

REVISED AGENDA
COOS COUNTY BOARD OF COMMISSIONERS
Owen Building Large Conference Room
March 5, 2019
8:30 A.M.

1. **EXECUTIVE SESSION under the authority of ORS 192.660**
 - A. (2)(e) Real Property Transactions
 - B. (2)(h) Consultation with Counsel

2. **PLEDGE OF ALLEGIANCE**
CITIZEN COMMENTS (agenda items or general comments) – limited to 3 minutes per person- scheduled to begin at 9:30 AM

3. **DEPARTMENT HEADS**
 - A. Presentation on Air Service Between North Bend & Portland- Southwest Oregon Regional Airport
 - B. Request Approval of Merit Step Increase- Coos Health & Wellness (CHW)
 - C. Request Approval to Fill Maintenance Worker IV Position at Step 4- Road
 - D. Request Approval of Advance Tactical Dispatch Training & Authorize Sheriff to Sign- Sheriff
 - E. Request Approval of Networking Training- Information Technology (IT)

4. **CONSENT CALENDAR- administrative matters not up for discussion**
 - A. **Approval of Minutes**
Hearing- Ordinance Amending the Coos County Code to Promulgate Rules and Regulations Protecting County Citizens from Arbitrary and Excessive Utility Charges- January 15, 2019
Worksession- Budget Planning & Nationwide Plan Amendment- January 29, 2019
Regular Meeting Minutes- February 19, 2019
Worksession- Pay Equity- February 20, 2019
Worksession- Parks Succession Planning- February 20, 2019
 - B. **Orders & Resolutions**
Resolution 19-02-027B, In the Matter of Dissolving the Planning Fund
Resolution 19-02-028P, In the Matter of Classifying and Placement of Various Employees on the Regular Coos County Payroll Effective Their Hire Date
Resolution 19-02-029P, In the Matter of Granting Salary Merit Step Increase for Amy Dibble Effective March 1, 2019
Resolution 19-02-030P, In the Matter of Filling a Vacant Position Effective February 18, 2019
Resolution 19-02-031P, In the Matter of Filling a Vacant Position Effective February 13, 2019
 - C. **Items Previously Approved (authorize Chair to sign where necessary)**
Contract with Creative Creations Landscaping- CHW- landscaping at Swan Building
IGA #153119 Amendment #6 with State of Oregon- CHW- additional funding
Contract Amendment with Yockim Carollo LLP- County Counsel- legal services
Contract Amendment with HGE Architects- County Counsel- Dora/Sitkum RFPD garage project
 - D. **Maintenance Agreements/Licensing (authorize Chair to sign where necessary)**
Contract Renewal with MTS Call Accounting- IT- software licensing & support

5. **LATE AGENDA ITEMS**
 - A. Request Acceptance of Grant for Laverne Park Restroom Replacement & Authorize Chair to Sign- Parks
 - B. Request Approval to Purchase Switch- IT
 - C. Request Approval of Medical Debt Settlement Agreement & Release- County Counsel

6. **CCAT GOVERNING BODY**
 - A. Request Approval to Renew Insurance Agreement

7. **COMMISSIONERS REPORTS**

This agenda does not limit the ability of the Commissioners to consider additional subjects. The Board reserves the right to place a time limit on public testimony on any matter. The meeting place is handicapped accessible; if special accommodation is needed, please contact the office at least 24 prior to the meeting.

BOC only: _____
Consent Agenda _____
Regular Agenda _____

LAVE **AGENDA ITEM COVERSHEET**

Agenda Item Title: Laverne Park Middle Restroom Replacement *Grant Agreement*

Department: Parks **Requested Agenda Date:** *3/5/19*

Contact Person: Larry Robison **Phone/Ext.:** 7756

Background and description of need or problem: Coos County has been awarded a County Opportunity Grant in the amount of \$111,000 for the replacement of the middle restroom/shower building at Laverne Park. Attached is a Grant Agreement which needs to be signed.

Funding Source: OPRD County Opportunity Grant Program

Requested Action: The BOC sign the attached agreement *and authorize Chair to sign.*

Date: *2/27/19* **Signature of Dept. Head:** *Larry Robison*

If this is a Human Resources issue, forward to the Treasurer who will forward it to Human Resources. For all other matters, forward the document to Counsel no later than the Monday prior to the Agenda deadline. Counsel will forward to Treasurer.

- If this is a contract or grant:
- Is the contract or grant an original? *(2)*
 - Is the Contract/Grant Summary Form attached?
 - Is the contract signed first by the vendor (except state/federal grants or contracts)?
 - If insurance is required, is the insurance certificate attached?
 - Is the Clerk's Coversheet attached or do you want it returned to you for filing?

Departments Affected:

COUNSEL: *NT*

TREASURER: *NS*

HUMAN RESOURCES: *[Signature]*

SA

CONTRACT / GRANT SUMMARY FORM

Clerk's File C&A No.: _____ (complete after filed with Clerk) Internal Contract/Agreement or Grant No.: COG19-003

Name/Agency Name and Address: Oregon Parks and Recreation, 725 Summer Street NE, Suite C, Salem, OR 97301

Contact Person: Mark Cowan Phone No. 503-986-0980

Amount of Contract/Grant Award: \$ 111,000

Payment Terms: partial payment of 90% of eligible reimbursable costs. The final 10% will be reimbursed upon approval of the completed project. (state lump sum or amount and time of payments)

Start Date: date of signed agreement End Date: 3/31/2021

County Department and Employee Responsible for Performance: Parks Department, Larry Robison

Description: County Opportunity Grant with Oregon Parks and Recreation Dept. for Riley Ranch. Laverne Box

FINANCIAL INFORMATION

STATE %	OTHER %	FEDERAL % (CFDA # Required)	Catalog of Federal Domestic Asst. *(CFDA) Number
100			

*CFDA is a five digit number in the following format: xx.xxx. The first two digits designate the federal agency and the last three the grant description. The following is a partial listing of the two digit agency identifier:

- 10.xxx USDA 14.xxx HUD 20.xxx USDOT 66.xxx EPA 84.xxx Dept. of Education
- 11.xxx Dept. of Commerce 16.xxx USDOJ 39.xxx General Svs. Admin. 83.xxx FEMA 93.xxx USDHHS

NOTE: If the contract/grant is associated with more than one CDFA number, each segment must have it's own summary form.

New Renewal Modification

Previous Amount: \$

Original Amount: \$

Previous Date:

Original Date:

Automatic Renewal? Yes No

Staff Requirements: New Existing Subcontract

Will unemployment cost be incurred? Yes No

PUBLIC CONTRACTING INFORMATION

Method of Selection:

- Bid None
- Quote Other _____
- Proposal

Type of Contract:

- New (complete sections below)
- Renewal (no need to complete sections below)
- Modification (no need to complete sections below)

Type of Contract:

Goods and Services - If Not Using Bid or Proposal, Mark Exemption:

- Under \$5000
- Under \$50,000 for Quotes
- Under \$150,000 & Approval from Board for Quotes
- Sole Source
- Contract with Public Agency
- Equipment Maintenance
- Office Supplies
- Used Vehicles
- State Purchasing
- Other _____

Public Improvement - If Not Using Bid, Mark Exemption:

- Under \$5000
- Under \$50,000 for Quotes
- Under \$100,000 & Not a Transportation Project for Quotes
- Alternative Contracting Method Approved by Board
- Other _____

Personal Services Contract - If Not Using Proposal, Mark Exemption:

- Under \$50,000
- Under \$150,000 & Approval from Board

Will project be reported to Bureau of Labor for Prevailing Wages under ORS 279C.800? Yes No

Certificate of insurance required? Yes No

Form of contract: Oral Written (attach the written contract)

Date Approved by BOC: _____

Reviewed by Counsel: NO

QUOTE CONFIRMATION



DEAR DARIS BOUTHILLIER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KHVN802	12/28/2018	3850 OPTION 1	7296981	\$12,668.05

IMPORTANT - PLEASE READ

Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Catalyst 3850-12XS-E - switch - 12 ports - managed - rack-mountable Mfg. Part#: WS-C3850-12XS-E UNSPSC: 43222612 TAX: COQUILLE, OR .0000% \$.00 Contract: Oregon IT Hardware VAR Contract (5603)	1	3837703	\$10,963.93	\$10,963.93
Cisco SMARTnet Solution Support - extended service agreement Mfg. Part#: CON-SSSNT-WSC3851E UNSPSC: 81111811 Electronic distribution - NO MEDIA TAX: COQUILLE, OR .0000% \$.00 Contract: Oregon IT Hardware VAR Contract (5603)	1	5074518	\$1,152.29	\$1,152.29
Cisco Config 1 Secondary Power Supply - power supply - hot-plug / redundant Mfg. Part#: PWR-C1-350WAC/2 UNSPSC: 39121004 TAX: COQUILLE, OR .0000% \$.00 Contract: Oregon IT Hardware VAR Contract (5603)	1	2960162	\$409.50	\$409.50
Cisco Direct-Attach Active Optical Cable - direct attach cable - 10 ft Mfg. Part#: SFP-10G-AOC3M= UNSPSC: 26121609 TAX: COQUILLE, OR .0000% \$.00 Contract: Oregon IT Hardware VAR Contract (5603)	1	3180952	\$142.33	\$142.33

PURCHASER BILLING INFO	SUBTOTAL	\$12,668.05
Billing Address: COOS COUNTY INFORMATION TECHNOLOGY 250 N BAXTER ST COQUILLE, OR 97423-1899 Phone: (541) 396-7500 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$12,668.05
	DELIVER TO	
		Please remit payments to:

BOC only:
Consent Agenda _____
Regular Agenda _____

LATE AGENDA ITEM COVERSHEET

Agenda Item Title: Medical Debt Settlement Agreement and Release

Department: Counsel

Requested Agenda Date: 3/05/19

Contact Person: Nathaniel Johnson

Phone/Ext.: 7690

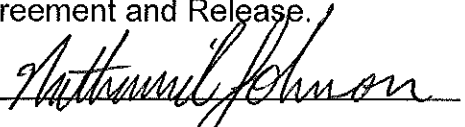
Background and description of need or problem: County Counsel's Office has negotiated the settlement of an inmate medical debt from around \$117,000 to \$17,000. The treating hospital has signed a Medical Debt Settlement and Release, releasing all claims against the inmate, Coos County, the Federal Marshalls, and all others for the consideration of \$17,000. The State of Oregon has agreed to reimburse Coos County \$8,500 of this payment.

Funding Source: 001-9900-415.22-10 Settlements

Requested Action: Approve the Medical Debt Settlement Agreement and Release.

Date: 3/4/19

Signature of Dept. Head:



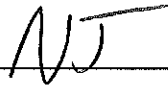
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Departments Affected:

COUNSEL: _____



TREASURER: _____

BOC forwards signed document to Counsel's office.



MEDICAL DEBT SETTLEMENT AGREEMENT AND RELEASE

This medical debt settlement agreement (hereinafter "Agreement") is entered by and between Coos County (hereinafter "County") and University Medical Center of Southern Nevada (hereinafter "Hospital").

Recitals and Definitions

- A. As used in this Agreement, "County" means Coos County, a political subdivision of the State of Oregon, and all of its successors, assigns, agents, representatives, employees, volunteers, officers, officials, County Commissioners, Land Agent, Treasurer, Assessor, County Counsel, Sheriff, Jail Commander, and all others acting for or on behalf of Coos County in their individual and official capacities.
- B. On or about [redacted] to [redacted] received medical care at Hospital while being transported by the United States Marshals Service.
- C. During his stay, Mr. [redacted] s incurred a bill for all services received, amounting to least \$117,106.78. A copy of the most recent bill in possession of County is attached hereto as Exhibit A, and is identified by reference number [redacted].
- D. County and Hospital desire to resolve any and all outstanding medical bills relating to [redacted] i to [redacted] i stay in Hospital.
- E. County expressly denies any liability whatsoever to Hospital, and does not admit any legal obligation by entering into this Agreement, other than those obligations specifically agreed to herein.

Agreement

In consideration of the foregoing and in consideration of the mutual covenants herein, the sufficiency of which are hereby acknowledged, County and Hospital agree as follows:

1. **AUTHORITY.** Each of the undersigned, in their personal and representative capacities, represents and warrants that they possess the requisite authority to execute this Agreement and bind their principal hereto.
2. **SETTLEMENT PAYMENT.** In exchange for the complete release described in subsection 3 below, the County agrees that no later than thirty (30) days from the Effective Date, and as soon as reasonably practicable thereafter, County will pay to Hospital the sum of \$17,000.
3. **RELEASE.** In exchange for the \$17,000 payment described in subsection 2 above, **the Hospital**, for itself and each of its present and former affiliates, subsidiaries, administrators, partners, co-obligors, co-guarantors, sureties, attorneys, insurers, agents, representatives, successors, assigns, and all those who do or could claim through it, **agrees to release, acquit, and forever discharge** County, the State of Oregon and any subdivision, office, or agency thereof, the United States Marshals Service, and any and all other persons, firms, government entities or agencies, and corporations whatsoever, of any and all liabilities, including but not limited to, claims to compensation, causes of action, demands, costs, and/or loss of services or expenses, on account of or in any way arising out of the hospitalization and treatment of [redacted] at Hospital on or about [redacted] to [redacted].