association (ONA) effective July 1, 2016 through June 30, 2022 and authorize the Chairperson to sign the agreement.

Recommended Motion: *“I move to approve the 2016 - 2022 Collective Bargaining Agreement between Clatsop County and the Oregon Nurses’ Association (ONA) as drafted.”*

Attachment List: Attachment “A” – Drafted, pending ratification of the July 1, 2016 through June 30, 2022 Collective Bargaining Agreement between Clatsop County and the Oregon Nurses’ Association (ONA).

DRAFT	August 16, 2016
-------	-----------------

DRAFT

AGREEMENT

BY AND BETWEEN

OREGON NURSES ASSOCIATION

AND

CLATSOP COUNTY, OREGON

July 1, 2016 through June 30, 2022

ARTICLE 1. MANAGEMENT RIGHTS

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Except as otherwise specifically limited by the terms of this Agreement, the County retains all decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the County or any part of it. The County shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto. The rights of nurses in the bargaining unit and the Association are limited to those specifically set forth in this Agreement, except as otherwise provided by law.

ARTICLE 2. RECOGNITION

Exclusive Bargaining Agent

The County recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for regular, probationary and fill-in registered nurses whose names appear on the payroll of Clatsop County Health Department, exclusive of the Nursing Supervisor.

Section 2.1 Employment Definitions

A. Regular Nurses. Nurses who have satisfactorily completed the probationary period and who are employed to fill regular authorized positions.

B. Regular Full-Time Nurse. Nurses whose regular work schedule is the full normal work week for their department.

C. Regular Part-Time Nurse. Nurses who work on a regular work schedule of specific hours and days of the week which is less than the full normal work week for their department.

D. Casual Nurses. Nurses who have agreed to be available on a work-as-needed basis and are paid on an hourly rate without a regular schedule and without fringe benefits or seniority accrual. Casual nurses are not regular nurses, have no guarantee of continuation of employment, do not accrue benefits or seniority, do not serve a probationary period and may be terminated for any reason. Casual nurses work fewer than 1,040 hours in any twelve-(12)-consecutive-month period.

E. Probationary Nurse. Nurses who are serving a probationary period of six (6) months from the date of hire. During this period, newly-hired nurses are required to demonstrate by actual performance their ability to fill the regular position to which they may be appointed. The County may extend a nurse's probation for up to six (6) months based upon a written statement of desired improvements, with the agreement of the Association, which will not be withheld unreasonably.

1 F. Promotional Probationary Status. Employees promoted into another
2 classification shall serve a probationary period of six (6) months. The Association
3 recognizes the right of the County to demote any nurse on promotional probationary
4 status to his or her previous position.

5
6 G. Call-Back Status. A nurse who is required to return to work after working
7 his or her normal work shift and before beginning her next normal work shift.

8
9 H. On-Call Status. Nurses assigned to on-call status must be available by
10 designated cell phone, provided by the County, at all times, and must respond within 30
11 minutes of being called. (Nurses may be called by the Department in various other
12 situations. However, nurses who are not required to carry a designated cell phone, and
13 who have the option of whether or not to report to work, or otherwise respond, in
14 response to a call from the Department, shall not be considered to be in on-call status
15 and will not be entitled to on-call pay.)

16
17 I. Anniversary Date. The date the nurse is hired as defined below, promoted
18 or reclassified upward or downward. This is the date the nurse will be considered for a
19 salary increase. If the actual hire date is on or before the 15th calendar day of the
20 month, the anniversary date shall be the 1st of the month. If the actual hire date is on
21 the 16th or after, the anniversary date shall be the 1st of the following month. The
22 previous sentence applies also to vacation leaves, sick leaves, sick leave accumulation
23 and termination of employment.

24 J. Hire Date. The date the nurse actually starts work for the County

25
26 K. Employee. The term "nurse" and "employee" are used interchangeably
27 with reference to bargaining unit members.

ARTICLE 3. ASSOCIATION SECURITY**Section 3.1 Dues Deduction**

The County, when so authorized and directed in writing by an employee member of the Association on an authorization form approved by the County, will deduct regular Association dues from wages of the employee. Any authorization for payroll deductions of dues may be canceled by the employee upon written notice to the County and the Association prior to the 15th day of each month, to be effective on the first day of the following month. The County will not be held liable for check-off errors, and will make proper adjustments for errors as soon as practicable.

Section 3.2 Fair Share

Any employee who, thirty (30) days after the employee's date of hire, is not a member of the Association and chooses to remain a nonmember of the Association shall proportionately and fairly share in the cost of the collective bargaining process. The cost per bargaining unit member shall be fixed proportionately at the amount of dues uniformly required by each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Such amount shall be deducted monthly as a condition of employment from the compensation of each nonmember and remitted monthly in the aggregate to the Association.

Section 3.3 Religious Objections

Any individual employee who objects to a payment in lieu of dues on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall inform the County and the Association of this objection. The employee will meet with representatives of the Association and establish a mutually-satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues, initiation fees, and assessments, if any, to the non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the County that such has been accomplished, as appropriate.

Section 3.4 Indemnification

The Association will indemnify, defend and hold the County harmless from all suits, actions, proceedings, and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof, arising from the application of this Article. In the event that any part of this Article should be declared invalid or that the monthly service fee should be ordered reimbursed to any nonmember, the Association and its members shall be solely responsible for such reimbursement.

Section 3.5 Information to the Association

At the time of the execution of this Agreement, the County will provide the Association with a complete list of all registered nurses, including mailing address, date of hire, job classification, social security number and wage rate. Thereafter, within thirty (30) days of a personnel action appointing to or terminating from employment, the County will provide to the Association such information for all newly-employed registered nurses and will identify all registered nurses who have terminated employment with the County.

Section 3.6 Shop Steward

The Shop Steward shall be a County employee as selected by the Union. A list of shop stewards will be kept current and sent by the Union to each department head and to Human Resources.

Duties required by the Union of its stewards, except attendance at meetings with the County, supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Article 14 hereof, shall not interfere with their or other employees, regular work assignments as employees of the County.

The shop steward, or their designee, involved with a particular grievance must be identified at Step 1 of the grievance procedure and will be designated as the only bargaining unit employee who will be able to gather information pertaining to that particular grievance. The Union will make reasonable efforts to control the amount of investigative time spent between the shop steward and the aggrieved employee.

1 Meetings scheduled with management and other proper investigative procedures, and
2 attendance at meetings specified in Steps 1 and 2 of the grievance procedure shall be
3 considered hours worked for compensation purposes to the extent such meetings occur
4 during the normal hours of work, and not otherwise. In order to use union leave for this
5 purpose, Shop Stewards must notify the supervisor/department head of meetings and
6 other commitments at the time these are scheduled.

7
8 Attendance at meetings specified in Step 3 of the grievance procedure shall be
9 considered hours worked during regularly scheduled business hours of the County for
10 the steward involved, witnesses and the grievant. The County shall not be liable for any
11 overtime as a result of the meeting. Witnesses and the shop steward involved shall be
12 granted leave with pay to the extent their presence at the proceedings is required. If it
13 is a discharge case the grievant shall not be paid except as provided in a remedy
14 awarded.

15
16 **Section 3.7 Negotiations**

17 The negotiating team for the Union, to be comprised of no more than two (2)
18 employees, shall be permitted to attend negotiating sessions during work hours with
19 pay. There shall be no compensation for meetings held outside scheduled work hours
20 of members of the bargaining team.

21

ARTICLE 4. HOURS OF WORK

Section 4.1 Work Week

Clinic Nurses. The work week shall be thirty-seven and one-half (37.5) hours.

Jail Nurses. The work week shall consist of a rotating bi-weekly schedule including five (5) eleven (11)-hour shifts, one four (4)-hour shift and one three (3)-hour shift, using a forty (40)-hour FLSA overtime threshold. Full-time nurses (nurses who regularly work the complete rotation described above) will be paid for one hundred and sixty-two and one-half (162.5) hours per month. Part-time nurses will be paid based on the number of hours actually worked.

The County shall have the discretion to schedule full-time jail nurses up to eight (8) additional hours of work per biweekly period for administrative duties, and training and education, however no nurse will be required to work more than five (5) consecutive calendar days. Such additional work will be without additional pay. Full-time nurses may also self-schedule up to eight (8) additional hours of work per biweekly period. Such additional self-scheduled work will be without additional pay.

Section 4.2 Workday

A. Clinic Nurses. The regular hours of work each day may be seven and one-half (7.5) or nine and three-eighths (9.375), except as arranged between the nurse and Nursing Supervisor. (The parties agree that nurses working a 7.5 hour schedule as of July 1, 2016 may not be moved to a different hour shift or schedule without the nurse's consent.) A one-(1)-hour uninterrupted meal period shall be scheduled by the supervising nurse and, to the extent consistent with the operating requirements of the department, shall be scheduled in the middle of the workday.

B. Jail Nurses. The regular work hours of each regular nurse shall be eleven (11), four (4), or three (3) hours, based upon the rotating schedule described in Section 4.1, except as arranged between the nurse and the division head or designee. On any shift of six (6) hours or more, a one-(1)-hour uninterrupted meal period shall be scheduled by the division head or designee and, to the extent consistent with the

1 operating requirements of the department, shall be scheduled in the middle of the
2 workday.

3 4 **Section 4.3 Clinic Schedules**

5 Whenever possible, clinic schedules shall be posted on the bulletin boards or
6 electronically at least two (2) weeks in advance by the Nursing Supervisor.

7
8 The County will ensure that nurses receive adequate cross training and
9 orientation, as determined by the Department Head, prior to assigning nurses to work
10 outside of their regular position.

11 12 **Section 4.4 Rest Periods**

13 An uninterrupted rest period of fifteen (15) minutes shall be permitted for all
14 nurses for every four hours of work or majority part thereof. (ie. nurses working a seven
15 and one-half (7.5)-hour or nine and three-eighths (9.375)-hour shift will receive two
16 breaks, while nurses working an eleven (11)-hour shift shall receive three (3) breaks.

17 18 **Section 4.5 Flex Time**

19 The County may adjust hours of work by mutual agreement and due to
20 operational need by moving the beginning and ending time of an employee's usual shift.
21 If an employee works in excess of the regularly-scheduled hours of work on a particular
22 day within the work week, with mutual agreement by the employee and the County,
23 hours of work on another day within seven (7) days of its accrual may be reduced by
24 like amount in lieu of the payment of overtime. The County may flex a nurse's work
25 schedule by mutual agreement when services are required on a weekend by adjusting
26 hours of work during the work week.

27 28 **Section 4.6 Weekend Hours**

29 No clinic nurse may be required to work more than two weekend shifts in any
30 calendar month. Jail nurses may be scheduled to work two shifts every other weekend
31 in accordance with the rotating schedule described in Section 4.1.

1 **Section 4.7 Forty-Hour-Work-Week Buy Back**

2 The County will be allowed to buy back the two and one-half (2.5) hours to bring
3 the thirty-seven-and-one-half-(37.5)-hour nurses up to forty (40) hours per week at the
4 salary rates in effect at the time of the change by sending a written notice to the Union
5 informing it of its intention to do so prior to the July effective date of each year of this
6 successor Agreement. The “buy-back” costs will be in addition to the negotiated
7 increase on the salary.

8

1 **ARTICLE 5. HOLIDAYS**

2

3 **Section 5.1 Holidays**

4 The following holidays shall be recognized and observed as guaranteed paid
5 holidays:

6

New Year's Day	January 1
Dr. Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day*	Fourth Thursday in November
Personal Day	Friday following Thanksgiving
½ Personal Day**	Day before Christmas Holiday
Christmas Day	December 25
Personal Day***	Two (2) per fiscal year

7

8 * Four (4) -day weekends for Thanksgiving

9 ** One-half day off (after noon) on day preceding Christmas Holiday

10 *** These are two (2) paid days off per fiscal year requested on a date specified by
11 the employee and scheduled with the consent of the supervisor or Department
12 Head, which consent shall not be unreasonably withheld. If not taken within the
13 year earned, personal days are lost, except that if personal days are scheduled
14 and not taken at the County's request, the employee shall have an additional
15 sixty (60) days to use the personal days. Personal days not taken before an
16 employee's termination date are not compensable. Personal holidays will be
17 credited to each regular and probationary employee on July 1 of each year based
18 on the length of employment in the prior fiscal year as follows: more than nine
19 (9) months – two (2) days; three to nine (3-9) months – one (1) day; less than
20 three (3) months – zero (0) days.

21

1 Any other holiday declared by the President of the United States or Governor of
2 Oregon shall be observed on the first occurrence of that holiday during the term of this
3 contract. Subsequent occurrences shall not be observed except by mutual agreement.
4

5 **Section 5.2 Eligible Nurses**

6 Each regular full-time nurse or regular part-time nurse who has completed one
7 (1) week continuous employment, who is regularly scheduled to work at least fifteen
8 (15) hours per week and who worked his or her last regularly-scheduled day before and
9 his or her first regularly-scheduled day after any of the above holidays shall be eligible
10 for holiday pay. Eligible regular part-time nurses regardless of their daily schedule will
11 receive prorated holiday time off based on the full-time equivalent (FTE) assigned to the
12 nurse on the nurse's personnel action form. This time must be taken on the employee's
13 regular workday closest to the holiday or as determined by the nurse and Nursing
14 Supervisor based on departmental needs within thirty (30) days of its occurrence.
15

16 However, a nurse's failure to work on the prior or next following scheduled
17 workday shall be excused if due to one of the following reasons:

- 18 ▪ Jury service
 - 19 ▪ Scheduled vacation
 - 20 ▪ Scheduled compensatory time off
 - 21 ▪ Bona fide injury or illness for which he or she qualified for sick pay
22 under the provisions of Article 6, section 6.1 of this Agreement
 - 23 ▪ Any other verified reason excused by the Department Head
- 24

25 **Section 5.3 Holiday During Leave**

26 Should a nurse be on authorized leave with pay when a holiday occurs, such
27 holiday shall not be charged against such leave.
28

29 **Section 5.4 Holiday Work**

30 If a nurse works on any holiday listed above, he or she shall, in addition to paid
31 holiday time off, receive compensation at the rate of one and one-half (1.5) times his or
32 her regular rate of pay for all hours worked. For work on a holiday, nurses shall be
33 guaranteed a minimum of four (4) hours' compensation at the rate of one and one-half

1 (1.5) times their regular rate of pay regardless of actual hours worked. This
2 compensation may be collected either in pay or compensatory time off at the nurse's
3 option and within the fiscal limitations of the department and the compensatory time off
4 accrual limit.

5

6 **Section 5.6 Weekend Holidays**

7 Whenever a holiday falls on a Sunday, the succeeding Monday shall be
8 observed as a paid holiday, and whenever a holiday falls on a Saturday, the preceding
9 Friday shall be observed as a paid holiday.

10

ARTICLE 6. SICK LEAVE**Section 6.1 Attendance**

The parties agree that the ability to attend work on a regular and reliable basis is a job requirement. The County may expect that each employee will be available for and attend work consistently.

Section 6.2 Sick Leave Accrual

Sick leave shall be earned by each regular full-time nurse at the rate of one (1) workday for each full calendar month of service. Regular part-time nurses who work at least fifteen (15) hours or more per week shall accumulate monthly sick leave credit in direct proportion to the number of hours actually paid as reflected on the time records during the month. In no event shall a nurse accrue more than the full-time benefit.

In the event of absence from employment for three (3) or more days, the nurse may be required to submit a doctor's report to justify the absence or obtain a clearance from the County Health Department as directed by the Department Head, Nursing Supervisor or designee. Failure to comply, except under extenuating circumstances, may be cause for loss of sick leave pay for the period of absence, or dismissal.

Section 6.3 Sick Leave Conversion

Based on accrual as of July 1 of each fiscal year, employees shall be allowed to convert sick leave accordingly:

A. When a nurse has accrued one hundred fifty (150) hours of sick leave, he or she may convert one (1) accrued sick leave day to one (1) additional personal holiday each fiscal year.

B. When a nurse has accrued three hundred sixty (360) hours of sick leave, he or she may convert two (2) accrued sick leave days to two (2) additional personal holidays each fiscal year.

1 **Section 6.4 Sick Leave Use**

2 A. Nurses may utilize their allowance of sick leave when unable to perform
3 their work duties by reason of illness, injury, need for medical or dental care or exposure
4 to contagious disease if other nurses or members of the public would be endangered by
5 attendance of the nurse.

6
7 B. In the event of sickness, doctor/dental/eye appointments or incapacity
8 requiring full-time care of the nurse's sick or injured family member, which is defined as
9 child, spouse, same sex domestic partner, parent, parent-in-law of the employee, child
10 or parent of same sex domestic partner, such nurse shall be granted the use of up to
11 fifteen (15) days of his or her accumulated sick leave per year with pay. The ability to
12 utilize personal leave to care for members of the family as defined hereinafter shall not
13 accumulate from year to year.

14 **Section 6.5 Sick Leave Notification**

15
16 Sick leave is provided by the County in the nature of insurance against loss of
17 income due to illness. No compensation for accrued sick leave shall be allowed for any
18 nurse when he or she is separated from the County service. Sick leave shall not accrue
19 during any period of leave of absence without pay. In order to qualify for sick leave, the
20 nurse shall advise the Department Head, Nursing Supervisor or designee, whenever
21 possible, prior to the start of the working day or no later than one-half hour into his or
22 her shift of the intent to be absent due to illness. In case of continuing illness, the nurse
23 shall notify his or her supervisor daily of his or her ability to work, unless a different
24 reporting schedule is agreed upon for absences of anticipated long duration.

25 **Section 6.6 Early Use of Sick Leave**

26
27 Due to occupational exposure to communicable diseases, new nurses shall be
28 allowed to use up to five (5) days of their first year's sick leave immediately upon
29 employment. Nurses are encouraged to file a Workers' Compensation claim if an
30 illness is determined to be job-related. If the nurse terminates prior to accruing sick
31 leave to cover sick leave used early under this section, the County shall be reimbursed
32 by a deduction from the final settlement check or by personal reimbursement by the
33 nurse if the final check is insufficient to cover reimbursement.

1
2 **Section 6.7 Public Employees Retirement System Credit**

3 The County shall provide for a Public Employees Retirement System credit for
4 allowable sick leave upon retirement.
5

6 **ARTICLE 7. VACATION LEAVE**
7

8 **Section 7.1 Accrual and Allowance**

9 A. Probationary employees shall not earn vacation during the probationary
10 period. Upon completion of six (6) months of probation, the employee shall receive
11 vacation credit equal to six (6) months' accrual, which may be taken during the first year
12 of employment. Upon successful completion of probation, the employee shall receive
13 vacation credit for the second six (6) months of employment. Regular full-time
14 employees shall accrue vacation time on a monthly basis in accordance with the
15 following schedule. The accrual schedule shall continue during the term of the contract:
16

One (1) through four (4) years	1 working day per month/.04615 hours per hour worked
After four (4) years	1.25 working days per month/.05769 hours per hour worked
After nine (9) years	1.58 working days per month/.07292 hours per hour worked
After fourteen (14) years	1.75 working days per month/.08077 hours per hour worked
After nineteen (19) years	2 working days per month/.09231 hours per hour worked

17
18 For the purposes of this Article, "hours worked" is defined as hours in "paid
19 status." In no event may a nurse accrue more than a full-time benefit.

20 Eligibility for vacation leave is established after six (6) months of continuous
21 employment. Nurses can use only what has been accrued through the end of the
22 month prior to the month when vacation is taken. Vacation leave may be accrued up to
23 a maximum of one and one-half of the amount authorized per year.

1
2 If a nurse is hired before the 16th calendar day of the month, he or she will
3 accrue vacation from the first of the month. If a nurse is hired on or after the 16th
4 calendar day of the month, accrual of vacation leave begins the first day of the following
5 month. Six (6) months of continuous service is based on the month in which accrual
6 begins.

7
8 B. Regular part-time nurses shall accrue prorated vacation leave based on
9 hours actually paid as reflected on the time records, equal to or in excess of fifteen (15)
10 hours per week. In no event may a nurse accrue more than the full-time benefit.

11
12 C. Employees who are off work on extended leave without pay and benefits
13 for thirty (30) days or more shall not earn vacation under this Article.

14 15 **Section 7.2 Continuous Service**

16 Continuous service for benefits accrual shall be defined as service unbroken by
17 separation from the County. Leave resulting from a job-incurred injury, maternity leave,
18 parental leave or authorized paid educational leave shall be included as continuous
19 service. Time spent on other types of authorized unpaid leave will not count as part of
20 continuous service. Nurses returning from such unpaid leave or nurses who were laid
21 off shall be entitled to credit for service prior to the leave.

22 23 **Section 7.3 Vacation Pay**

24 The rate of vacation pay shall be the nurse's regular straight-time rate of pay in
25 effect for the nurse's regular job on the payday immediately preceding the nurse's
26 vacation.

27 28 **Section 7.4 Scheduling Vacation**

29 Nurses shall be permitted to request specified dates for vacation periods.
30 Vacations shall be approved by the supervisor based upon the supervisor's judgment as
31 to the operational needs and workload of the department. Employees who compete for
32 the same vacation period based on seniority have the right to elect vacation based on
33 seniority once per year.

1

2 **Section 7.5 Vacation Pay-Off**

3 Accumulated vacation time off will be paid as of the last day actually worked.

4 Fringe benefits will also terminate as of the last day worked.

5

ARTICLE 8. OTHER LEAVES

Section 8.1 Application for Leave

Any request for a leave shall be submitted in writing by the nurse to the Nursing Supervisor. The request should state the reason the leave of absence is being requested and the approximate length of time off the nurse desires.

When granted, authorization for leave shall be furnished to the nurse by the Nursing Supervisor in writing. Any request for leave shall be answered promptly. Requests for immediate leave, such as family illness or bereavement, shall be answered before the end of the day on which the request is submitted. All other requests shall be answered within ten (10) days.

Nurses shall return to a position in the same classification with the same status under Article 2, section 2.2, of this Agreement.

Section 8.2 Court/Jury Leaves

A regular nurse shall be granted paid leave for:

A. Service With a Jury: The employee shall pay the County any compensation paid on account of serving on jury duty. Nurses released from jury duty shall return to work and complete their normal shift.

Appearance before a court, legislative committee, judicial body or quasi-judicial body as a witness in connection with a nurse's officially-assigned duties in response to a subpoena or other direction by proper authority, provided that the employee shall pay the County any compensation received as a witness fee. Such paid leave shall include the time required going to and from the court.

Section 8.3 Military Leave

Leave shall be granted to regular employees in accordance with state and federal law, and in accordance with the County's military leave policy.

Section 8.4 Peace Corps and Humanitarian Relief

Leave of absence of a nurse to serve in the Peace Corps shall be granted in accordance with Oregon Revised Statutes. A leave of absence not to exceed ten (10) working days in a rolling twelve-(12)-month period may be granted to a nurse to serve with a humanitarian relief organization such as Northwest Medical Teams. Humanitarian relief leave must be pre-approved by the Department Head and the County Manager, and will not be granted if it interferes with the County's operational needs. During humanitarian relief leave, a nurse may use accrued vacation or may take the leave without pay.

Section 8.5 Leave of Absence Without Pay

In instances where the work will not be seriously handicapped because of the temporary absence of a regular nurse, the Department Head may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay in excess of ninety (90) days must be approved by the County Manager. Requests for such leave must be in writing and must establish a reasonable justification for approval. If a regular nurse is on an unpaid leave in excess of fifteen (15) consecutive workdays, the nurse will not accrue benefits for a one-(1)-month period. Any leave of absence in excess of ninety (90) days will be without health and welfare benefits, except as continued by the employee in accordance with COBRA.

Any regular nurse who has been granted an unpaid leave of absence under this section and who for any reason fails to return to work at the expiration of the unpaid leave shall be considered as having resigned the position, unless the nurse, prior to the expiration of the leave, has furnished evidence acceptable to the County that the nurse is unable to return to work by reason of sickness or physical disability, and the leave is extended by the County.

Section 8.6 Outside Employment

No full-time nurses shall accept outside employment, whether part-time, temporary or regular, without prior written approval from the Department Head. Each change in outside employment shall require separate approval, which shall not be withheld unreasonably.

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Section 8.7 Family and Medical Leave (FMLA/OFLA)

A. The County shall provide eligible employees with up to twelve (12) weeks (or maximum required by law) of leave in a rolling twelve-(12)-month period for family or medical leave. Family and medical leave may be taken for the following reasons:

- i. Following the birth or adoption and custody of a child (hereinafter called “parental leave”);
- ii. To care for a family member, as defined by state or federal law (currently spouse, parent, same sex domestic partner, parent-in-law, child or parent of same sex domestic partner, minor child or adult child with disability, grandchild or grandparent), with a serious health condition;
- iii. For the employee’s own serious health condition; or
- iv. To provide home care for a sick child who does not have a serious health condition, as defined by OFLA.

B. Employees on FMLA leave shall use accrued sick leave if the reason for their leave is for their own serious health condition.

C. An employee shall use personal days and compensatory time and up to fifty percent (50%) of accrued vacation while on parental leave.

D. An employee who has used all vacation accruals may use sick leave during the balance of the parental leave.

E. Once an employee has exhausted all accrued paid leaves, the balance of FMLA leave shall be without pay, and after ninety (90) days of unpaid leave it shall be without paid health and welfare benefits, except as continued by the employee in accordance with COBRA.

F. All leave taken for an FMLA- or OFLA-covered reason, whether it is paid or unpaid, shall run concurrently with FMLA/OFLA leave and shall count against the employee’s FMLA/OFLA leave entitlement.

1
2 G. All requests must be in writing on a "Family and Medical Leave" form as
3 soon as practical after the necessity for the leave becomes known to the employee and
4 must state the reason for the medical leave of absence, the relationship of the
5 employee to the person needing care, if applicable, the health condition of the employee
6 or family member necessitating leave, the anticipated length of the leave, and the
7 availability of other family members to care for the family member needing care, if
8 applicable. The unavailability of any other family members to provide care must be
9 explained. Employees must also specify the dates on which the employee first learned
10 of the serious health condition. In cases where a serious health condition is anticipated,
11 the notice shall be provided at least fifteen (15) days before the family and medical
12 leave of absence. Where the serious health condition is unanticipated, an oral request
13 confirmed in writing within three (3) working days constitutes a written request.

14
15 H. Written verification may be required from the treating physician to
16 substantiate leave taken under this policy. If the leave is taken to care for a child
17 requiring home care, physician verification will not be required unless the leave extends
18 four (4) consecutive working days.

19
20 I. Employees will be notified in writing that the medical leave has been
21 approved for the necessary period. Additional time, if necessary, must be requested in
22 advance in writing as provided above, but in no case will cumulative family and medical
23 leave exceed twelve weeks within a rolling twelve-(12)-month period, except as
24 otherwise provided by law

25
26 J. Nurses shall be reinstated following leave in accordance with Article 8,
27 section 8.1 of this Agreement.

28 29 **Section 8.8 Education Leave**

30 After completing two (2) years of continuous service, a full-time nurse may, upon
31 written request, be granted a leave of absence without pay by the Department Head
32 except as provided in section 8.6 of this Article for the purpose of upgrading his or her
33 professional ability through enrollment in educational courses at an accredited school.

1 The period of such leave of absence shall not exceed one (1) year but may be renewed
2 or extended upon the request of the nurse. A one-(1)-year leave of absence with
3 requested extensions for educational purposes may not be provided more than once in
4 any three-(3)-year period.

5
6 **Section 8.9 Continuing Education**

7 A. Voluntary Professional Development. Regular nurses shall be granted
8 leaves of absence with or without pay for educational purposes for reasonable lengths
9 of time to attend conferences, seminars, briefing sessions or other functions of a similar
10 nature that are intended to improve or upgrade the nurse's skill or professional ability,
11 provided, however, that Department Head approval is required and will be based on
12 departmental needs.

13
14 The County agrees to allow a regular nurse to take classes during the
15 regular work week which are related to his or her position and which will result in
16 professional improvement, provided, however, that Department Head approval is
17 required and will be based on departmental needs.

18
19 Each full-time nurse will be entitled to twenty-four (24) hours of paid
20 educational leave annually (sixteen (16) hours for part-time nurses) for educational
21 opportunities related to the nurse's career in nursing. Requests submitted more than
22 three (3) months in advance will not be denied due to lack of replacement staff.

23 Each full-time nurse will be entitled to up to five hundred dollars (\$500.00)
24 annually (\$350 for part-time nurses) for registration fees, materials, and travel expenses
25 related to educational leave. Casual nurses with at least one year of service shall also
26 receive a pro-rated reimbursement based on the number of hours worked in the
27 previous calendar year.

28
29 B. Mandatory Training. The County will pay a nurse's wages for all hours
30 spent in training or acquiring certifications required by the County, State or Federal
31 government, or when such pay has been approved by the County in advance. Whether
32 or not training time counts as "hours worked" for purposes of overtime will be

1 determined in accordance with applicable law. Expenses for mandatory training
2 including tuition, books, manuals, tapes, other training aids, or travel related to such
3 training shall also be paid by the County. .
4
5
6

7 **Section 8.10 Bereavement Leave**

8 In the event of the death of a family member, a full-time or part-time employee
9 may be granted up to five (5) days' leave of absence with full pay to make household
10 arrangements and to arrange for and to attend funeral services. Under such
11 circumstances the family is defined as spouse, domestic partner, parent, children,
12 brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, brother-in-law,
13 sister-in-law, son-in-law, daughter-in-law, foster children, step children, aunt and uncle.
14 Bereavement leave will also be granted for others in the immediate family living in the
15 employee's household. Employees may request additional leave if necessary, without
16 pay or as vacation.
17

18 **Section 8.11 Workload Increase**

19 No nurse shall suffer a significant increase in workload as a result of the granting
20 of any unpaid leave of absence.
21

ARTICLE 9. HEALTH AND WELFARE**Section 9.1 Tuberculosis Test**

At the beginning of employment and annually thereafter, the County shall provide a skin test for Tuberculosis at no charge to the nurse. A chest x-ray will be provided if the skin test for Tuberculosis is positive and/or if symptoms indicate it is needed.

Section 9.2 Health Exams

If health examinations are required for the nurse's continued employment, the County shall arrange it so that such health examination may be obtained without cost to the nurse.

Section 9.3 Medical, Vision, and Dental Insurance

The County and regular nurses will continue to share in the cost of medical, dental and vision insurance coverage. In subsequent years of this Agreement the County and each regular nurse covered by this Agreement shall pay in accordance with caps adjusted in accordance with this Agreement.

For the duration of this Agreement, the County will contribute for each full-time and part-time, regular and probationary employee covered by this Agreement toward the cost of premiums ninety percent (90%) of the full premium for the medical/vision plan offered by the County, and the employee shall pay the other ten percent (10%) plus one hundred percent (100%) of the cost in excess of the cap hereinafter provided for.

Employees may elect coverage under the County's medical/vision plan which for the plan year starting January 1, 2016 will be the CIS Plan HDHP-1 w/HSA and the CIS vision plan (VSP 24/24/24). The HSA provided to employees under this plan shall be \$1,000 per year for the Employee only coverage and \$2,000 per year for Employee plus dependents (any tier). If the County favorably adjusts the HSA contribution for one employee group in any benefit year during the period of this collective bargaining Agreement, then the County shall adjust the Nurses' HSA contribution to match the other employee groups' HSA contribution accordingly.

For 2017, 2018, 2019, 2020, 2021, and 2022 the County will make the HSA

1 contribution for the entire year during January of each year.

2 In addition to the foregoing, the County will continue to provide the dental
 3 insurance plan (ODS Dental Plan 2). The County will pay 90% of the premiums for such
 4 plan and the Employees shall pay 10% of the premium cost by payroll deduction on a
 5 pre-tax basis: and these premium contributions are not subject to the premium caps set
 6 forth in Section 9.4.

7

8 **Section 9.4 Insurance Cap**

9 The County's contribution for the total cost of health insurance provided in
 10 section 9.3 above (excluding the HSA) shall be capped at the amounts set forth below
 11 for 2016 benefits, which amounts shall be increased each year by fifteen percent (15%)
 12 over the prior year cap throughout the life of this Agreement.

13

Effective January 1, 2016

Employee only	\$486.71
Employee plus spouse	\$1,027.75
Employee plus family	\$1,435.14
Employee plus child	\$915.25
Employee plus 2 plus children	\$1,214.44

14

15 *Domestic partner coverage will be provided to the extent available under the County's
 16 insurer's policy.

17

18 If the County favorably adjusts the insurance caps for one employee group in any
 19 benefit year during the period of this collective bargaining Agreement, then the County
 20 shall adjust the Nurses' insurance caps to match the other employee groups' insurance
 21 caps accordingly.

22 **Section 9.5 Part-Time Employees**

23 The County will contribute pro rata based upon the FTE assigned to the nurse on
 24 the nurse's personnel action form toward such coverage for part-time regular
 25 employees whose regular hours of work are twenty (20) or more hours per week. The
 26 pro-rata contribution will be for both the employee's insurance premium and the HAS
 27 contribution.

1 **Section 9.6 Maintenance and Redesign**

2 The County will provide medical, dental and vision coverage that is the same as
3 or substantially similar on the whole to that in effect as of January 1, 2016, unless the
4 carrier in its sole discretion changes the plan benefits during the term of this Agreement
5 or withdraws the plan from options available to the County, or if premium increases
6 make it impracticable to continue such plans given the agreed-upon caps. If either of
7 these events occurs, the County and the Union shall meet to discuss and cooperatively
8 resolve the situation based on the choices that are available to the parties.

9
10 **Section 9.7 Life Insurance**

11 The County agrees to provide each regular nurse working twenty (20) hours or
12 more with term life insurance in the amount of \$40,000. If the County increases the
13 amount of life insurance during the term of this Agreement for other employees of the
14 County excepting the Sheriff bargaining unit, it shall provide the same benefit to the
15 nurses.

16
17 **Section 9.8 Long-Term Disability**

18 The County agrees to provide each full-time regular, part-time regular and
19 probationary nurse covered by this Agreement with a salary continuation insurance plan
20 which is equal to or better than the Option 1 plan formerly offered by the City County
21 Insurance Services (CIS).

22
23 **Section 9.9 Workers' Compensation**

24 A. The County shall cover the employees against occupational injury in
25 accordance with the Oregon Revised Statutes during the term of this Agreement.

26
27 B. Wages for a period of sick leave covered by Workers' Compensation shall
28 be equal to the difference between the Workers' Compensation for the lost time and the
29 employee's regular gross pay, net after taxes. For that portion paid by the County,
30 prorated charges will be made as follows:

- 31 i. Against accrued sick leave at the option of the nurse.
32 ii. Against accrued compensatory time and vacation leave at the
33 option of the nurse, until depleted.

- 1 iii. The nurse will be placed on leave-without-pay status at the nurse's
2 election or when leave balances are exhausted. The County may
3 require the nurse to return to work in any position for which the
4 nurse is physically, medically or otherwise qualified during the
5 recovery period. The employee's failure to return to such work
6 disqualifies the employee from payment under this section.
- 7 iv. Upon acceptance of his or her claim by the County's Workers'
8 Compensation carrier, sick leave or any other accrued leave shall
9 be restored where used for any days absent from work, up to a
10 maximum of three (3) working days for which time loss has not
11 been paid.

12

13 **Section 9.10 Safety Committee Representative**

14 A registered nurse selected by the Association bargaining unit shall be appointed
15 by the County Manager to the Safety Committee. Meeting times shall be compensated
16 by the County at the nurse's regular rate of pay.

ARTICLE 10. COMPENSATION

Section 10.1 Wages

A. Wage Rates. The wage schedule for the term of this Agreement shall be as set forth in Appendix A, which by this reference is incorporated herein.

B. Pay. The salaries and wages of the nurses shall be paid monthly. The monthly payment shall be on the last working day on or before the 5th of the month following the month worked. In the event that the normally scheduled payday is a holiday, the preceding workday shall be the payday.

C. Reporting Pay. Regular nurses reporting to work when directed by the County, but not put to work through no fault of their own, shall receive a minimum of four (4) hours' pay at the applicable straight-time rate, unless notified prior to reporting that their services are not required. The provisions of this section shall not apply if failure to provide work is due to a condition beyond the County's control.

D. Casual Nurse Pay Differential. In lieu of fringe benefits, casual nurses shall be paid a differential of eight percent (8%) above the appropriate step determined in accordance with this Article.

Section 10.2 Public Employees Retirement System

The County will pay the employer contribution to PERS or PERS-substitute as dictated by the PERS Board or the legislature in accordance with the rules and regulations of the PERS Board. The County shall continue to assume, pick up and pay a six percent (6%) employee contribution to the PERS Fund or PERS-substitute as dictated by the PERS Board or the legislature for the employee members participating in the PERS Fund. The County agrees to reopen contract negotiations if any action relating to PERS results in substantial changes to the nurses' contract with the County.

Section 10.3 Promotion and Movement Between Classifications

A nurse promoted to a higher classification (for example, from PHN I to PHN II) shall be paid at the step in range which is at least five percent (5%) higher than the pay

1 received in the lower classification. The date of such promotion or reclassification shall
2 establish a new anniversary date for future wage increases.

3
4 A nurse classified as PHN I can request that his or her job duties/certifications be
5 reviewed to see if it is appropriate to move to a PHN II position. If the nurse
6 demonstrates to the County that the nurse has met the qualifications of the PHN II
7 position, and/or is performing the duties of a PHN II position, the nurse shall be moved
8 to a PHN II, as described in the job description. Such classification reviews may be
9 requested only once per year.

10
11 The County shall determine how many PHN III positions it needs and shall post
12 any PHN III positions that become available, in accordance with Article 15, section 15.9
13 of this Agreement. PHN III positions shall be awarded to the most qualified applicant,
14 whether from inside or outside, based on qualifications, skills and abilities, as
15 determined by the County. If the qualifications, skills and abilities of two or more
16 applicants are determined by the County to be equal, seniority will be the tie-breaker. If
17 a PHN II believes he or she is performing the duties of a PHN III on a consistent basis,
18 he or she may request that the County review his or her position in accordance with
19 County Personnel Policies, Section 4.2.

20 21 **Section 10.4 Overtime**

22 It is understood that nurses are responsible for reasonable overtime at the
23 discretion of the Department Head.

24
25 A. Clinic Nurses. Clinic nurses shall be compensated at the rate of time and
26 one-half for hours worked in excess of seven and one-half (7.5) per day or thirty-seven
27 and one-half (37.5) hours per week but in no event shall such compensation be paid
28 twice for the same hours.

29
30 B. Jail Nurses. Jail nurses will be compensated at the rate of time and one-half
31 for hours worked in excess of the number of hours scheduled in the work day for that
32 position and for all hours worked in excess of forty (40) hours in the work week. Such
33 work week is defined as beginning at 12:00 a.m. Monday and ending at 11:59 p.m. the

1 subsequent Sunday.

2 Compensation for authorized overtime and holiday work shall be paid at the
3 appropriate rate of pay or, at the nurse's option and with Department Head approval,
4 may be paid in the form of compensatory time off. Such approval shall not be
5 unreasonably withheld. Compensatory time off shall be scheduled by agreement
6 between the Department Head, Nursing Supervisor and the employee involved as soon
7 as is mutually convenient following the date on which the authorized overtime work
8 giving rise to the compensatory time is accrued. Compensatory time shall not be
9 accrued in excess of forty (40) hours, and may be paid off in cash by the County at any
10 time.

11

12 **Section 10.5 Wage Plan**

13 A. Classification. Each nursing position of the County has been placed within
14 the classification system, which consists of the "job class title" and corresponding range
15 for each class title.

16

17 B. Pay Schedule. Each position is assigned a "range" and each range has
18 five steps. These steps are designated as Step "A," Step "B," Step "C," Step "D," and
19 Step "E," respectively. Each step is computed at five percent (5%) increments from the
20 "A" Step. The range and step plan is set forth as Addendum A (attached).

21

22 C. Initial Placement Upon Hire. All new regular nurses shall start at Step "A"
23 of the range designated for the job class title for which they are employed, provided,
24 however, that the County may start an employee at a higher step if the County
25 determines that to do so is warranted by qualifications or the need to attract a particular,
26 well-qualified applicant.

27

28 Progression to each higher step shall be granted on the basis of longevity and
29 satisfactory performance. Less than satisfactory performance must be documented by
30 the Department Head in writing and provided to the employee in duplicate. The nurse
31 or nurse representative may appeal a decision not to grant a step increase in writing to
32 a review committee consisting of the Union Representative, the County Manager or
33 designee, and a third party mutually agreed upon by the two. Notice of such appeal

1 shall be sent to the County Manager or designee and Union Representative within thirty
2 (30) days of the denial of the step increase. The County Manager or designee, Union
3 Representative and the third party of their choosing shall meet within fifteen (15)
4 working days to resolve the issue. Their decision shall be reduced to writing, shall be
5 placed in the employee's personnel file, and shall be final and binding upon all parties
6 and is not subject to appeal under the Article relating to settlement of disputes.

7
8 Eligibility for step increases shall occur on the anniversary date of employment in
9 the specific position. Subject to the above qualifications, the nurse at Step "A" shall
10 move to Step "B" at the end of six (6) months; movement to Step "C" shall be at the
11 conclusion of eighteen (18) months in the position; movement to Step "D" shall be at the
12 conclusion of thirty (30) months in the position; movement to step "E" shall be at the
13 conclusion of forty-two (42) months. In the event a nurse is hired at other than step "A,"
14 she shall move to the next step at the conclusion of twelve (12) months, and at twelve-
15 (12)-month intervals thereafter through Step "E." Once a nurse reaches Step "E" there
16 shall be no further movement nor increases other than annual salary adjustments while
17 employed in the specific job class title.

18
19 Casual nurses shall receive a step increase from Step "A" to "B" after twelve (12)
20 months of casual employment and at least four hundred fifty 450 hours of work; casual
21 nurses shall advance to higher steps after twelve (12) months from the last step
22 increase and at least nine hundred (900) additional hours worked.

23
24 D. When any new position is established the County shall designate a job
25 classification and wage structure for the position. In such event the Association may
26 bargain over the wage.

27 28 **Section 10.6 Out-of-Class Pay**

29 Nurses who are assigned in writing supervisory duties of a higher class for a
30 period of five (5) working days or longer shall be paid at ten (10%) differential for all time
31 worked in the higher classification.

Section 10.7 Mileage Allowance

A nurse authorized and required by the County to use his or her private automobile for official County business shall be reimbursed at the current IRS rate per mile. Should the County Manager unilaterally increase the mileage rate allowance for any elected official or other County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the mileage allowance provided for in this section to the same rate. The County will continue to provide County cars for nurses' use to the extent of budgetary limitations.

Section 10.8 Use of Pool Car

If a nurse loses the use of his or her car due to an accident or other incident while on County business, the County shall, whenever practical, provide him or her with a pool car while his or her car is being repaired. Such pool car shall be used by the nurse for County business only.

Section 10.9 On-Call Status and Pay

Nurses may be required to take on-call during the time periods between 5:00 p.m. to 8:00 a.m. on a weekday or between 5:00 p.m. Friday to 8:00 a.m. Monday on a weekend. However, no nurse shall be scheduled for more than one hundred twenty-eight (128) hours on-call over a two-(2)-calendar-month period.

Nurses shall not be considered to be in on-call status unless specifically designated by the department head or designee at least two (2) weeks in advance or by mutual agreement. The mere provision of a cell phone or other communications device shall not be considered as a designation to be on-call. Nurses shall be paid \$3.25 for each hour on-call. In addition any work performed on behalf of the County during on-call hours shall be paid at time and one-half the nurse's step rate. All work shall be paid and shall be paid at a minimum of one hour at the time-and-one-half rate.

1 **Section 10.10 Call-Back**

2 Any regular employee who is requested to work outside the set hours of work
3 shall receive a minimum of four (4) hours of pay at the overtime rate of pay if not
4 continuous with his or her regular work shift.
5

6 The County and the nurse may mutually agree to flex the nurse's call back work
7 hours within any work week in order to grant time off in lieu of call-back compensation.
8

9 If the matter can be resolved by a phone call, telephonic work while off-duty shall
10 be paid at the overtime rate for a minimum of fifteen (15) minutes and with rounding to
11 the nearest fifteen (15) minute increment.
12

13 **Section 10.11 Weekend Differential**

14 Clinic Nurses who work during the time period between 12:01 a.m. on Saturday
15 and 12 midnight on Sunday shall be paid a differential of \$1.50 per hour for all time
16 worked. The foregoing weekend differential shall not apply to any time for which the
17 nurse is paid overtime. The weekend differential is not applicable to jail nurses.
18

ARTICLE 11. DISCIPLINE AND DISCHARGE

Section 11.1 Purpose

In order to protect the rights of employees covered by this labor agreement, it is the policy of the County to thoroughly investigate complaints alleging misconduct, lack of performance, or improper performance by any employee. At the conclusion of any inquiry, appropriate action will be taken. Discipline of an employee is just one of a number of alternatives which may be appropriate.

Section 11.2 Application

Casual, fill-in, and newly hired probationary nurses serve at the pleasure of the County. Regular nurses may be disciplined or discharged only for just cause. Disciplinary action may be imposed upon any nurse failing to fulfill his or her responsibilities as a nurse of the County or for engaging in conduct, which interferes with the performance of the County functions.

Section 11.3 Concept of Discipline

The County's view of discipline involves a system-wide approach, including positive as well as negative elements of discipline. Instilling discipline can be both positive and negative in that it may involve encouragement, inspiration, counseling and training, or imposition of negative sanctions.

Positive discipline is found where employees are well trained, well-motivated, able to work without close and constant supervision, and capable of cooperation and correction. Discipline becomes negative where employees are directed and controlled in their work through punishment or the threat of punishment. Such discipline may range from a warning, to suspension or discharge. The appropriate level of discipline is determined taking into account the totality of circumstances.

1 **Section 11.4 Employee Responsibility**

2 Employees are expected to follow all County rules and policies, and to perform
3 their duties in a competent manner.

4
5 **Section 11.5 Function of Positive Discipline**

6 When appropriate, the County will reward, train, and counsel employees in order
7 to motivate desired behavior and performance. Rewards include letters of recognition or
8 commendation and other awards identified and determined by the County.

9
10 **Section 11.6 Employee-Supervisor Meetings**

11 An employee's immediate supervisor shall be encouraged to meet with an
12 employee to informally discuss work performance or conduct of an employee, which in
13 the opinion of the supervisor requires improvement or correction. Meetings for this
14 purpose are not considered disciplinary.

15
16 In such meetings, supervisors will take reasonable steps to point out specific
17 areas that require improvement and possible methods for resolution of such
18 deficiencies. Such meetings are intended to assist the employee in developing
19 improved employment skills, job performance and/or job modification, and shall be
20 considered non-punitive. Such meetings are not subject to the grievance procedures.

21
22 Such meetings shall be in private with the employee, the immediate supervisor
23 and Shop Steward or Union Representative provided the employee requests their
24 presence and such presence will not create an unreasonable delay.

25
26 The County shall advise a regular nurse of their right to union representation in
27 advance if it is known a meeting may result in disciplinary action. If it is not known in
28 advance of the meeting, the County will so advise a nurse as soon as such
29 determination is made.

30
31 **Section 11.7 Counseling as a Function of Positive Discipline**

32 Counseling will occur when a supervisor reasonably believes that an employee
33 has an existing problem or is experiencing difficulty understanding or adjusting to, or

1 responding to matters which are job related and pertain to assigned tasks; personnel or
2 County policies; other County performance , attendance or conduct concerns which
3 impact or have a direct nexus to the performance of duty.

4
5 Counseling may occur when a deteriorating effect on work performance is noted and
6 there is reason to believe that counseling will assist the employee in a supportive way.

7
8 A supervisor may utilize the counseling process. If in the initial counseling effort, a
9 remedy cannot be found, then the counseling process will be referred to the Sheriff or
10 County Manager, and may be further referred to a counseling professional or an
11 employee assistance provider.

12
13 Training and Counseling memoranda shall be removed from the Supervisor Notebook
14 one year after date of issuance or the next evaluation whichever occurs last.

15 16 **Section 11.8 Progressive Discipline**

17 If the County has cause to discipline or discharge a nurse, it shall be done
18 in a manner which will not embarrass the employee before other employees or
19 the public. All discipline will be used in a progressive manner to correct employee
20 performance. While it is agreed that steps of discipline may be skipped in cases
21 of egregious conduct or performance, the normal progressive discipline actions
22 shall include:

- 23
- 24 A. Documented verbal warning;
 - 25 B. Written warning;
 - 26 C. Suspension or one-step pay reduction of no more than one month;
 - 27 D. Dismissal.
- 28
29

30 Training or counseling memoranda provide forewarning of possible discipline and
31 as such shall not be considered disciplinary, nor documented in an employee's
32 personnel file. If the County has reason to discipline an employee, it shall be done in a
33 manner that is least likely to embarrass the employee before other employees or the

1 public.

2 Copies of letters imposing discipline shall be forwarded to the employee and the
3 Union President when placed in an employee's personnel file.

4 5 **Section 11.9 Appeal of Disciplinary Action**

6 Employees who have completed their initial probationary period shall have the
7 right to appeal disciplinary action through Article 15, Settlement of Disputes. Disputes
8 involving discipline imposed by the immediate supervisor shall begin at Step 2 - Division
9 or Department Head . However, no employee or Association grievance concerning a
10 documented verbal warning may be processed to the County Manager or to arbitration.

11 The Association shall have the right to take up a suspension and/or discharge as
12 a grievance at Step 3 of the Grievance Procedure, and the matter shall be handled in
13 accordance with this procedure through the arbitration step if deemed necessary by
14 either party.

15 16 **Section 11.10 Documented Verbal Warnings**

17 Whenever a documented verbal warning is issued to a nurse, a copy of that
18 warning will be provided to the nurse and a copy placed in the nurse's personnel file,
19 with or without approval. The nurse shall be allowed the opportunity to submit a rebuttal
20 concerning adverse matters, which shall be entered into the personnel file.

21 22 **Section 11.11 Personnel Files**

23 All personnel files will be routinely reviewed by the County periodically, or upon
24 reasonable employee request, for materials reflecting favorably and adversely to
25 determine the continued relevance and appropriateness thereof. Materials deemed
26 inappropriate or of no further relevance to the County may be removed from the
27 personnel file and given to the employee. Employees with two years without a caution,
28 consultation, warning, admonishment, or reprimand may have documentation of two
29 years prior to the request removed to a separate labor relations file. The existence of
30 such a file shall be noted in the employee's personnel file. The materials removed may
31 only be used to show forewarning or progressive discipline in a later disciplinary action,

1 or to show that the County has managed or supervised with due diligence.

2
3 **Section 11.12 Due Process Procedures**

4 Due process is not a factor when considering actions except economic
5 discipline.

6 A. Administrative Suspensions With Pay. Suspension with pay may be
7 taken administratively and not as discipline whenever the circumstances warrant, for
8 example, when a member is involved in a traumatic incident, or is suspected of
9 misconduct , which warrants discharge or relief from duty. Under such circumstances, a
10 member may be suspended with pay for the member 's welfare, or until sufficient facts
11 have been obtained in order to provide written notice and schedule an informal meeting
12 between the person who has authority to investigate further or impose discipline. After
13 the meeting and depending upon the outcome, it may be appropriate to change the
14 suspension to one without pay if the facts warrant such action, or to restore the member
15 to duty status.

16
17 B. Disciplinary Suspension Without Pay, Temporary Reduction in Rate of
18 Pay, and Dismissal. A supervisor intending to take disciplinary action involving loss of
19 pay, pay demotion or dismissal will, prior to taking such action :

- 20 1. Notify the employee and the Association representative in writing of the
21 nature of the charges and corroborative details, which will include a
22 copy of the complaint against the employee and which will identify the
23 directives, policies, procedures, work rules, regulations , or other order
24 of the County which appear to have been violated and a copy of the
25 entire investigation including all materials reviewed by the County.
- 26
27 2. State the range of discipline that is being considered; and
- 28
29 3. Afford the accused employee an informal opportunity to respond to
30 the charges orally or in writing, normally within five (5) days from receiving such written
31 notice .

32
33 The opportunity to respond may occur at a meeting conducted and presided over

1 by the supervisor with authority to impose or recommend the proposed disciplinary
2 action. The meeting shall be informal and sufficient to assure the employee full
3 opportunity to be heard, refute the charges, and have the employee's position
4 considered prior to the imposition of discipline. Discipline action shall be based on just
5 cause as defined by 11.7.

6
7 The meeting shall be taped recorded by the County or a written record made of
8 the proceedings with a copy supplied to the Union.

9
10 The employee shall have the right to answer the charges in writing and orally.
11 The employee shall be entitled to Union representation at all meetings when discipline
12 under Article 11.6 is imposed .

13
14 The Division or Department Head, or supervisor will issue a written decision
15 imposing discipline, exonerating the employee or taking any other action deemed
16 appropriate.

17
18 Provided however that the foregoing preliminary due process procedure need not
19 be followed if it would be impractical to provide such pre-deprivation process, a
20 substantial governmental interest justifies prompt action, and post-deprivation process
21 satisfies constitutional requirements (as is the case with grievance arbitration, for
22 example), and substantial assurance exists the deprivation of pay for the duration of the
23 suspension without pay is not baseless or unwarranted.

24 25 **Section 11.13 Complaints of Criminal Activity**

26 Complaints against employees, which allege criminal violation(s) may be grounds
27 for investigation or bringing criminal charges. Criminal proceedings are unrelated to
28 discipline and will not serve to prevent the internal disciplinary process from dealing with
29 the same matter.

30
31 Employees shall be entitled to Association representation at any meeting where
32 the employee has a reasonable belief that the discussion may lead to disciplinary
33 action.

ARTICLE 12. SETTLEMENT OF DISPUTES

Section 12.1 Definitions

A. Grievance. A complaint by one or more nurses or by the Association involving the interpretation, application or alleged violation of an express written provision of this Agreement, or any disciplinary or discharge action taken against a nurse, except that a grievance may not be brought over an oral reprimand, and a grievance concerning a written reprimand may not be advanced beyond the County Manager step.

B. Grievant. One or more nurses or the Association.

Section 12.2 Grievance and Arbitration Procedures

A. Informal Procedure. The grievant should take up the grievance or dispute with the Nursing Supervisor before proceeding to Step 1 of the Formal Grievance Procedure.

B. Formal Procedure.

Step 1 – Department Head. If the grievance is not resolved informally or if the grievant prefers to go directly to Step 1, the grievant shall submit the grievance in writing to the Department Head within ten (10) working days after the grievant knows or should reasonably have known of the events giving rise to the grievance. Within five (5) working days after the grievance is submitted, the Department Head shall meet with the grievant in an attempt to settle the grievance.

The Department Head shall have five (5) working days following this meeting to respond to the grievance. A copy of his or her response shall be sent to the Association.

Step 2 – County Manager. If the Department Head's response does not resolve the grievance, the grievance shall be submitted to the County Manager within five (5) working days from the expiration of the five-(5)-working-day period for response at Step 1. The grievance shall be presented in writing.

1
2 The County Manager shall have fifteen (15) working days to respond to
3 the grievance at Step 2. A copy of the County Manager's response shall be sent to the
4 Association.

5
6 Step 3 – Arbitration. Should the aggrieved employee or the aggrieved
7 employee's representative not be satisfied with the determination at Step 2, the
8 Association shall have the right to submit the matter to binding arbitration within fifteen
9 (15) working days from the date the County Manager's written decision is due or
10 received, whichever is sooner. After the matter has been so submitted, the parties or
11 representatives may agree upon an arbitrator, or may jointly request from the Federal
12 Mediation and Conciliation Service a list of names of seven (7) arbitrators. The parties
13 may select an arbitrator from the list by mutual agreement or shall alternatively strike
14 names from the list until one name remains. Each party retains the right to reject one
15 (1) list in its entirety and request that a new list be submitted.

16
17 The arbitrator's decision shall be final and binding upon both parties, but
18 the arbitrator shall have no power to alter in any way the terms of this Agreement or to
19 impose on either party a limitation or obligation not explicitly provided for in this
20 Agreement and the arbitrator shall be requested to issue his or her decision within thirty
21 (30) days after conclusion of the proceedings.

22
23 Expenses for arbitrators' services in the proceedings shall be borne
24 equally by the County and the Association. However, each party shall be responsible
25 for any other expenses incurred by it.

26 27 **Section 12.3 Time Extension**

28 The time limits expressed herein are of the essence of this Agreement. The time
29 period specified in this Article may be extended or modified by mutual consent. Any
30 modification of time limits must be agreed to in writing. If the County fails to meet or
31 answer any grievance within the time limits prescribed for such action by this Article, the
32 grievance shall be advanced to the next step. Failure by the employee or the
33 Association to submit or advance a grievance in accordance with the time limits

1 specified, without such a waiver, shall constitute abandonment of the grievance if the
2 County provides the Association representative with written notice (and a copy to
3 members of the bargaining committee) of the expiration of time and allows seventy-two
4 (72) hours in which to cure the failure to advance.

6 **Section 12.4 Association Representative**

7 The Association shall designate its representative for grievance processing. If
8 the Association representative is a County nurse, she or he shall make every effort to
9 investigate grievances and process them during hours, which will not unduly interfere
10 with County operations. However, where it is reasonably necessary to investigate the
11 grievance during working hours, it will be done without loss of pay to the Association
12 representative, grievant or witnesses, whose presence in such investigation and
13 processing is necessary. A list of Association representatives and other officers shall
14 be provided to the County.

16 **Section 12.5 Grievance Meetings**

17 The Human Resources Director and the Department Head shall meet at mutually
18 convenient times with representatives of the Association. The purpose of meetings with
19 the Association will be to adjust pending grievances and to discuss procedures for
20 avoiding future grievances. In addition, the committee may discuss with the County
21 other issues, which would improve relationships between the parties. Prior notice of
22 topics for discussion at such meetings shall be furnished by each party to the other.

24 **Section 12.6 Determination of Merit**

25 The provisions of this Article shall not be interpreted to require that the
26 Association process any grievance through the grievance or arbitration procedures,
27 which it believes, in good faith, lacks sufficient merit.

29 **Section 12.7 Grievance Content**

30 Written grievances shall include, to the best of the nurse's understanding, a
31 statement of the grievance and a specific remedy requested. Reference to the specific
32 article of the Agreement alleged to have been violated should be included in the
33 grievance statement.

ARTICLE 13. STRIKES AND LOCKOUTS**Section 13.1 Strikes**

The Association and its members, as individuals or as a group, will not initiate, cause, participate in or join in any strike, work stoppage, work slow-down, picketing or any other restriction of work at any location in the County during the life and duration of this Agreement. Disciplinary action, including discharge, may be taken by the County against any nurse engaged in a violation of this Article.

Section 13.2 Association Responsibility

In the event of a strike, work stoppage, work slow-down, picketing or other restriction of work in any form either on the basis of individual choice or collective nurse conduct during the life and duration of this Agreement, the Association will immediately upon notification from the County attempt to secure an immediate and orderly return to work.

Section 13.3 Lockouts

There will be no lockouts of nurses in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

Section 13.4 Effect During Impasse

In the event the parties reach statutory impasse in a mid-term negotiation provided for by contract reopener, this Article shall not preclude strike or lockout action taken in accordance with Oregon law.

ARTICLE 14. LAYOFF**Section 14.1 Seniority**

Seniority is defined as continuous service from the last date of hire. For purposes of computing seniority, all authorized paid leaves shall be considered as time worked. Seniority shall not accrue during unpaid leaves in excess of ninety (90) days. A break in service results from layoff in excess of fourteen (14) months, resignation or discharge.

Casual nurses shall not accrue seniority.

Section 14.2 Layoff Procedure

A layoff is defined as an involuntary administrative separation of a regular employee from County service for lack of work or funds. Layoff is a full separation from employment or an involuntary reduction of the employee's regularly scheduled FTE hours by twenty-five percent (25%) or more.

The Department and/or the nurse may initiate a discussion for a voluntary reduction in hours. Voluntary reduction in hours is not a layoff.

A written notice of layoff stating the reasons for it will be given at least fifteen (15) days before the effective date except in emergency situations, in which case the nurse shall be paid for the number of days he or she would have otherwise been scheduled to work during the notice period.

The County shall determine the specific positions to be eliminated and nurses in those positions shall be notified of layoffs. Layoff within a classification shall be by seniority, provided that competence, skills and abilities are considered substantially equal by the County. PHN I and PHN II will be considered the same classification for purposes of layoff. PHN III and Nurse Practitioner/Clinician are considered separate job classifications from PHN I/II and from each other.

A laid-off nurse may displace another nurse with less seniority in an equal or

1 lower job classification in the bargaining unit, provided that competence, skills and
2 abilities are considered substantially equal by the County or the nurse can demonstrate
3 proficiency in the retained job duties following a twenty-(20)-working-day orientation
4 period. If a laid-off nurse bumps another nurse, the laid-off nurse must assume the
5 duties, hours, schedule and classification of the bumped nurse. A laid-off nurse who
6 does not displace another nurse, or who is unable to demonstrate proficiency in the job
7 duties following a twenty-(20)-working-day orientation period will be placed on the layoff
8 list.

10 **Section 14.3 Recall of Laid-Off Nurses Because of Reduction in Force**

11 Regular nurses laid off because of reduction in workforce shall be placed on a
12 recall list for a period of fourteen (14) months. Nurses on the recall list shall be recalled
13 within their job classification at time of layoff in the inverse order of their layoff. A nurse
14 may decline to accept recall once and not jeopardize her position on the recall list.
15 Should a nurse decline to accept a second recall, he or she shall be considered to have
16 terminated her or his employment with the County.

17
18 The Human Resources Director shall notify the nurse of recall by telephone; in
19 the event the nurse cannot be reached by telephone, the Human Resources Director
20 shall notify the nurse of recall by certified mail, marked "Deliver to Addressee Only –
21 Return Receipt Requested," with a copy forwarded to the Association. The nurse shall
22 be given ten (10) calendar days from the date of receipt of the telephone call or fifteen
23 (15) days from mailing of the certified mail within which to notify the County of his or her
24 intention to return to work.

26 **Section 14.4 Leave Credit Following Re-employment**

27 A regular nurse who is re-employed following a layoff shall have sick leave
28 credits that were accrued and unused during the previous period of employment
29 restored provided re-employment occurs within the fourteen-(14)-month period.

31 **Section 14.5 Vacation Rights in Case of Layoff or Separation**

32 Any regular nurse who is laid off, discharged, retired or separated from the
33 service of the County for any reason prior to taking her vacation shall be compensated

DRAFT	August 16, 2016
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- 1 in cash for all unused vacation she has accumulated at the date of separation.
- 2
- 3

ARTICLE 15. GENERAL PROVISIONS

Section 15.1 Discrimination

Neither the County nor the Association shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws, rules and regulations as designated by state and federal legislation or executive order.

All references to nurses in this Agreement designate both sexes. Whenever either the masculine or feminine gender is used, it shall be construed to refer to both males and females.

The County recognizes the rights of nurses to become members of the Association, and shall not discriminate, interfere, restrain or coerce any nurse because of Association membership, activity in an official capacity on behalf of the Association, or for any other cause provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibilities to the public.

Section 15.2 Employee Training

The Health Department shall familiarize new employees with their obligations and rights and inform them about the general functions of County government during each new nurse's orientation.

Section 15.3 Bulletin Boards

The County agrees to furnish and maintain suitable bulletin boards in convenient places at each work area to be used by the Association. Nurses and the Association shall limit postings to notices and bulletins on such bulletin boards.

Section 15.4 Visits by Association Representative

The County agrees that accredited representatives of the Association, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during work hours to conduct Association business provided such visits do not interrupt the nurses' work and prior notice and approval has been

1 given by the Department Head or designee.

2

3 **Section 15.5 Entire Agreement**

4 This contract represents the complete collective bargaining and full agreement by
5 the parties in respect to rates of pay, wages, hours of employment or other conditions of
6 employment which shall prevail during the term hereof, and any matters or subjects not
7 herein covered have been satisfactorily adjusted, compromised and waived by the
8 parties for the life of this Agreement.

9

10 It is agreed by the parties that all rights, benefits and conditions existing at the
11 time of this Agreement shall be continued, subject to the terms thereof, without change,
12 unless expressly modified, amended or changed by mutual agreement of the parties,
13 provided, however, that the parties shall negotiate in accordance with the Public
14 Employees Collective Bargaining Act over any change in working condition which is
15 necessary in order to comply with state or federal law, regulation or rule, the terms of a
16 grant, or a change which affects the working relationship with another institutional health
17 care provider. In the event the County unilaterally implements a final offer, the
18 Association shall not be bound by Article 13 of this Agreement.

19

20 **Section 15.6 Copy of Agreement**

21 The County agrees to furnish each nurse in the bargaining unit with a copy of this
22 Agreement when it becomes effective. The County agrees to share equally with the
23 Association the costs of printing this Agreement. New nurses shall be provided with a
24 copy of the current rules and this Agreement at the time of hire.

25

26 **Section 15.7 Professional Issues Review Meetings**

27 The Department Director will meet quarterly with a committee of two Association
28 representatives to review issues of professional nurses, including but not limited to:

- 29 ▪ Patient care delivery
- 30 ▪ Educational programs
- 31 ▪ Workload distribution
- 32 ▪ Leave scheduling and coverage

33

1 The meetings will be scheduled at the request of the Association. At the
2 meeting, the participants will share information and review suggestions from the
3 Association for change. The Director will respond to the Association's suggestions, but
4 neither the Association nor the County shall have an obligation to implement or
5 negotiate on them.

6 7 **Section 15.8 Personnel Files**

8 A nurse may inspect and copy the contents of her or his personnel file upon her
9 or his oral or written request to the Human Resources Director to do so. If the nurse
10 believes that there is material in the file, which is incorrect or derogatory, she or he shall
11 be entitled to prepare in writing her or his explanation regarding the particular material,
12 and this shall be included as a permanent part of the file. Relevant information shall be
13 filed in the personnel file in a timely manner.

14 15 **Section 15.9 Filling of Position Openings**

16 Whenever the County has a Public Health Nurse position opening to be filled,
17 notice of such opening(s) shall be posted in the department on the Associations bulletin
18 board for a period of at least one (1) week to provide employees an opportunity to apply
19 for the position. A copy will also be sent to the ONA Representative. The County will
20 give due recognition to seniority when filling positions.

21 22 **Section 15.10 Mutual Aid Agreements**

23 The County will bargain with the Association over the terms and conditions of
24 employment for nurses working under a mutual aid agreement.

ARTICLE 17. APPENDIX

1
2
3
4

Appendix A is intended to be part of this Agreement and by this Agreement and
by this reference incorporated herein.

1
2

ARTICLE 18. SIGN-OFF

1 **APPENDIX A**

2 **Oregon Nurses Association**

3 The attached matrix plan reflects the current wage rates.

4 Effective July 1, 2016 the matrix plan shall be adjusted across the board by eight
5 and one-half percent (8.5%).

6
7 Effective July 1, 2017, the matrix plan shall be adjusted across the board by not
8 less than two and one-half percent (2.5%) nor more than four and one-half percent
9 (4.5%) based upon the change in the All US CPI-U for the period May to May.

10
11 Effective July 1, 2018, the matrix plan shall be adjusted across the board by not less
12 than two and one-half percent (2.5%) nor more than four and one-half percent (4.5%)
13 based upon the change in the All US CPI-U for the period May to May.

14
15 Effective July 1, 2019, the matrix plan shall be adjusted across the board by not
16 less than two and one-half percent (2.5%) nor more than four and one-half percent
17 (4.5%) based upon the change in the All US CPI-U for the period May to May.

18
19 Effective July 1, 2020, the matrix plan shall be adjusted across the board by not
20 less than two and one-half percent (2.5%) nor more than four and one-half percent
21 (4.5%) based upon the change in the All US CPI-U for the period May to May.

22
23 Effective July 1, 2021, the matrix plan shall be adjusted across the board by not
24 less than two and one-half percent (2.5%) nor more than four and one-half percent
25 (4.5%) based upon the change in the All US CPI-U for the period May to May.

26
27 Casual employees shall be paid an additional eight percent (8%) in lieu of benefits.

28
29
30
31
32
33
CLASS AND SALARY RATE TABLE EFFECTIVE JULY 1, 2016

Elig	Wage	Rate	Class
------	------	------	-------

TITLE	20	O	3	Y	MINIMUM	B	STEPS	D	MAXIMUM	HOURLY RATE	
					A	B	C	D	E	STEP A	TOP STEP
NURSE-PRACTITIONER/CLINICIAN	20	O	3	Y	\$37.51	\$39.39	\$41.35	\$43.42	\$45.60	---	---
PUBLIC HEALTH NURSE I	16	O	3	Y	\$27.98	\$29.37	\$30.84	\$32.40	\$34.01	---	---
PUBLIC HEALTH NURSE I – JAIL NURSE	16	O	3	Y	\$27.98	\$29.37	\$30.84	\$32.40	\$34.01	---	---
PUBLIC HEALTH NURSE II	17	O	3	Y	\$30.86	\$32.41	\$34.04	\$35.72	\$37.51		
PUBLIC HEALTH NURSE II – JAIL NURSE	17	O	3	Y	\$30.86	\$32.41	\$34.04	\$35.72	\$37.51	---	---
PUBLIC HEALTH NURSE III	18	O	3	Y	\$34.01	\$35.70	\$37.49	\$39.35	\$41.33		
PUBLIC HEALTH NURSE III – JAIL NURSE	18	O	3	Y	\$34.01	\$35.70	\$37.49	\$39.35	\$41.33	---	---

CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or by Fax 503-293-0013. Thank you.

Your Name: _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement with CLATSOP COUNTY FOR 7/1/2013 THROUGH 6/30/2016.

Signature: _____

Today's Date: _____

Your Mailing Address _____

Home Phone: _____ *Work Phone:* _____

Email: _____

Unit: _____ *Shift:* _____