



Board of Directors' Meeting Packet

September 16, 2021

2:00 pm - 4:00 pm

Meeting ID: 898 0229 3804

Passcode: 302204

**NEXT OCWCOG Board of
Directors' Meeting:
November 18, 2021 at 2:00 pm**

The meeting locations are wheelchair accessible. If you need special assistance, please contact Oregon Cascades West Council of Governments at 541-967-8720 or adminGA@ocwcog.org, forty-eight (48) hours prior to the meeting.



**OREGON CASCADES WEST COUNCIL OF GOVERNMENTS
BOARD OF DIRECTORS' AGENDA
September 16, 2021
2:00 – 4:00 pm**

Zoom Video Conference: <https://ocwcog.zoom.us/j/89802293804?>
Meeting ID: 898 0229 3804
Passcode: 302204

An Executive Session may be called as deemed necessary by the Chair, pursuant to ORS 192.660.

NOTE: Please contact Kathleen Codinha, at 541.967.8720 or AdminGA@ocwcog.org, no later than noon on Tuesday, September 14th to confirm your attendance.

1. **Welcome and quorum confirmation** (*Chair Claire Hall*)
(2:00 – 2:05 pm)

2. **Public Comment** (*Chair Claire Hall*)
(2:05 – 2:10 pm)

Floor will be open to the public for comment.

3. **Consent Calendar** (*Chair Claire Hall*)
(2:10 – 2:15 pm)

- a. Approve Meeting minutes from July 15, 2021. (Page 4)
- b. Purchasing and Contracts Policy 2021 (Page 11)
- c. Resolution to release EDA's Federal Interest (Page 29)

ACTION: Motion to approve Consent Calendar items.

4. **Executive Director Update** (*Executive Director, Ryan Vogt*)
(2:15 – 2:35 pm)

Executive Director Vogt will give

ACTION: Information only, no action needed.

5. **Vaccine Update** (*Human Resources Manager, Ryan Schulze*)
(2:35 – 2:50 pm)

Mandatory vaccine update.

ACTION: Information only, no action needed.

6. **Financial Update** (*Finance Director, Sue Forty*)
(2:50 – 3:00 pm)

A brief overview of the finances will be given through June 30, 2021. (Page 30)

ACTION: Information only, no action needed.

7. **Dept. of Land Conservation and Development grant applications and Letter of Support**
(*Community and Economic Director, Jenny Glass*)
(3:00 – 3:10 pm)

CED Director will discuss the grant application. (Page 35)

ACTION: Approve Letter of Support.

8. **Vacancy on Executive Committee for Benton County** (*Executive Director, Ryan Vogt*)
(3:10 – 3:25 pm)

Councilor Alan Rowe will be moving out of Benton County at the end of the year, so a replacement needs to be voted on to take his place on the Executive Committee.

ACTION: A break out session will be conducted for the members in Benton County to vote on a replacement.

9. **OCWCOG Program Updates**
(3:25 – 3:55 pm)

Senior, Disability, and Community Services Program Director, Randi Moore (Page 37)
CED Director, Jenny Glass (Page 39)

ACTION: Information only, no action needed.

10. **Other Business** (*Chair Claire Hall*)
(3:55 – 4:00 pm)

11. **Adjournment** (*Chair Claire Hall*)
(4:00 pm)

**OREGON CASCADES WEST COUNCIL OF GOVERNMENTS
BOARD OF DIRECTORS COMMITTEE MINUTES
July 15, 2021
Via Zoom Video and Audio Conferencing**

Attendees: **Chair**, Commissioner Claire Hall, Lincoln County; **Treasurer**, Commissioner Pat Malone, Benton County; Commissioner Sherrie Sprenger, Linn County; Mayor Rod Cross, Toledo; Mayor Greg Holland, Waldport; Mayor Chas Jones, Philomath, **Vice Chair**, Mayor Jim Lepin, Millersburg; Mayor Dean Sawyer, Newport; Mayor Biff Traber, Corvallis; Councilor Mike Caughey, Harrisburg; Councilor Greg Hoagland, Lincoln City; Councilor Joyce King, Depoe Bay; Councilor Alan Rowe, Adair Village.

Absent: Mayor Alex Johnson II, Albany; Mayor Leslie Vaaler, Yachats; Mayor Don Ware, Brownsville; Commissioner Gil Sylvia, Port of Newport; Councilor Jerry Gillson, Halsey; Councilor Carol Korn, Tangent; Councilor Debbie Nuber, Scio; Councilor Wayne Rieskamp, Lebanon; Councilor Angelita Sanchez, Sweet Home; Robert Kentta, Confederated Tribes of the Siletz Indians

Staff: **Executive Director**, Ryan Vogt; Executive Assistant, Kathleen Codinha; Sr. Loan Officer, Sandra Easdale; Finance Director, Sue Forty; Community Economic Development Director, Jenny Glass; Senior, Disability, and Community Service Programs Director, Randi Moore; Human Resources Manager, Ryan Schulze

Public: Gabe Shepherd, Councilor in City of Corvallis

The Oregon Cascades West Council of Governments' (OCWCOG) Board of Directors Committee Meeting was called to order by Chair, Commissioner Claire Hall on July 15, 2021 at 2:03 pm via Zoom Video and Audio Conferencing.

1. Welcome

Chair Hall welcomed everyone and confirmed a quorum was reached for voting purposes.

2. Public Comment

Councilor Gabe Shepherd, City of Corvallis, introduced himself and stated the reason for his attendance was to encourage the Board of Directors to approve the Bias Incident Response initiative. He has been connecting with the cities of Albany, Philomath, Corvallis, and Benton County in the past month due to significant interest in the topic.

3. Consent Calendar

Chair Hall entertained a motion to approve the items on the Consent Calendar. Commissioner Pat Malone motioned to approve; Councilor Alan Rowe seconded. A vote was taken and all items on the consent calendar were approved unanimously.

4. Executive Director Update

Executive Director, Ryan Vogt spoke about what the “new normal” looks like, now that the Governor’s Executive Orders have ended. At the current time, management is trying to decide what the long term needs are. Telework is an emotionally charged conversation: the COG employs about 185 employees and their opinions are varied. The main goal of management is to

consider how best to serve the community, while keeping staff safe. We need to ensure there are enough staff to meet the needs of the public. A plan is being laid out to provide staff with plenty of notice prior to their return date so they have enough time to make preparations for that transition.

2:07 pm Chas Jones joined.

Eligibility staff and Adult Protective Service (APS) screeners have returned to the office. Our State partner communicated expectations that our staff begin meeting face to face with consumers as of July 6. There have been mixed feelings from consumers about holding face to face meetings. Many people have been waiting outside the building to come in now that they can visit, while other consumers are anxious about meeting in person. The next wave of staff will be returning to work part time next week, with the remainder of staff returning within six weeks.

John Haytas, the Technical Services and Operations Director, resigned to move on to another adventure. The senior leadership team will be figuring out what the next steps are and how to recruit for that position. Executive Director Vogt has taken on that role during the transition and has notified everyone that is under contract with the COG.

At the Executive Committee last month, there was a brief discussion about holding meetings in person. The conference equipment in Albany is capable of connecting to the conference equipment in Toledo and a suggestion was made to begin holding the Board meeting in person starting with the September meeting. The conference room in both Albany and Toledo will be available, and people can join by Zoom.

Commissioner Malone recommended keeping the Zoom format and holding a special in-person meeting only when there are significant topics to discuss. He said the personal contact is nice, but geography makes it more difficult and time consuming.

2:17 pm Riley Hoagland joined

Mayor Rod Cross suggested holding the meeting at either Albany, or Toledo (with Zoom), but not both. The bandwidth is the problem; there can be major delays and it doesn't synch well.

Commissioner Malone asked for a status update on the recruitment for a Public Information Officer. Executive Director Vogt said it will remain opened until filled. There are a handful of candidates, with the first round of interviews on Monday the 26th. If any Board member wants to participate on the 2nd round of interview, please let Human Resources know.

2:20 pm Commission Sprenger joined

5. Bias Incident Response System Proposal

Executive Director Vogt began by giving a high level overview.

At the end of last year, Executive Director Vogt spoke with Mark Shepard, the City Manager of Corvallis. Concurrently, this had been a topic at the monthly City Manager meetings which the COG organized. Corvallis wants to have a more robust system to handle these incidents and to be responsive to the community. Discussions were held to see if this should be explored by Corvallis as an individual community, or if it should be brought to the regional level. This topic

has been in front of the Executive Committee several times to refine and clarify the request. Some on the questions they deliberated over:

- What are we trying to accomplish?
- What is the scope of the work?
- How will it get funded?
- Where will it lead?

The Executive Committee asked COG to put out a survey to see if member jurisdictions thought the COG was the appropriate vehicle to lead this work for the region. The responses represented both ends of the spectrum and did not result in a clear direction, so the conclusion was to bring it before the full Board to discuss and make a final determination.

Executive Director Vogt commented, “To be clear, the COG is not the expert in Diversity, Equity, and Inclusion work.” He said he has energy and passion for the topic, but energy and passion don’t necessarily equate to expertise, nor are the only things which produce results. The COG does not have technical expertise and does not purport to be a leader in this work. He went on to say, from his belief, the COG was asked to engage in this work as regional conveners; not as experts in DE&I work. The COG has a strong reputation for being great conveners and to use connections to other entities as a helpful proponent for moving issues forward.

If the Board asks the COG to engage in this, it would be worked on with every bit of effort and expertise as possible. Since there is not in-house talent, the COG would have to hire someone from the outside. Over the course of various conversations, Executive Director Vogt was asked to share thoughts about what the agency could gain from taking on this project, and what the agency could lose. He said the COG is really good at regional convening and bringing people together. Something the COG stands to gain is building better relationships with people that are currently missing from some of our other programs who may feel disenfranchised from the work that we provide now. These are people that may feel they are on the outskirts of our entitlement programs. This could set the stage to build better relationships with members of the community we are not currently well skilled at, and to build stronger relationships which could further the cause of the work done at the COG.

The flip side is, are we setting up an artificial belief about our ability to deliver a Bias Response System? If a community convening takes place to explore the needs around a Bias Response System, and the result is the community asks for it, how do we execute next steps? As elected officials, board members know that when you convene a group and solicit opinions, those people will walk away with the belief that their opinion has been heard and will be acted upon. If we are asked to build a Bias Response System, and are not able to because it is not funded by this project, we run the risk of damaging the very relationships we sought to build.

The initiative includes initial conversations, bringing a group together, and to have a series of meetings to determine if there is a need to build a Bias Response System. If the decision is to build a system, it would need to be determined if the COG takes the next step, and how it would be funded.

Mayor Biff Traber agreed the request is along the lines of a Convener and was motivated by the Corvallis City Council. Minutes from that meeting were included [in the packet](#). There was a strong sense that partnering with other organizations that are currently working on a similar topic would be valuable. As the City Manager worked with other groups such as the City Advisory Board,

Legacy Advisory Board, Broader Action, NCAA, there was agreement the issue was beyond the City of Corvallis. That's when Mayor Traber asked the COG if they would be interested in heading this up. The City Council set aside funding in 2020 to move the first part forward.

Commissioner Hall asked, if the majority agrees that the COG should take on this leadership role, will the person conducting the study be a contractor or an employee? Executive Director Vogt said the decision hasn't been made, but is leaning towards a contractor because this is a short term project.

Commissioner Hall said she understands Corvallis is looking to the COG because they represent a region, but if Corvallis is really spearheading this by putting money on the table to make this happen, couldn't you make a Memorandum of Agreement (MOU) with the other cities that want to do this? What is the value of having COG in this role?

Mayor Traber said the value added is in having a regional conversation about what it would look like before you started writing MOU's. COG has members to participate in this conversation and the way to get this started. Albany and Philomath are very interested, as noted [in the packet](#). There have been discussions with Lincoln County to see if they're interested, but wonders if only Linn and Benton County are interested. By bringing it before the Board, he could see where this first phase lands by asking the COG to do this.

Chair Hall opened the floor for discussion.

Mayor Lepin said his hope would be to come to a consensus for what the right thing to do is. His City Council had a lengthy discussion and decided they don't need to participate in this. His concern is whether the smaller communities in the county would even participate. It comes across as a joint project for Corvallis, Albany, and Philomath. He believes the effort would not be successful in trying to build coalition around this three county in-depth process, as opposed to being more successful in working in the larger communities that are seeking the support. He is not sure the COG is the right entity to do it, but will support whatever the final decision is.

Mayor Rod Cross said before any meeting ever took place, it would need to be clearly communicated that these conversations are the beginning of the process and only to gather information to make a final determination if a bias system should be put in place. In his experience, people are going to come and vent, and want to see immediate action. This is not a 24 hour turnaround. He, his council, and community supports this. Their hope is to get the tools they need to deal with these situations, because bias happens in all communities. This is not a proposal to create solutions or to solve a problem. It's a proposal to gather information, bring stakeholders together, and figure out what works best in our three counties. The COG has been shown to be very good at not taking sides within the three counties. That's the best point about COG doing this. COG is trying to serve all of us which helps with a broader set of solutions. He and his council support this.

Commissioner Sprenger agreed with much of the comments, with a slightly different take. She said it's extremely important that she acknowledge Corvallis for stepping up and supporting this work the community asked for. Her concern is not with the work itself because it's extraordinarily valuable. Her concern is with the process and whether COG should be leading the effort. It will come to be known as "COG's work" – good, bad, or indifferent. Is the COG ready to facilitate, to convene, and help manage this work in the most productive way? Doesn't it require expertise to facilitate? Yes sometimes, and no sometimes. It matters how you connect with certain

populations. There needs to be some understanding and experience for different groups. There are many organizations in this country ready to do this work, and she would like to hear from them specifically how to reach out to smaller, unique communities. Some of the towns in her county have less than 1,000 people. Assuming meetings will be held in all three counties, how are they going to feel about driving over to the coast for meetings to make sure their voice is heard? Their opinion is just as important as Corvallis, the largest city in the tri-county area. That demonstrates a huge difference in the makeup of our cities. If each community in the three county region were told they could participate in this through the COG and could choose to participate or not, it's unknown if we'll get the participation and buy-in to have good results. She would like to see those entities that want this, to join forces and do it together and any community that wants to be involved could pay to participate based on their population. This could undermine the work that the Executive Director is doing to move COG forward. A large portion of her cities gave feedback that they do not want to do this. It's an important conversation that she is personally in favor of, but doesn't believe COG is the best answer to do this work.

Mayor Dean Sawyer agrees with what everyone said and his Council agrees with what Mayor Cross said. It's an emerging enterprise. What is the COG going to do? Will it begin with committees just talking about this? Will we start by hiring a contractor, and taking direction from them? Where does the money come from? Is it attached to the membership dues? Some cities are already having budget issues. Everyone is experiencing the difficulty of finding competent people to hire. It would be nice if we could find another region that has already done this and borrow their model. He doesn't have a problem with the COG being involved, but he prefers to see this at the State level. If the State took it on, it would save a lot of time and money. If Corvallis starts it, maybe it would go from the City level, to the Region, and to the State. He would like to see a contractor that is really engaged in this to formulate a plan: "this is where you go, this is what you do, and this is how it will expand down the road."

Mayor Traber clarified two things: he is aware of two systems that are in place now; one at the State level. The State has a bias crime system, but they also built it so it could be a bias incident reporting system. It's dependent upon local volunteer groups that sign up to handle the bias reports and deal with the victims. Oregon State University (OSU) also has a system in place. The majority of cases are students, so they have a substantial investment in mental health and social work. Before getting started with this, it would be valuable to understand the different systems.

Councilor Shepherd made some clarifications. The State does have a Bias Response database but they've heard from their community that they want something done locally that they can follow up with. Their fear is that the State government will take their information and turn into a void. They want to feel that they are listened to, and see a response to their concerns, which is why Corvallis wants to implement something at the local level. Albany, Corvallis, and Philomath could work on their own, but they went to COG because they are known as a facilitator. How would cities communicate with each other if not through COG? They hold these interjurisdictional relationships. If rural communities want to be heard, how does that happen? Mayor Sawyer asked about monetary contributions and the City of Corvallis is offering up to \$130K to facilitate these initial conversations to determine what people want out of a regional response system.

Mayor Chas Jones said the city of Philomath is on board with the effort and has been trying to move forward on their own. There is a lot of power and capacity when effort is expanded. When Corvallis took up this initiative, it was natural that Philomath wanted to move with them. If Philomath is able to ride on the coattails of Corvallis and not provide the same amount of funding,

to partner on this initiative since they don't have the expertise, both Philomath and Albany would benefit. Many of the cities don't have the same kind of resources as Corvallis. When an opportunity like this is before us and distributed through the COG and shared with the smaller communities if they are interested in doing so, it represents an opportunity to take advantage of those resources. It allows the COG to be listed as a sponsor to be able to take some ownership of the successes that occur. Not every community is going to be ready or interested in having these conversations now. It's a very sensitive topic. We need to move forward within each of our communities with intention and humility and recognize we are all not in the same place. Philomath is excited about working with Corvallis and Albany, and hopes to have COG as an umbrella for any community within the three city region to participate if they wish to.

Chair Hall said she hasn't heard one person say this isn't important work, and bias incidents are on the rise in this country an effective mechanism is needed to deal with it. However; she is not hearing a clear consensus on whether the COG is the right organization to lead this conversation.

Commissioner Malone stated he would be comfortable with the COG's role as facilitator as long as they are neutral in gathering information. There are a core group of cities that are on-board and he hopes it turns into a snow ball rolling downhill that picks up more voluntary participants. He would like the COG to organize the conversation.

Councilor Mike Caughey said it seems like there are two decisions. One is defining the problem and methods of solving it. For that, COG is his obvious choice. The second part is implementing the system, and perhaps the COG is not the right party for that.

Mayor Cross said the front end work is perfect for the COG: convening, getting people together, trying to make sense of the issue, and getting the concerns out there. Implementation will come down to the individual entities and what they choose to do with that information. He supports the COG taking on the role as Convener.

Mayor Lepin agrees it's a vitally important topic, but he has personally not been in favor of the COG taking responsibility for this. What he's hearing is there isn't a better choice, but he does not support this initiative.

At the end of discussions, Mayor Cross made a motion for the COG to move forward as a Convener in the Bias Incident Response System and work collectively with Corvallis, Albany, Philomath, and other jurisdictions within the COG service area, to collect information about bias incidence and continue to respond back to the Board with information only.

Commissioner Malone seconded the motion.

Chair Hall called for discussion on the motion. Commissioner Sprenger said she will be a "no". The motion was to specifically include Albany, Corvallis, and Philomath and other jurisdictions within the County and some of her cities said no at this time. She will not support a motion just because it's compelling.

Commissioner Malone had the word "Voluntary" highlighted and was not sure that was captured in the motion. Mayor Cross asked to make an amendment in front of the words, "other jurisdictions" and add "voluntary". To second the motion, Commissioner Malone accepted that amendment. Commissioner Sprenger thanked them for hearing her concern and making the amendment, but said she is still opposed.

With no further discussion, a vote was taken and all were in favor with the exception of Commissioner Sprenger, who opposed the vote.

3:13 pm Mayor Rod Cross left

6. Endorsement of Americans with Disabilities Act (ADA)

Senior, Disability, and Community Services Program Director, Randi Moore asked for a proclamation for the celebration of the anniversary of the signing of the *Americans with Disabilities Act*. Commissioner Malone motioned to approve the proclamation in support of the ADA. Mayor Traber seconded the motion. A vote was taken and unanimously approved.

7. Presentation of CARES Economic Recovery Funds

Community and Economic Development (CED) Director, Jenny Glass shared her screen. The Cascades West Economic Development District (CWEDD) received extra funding through the CARES ACT, and provided recovery and resiliency funds to Benton, Lane, Lincoln, and Linn Counties. The grant program was approved by the CWEDD Board last November who wrote the application and selection guidelines. The initial funds were limited to \$120K and were tied to the Governors Rapid Economic Recovery Plan and projects that demonstrated a connection to CED to compliment the work that was being done across the region. Out of 27 applications, 18 businesses across the four county region were funded for a total of \$143,572. This process has really energized the CWEDD group; they've enjoyed hearing what the needs are across the region as well as building relationships. Some of these stories will be highlighted in the COG Newsletter and someone will come back in a year to give a status report.

8. OCWCOG Program Updates

Chair Hall pointed to the Program Updates in the packet and asked Executive Director Vogt if he had anything to add. He stated there is not a report from Ryan Schulze, Human Resources Manager but said staff are returning to work and that we are in the middle of bargaining now. Executive Director Vogt said he is proud of the relationship that was built between management and the union before he arrived, and is happy to see the willingness of both parties come together to work on a joint solution. The COG does a hybrid of interest-based bargaining as opposed to positional bargaining. This is where problems are brought to the table to seek mutual interest in a way to solve the problem as opposed to both parties coming in with polarizing opinions of what language should be written into the contract. The union and management both have new members on their team that are trying to get up to speed on interest-based bargaining. A Tentative Agreement has been reached on several items and is scheduled to continue through September to get things wrapped up before the contract expires. The Board will need to ratify any changes to the contract.

Mayor Lepin asked CED Director Glass to talk about the Economic Development Survey that was just sent out to get background information on the community member's economic development. The CWEDD group is preparing for a big workshop in September.

9. Other Business

None stated.

10. Adjournment

With no further discussions, Chair Commissioner Hall adjourned the meeting at 3:29 p.m.

OREGON CASCADES WEST COUNCIL OF GOVERNMENTS

Purchasing & Contracts Policy 2021



September 16, 2021

OREGON CASCADES WEST COUNCIL OF GOVERNMENT

Purchasing & Contracts Policy 2020

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1. ADMINISTRATION

- a. **Enabling Clause.** Oregon Cascades West Council of Governments (OCWCOG) Purchasing and Contracts Policy is binding upon all officers and employees of OCWCOG and governs all purchasing, leasing, selling and contracting by officers and employees of OCWCOG.
- b. **Local Contract Review Officer.** The OCWCOG Contracts Coordinator(s) serves as the Local Contract Review Officer(s) for the purposes of determining whether a given procurement or class of procurement is classified appropriately and if all appropriate documentation is sufficient for disclosure to outside parties. Contracts Coordinators have authority on all decisions related to procurement procedure and interpretation as to sufficiency, above all employees, with the exception of the Public Contracting Officer.
- c. **Attorney General's Rules Applicable**
 - i. As OCWCOG was formed as a government agency under ORS Chapter 190, it has the authority to enter into public contracts. Consistent with ORS 279A.065(6) and ORS 279A.070, except where OCWCOG has specifically adopted a modified purchasing process, policy or rule, the Attorney General's Model Rules, as adopted under ORS 279A.065 following each legislative session, are applicable to OCWCOG purchases. Outside of the public purchasing rules, all other applicable laws, including Oregon State Ethics laws, as well as federal laws will be applied. If laws conflict, whichever is most restrictive shall supersede and must be complied with in making purchases.
 - ii. The procurement rules and this purchasing policy are both applicable to all OCWCOG departments and divisions.
- d. **Contract Signing Authority.** The OCWCOG Executive Director has contract signing authority. The Executive Director, or in the absence of an Executive Director, the OCWCOG Board of Directors, may delegate contract signing authority to another manager to act as the Public Contracting Officer for a specific department or for OCWCOG and has the authority to enter into contracts on behalf of the department and OCWCOG.
- e. **All Contracts in Writing.** All contracts to which OCWCOG is a party must be in writing.

2. DEFINITIONS

Except as listed below, this policy relies upon the definitions set out in OAR 137-046-0110.

- a. **Definitions.** As used in OCWCOG Purchasing and Contracts Policy:
 - i. **"Bid"** means a competitive offer, binding on the Bidder and submitted in response to an Invitation to Bid.
 - ii. **"Board"** means the OCWCOG Board of Directors, as established by the Articles of Agreement, ratified August 21, 1996.
 - iii. **"Competitive Bid"** means issuing an Invitation to Bid (ITB) following the formal process for advertising, bid and bid opening.
 - iv. **"Competitive Process"** means the solicitation of competitive offers which follow the formal process for advertising, request for proposal (RFP), bid and bid opening.

- v. **"Competitive Quotes"** means the solicitation of offers from competing vendors by advertisement or a request to vendors to make an offer. The solicitation and the offer may be in writing or oral.
- vi. **"Department"** means an OCWCOG department such as, but not limited to, the Community and Economic Development Department.
- vii. **"Electronic Advertisement"** means advertisement of an Offer available electronically over the Internet via the World Wide Web. OCWCOG may maintain the World Wide Web site directly or through any third-party service provider.
- viii. **"Electronic Data Interchange or EDI"** means the movement of electronic information between organizations in a structured application.
- ix. **"Emergency"** means that a substantial risk of loss, damage, interruption of services, or threat to the public health or safety has arisen from circumstances that could not have been reasonably foreseen.
- x. **"Invitation to Bid" (ITB)** means the solicitation of competitive offers in which specification, price and delivery (or project completion) will be the predominant award criteria.
- xi. **"Material and Service Contract"** means an agreement in which the vendor agrees to supply all the purchaser's requirements that arise for an item or items within a specified time period, also referred to as a Price Agreement.
- xii. **"OCWCOG"** means Oregon Cascades West Council of Government or its Public Contracting Officer(s).
- xiii. **"Offer"** means a bid, proposal, or quotation.
- xiv. **"Offeror"** means a person or firm submitting an offer.
- xv. **"Personal Property"** means everything subject to ownership which is not real property, and which has exchangeable value.
- xvi. **"Personal Services Contracts"** means a contract that calls for specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.
- xvii. **"Proposal"** means a competitive Offer, binding on the Proposer and submitted in response to a Request for Proposal (RFP).
- xviii. **"Public Agency or Public Contracting Agency"** means any agency of the federal government, State of Oregon, or any political subdivision thereof authorized by law to enter into public contracts, municipality and any other public body created by intergovernmental agreement.

- xix. **"Public Contract"** means any purchase, lease, or sale by a public agency of personal property, public improvements or services other than agreements which are for personal services.
- xx. **"Public Contracting Officer"** means the OCWCOG Executive Director who has signing authority on contracts for OCWCOG. The Executive Director or in their absence, the OCWCOG Board, may delegate contract signing authority to another manager to act as the Public Contracting Officer and has the authority to enter into contracts on behalf of the department and OCWCOG.
- xxi. **"Contracts Coordinator"** means the OCWCOG Contracts Coordinator(s), who may review and offer advice on proposed contract(s) and who have the authority to approve procurement methods and documentation by evaluating them as to applicable law(s). Such approval is required prior to any disclosure of procurement documents to outside parties, including via. Electronic Advertisement means, such as email or posting on the State's procurement system, or on any web site on the World Wide Web. Contracts Coordinator(s) have authority on all decisions related to procurement procedure and interpretation as to sufficiency, above all employees, with the exception of the Public Contracting Officer. To be sure of legal sufficiency, Contracts Coordinator(s) may also, at any time, contact the OCWCOG Attorney of Record regarding any procurement or contract matter in any stage of development or execution.
- xxii. **"Public Improvement"** means a project for construction, reconstruction or major renovation on real property by or for a public agency. "Public Improvement" does not include emergency work, minor alterations, ordinary repair or maintenance necessary in order to preserve a public improvement.
- xxiii. **"Retainage"** means funds set-aside as a contingency for capital projects.
- xxiv. **"Request for Proposal"** means a solicitation of competitive proposals, or offers, to be used as a basis for making an acquisition, or entering into a contract when specification and price will not necessarily be the predominant award criteria.
- xxv. **"Service Contract"** means a contract that calls primarily for a contractor's time and effort rather than for an end product.
- xxvi. **"Solicitation Document"** means an Invitation to Bid (ITB), a Request for Proposals (RFP), or a written Request for Quotations or Request for Qualifications (RFQ).
- xxvii. **"State's Active Procurement System"** means the Oregon State web-based procurement system which is active and available to ORCPP members at the time of the solicitation. This could be ORPIN, or OregonBuys, or another system as determined by a Contracts Coordinator.

3. PROCUREMENT PROCESS

a. Commencement of the Procurement Process.

- i. Any OCWCOG employee who has determined that there's a need to purchase something for the agency, which either a) requires an Agreement, or b) is valued near or over five thousand dollars (\$5,000.00), must first contact a Contracts Coordinator. The employee will do this

through email with details to inform a Contracts Coordinator of the employee's intention and purpose. This protocol is to prevent duplication and the potential improper application of the law. Any request for evaluation by a Contracts Coordinator must be made and will be responded to through email. No verbal discussions or advice regarding solicitations will be upheld as an approval or sign-off, implied or otherwise.

- ii. The Contracts Coordinator will then share the appropriate forms, templates, and/or protocol for the process which the inquiring employee needs to follow.
- iii. The purchasing total for the contract must take into account the lifetime total of expenses. That is, if the contract is expected to renew annually, then the total of expenses related to all renewals must be added together and the rules will then be applied to that grand total.
- iv. All purchases require manager approval.
- v. All employees who will work on solicitations which will require a Contract/Agreement will be required to register with the Oregon State Current Online Training Portal and complete the Program entitled "Overview of Oregon Ethics," or its equal, as determined by the Contracts Coordinators. The employee must email a .pdf copy of their certificate of completion of this course to a Contracts Coordinator. In addition, the employee must take a DAS training on procurement within six months of the solicitation and sign in on the Record of Attendance or provide the certificate of completion as proof of attendance.
- vi. All employees who need a Contract/Agreement to be executed may be required to draft portions of the Contract/Agreement as directed by a Contracts Coordinator.
- vii. All employees should be aware that among other things, Oregon Ethics Laws prohibit public employees from having a financial interest in a public contract; receiving benefits arising from their employment, such as "kick-backs" for purchasing; and nepotism. All employees must be familiar with Oregon Ethics Laws before doing any purchasing on behalf of OCWCOG. Any potential Conflicts of Interest must be disclosed to the employee's supervisor, in writing. It is also understood that all contracts should be procured in a non-biased manner, favoring competition, and with the aim to benefit the public good.
- viii. Only a Contracts Coordinator or Public Contracting Officer may post on the State's Active Procurement System. Purchasing employees may use the State's Active Procurement System to browse for Oregon State Price Agreements, vendors, or other solicitations or associated documents.
- ix. All Contracts/Agreements will be routed by the Contracts Coordinators first for sign off internally by the appropriate departmental directors and then for signature by the Public Contracting Officer. The signature of departmental directors indicates that that the department director has read and understands the Contract/Agreement and the department is able to meet all requirements of that Contract/Agreement. All Metropolitan Planning Organization (MPO) Contracts/Agreements must be routed from the Contracts Coordinators to appropriate department directors for sign off, and then for signature by the authorizing signer for each particular MPO.
- x. If an employee becomes aware of a contract/agreement issue being raised by any party to an

OCWCOG Contract/Agreement, the employee must immediately inform a Contracts Coordinator. The employee must also allow a Contracts Coordinator to participate in any meetings and/or discussions regarding the Contract/Agreement until the Contracts Coordinator has determined that the matter is settled enough to stop doing so. Upon learning about the issue, the Contracts Coordinator will also immediately notify the Public Contracting Officer of the situation.

- xi. Any employees' failure to follow the procedures detailed in this policy may result in personnel actions as determined to be appropriate by management or Human Resources.

b. Documentation.

- i. All solicitations must be documented in writing, including the name of the person who was contacted, their contact information, the method of contact, and the date and time of the contact. The documentation for procurement valued at five thousand dollars (\$5,000.00) or more must be shared with a Contracts Coordinator by email for the contract file, which is subject to Public Information Request and/or audit.
- ii. Acceptable types of documentation will be determined on case by case basis by a Contracts Coordinator, examples are:
 - 1. OCWCOG Buy Decision Form, Sole Source Determination Form, Emergency Procurement Form; and/or
 - 2. Typed out statement by the OCWCOG employee who is purchasing the product or service; and/or
 - 3. Print outs or .pdf electronic copies of emails or of public notice postings.

c. Procurement Types.

- i. **Qualified Rehabilitation Facility Program is a non-profit rehabilitation organization employing individuals with disabilities.**
 - 1. OCWCOG is mandated by Oregon law to *first* assess the availability of products or services from a QRF before going out to the open market. If a QRF is able to provide OCWCOG with a needed product or service, then ORS 279.850 requires OCWCOG to use the QRF unless the QRF cannot deliver the product or service with the appropriate specifications in a timely manner.
 - 2. If a QRF is able to provide OCWCOG with a needed product or service, then OCWCOG can use their services through their existing State Contract rather than a competitive procurement process or may contract directly with the agency.
 - 3. If a QRF is unable to fulfill OCWCOG's existing need(s), then OCWCOG may use another procurement method to meet the need(s). It is the responsibility of the purchasing employee to ensure that they have sufficiently determined that a QRF is or is not able to fulfill OCWCOG's needs, according to ORS 279.85(1)(a) and OAR125-055-0010(1).
 - 4. For purchases of five thousand dollars (\$5,000.00) or more, or which require a Contract/Agreement, the OCWCOG Buy Decision Form must be filled out by the employee and submitted by email to the Contracts Coordinators.

- i. **DAS Statewide Price Agreement (Master Blanket Purchase Order)** is a Master Agreement for the procurement of products or services at terms for use by all state entities. Price Agreements benefit agencies by obtaining price discounts and leveraging other concessions through volume purchases.
 5. OCWCOG employees may search State's Active Procurement System for existing contracts that might meet OCWCOG's purchasing needs.
 6. Employees wishing to register on State's Active Procurement System must do so through a Contracts Coordinator, who track the agency's usage.
 7. If an OCWCOG employee finds an existing Contract (Master Blanket Purchase Order) that appears to meet the agency's needs, the employee may reach out directly to the contact on the agreement for a quote. If the quote and service or product details meet OCWCOG's needs, then the employee should contact their Contract Coordinator. The Contract Coordinator will ensure the appropriate paperwork will be prepared (Purchase Order, Contract, etc.) and ensure the purchase proceeds.
- ii. **Intergovernmental Agreement (IGA)**. An ORS 190 Agreement is an intergovernmental agreement between two or more public agencies that seek to foster efficiency and economy by promoting the use of existing resources. Specifically, IGA's are between the Oregon public agencies of state, local or federal government.

If doing so would benefit OCWCOG, the OCWCOG may enter into an IGA at any time during the procurement process, as an IGA is not subject to the competitive procurement processes or the QRF requirements.

- iii. **Open Market Procurement Methods**. If neither a QRF nor DAS Statewide Price Agreement can meet OCWCOG's needs, with documentation as specified under Section 3, Provision b, an employee can use an Open Market Procurement Method:
 1. **Small Procurement**.
 - a. If the lifetime total of the contract expenses, including renewals, will be under \$10,000, an OCWCOG employee may purchase the product or service directly with manager approval.
 - b. The OCWCOG employee must estimate on the procurement form as to the expected grand total of expenses for the contract. If it is expected to exceed \$8,000 and there is a reasonable chance that OCWCOG may amend the contract to more than \$12,500 over the life of the contract, then the OCWCOG employee *must* go through another procurement method.
 2. **Intermediate Procurement**.
 - a. If the lifetime total of the contract expenses, including renewals, will be more than \$10,000 but less than or equal to \$150,000, then the Intermediate Procurement rules apply. A minimum of three solicitations for quotes, bids, or proposals from suppliers is required.

- b. OCWCOG requires that for all Intermediate Procurements a Request for Quotation or Request for Qualifications (RFQ) document be published through the State's Active Procurement System for seven (7) days. A Contracts Coordinator will give the purchasing employee an RFQ template for this purpose. The purchasing employee then will email the draft back to a Contracts Coordinator for approval and publishing on the system.
- c. Any additional verbal quotes must be documented and included in the procurement file. Documentation of the vendors contacted must include their legal company names; primary contacts; addresses; email and/or phone contacts; and price quotes, along with any particulars for them, such as time frame, extra options, etc.
- d. The employee must document the effort it took to obtain any additional quotes or proposals and include it in the procurement file.
- e. The OCWCOG employee who is purchasing the product or service must document the basis for the original estimate under \$150,000 and the process used, as well as obtain manager approval for the purchase. Upon awarding the contract, the OCWCOG employee will then make a written record of the basis for award and email it to a Contracts Coordinator.

3. Competitive Sealed Proposals or Competitive Sealed Bidding.

- a. If the lifetime total of the contract expenses, including renewals, will be more than \$150,000, then either the Competitive Sealed Proposals method or the Competitive Sealed Bidding method must be used.
 - i. **Competitive Sealed Proposals** are solicited through the **Request for Proposal (RFP)** process under ORS 279B.060. Through RFP, proposals may be evaluated by several factors, based on the process and factors described in the request for proposals, applicable preferences described in ORS 279A.120 and 279A.125, price, and, when applicable, the outcome of any negotiations authorized by the request for proposals. Other factors may not be used in the evaluation.
 - 1. OCWCOG may issue a Request for Information, a Request for Interest, a Request for Qualifications or other preliminary documents to obtain information useful in preparing an RFP.
 - 2. All documents to be issued for an RFP will be drafted by the purchasing employee, submitted to a Contracts Coordinator at least five business days prior to its required deadline for posting on the State's Active Procurement System. The exception is the RFP document itself which must be submitted 21 business days prior to posting to give time for legal review. As stated in section 3. a. vii. Contracts Coordinators will post the documents on the State's Active Procurement System, upon determining that they are sufficient.
 - 3. OCWCOG has RFP templates available to use for drafting a solicitation. Depending on the product or service being solicited, there are many more laws that will apply to the RFP document. Once drafted, it must be submitted to a Contracts Coordinator to foster its evaluation for sufficiency.

4. Contracts Coordinators are required to submit the RFP document to be reviewed by an attorney prior to it being published.
5. The RFP document must specify the name and title of the person designated to receive proposals and the person the contracting agency designates as the contact person for the procurement, if different.
6. The RFP document must describe the procurement and will identify the scope of work included within the procurement, outlining the contractor's anticipated duties and set expectations for the contractor's performance. The scope of work will require the contractor to meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. It will also include an Attachment with a draft of the contract with insurance requirements for the product or service.
7. The RFP document must specify the separate deadlines for questions and protests, and how they may be received with specific contact information, as well as who will respond and when. All OCWCOG responses must be in writing. OCWCOG decisions regarding protests must be made according to ORS 279B.405 no fewer than three business days before bids, proposals or offers are due.
8. Prior to the RFP being finalized, OCWCOG will form an evaluation committee comprised of at least three (3) employees or unbiased, outside parties without financial interest in the proposed contract. The committee members must be able to meet prior to the RFP being posted to clarify any questions. They then must also be physically present for the pre-bid conference, if any, and for the evaluation session of the received proposals.
9. As provided in the RFP or in written addenda issued thereunder, OCWCOG may conduct site tours, demonstrations, individual or group discussions and other informational activities with proposers before or after the opening of proposals for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation requirements or to consider and respond to requests for modifications of the proposal requirements. OCWCOG will use procedures designed to accord proposers fair and equal treatment with respect to any opportunity for discussion and revision of proposals.
10. Retainage, if any, will be determined on a case by case basis by the Public Contracting Officer, will be specified by contract between the parties and will conform to the requirements of ORS 279C.550 through 279C.570.
11. All RFP questions from potential respondents must be answered in writing within one response document or email, as a Q & A document, per the deadline specified in the RFP document itself. This Q & A document will then be submitted to a Contracts Coordinator who upon finding it sufficient will post it on the State's active procurement system.

12. Form of Security. OCWCOG may accept only the following forms of bid security:
 - a. A surety bond from a surety company authorized to do business in the State of Oregon;
 - b. An irrevocable letter of credit issued by an insured institution as defined in ORS 706.008; or,
 - c. A cashier's check or certified check.

13. OCWCOG will give public notice of the RFP at least seven days before the solicitation closing date. This will be done in the following manner:

Once a Contracts Coordinator has approved the RFP as being sufficient, at a minimum, they will publish it on the State's Active Procurement System. The Contracts Coordinator may choose to electronically publish it by other means as well.

14. OCWCOG will designate a deadline for submission of bids or proposals. Offerors or proposers are responsible for ensuring their offers or proposals are timely. OCWCOG may decline to consider a late offer, even if the offer or proposal is late because of a delay in OCWCOG's internal handling of mail or documents or because OCWCOG's receiving equipment was unavailable.

15. Notwithstanding ORS 192.311 to 192.478, proposals must be publicly opened and in a manner to avoid disclosing contents to competing proposers during, when applicable, the process of negotiation, but OCWCOG will record and make available the identity of all proposers as part of OCWCOG's public records after the proposals are opened. To do so, the purchasing employee will type-up an RFP Receipt Record immediately after publicly opened and submit it to a Contracts Coordinator for posting on the State's Active Procurement System.

16. Notwithstanding ORS 192.311 to 192.478, proposals are not required to be opened for public inspection until after the Notice of Intent to Award a contract is issued.

17. After the opening of proposals, OCWCOG may issue or electronically post an addendum to the request for proposals that modifies the criteria, rating process and procedure for any tier of competition before the start of the tier to which the addendum applies. OCWCOG will send an addendum that is issued by a method other than electronic posting to all proposers who are eligible to compete under the addendum. OCWCOG will issue or post the addendum at least five days before the start of the subject tier of competition or as OCWCOG otherwise determines is adequate to allow eligible proposers to prepare for the competition in accordance with rules adopted under ORS 279A.065. It is the responsibility of the purchasing employee to inform a Contracts Coordinator that an addendum is needed, to draft it, to find out the required timeline for doing so and to submit the draft in a timely manner accordingly.

18. Correction of Certain Errors. Arithmetic errors apparent on the face of a bid will be corrected by OCWCOG before comparing bid prices. Discrepancies between a unit price and an extended total price for a bid item will be resolved in favor of the unit price.
 19. Proposals will be evaluated based upon the evaluation criteria established by the RFP. Changes in evaluation criteria will be communicated to all proposers or prospective proposers by addendum. If evaluation criteria are changed after proposals have been submitted, all proposers will have an opportunity to supplement their proposals or submit best and final offers after receipt of the addendum changing the evaluation criteria.
 20. If OCWCOG awards a Contract, it will award the Contract to the responsible proposer whose proposal OCWCOG determines in writing is the most advantageous to OCWCOG based on the evaluation process and evaluation factors described in the request for proposals, applicable preferences described in ORS 279A.120 and 279A.125 and, when applicable, the outcome of any negotiations authorized by the RFP. Other factors may not be used in the evaluation. When the RFP specifies or authorizes awarding multiple public contracts, OCWCOG will award public contracts to the responsible proposers who qualify for the award of a contract under the terms of the request for proposals.
 21. The cancellation of RFPs and the rejection of proposals must be in accordance with ORS 279B.100.
 22. At least seven days before the award of a public contract, unless OCWCOG determines that seven days is impractical under rules adopted under ORS 279A.065, OCWCOG will post a Notice of Intent to Award a contract on the State's Active Procurement System. The purchasing employee will draft the Notice and submit it to a Contracts Coordinator via email.
 23. A Proposer may protest the award of a public contract or a Notice of Intent to Award a public contract, according to ORS 279B.410. A Contracts Coordinator will respond to the protest or appeal, with sign off from the Public Contracting Officer, within the timeframe and according to ORS 279B.405 and ORS 279B.415. Such responses do not require OCWCOG Board approval.
 24. Before executing a contract solicited under this section, OCWCOG will obtain the proposer's agreement to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work. [2003 c.794 §52; 2009 c.880 §6; 2011 c.458 §12]
- ii. **Competitive Sealed Bidding** is solicited through the **Invitation to Bid (ITB)** process under ORS 279B.055. The process permits an award to the lowest responsive and responsible bidder and does not allow a procuring agency to negotiate with a bidder. OCWCOG should use the Competitive Sealed Bidding method when it is clear on "what" the product or service is and "how" the product or service must perform. OCWCOG should use the Competitive Sealed Bidding

method if there are no substantive differences among the products or services that meet specifications, and the only difference among responsive bids is price.

1. OCWCOG may issue a Request for Information, a Request for Interest, a Request for Qualifications or other preliminary documents to obtain information useful in preparing an ITB.
2. All documents to be issued for an ITB will be drafted by the purchasing employee, submitted to a Contracts Coordinator at least five business days prior to its required deadline for posting on the State's Active Procurement System. The exception is the ITB document itself which must be submitted 21 business days prior to posting to give time for legal review. As stated in section 3.a.vii., Contracts Coordinators will post the documents on the State's active procurement system, upon determining that they are sufficient.
3. OCWCOG has ITB templates available to use for drafting a solicitation. Depending on the product or service being solicited, there are many more laws that will apply to the ITB document. Once drafted by the purchasing employee, it must be submitted to a Contracts Coordinator to foster its evaluation for sufficiency.
4. OCWCOG will designate a deadline for submission of bids. Offerors or proposers are responsible for ensuring their offers or proposals are timely. OCWCOG may decline to consider a late offer, even if the offer or proposal is late because of a delay in OCWCOG's internal handling of mail or documents or because OCWCOG's receiving equipment was unavailable.
5. The ITB document must specify the name and title of the OCWCOG employee designated to receive bids and the person OCWCOG designates as the contact person for the procurement, if different.
6. The ITB document must describe the procurement and will identify the scope of work included within the procurement, outlining the contractor's anticipated duties and set expectations for the contractor's performance. The scope of work will require the contractor to meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. It will also include an Attachment with a sample draft of the contract for the product or service.
7. The ITB document must specify the separate deadlines for questions and protests, and how they may be received with specific contact information, as well as who will respond and when. All OCWCOG responses must be in writing. OCWCOG decisions regarding protests must be made according to ORS 279B.405 no fewer than three business days before bids, proposals or offers are due.
8. Form of Security. OCWCOG may accept only the following forms of bid security:

- a. A surety bond from a surety company authorized to do business in the State of Oregon;
 - b. An irrevocable letter of credit issued by an insured institution as defined in ORS 706.008; or,
 - c. A cashier's check or certified check.
9. All ITB questions from potential respondents must be answered in writing within one response document or email, as a Q & A document, per the deadline specified in the ITB document itself. This Q and A document will then be submitted to a Contracts Coordinator who upon finding it sufficient will post it on the State's Active Procurement System **five business days** prior to the ITB deadline for submission, unless otherwise provided in the solicitation document(s).
10. OCWCOG will give public notice of the ITB at least fourteen (14) days before the solicitation closing date. This may be done in the following manner:

Once a Contracts Coordinator has approved the ITB as being sufficient, at a minimum, they will publish it on the State's Active Procurement System. The Contracts Coordinator may choose to electronically publish it by other means as well.
11. Receipt. Bids must be submitted in writing. OCWCOG will not open the offer, proposal or modification, but will date and time stamp the offer and store it in a secure place until the published opening time and date. If OCWCOG inadvertently opens an offer, proposal or a modification, prior to the opening, OCWCOG will reseal and store the opened bid.
12. Offerors or proposers are responsible for ensuring their offers are received by OCWCOG in a complete and legible form. OCWCOG may decline to consider an offer that is incomplete or illegible, even if the problem is caused by OCWCOG's hardware or software.
13. OCWCOG will open bids publicly at the time, date and place designated in the ITB. OCWCOG will designate a deadline for submission of bids.
14. Notwithstanding a requirement to make bids open to public inspection after OCWCOG issues Notice of Intent to Award a contract, OCWCOG may withhold from disclosure to the public trade secrets, as defined in ORS 192.345, and information submitted to a public body in confidence, as described in ORS 192.355, that are contained in a bid.
15. OCWCOG will record the amount of a bid, the name of the bidder and other relevant information specified by rule adopted under ORS 279A.065. The record will be open to public inspection. The purchasing employee will type-up an ITB Receipt Record for this purpose immediately after the public opening of bids. The ITB Receipt Record will then be submitted to a Contracts Coordinator for posting on the State's Active Procurement System.

16. All bids received by OCWCOG for a particular public contract become binding offers when the first bid is opened, and remain irrevocable for 30 calendar days after opening unless a different period is specified in the Invitation for Bids.
17. Opened bids will be evaluated in accordance with applicable statutes. When a bid is determined to be unresponsive to the invitation for bids, it will not be evaluated further.
18. Correction of Certain Errors. Arithmetic errors apparent on the face of a bid will be corrected by OCWCOG before comparing bid prices. Discrepancies between a unit price and an extended total price for a bid item will be resolved in favor of the unit price.
19. When All Bids Exceed Estimate. OCWCOG may negotiate with the lowest responsible bidder or proposer submitting a responsive bid if all responsive bids from responsible bidders or proposers exceed OCWCOG's cost estimate. Bidders will be deemed "responsible" according to ORS 279.375 or ORS 279B.110. If a written cost estimate was not prepared prior to bidding, the amount budgeted for the public contract will be deemed the cost estimate for the purposes of this subsection.
20. In determining the lowest responsible bidder in the award of a contract, OCWCOG may use the concept of life cycle costing. As used in this section, life cycle costing means determining the cost of a product for its useful life. Prior to the time of writing specifications for the product, the OCWCOG will identify those factors which will have cost implications over the life of the product.

The ITB will set out clearly the factors and methodology to be used in life cycle cost adjustments. At or after the formal bid opening, the results of life cycle costing adjustments will be applied to the base bid, and the bidder whose total bid results in the lowest ownership cost, taking into account the life cycle costing adjustments, will be considered the lowest responsible bidder.
21. The cancellation of invitations to bid and the rejection of bids must be in accordance with ORS 279B.100.
22. If OCWCOG awards a contract, it will award the contract:
 - a. To the lowest responsible bidder whose bid substantially complies with the requirements and criteria set forth in the invitation to bid and with all prescribed public procurement procedures and requirements; or
 - b. If the Invitation to Bid specifies or authorizes the award of multiple contracts, to the responsible bidders:
 - i. Whose bids substantially comply with the requirements and criteria set forth in the invitation to bid and with all prescribed public procurement procedures and requirements; and

ii. Who qualifies for the award of a public contract under the terms of the Invitation to Bid.

23. At least seven days before the award of a public contract, unless OCWCOG determines that seven days is impractical under rules adopted under ORS 279A.065, OCWCOG will post on the State's Active Procurement System, a Notice of Intent to Award a Contract. The purchasing employee will draft the Notice and submit it to a Contract's Coordinator for approval and publishing.

24. An Offeror may protest the award of a public contract or a Notice of Intent to Award a public contract, according to ORS 279B.410. A Contracts Coordinator, with sign off from the Public Contracting Officer, will respond to the protest or appeal within the timeframe and according to ORS 279B.405 and ORS 279B.415. Such responses do not require OCWCOG Board approval.

25. The successful bidder will promptly execute a contract. The successful bidder's duty to promptly execute a contract includes the duty to take all action that is necessary to form a contract in accordance with the invitation to bid, including posting performance security, submitting proof of insurance when the invitation to bid requires the submission and agreeing to perform the scope of work and meet the performance standards set forth in the invitation to bid.

4. **Sole Source Procurement.** OCWCOG may award a contract for goods or services without competition based on written findings that only a sole source will be able to fulfill its current needs under ORS 279B.075. A Contracts Coordinator will provide the employee seeking a Sole Procurement a form to demonstrate their findings. Upon completion of the form, the employee will submit it via email to a Contracts Coordinator. They will then evaluate it and if they deem it sufficient, route it for the signature approval of the Public Contracting Officer.
- a. Procurement findings may include:
- i. That the efficient utilization of existing goods requires acquiring compatible goods or services;
 - ii. That the goods or services required to exchange software or data with other public or private agencies are available from only one source;
 - iii. That the goods or services are for use in a pilot or an experimental project;
or
 - iv. Other findings that may or may not support the conclusion that the goods or services are available from only one source.
- b. Procurements that generally DO NOT meet the justification for a Sole Source include:
- i. Proprietary products or services that are provided by more than one potential supplier.
 - ii. Preference for a brand name product where other brands qualify as equals.
 - iii. Highly restrictive specifications written to exclude competition.
 - iv. Incumbent supplier that has been furnishing services to an agency.
 - v. Loss of funding at the end of a fiscal year.

- c. To the extent reasonably practical, the contracting agency will negotiate with the sole source to obtain contract terms that are advantageous to the contracting agency.
5. **Emergency Procurement.** OCWCOG may utilize this method of procurement for limited circumstances that could not have been reasonably foreseen that create a substantial risk of loss, damage, interruption of services or threat to public health or safety under ORS 279B.080.
- a. A Contracts Coordinator will provide an Emergency Procurement Form for the employee seeking to complete the purchase. In filling out the form, the employee will describe the contract scope that adequately addresses and is limited to the risk - created or anticipated - by the Emergency circumstance.
 - b. Upon completion of the form, the employee will then return it to a Contracts Coordinator, who will evaluate it and if they deem it sufficient, route it for the signature approval of the Public Contracting Officer. Purchases may then only be made upon obtaining the authorizing Public Contracting Officer's signature.
 - c. In conducting the procurement, OCWCOG will set a solicitation time period that the contracting agency determines to be reasonable under the emergency circumstances and may issue written or oral requests for offers or make direct appointments without competition in cases of extreme necessity. [2003 c.794 §56; 2007 c.764 §6a]
 - d. OCWCOG's Board of Directors may adopt a resolution indicating the existence of the emergency and stating with specificity the emergency conditions necessitating the prompt execution of the contract.
 - e. Any contract awarded under this exemption will be awarded within 60 days following declaration of the emergency unless an extension is granted by OCWCOG's Board of Directors.
 - f. OCWCOG's Board of Directors may waive requirements for performance and payment bonds in the event of an emergency.

iv. **Other Procurement Procedures**

1. **Cooperative Procurements.** A department that chooses to participate in sponsoring, conducting or administering a Joint Cooperative Procurement, Permissive Cooperative Procurement or Interstate Cooperative Procurement may do so only in accordance with ORS 279A.210, 279A.215 or 279A.220. If a department utilizes this exemption and the estimated value of the contract exceeds \$250,000, the department will follow the process set forth in ORS 279A.215(2) and (3).
2. **Copyrighted Materials.** OCWCOG may purchase copyrighted materials, including through license or subscription, if there is only one known supplier available for such goods. Examples of copyrighted materials covered by this exemption may include, but are not limited to, new adopted textbooks, workbooks, curriculum kits, reference materials, books, periodicals, audio and visual media, and non-mass-marketed software.

3. Price Regulated Items. OCWCOG may contract for the direct purchase of goods or services where the rate or price for the goods or services being purchased is established by federal, State or local regulatory authority.

Adopted by the Oregon Cascades West Council of Governments, Albany, Oregon, 16th of September, 2021.

ATTEST:

Secretary

Chair



Community and Economic Development

1400 Queen Avenue SE, Suite 205 • Albany, Oregon 97322
(541) 967-8551 • FAX (541) 967-4651 • TTY/TDD 711

Resolution 2021-09-01

RESOLUTION OF THE OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG) DIRECTORS APPROVAL OF REQUEST TO RELEASE EDA'S FEDERAL INTEREST IN OCWCOG'S EDA REVOLVING LOAN FUND (RLF)

WHEREAS, OCWCOG has received an invitation to request EDA release their federal interest in OCWCOG's EDA Revolving Loan Fund original grant award 073902821 and 073902821.01, and

WHEREAS, the OCWCOG Board of Directors is responsible for the RLF's performance and the RLF plan, and

WHEREAS, The RLF is being operated in accordance with the policies and procedures contained in the RLF Plan, and

OCWCOG is committed to continue using the RLF for one or more activities that continue to carry out the economic development purposes of the Public Work and Economic Development Act of 1965 (PWEDA) in compliance with on-going restrictions required by the Act as articulated in the release agreement.

THEREFORE, BE IT RESOLVED that

1. The Executive Director/Finance Director of OCWCOG is hereby authorized to request EDA release their federal interest in the above referenced grant awards.
2. The Executive Director/Finance Director of OCWCOG is hereby authorized to accept said release agreement, if approved, on behalf of OCWCOG and to sign all required documentation pertaining to the EDA release agreement.

I hereby certify that the foregoing Resolution _____ was adopted by the Board of Directors of Oregon Cascades West Council of Governments at its meeting on _____.

Claire Hall, Chair

Date

MEMBER GOVERNMENTS — COUNTIES: Benton, Lincoln and Linn **CITIES:** Adair Village, Albany, Brownsville, Corvallis, Depoe Bay, Halsey, Harrisburg, Lebanon, Lincoln City, Millersburg, Monroe, Newport, Philomath, Scio, Siletz, Sweet Home, Tangent, Toledo, Waldport, Yachats **OTHER:** Confederated Tribes of Siletz Indians, and Port of Newport



1400 Queen Ave SE • Suite 201 • Albany, OR 97322
 (541) 967-8720 • FAX (541) 967-6123

MEMORANDUM

DATE: September 16, 2021
TO: OCWCOG Finance Committee
FROM: Sue Forty, Finance Director
RE: **OCWCOG Financial Update**

Please accept the following snapshot of the Consolidated Revenue and Expense Statement for period ending June 30, 2021, with notes to pertinent items. This is the final report for this period. We strive to make the following financial information consistent, accessible, and transparent.

Snapshot by Major Line Item

	FY2021 Budget	June YTD	Percentage YTD	Prior Year YTD
Dues	321,584.00	319,911.83	99.48%	100.00%
Contracts	2,229,818.00	2,050,402.11	91.95%	106.17%
Grants	187,500.00	357,229.90	190.52%	72.99%
Donations	220,500.00	233,726.22	106.00%	103.77%
State Revenue	2,025,065.00	1,955,999.63	96.59%	92.36%
Federal Revenue	16,146,514.00	15,451,706.41	95.70%	97.42
Coordinated Care	9,620,190.00	8,897,624.85	92.49%	105.88%
Total Income (all line items)	46,783,346.00	46,002,524.30	98.33%	100.42%
Total Payroll Expense	18,958,714.00	16,222,133.13,	85.57%	88.97%
Contract Expense	11,467,756.00	9,570,222.41	83.45%	97.09%
Indirect Expense	2,315,112.00	2,309,935.35	99.78%	99.59%
Maintenance & Repair	51,250.00	54,015.08	105.40%	53.49%
Supplies	148,716.00	100,619.07	67.66%	111.23%
Telephone	174,047.00	146,309.86	84.06%	88.23%
Travel / Training	419,490.00	79,401.47	18.93%	70.37%
Total Expense (all line items)	46,783,346.00	31,106,070.04	66.49%	70.20%
Net Gain / (Loss)		14,896,454.26		

Fiscal Year (FY) FY2020-2021 Financial Narrative (Revenue)

- a. Net/Gain (Loss) FY2020-2021 Budget, OCWCOG has a balanced budget. Net Gain/Loss reflects a profit with Beginning Balance numbers recorded. These numbers have been updated and will reflect in the next report.
- b. Member dues are billed annually. Some FY2020-2021 dues have not been received from members; a reminder has been sent to members who have not paid.
- c. Contract revenue is low partially due to COVID; some contracts were not initiated, or delayed to future years.
- d. Grant revenue is trending up over last year; COVID has offered additional funding in some departments. Staff are researching additional grant opportunities and applying as they come available. (This includes \$36,000 Grant money for Stand by Me program, and \$111,000 Grant Loans EDA)
- e. Donations revenue is up due to a large donation for Meals on Wheels.
- f. State revenue contract percentages are on budget.
- g. Federal revenue contract percentages are on budget.

FY2020-2021 Financial Narrative (Personnel and Material & Supplies)

- a. Personnel Expense is down slightly. All critical vacant positions are filled as soon as possible. The organization is reviewing all positions when vacant to ensure funding is utilized in the most equitable way. As of June 30, 2021, there were 7 vacant positions that are open with active recruitment.
- b. Contract expense is a bit low, some contracts budgeted have not begun or are starting later than expected due to COVID.
- c. Indirect expenses are on budget. Indirect rates are charged to all program areas based on the number of staff employed in each program, and are used to fund General Administration, Human Resources, Finance, and Technology Services.
- d. Maintenance and Repair expenses are on budget.
- e. Supply costs are under budget due to COVID and Telework and many working from home.
- f. Telephone is slightly under budget.
- g. Training and Travel came in under budget due to in-person training being cancelled. Also, teleworking has significantly reduced mileage reimbursements.

If you need additional information or clarification, please contact Finance Director Forty.

Consolidate Revenue and Expense Statement Finance Committee Financial Report

For Period Ended June 30, 2021

Revenues year-to-date under budget

Revenues year-to-date over budget

Percent of budget to date 100.00%

Acct No	Description	Budget	YTD Bal		
000710	Beg Bal-Restricted for Grants	\$ 10,908.00	\$ -	0.00%	
000725	Beg Bal-Restrict for Contracts	\$ 1,546,495.00	\$ 1,880,925.28	121.63%	
000735	Beg Bal-Restricted Reconcile	\$ 1,337,886.00	\$ 1,337,886.00	100.00%	
000740	Beg Bal-Restricted for Other	\$ 2,455,404.00	\$ 2,875,391.86	117.10%	
000745	Beg Bal-Restrict Reserve	\$ 2,342,700.00	\$ 3,294,556.33	140.63%	
000750	Beg Bal-Unrestricted	\$ 4,350,652.00	\$ 3,614,210.46	83.07%	
000801	Dues	\$ 321,584.00	\$ 319,911.83	99.48%	
000802	Fees For Service	\$ 140,500.00	\$ 120,890.15	86.04%	Low due to a reduction in copies due to telework
000803	Internal Transfer	\$ 2,317,181.00	\$ 2,314,257.60	99.87%	
000804	Miscellaneous Revenue	\$ 1,900.00	\$ 4,840.28	254.75%	Sold salvaged copper wire from Tech, donated mileage from Meals and HSA fees rebates
000805	Contract Revenue	\$ 2,229,818.00	\$ 2,050,402.11	91.95%	
000806	Grant Revenue	\$ 187,500.00	\$ 357,229.90	190.52%	Additional grant funds received for Lending and CED that were not budgeted
000807	Donations	\$ 220,500.00	\$ 233,726.22	106.00%	
000808	Interest Revenue	\$ 280,000.00	\$ 250,904.67	89.61%	
000809	Transfers In	\$ 195,000.00	\$ 10,000.00	5.13%	Large transfer in for Tech Services was not needed.
000819	Special Event Revenue	\$ 10,000.00	\$ -	0.00%	
000820	Program Meals Revenue	\$ 180,000.00	\$ 177,172.97	98.43%	
000822	Loan Packaging Fees	\$ 3,000.00	\$ 3,360.00	112.00%	
000823	Program Income	\$ 682,049.00	\$ 685,686.10	100.53%	
000824	Match	\$ 50,500.00	\$ 47,066.33	93.20%	
000826	Borrowers Fees	\$ 1,500.00	\$ 5,100.18	340.01%	Borrowers fees and reconveyance fees for business lending are up due to additional loan activity
000828	Service Fees	\$ 6,500.00	\$ 4,501.79	69.26%	
000829	Program Administration	\$ 120,000.00	\$ 109,173.35	90.98%	
000840	Veterans	\$ 109,687.00	\$ 100,992.00	92.07%	
000841	Oregon Project Independence	\$ 934,000.00	\$ 992,137.85	106.22%	Additional COVID funds received
000843	ODOT	\$ 981,378.00	\$ 862,869.78	87.92%	Due to staffing in ODOT contract beginning of the year
000846	Coordinated Care	\$ 9,620,190.00	\$ 8,897,624.85	92.49%	
000860	Economic Development Admin	\$ 235,410.00	\$ 249,468.22	105.97%	
000862	Older Americans Act	\$ 1,253,855.00	\$ 1,842,266.00	146.93%	Additional COVID funds received
000863	Title XIX	\$ 13,186,831.00	\$ 12,328,223.71	93.49%	
000864	Federal Senior Meals	\$ 1,085,054.00	\$ 738,404.21	68.05%	The billing for May and June were not recorded in Accounts Receivable and will be recognized as revenue in 2021-2022 FY
000865	USDA	\$ 107,064.00	\$ 83,377.00	77.88%	The budget was higher than the revenue received.
000867	Federal Match	\$ 120,300.00	\$ 59,119.58	49.14%	XIX \$114,446.27 Match June 2021, this was coded to the XIX line in the budget. Correction will happen during the annual audit.
000868	Environmental Protection Agenc	\$ 150,000.00	\$ 143,749.69	95.83%	
000869	Siletz Revenue	\$ 8,000.00	\$ 7,098.00	88.73%	Closures of meal site due to COVID
	REVENUE	\$ 46,783,346.00	\$ 46,002,524.30	98.33%	
					Expenses year-to-date over budget
000410	Leave Benefits	\$ 630,739.00	\$ 623,206.17	98.81%	
000420	Fringe Benefits	\$ 1,057,704.00	\$ 852,631.94	80.61%	
000421	Insurance Benefits	\$ 3,151,012.00	\$ 2,908,749.22	92.31%	
000425	PERS Benefits	\$ 2,783,120.00	\$ 2,380,133.40	85.52%	
000430	PERS Reserve	\$ 222,222.00	\$ 90,504.79	40.73%	
0001ED	Executive Director	\$ 144,100.00	\$ 133,155.10	92.40%	
0004PD	Program Director	\$ 451,699.00	\$ 384,252.47	85.07%	
0010PM	Program Manager	\$ 146,097.00	\$ 46,357.32	31.73%	
0013PS	Program Supervisor	\$ 870,014.00	\$ 786,974.38	90.46%	
0019PM	Personnel Manager	\$ 96,780.00	\$ 98,034.05	101.30%	
0022SA	Senior Accountant	\$ -	\$ 11,543.35	0.00%	Position filled after budget and loss of Finance Manager
0046CM	Case Manager	\$ 2,753,296.00	\$ 2,264,544.20	82.25%	

0053CC	Contracts Coordinator	\$ 83,933.00	\$ 67,067.62	79.91%	
0055CS	Clerical Supervisor	\$ 59,813.00	\$ 115,832.50	193.66%	Staff were reclassified after the budget was adopted
0058AP	Assistant Planner	\$ 101,451.00	\$ 224,548.68	221.34%	Some of these funds were budgeted in the CED Planner line.
005PIO	Public Information Officer	\$ 53,637.00	\$ 8,000.17	14.92%	Position is open to be filled, current staff doing work under this budget line
0060AS	Accounting Specialist	\$ 109,245.00	\$ 87,178.50	79.80%	
0064ES	Eligibility Specialist	\$ 1,246,686.00	\$ 1,126,911.21	90.39%	
0064IR	Information & Referral	\$ -	\$ 15,417.20	0.00%	This is a brokerage staff. HR is working on a classification for this position.
0064MM	Money Management Coord	\$ 47,146.00	\$ 46,548.38	98.73%	
0067EA	Executive Assistant	\$ 77,577.00	\$ 106,550.18	137.35%	10% WOC all year, & Staff were reclassified after the budget was adopted
0070AC	Accounting Clerk II	\$ 51,589.00	\$ 51,684.88	100.19%	
0076AA	Administrative Assistant	\$ 314,383.00	\$ 364,673.88	116.00%	Staff reclassified after budget was adopted
0076BO	Business Officer	\$ 58,576.00	\$ 57,908.30	98.86%	
0085CS	Clerical Specialist	\$ 377,325.00	\$ 325,943.11	86.38%	
0085SS	Software Support Specialist	\$ 75,069.00	\$ -	0.00%	Paid as Information Support Specialist
0085WS	Workstation Support Specialist	\$ 114,771.00	\$ 103,780.05	90.42%	
013SLO	Senior Loan Officer	\$ 82,233.00	\$ 77,459.17	94.19%	
013TSM	Transportation Manager	\$ 77,869.00	\$ 83,014.24	106.61%	
025NSS	Network Support Specialist	\$ 65,184.00	\$ 44,300.60	67.96%	
031CDP	CED Planner	\$ 447,686.00	\$ 204,678.70	45.72%	
034APS	Adult Protective Services Spec	\$ 648,119.00	\$ 653,654.24	100.85%	
037DTC	Diversion & Transition Coord	\$ 207,251.00	\$ 179,093.03	86.41%	
037LCM	Lead Case Manager	\$ 273,793.00	\$ 204,552.46	74.71%	
045ISS	Information Support Specialist	\$ 54,287.00	\$ 79,110.39	145.73%	WOC while positions in technology are being reviewed for budget placement.
052ALO	Assistant Loan Officer	\$ -	\$ 11,355.12	0.00%	New hire not originally budgeted for
055SMS	Senior Meals Supervisor	\$ -	\$ 8,919.04	0.00%	Budgeted as a program supervisor
055VSO	Veterans Service Officer	\$ 51,266.00	\$ 52,772.76	102.94%	
060FMC	Facility Maint. Coordinator	\$ 48,962.00	\$ 50,315.60	102.76%	
061LES	Lead Eligibility Specialist	\$ 53,209.00	\$ 52,657.13	98.96%	
064ADR	ADRC Specialist	\$ 236,917.00	\$ 167,298.25	70.61%	
064ALW	Asst. AFH Licensing Worker	\$ 113,907.00	\$ 107,940.71	94.76%	
064TSS	Technology Support Spec.	\$ 42,791.00	\$ -	0.00%	Position is currently vacant
067CEA	Confidential Executive Assist	\$ 107,138.00	\$ 42,488.69	39.66%	
073MRW	Medical Resource Worker	\$ -	\$ 37,940.27	0.00%	This position was staffed after budget adopted
075LTB	Lead Trans Brokerage Spec.	\$ 47,326.00	\$ 45,199.84	95.51%	
075TBS	Transportation Brokerage Spec.	\$ 444,157.00	\$ 260,470.53	58.64%	
076IHA	In Home Assistant	\$ 463,787.00	\$ 333,001.13	71.80%	
082SMC	Senior Meals Coordinator	\$ 47,916.00	\$ 37,454.38	78.17%	
090RSM	Relief Site Manager	\$ 25,000.00	\$ 12,820.88	51.28%	
099EXH	Extra Hire	\$ 139,978.00	\$ 72.90	0.05%	
88MSM3	Meal Site Manager 3	\$ 201,954.00	\$ 193,432.02	95.78%	
	PERSONNEL	\$ 18,958,714.00	\$ 16,222,133.13	85.57%	
000504	Advertising	\$ 21,834.00	\$ 33,338.61	152.69%	Additional public meeting notice and advertisement in GA, AAMPO, CAMPO, RSVP and SDS
000506	Auto Expense	\$ 17,000.00	\$ 15,500.09	91.18%	
000510	Bank Charges	\$ 15,300.00	\$ 11,507.44	75.21%	
000513	Board/Comm/Meeting Expense	\$ 41,214.00	\$ 3,843.11	9.32%	
000516	Computer Maintenance	\$ 166,795.00	\$ 146,665.57	87.93%	
000521	Contract Administration	\$ 2,500.00	\$ 740.00	29.60%	
000522	Contract Expense	\$ 11,467,756.00	\$ 9,570,222.41	83.45%	
000523	Admin Contract Expense	\$ 500,000.00	\$ 554,530.85	110.91%	CEP Home Care worker expense are larger than expected possibly due to COVID
000525	Copying	\$ 84,990.00	\$ 41,970.83	49.38%	Telework has drastically reduced the amount of copies being made in the building
000531	Dues and Memberships	\$ 68,075.00	\$ 51,891.90	76.23%	
000532	Equipment Expense	\$ 1,000.00	\$ 257.99	25.80%	
000533	Finance Indirect	\$ 560,476.00	\$ 557,892.40	99.54%	
000534	Indirect Expense	\$ 968,735.00	\$ 965,809.72	99.70%	

000535	Furniture & Fixtures	\$ 135,450.00	\$ 11,980.19	8.84%	
000537	Insurance	\$ 70,050.00	\$ 73,259.48	104.58%	One time expense
000540	Interest Expense	\$ 18,000.00	\$ 15,594.03	86.63%	
000542	Legal Services	\$ 48,000.00	\$ 34,394.26	71.65%	
000543	Licenses and Fees	\$ 140,719.00	\$ 116,149.25	82.54%	
000546	Loan Fees	\$ 850.00	\$ 5,595.70	658.32%	Borrowers fees and reconveyance fees for business lending are up due to additional loan activity
000549	Maintenance and Repair	\$ 51,250.00	\$ 54,015.08	105.40%	
000550	Marketing Expense	\$ 8,050.00	\$ 683.00	8.48%	
000551	Taxes	\$ 3,500.00	\$ -	0.00%	
000553	Loan Admin Exp	\$ 120,000.00	\$ 109,992.35	91.66%	
000555	Postage	\$ 65,250.00	\$ 44,028.38	67.48%	
000558	Printing	\$ 24,600.00	\$ 9,234.19	37.54%	
000561	Rent	\$ 708,730.00	\$ 707,786.93	99.87%	
000564	Resource Reserve	\$ 60,000.00	\$ 144,006.07	240.01%	XIX \$114,446.27 Match June 2021, we did not anticipate using Match when the budget was created.
000567	Supplies	\$ 148,716.00	\$ 100,619.07	67.66%	
000568	Stipend	\$ 159,620.00	\$ 158,196.04	99.11%	
000570	Technology Indirect	\$ 785,901.00	\$ 786,233.23	100.04%	
000573	Telephone	\$ 174,047.00	\$ 146,309.86	84.06%	
000575	Special Event Expense	\$ 10,000.00	\$ -	0.00%	No events being held due to COVID restrictions
000576	Training	\$ 169,506.00	\$ 25,783.36	15.21%	
000577	Volunteer Recognition	\$ 20,500.00	\$ 33,793.00	164.84%	RSVP and Meals on Wheels have recognized volunteers at a higher level as funds were awarded for this purpose. T-shirts and RSVP labeled masks and uniforms have been purchased
000578	Meal Delivery Travel	\$ 72,750.00	\$ 23,820.80	32.74%	
000579	Travel	\$ 177,234.00	\$ 29,797.31	16.81%	
000580	Transfers Out	\$ 185,000.00	\$ 10,000.00	5.41%	
000582	Utilities	\$ 68,000.00	\$ 54,507.44	80.16%	
000583	Operating Contingency	\$ 4,921,921.00	\$ -	0.00%	
000584	Janitorial	\$ 79,614.00	\$ 82,367.71	103.46%	
000585	Unappropriated EFB for future	\$ 4,634,209.00	\$ -	0.00%	
	MATERIALS AND SUPPLIES	\$ 26,977,142.00	\$ 14,732,317.65	54.61%	
000595	Capital Purchase	\$ 339,000.00	\$ 85,125.07	25.11%	
000596	Leasehold Improvement	\$ 460,000.00	\$ 18,004.20	3.91%	
	CAPITAL OUTLAY	\$ 799,000.00	\$ 103,129.27	12.91%	
000598	Principal Payment	\$ 43,333.00	\$ 43,333.33	100.00%	
000599	Interest Expense	\$ 5,157.00	\$ 5,156.66	99.99%	
	DEBT SERVICES	\$ 48,490.00	\$ 48,489.99	100.00%	
	Expense	\$ 46,783,346.00	\$ 31,106,070.04	66.49%	
		\$ -	\$ 14,896,454.26	0.00%	

MEMORANDUM

DATE: September 16, 2021
TO: OCWCOG Board of Directors
FROM: Jenny Glass, CED Director
RE: **Housing Planning Assistance Grant**

The Cascades West Region is not unique in struggling with housing issues. Communities across the state, Pacific Northwest, and the United States are facing many of the same challenges in increasing the amount of housing for people across all income groups. Housing prices and monthly rents continue to increase across our region impacting residents across the region.

The Department of Land Conservation and Development (DLCD) has planning assistance money available. The proposed application fits within the Planning Assistance Housing Implementation Plan – Provided Consultant Application. Other support available included a consultant to update a city’s Housing Needs Analysis (HNA) or developing a Housing Production Strategy. COG Staff submitted an application and will work with the provided consultant to refine the scope of work once the grant is awarded. We will narrow the scope of the project to “opt-in” code audits only.

Cities opting in will receive a review of city development codes, which includes, but is not limited to, zoning requirements, engineering standards, infrastructure requirements, system development charges, and other code provisions. We will also examine whether the code defines truly “clear and objective” standards for permit review, a requirement of SB 1051. The code audits would require a city to “opt in” and cities would not be required to participate. Benefits would include, but are not limited to, a better understanding of development code barriers that may discourage housing development and development code amendments for a city to consider.

OCWCOG requests support from the Board of Directors’ to work with a consultant to provide code audits that will support cities in reaching their housing production goals.

Deliverable if awarded grant: Development Code Summary for each City that opted in

Attached: Draft Letter of Support

September 16, 2021

Gordon Howard, Community Services Division Manager
Department of Land Conservation and Development
635 Capitol Street NE Suite 150
Salem, OR 97301

Dear Mr. Howard:

The Board of the Oregon Cascades West Council of Governments (OCWCOGs) is pleased to offer our support of the application to the 2021-23 Planning Assistance—for a Regional Housing Strategy Implementation Plan. The proposed project is for “opt-in” development code audits to support cities in our region. Benefits would include a better understanding of development code barriers that discourage housing development and development code amendments for cities to consider.

OCWCOG is engaged in regional housing efforts and the proposed project supports current and past efforts. We recognize that housing is a regional issue and would like to assist our local communities in their housing planning efforts. This regional effort meets Goal 10 housing and supports housing planning efforts in our region. The OCWCOG Board is excited about this project and the benefits it could bring to our region; we strongly support funding it.

The Oregon Cascades West Council of Governments Board of Directors authorized me to sign this letter on September 16, 2021.

Sincerely,

Claire Hall, Chair
Oregon Cascades West Council of Governments



MEMORANDUM

DATE: September 16, 2021
TO: OCWCOG Board of Directors
FROM: Randi Moore, Senior, Disability, and Community Services Director
RE: Program Updates

Provider Time Capture and Electronic Visit Verification

The Oregon Provider Time Capture Direct Care Innovations (OR-PTC DCI) project is launching in our region the week of September 13th, 2021. OR-PTC DCI is creating a solution that allows Homecare Workers (HCWs) and Personal Care Attendants (PCAs) to electronically capture their time worked in real time. The goal is to make the time capture process more efficient. In addition, it meets the mandates set out in a federal law called the 21st Century Cures Act, which requires states to gather certain information electronically about personal care services such as those provided by home care workers and personal care attendants. Up until this time HCWs who work for in-home services consumers have submitted signed paper vouchers on two week pay cycles.

Starting next week HCWs will be required to log into the Electronic Visit Verification (EVV) system anytime they are working at a consumers home. This can be done one of three ways:

- The **OR PTC DCI mobile app** is typically the easiest option to learn and use. It is a free application for Apple or Android smart phones and smart devices. Providers can use the app to clock in, clock out and view their hours.
- The **OR PTC DCI landline** option allows Providers to clock in and out with the Consumer's landline phone. No internet or smart phone/device is needed for this option.
- The **OR PTC DCI fob** is a way to capture time when a smart phone/device or landline is unavailable. The fob is a small device that is always kept in the Consumer's home. The Provider pushes a button on the fob to display a code at the start and end of their shift. The Provider writes down the fob codes along with date and time of clock in/clock out on an OR PTC DCI timesheet. The Provider then enters the codes in the OR PTC DCI Web Portal by the end of the pay period.

Information gathered by the OR-PTC DCI project will include:

- Type of service
- Consumer receiving the service
- Provider giving the service
- Date of the service
- Location of the service
- Time the service starts and ends

Hope remains high that the OR-PTC DCI project creates efficiency for Oregon HCW workforce, while also protecting Oregonians that use in-home services from fraudulent service billing, but as with all large system changes there are concerns about rollout.

OCWCOG is supporting the project rollout with increased staffing in our office lobbies to work with HCWs who are struggling with the process. We are also providing technology in the form of computers placed in lobby areas for HCWs who lack these tools so they can access the OR-PTC DCI system, training, and orientation materials electronically.



Community and Economic Development

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MEMORANDUM

DATE: September 16, 2021
TO: Oregon Cascades West Council of Governments Board of Directors
FROM: Jenny Glass, Community and Economic Development Director
RE: **OCWCOG CED Program Update**

AAMPO

- Work continues on the Albany Transit Implementation Strategy, with new routes and stops planned to start in late September. Recent outreach at the Albany Farmer's Market provided good insights from the public.
- The next round of public engagement on the Albany Area Bicycle/Pedestrian Plan will begin in the next month. Now that barriers and travel routes are identified, staff will be soliciting input on potential projects to include in the plan.

CAMPO

- The first round of public engagement for the 2043 Regional Transportation Plan (RTP) update happened in July with over a dozen attendees participating in the virtual open house. Staff are currently working on evaluating future scenarios and will be reaching out to the public again in October with more opportunities for input.
- Bicycle and Pedestrian counting on multi-use paths around the region. Staff are providing summary reports as they become available on CAMPO's website.

CWACT

- The Cascades West Area Commission on Transportation (CWACT) supported three projects for submission into ODOT's Enhance grant program, including an intersection improvement on Highway 20 in downtown Albany, a signal improvement projects on Highway 20 between Philomath and Corvallis, and an evacuation/signboard planning project in Lincoln County.

CED Transportation

- Significant advertising for OCWCOG's new CW Ride website, as well as the Linn Benton Loop expansion, is planned for this fall. Staff developed innovative and catchy marketing ideas to share information with students and the general public throughout September and October. If you see us out and about, feel free to stop by and say hi!
- Staff will soon begin work on a recently awarded STIF grant to design two new mobility hubs at Oregon State University and Linn Benton Community College.
- Staff will be collaborating with Benton and Yamhill counties on service planning for the 99W Transit pilot, which is estimated to begin in the fall of 2022. We are excited to continue work on this project; which we originally wrote the feasibility study for as part of the 2019-2021 STIF grant cycle.

Economic Development Updates:

- CARES funding program is wrapping up with the final checks being disbursed. Eighteen projects were funded for a total of \$143,572. COG is sharing the projects featuring 2-4 each month in our email marketing, newsletter, and social media.
- Project briefs completed for Albany Waterfront and Industrial lands in Millersburg.
- Worked with Sweet Home to determine if a RISE grant was feasible for an industrial incubator. Determined the timeline was too short, so looking for another opportunity.
- Attending EDA American Rescue Plan webinars and helping disseminate the information in our region. Cascade West plans to be the lead on a Build Back Better grant for our region. We will be convening partners in the next few weeks.
- Developed an Emergency Business Response and Recovery Measure to forward on to OEDA
- Provided a USDA grant funding info session for rural communities with attendees from Linn, Benton, Lincoln, and Lane.