



Contract Review Sheet

CS-5804-23

Grant Agreement #: CS-5804-23 Amendment #: _____

Contact: Steve Dickey Department: Community Services Department

Phone #: (503) 373-4334 Date Sent: Wednesday, December 20, 2023

Title: United Way Safe Sleep

Contractor's Name: United Way Safe Sleep

Term - Date From: July 1, 2023 Expires: June 30, 2026

Original Contract Amount: \$ 200,000.00 Previous Amendments Amount: _____

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

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs) Department

Description of Services or Grant Award

Contract is to providing funding to support the expanded operations of the United Way Safe Sleep Shelter.

Desired BOC Session Date: 2/7/2024 Files submitted in CMS for Approval: 1/17/2024

Agenda Planning Date: 1/25/2024 Printed packets due in Finance: 1/23/2024

Management Update: 1/23/2024 BOC upload / Board Session email: 1/24/2024

BOC Session Presenter(s) Steve Dickey

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 2/7/2024
Department: Community Services

Title: United Way Safe Sleep Shelter Expansion

Agenda Planning Date: 1/25/2024 Management Update/Work Session Date: 1/23/2024 Audio/Visual aids []
Time Required: 5 minutes Contact: Steve Dickey Phone: 503-373-4334

Requested Action: Approve a contract with the United Way of the Mid-Willamette Valley to provide \$200,000 in 2021 CDBG funding for the expansion of the Safe Sleep Shelter.

Issue, Description & Background: United Way of the Mid-Willamette Valley has been operating the Safe Sleep Shelter and has recently moved to expand the capacity of the shelter. The expansion requires additional staff. This grant will fund two additional case workers, additional food services, and supplies for clients.

Financial Impacts: No significant impact to Marion County as the funds for this grant are provided through a 2021 CDBG grant to Marion County from the U.S. Department of Housing and Urban Development (HUD).

Impacts to Department & External Agencies: The approval of this grant will provide funding to expand services provided at the Safe Sleep Shelter and will help to meet the need of reducing homelessness in Marion County.

List of attachments: Contract CS-5804-23

Presenter: Steve Dickey

Department Head Signature: [Handwritten Signature]

REQUEST FOR AUTHORIZATION OF CONTRACT CS-5804-23

Date: November 15, 2023
To: Chief Administrative Officer
Cc: Contract File
From: Steve Dickey

I. Subject: Retroactive

The Marion County Community Services Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with for Subrecipient Agreement United Way of the Mid-Willamette Valley with a value of \$200,000 and will be effective retroactive to 7/1/2023 upon approval.

A. BACKGROUND

The HUD Annual Action Plan period is required to be from July 1 through June 30. However, the federal fiscal year is from October 1 through September 30 thus creating a delay in the availability of funds being available for reimbursement. Additionally, the federal fiscal year is dependent on a congressionally approved national budget which typically does not happen until the fall.

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

For the stated reason in section A, Background.

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

This will not change as long as the HUD Annual Action Plan period does not align with the federal fiscal year.

Submitted by:

Reviewed by:

Steve Dickey
Community Services Department

Contracts & Procurement

Acknowledged by:

Acknowledged by:

Chris Eppley, Department Head

Jan Fritz, CAO

**MARION COUNTY
SUBRECIPIENT AGREEMENT**

*2021 Community Development Block Grant
(CDBG) Funds*

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and **United Way of the Mid-Willamette Valley, a Non-Profit Public Benefit**, hereinafter referred to as "Subrecipient".

Recitals

WHEREAS, the Subrecipient, a non-profit was chosen to receive funding as part of Substantial Amendment #2 to the PY2021 Annual Action Plan approved by the Marion County Board of Commissioners on August 2, 2023 and.

WHEREAS, the County intends to award up to \$200,000 to reimburse for wages and expenses pertaining to the increased service operations of the United Way Safe Sleep Shelter including two additional case workers as well as additional food services and supplies for clients per 2 CFR 200.405 and

WHEREAS, subrecipient will be responsible for continuing to operate the program in a manner that meets a Low to Moderate Income (LMI) national objective by permitting eligible populations to utilize the facility. The subrecipient is also required to be able to demonstrate the origin of clients to demonstrate that clients within the County CDBG Entitlement Jurisdiction are being served. Due to the nature of services supported through this agreement Subrecipient's clients are persons presumed to be low to moderate income.

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits which are incorporated herein:

- A.** Exhibit A (The Application)
- B.** Exhibit B (Required Federal Terms and Conditions)
- C.** Exhibit C (Federal Funding Information for Subrecipients)
- D.** Exhibit D (Federal Funding Accountability and Transparency Act Certification)
- E.** Exhibit E (Trust Deed and Promissory Note)
- F.** Exhibit F (Section 3 of the Housing and Community Development Act)
- G.** Exhibit G (Fair Housing and Accessibility Requirements)
- H.** Exhibit H (Community Development Block Grant Monitoring Procedures)

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period **July 1, 2023 through June 30, 2026**. Subrecipients costs shall be expended by June 30, 2026 and should retain all records for a period of five years beyond date of last grant expenditure.

3. Work to be Performed

Subrecipient shall perform the work described in Exhibit A, The Application (the “Work”) in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of County.

Subrecipient shall be responsible for continuing to offer the program for the duration of the agreement or until funds have been expended.

4. Consideration; Reporting

The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of Two hundred thousand dollars (\$200,000) (the “Grant”) in order to provide staffing for eligible program activities. Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A.

Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County. 100% of the Grant must be used to provide services as indicated in the Work.

5. Funding Appropriation

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which the County anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Subrecipient will receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to the County with authorizing limitation. Subrecipient’s obligation to perform the Work is conditioned upon the County receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs.

6. Requests for Funds

- A.** Subrecipient shall request grant funds in such form and manner as is satisfactory to or required by the County. Further, subrecipient shall limit any request for funds to the amount needed and timely in order to accomplish the Work per 2 CFR 200.305. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.
- B.** Grant distributions will be made by the County: All requests for reimbursement and the supporting documentation shall be submitted to the CDBG/HOME Program Manager or to the Community Services Office Manager. The County will be responsible for submitting the draw requests to HUD and will notify Subrecipient when payment should arrive for all reimbursements. All backup documentation (invoices, timesheets, etc.) shall be submitted with the request for reimbursement.

The subrecipient will be responsible for invoicing the County for all qualifying expenses incurred on, or after July 1, 2023 during the following quarterly periods

- July 1 – September 30
- October 1 – December 31
- January 1 – March 31
- April 1 – June 30

Invoices must be submitted no more than 45 days following the end of the quarter or following the signature date of this agreement for timely processing.

7. Nonexclusive Remedies Related to Funding

A. Withholding of Grant Funds from Request

County may withhold any and all undisbursed Grant funds from Subrecipient, if the County, in its sole discretion, determines that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subrecipient obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to the County about its performance under this Agreement as well as timely satisfying all Agreement obligations relating to any awarded funds. The County may also withhold any and all requested Grant fund from Subrecipient if the County, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work, is in noncompliance or ineligible with CDBG funding or program objectives, or is unsubstantiated by related documentation.

B. Redistribution or Retention of Funds

- i. If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Subrecipients.
- ii. If applicable, beginning on July 1st 2025, if fifty percent (50%) of Subrecipient's Work is not complete, the County may reduce and redistribute funds to other Subrecipients.
- iii. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

C. Reservation of Right to Recapture

The County reserves the right to recapture funds from Subrecipient based on misrepresentation, underperformance, non-compliance, unallowed costs, or fraud.

8. Termination

- A. The County may immediately terminate this Agreement in whole or in part upon written notice to the Subrecipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Subrecipient, whether directly by Subrecipient or through one or more of its agents, subcontractors, successors or assigns, as determined by the County in its sole discretion.

- B.** The County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by the County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Subrecipient, its Subcontractors, agents, representatives, contractors, or assigns by which Subrecipient, as determined by the County at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to the County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:
- i. Subrecipient fails to fulfill timely any of its obligations under this Agreement;
 - ii. Subrecipient fails to comply timely with directives received from the County or from an agency that is the original source of the Grant funds;
 - iii. Funds provided under this Agreement are used improperly or illegally by Subrecipient;
 - iv. Funding for grant programs are denied, suspended, reduced or eliminated;
 - v. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the County is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
 - vi. Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;
 - vii. Any certification, license or certificate required by law to be held by Subrecipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
 - viii. Subrecipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
 - ix. Subrecipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal or state department or local government, including the County.
- C.** Subrecipient may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;
- i. The County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;

ii. The County provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law;

D. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Subrecipient obtain prior approval from the County for any additional expenditures that would obligate County to reimburse it from Grant funds or otherwise.

E. Notwithstanding the above, or any termination thereunder, neither Subrecipient nor the County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. The County may withhold any reimbursement to Subrecipient in the amount of compensation for damages due the County from Subrecipient (as estimated by the County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

F. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subrecipient under this Agreement shall be delivered to the County within sixty (60) days of the date of termination or upon such date as requested by the County.

G. Termination of this Agreement shall not impair or invalidate any remedy available to the County or to Subrecipient hereunder, at law, or otherwise.

9. Conflict of Interest

Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 CFR 200.318(c) and outlines the process for disclosing in writing any potential conflict of interest. Any perceived or actual conflict of interest must be reported to the County in a timely manner in accordance with 2 CFR 200.112.

10. Governing Law; Venue; Consent to Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

11. No Third-Party Beneficiaries

The County and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

12. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Subrecipient or the County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the County, such facsimile transmission must be confirmed by telephone notice to the County's primary contact. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

County Contact Person: CDBG/HOME Program Manager (Community Services Department)
Contact Telephone Number: 503-588-7975
E-Mail Address: csreporting@co.marion.or.us
Mailing Address: PO Box 14500, Salem, OR. 97309

13. Confidentiality

Subrecipient shall require and cause its Subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Subrecipient shall and shall require and cause its Subcontractors and vendors to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

14. Dual Payment

Subrecipient shall not be compensated for work performed under this Agreement from any other department of the County, nor from any other source, including the federal or state government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to the County

15. Monitoring Required

A. County Authorized to Monitor Subrecipient

The County shall perform a risk assessment on Subrecipient in order to determine appropriate level of monitoring to ensure compliance with Federal statutes, regulations, and the terms and conditions of Federal awards. The County shall monitor the activities of the Subrecipient as necessary to ensure that the CDBG program funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the CDBG program; and that CDBG program performance goals are achieved.

- i. The County monitoring of Subrecipient shall include at a minimum:
 - a. Reviewing financial and performance reports.
 - b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award or other related findings detected through audits, on-site reviews, and written confirmation from the Subrecipient, highlighting the status of actions planned or taken to address Audit findings related to the CDBG program, other federal programs as applicable, or other deficiencies noted that could impact non-compliance of the program.
 - c. Issuing a management decision for applicable audit findings pertaining only to the Federal award.
 - d. 4) The County is responsible for resolving audit findings specifically related to the CDBG program and not responsible for resolving crosscutting findings. If a Subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.*, has been debarred or suspended), the County may rely on the Subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the County to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
- ii. If necessary, the County may perform additional monitoring activities of the Subrecipient including but not limited to:
 - a. Provide Subrecipients with training and technical assistance on CDBG program-related matters; and
 - b. Perform on-site reviews of the subrecipient's CDBG program operations;
 - c. Arrange for agreed-upon-procedures engagements as described in § 200.425.

B. Subrecipient Noncompliance

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require special conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

C. Subrecipient Shall Monitor Its Subcontractors

Subrecipient shall monitor Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is reasonable to ensure compliance with applicable CDBG program requirements or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

The activities of any Subcontractor shall be monitored to ensure, among other things, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

16. Remedies

- A. If the County determines, in its sole discretion, that Subrecipient has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Subrecipient's eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.
- B. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Subrecipient's remedies provided under this Agreement, by law, or otherwise, but Subrecipient acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.
- C. No failure or delay by the County to enforce any provision of this Agreement shall constitute a waiver by the County of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- D. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

17. Expenditures Properly Supported

Expenditures and Requests for Funds shall be supported by Subrecipient with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of Subcontractors, under their respective contracts with Subrecipient) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. The County may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

18. Unallowable Costs and Lobbying Activities

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR 200, or otherwise, as such provisions may be modified from time to time. If Subrecipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, the County may exercise any

and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

19. Disallowance of Costs

The County neither is responsible for nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by the County except for costs incurred by Subrecipient solely due to the willful misconduct or gross negligence of the County, its employees, officers or agents. If a cost is disallowed by the County after reimbursement has occurred, Subrecipient shall repay all disallowed costs to the County upon written notice within the time frame specified by the County, which in no event shall exceed thirty (30) days.

Subrecipient shall cooperate and shall cause its Subcontractors to cooperate with the County and all appropriate investigative agencies and shall assist in recovering invalid payments.

20. Records Maintenance

Subrecipient shall, and shall require and cause its Subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than 5 years after the termination of this Agreement.

Subrecipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

21. Records Access

The County, State of Oregon, U.S. Treasury, and to any oversight body, including but not limited to Government Accountability Office, Treasury's Office of Inspector General, or any applicable audit agencies of the U.S. Government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subrecipient and its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the County who may take possession of them at any time after three (3) business days' notice to Subrecipient or Subcontractor, as the case may be. Subrecipient or Subcontractor may retain copies of all records taken by the County under this Section.

In its agreements with Subcontractors, Subrecipient shall require and cause its Subcontractors to comply with the requirements of Section 23 and to grant right of access to and ownership by the County of the subrecipients' books and records related to this Agreement.

22. Audits

If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable federal regulations, if any.

23. Subcontractor Agreements

The County shall approve all subcontractors prior to Subrecipient entering into subcontractor agreements. Subrecipient shall ensure all subcontractors are selected through procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient shall require and cause its subcontractors to comply with all applicable provisions of this Agreement and its exhibits between the County and Subrecipient, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the County.

Subrecipient shall require and cause that all its subcontractor agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subrecipient by the County and that the County shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subrecipient shall have a written contract with each subcontractor that is listed in and consistent with the Subrecipient's Work that identifies:

- A. The services that the Subcontractor must provide related to the project.
- B. The laws and regulations with which the Subcontractor must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).
- C. The Subrecipient's and the County's monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.
- D. A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or of Subrecipient.
- E. Subrecipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.
- F. (i) Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the County and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
 - a. Subrecipient shall include Exhibits B, D, E, F, and G on all procurement and contract documents and require all contractors or subcontractors to comply.

24. Insurance Requirements

Agency shall provide insurance coverage and limits as described below. All insurance carried by the Agency must be primary to and non-contributory with an insurance, including any self-insurance or retentions carried by the County.

- A. Workers Compensation Insurance.** Subrecipient shall comply with ORS 656.017, which requires subject employers to provide Oregon workers compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Subrecipient or Subrecipient's employees and subcontractors. Subrecipient shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000 for each.
- B. Commercial General Liability Insurance.** Subrecipient shall at all times carry a Commercial General Liability Insurance policy for at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury. Property Damage and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this agreement.
- Required by County Not Required by County
- C. Automobile Liability Insurance.** Subrecipient shall at all times carry automobile liability insurance in the amount of \$1,000,000 combined single limit per accident for Bodily injury and property damage for Subrecipient's vehicles, whether owned, hired, or non-owned, which coverage is for Marion County, its agents, officers, elected officials and employees.
- Required by County Not Required by County
- D. Professional Liability/Errors and Omissions Insurance.** Subrecipient shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claim made basis) and \$2,000,000 in the annual aggregate. IF this policy is a "claims made" type policy, the policy type and company shall be approved by Marion County prior to commencement of the work.
- Required by County Not Required by County
- E. Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and when coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor, and Contractor's employees and volunteers. Policy endorsements definition of an insured shall include the contractor and the Contractors employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
- Required by County Not Required by County
- F. Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis, Subrecipient shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous

“claims made” coverage will be acceptable in lieu of “tail” coverage provided the retroactive date of the coverage is on or before the effective date of this Agreement.

- G. Bonding.** The Subrecipient shall ensure that every director, officer, employee who is authorized to act on behalf of the Subrecipient for the purpose of receiving or depositing funds into the Subrecipient project accounts or issuing financial documents, checks, or other instruments of payment for projects be bonded or covered under a commercial crime policy for protection against loss. The bond or commercial crime policy must be endorsed to add “Client Coverage”. The amount of the coverage must be \$100,000 or the total amount received by the Subrecipient pursuant to this Agreement, whichever is greater, and must be secured through the term of this Agreement. The Subrecipient shall provide the County with a copy of the bonding instrument, or a certification of coverage from the bonding company or commercial crime policy issuer.
- H. Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County.
- I. Additional Insureds.** The County, its agents, officers, elected officials and employees all while acting in their official capacity as such, must be named as additional insureds on all insurance, other than worker’s compensation insurance and professional liability insurance, required under this Agreement. The additional insured status must include both ongoing and completed operations and must be continued for at least 24 months after the project is completed and accepted. Such insurance shall include “cross-liability” coverage as provided under the standards ISO form “Separation of Insured” clause.
- J. Proof of Insurance.** The Subrecipient shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this Agreement including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s).
- K. Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to County. Any failure to comply with this provision will not affect the insurance coverage provide to County. The 60 days’ notice of cancellation provision shall be physically endorsed on to the policy.
- L. Flood Plain Insurance.** Will be required for any structures built/rehabilitated within the Flood Plain.

Required by County **Not Required by County**
- M. Subcontractor/Subgrantee Insurance.** Subrecipient shall require and verify that all of its subcontractors or subgrantees of any tier provide insurance coverage and limits identical to the insurance required of the Subrecipient under this Agreement, unless this requirement is expressly modified or waived by the County.
- N. Self-Insurance.** If the Subrecipient is self-insured, for any of its insurance requirements herein, it shall submit satisfactory evidence to the County of the terms and conditions of its own insurance coverage. A certification of self-insurance shall constitute compliance with the section.

- O. Acceptability of Insurers.** All insurance required pursuant to this section shall be issued by an insurance company or companies doing business in the state of Oregon. Insurance is to be placed with a carrier(s) having a Best's rating of no less than A: VII. Any exception must be approved by the County.
- P. Builders Risk Insurance.** In addition to the requirements above, if this Agreement is for a capital project, the following will also be required.
- i. 1) During the term of this Agreement, for new construction, the Subrecipient shall or shall require the owner to maintain in force, at its own expense, Builders Risk insurance on an all-risk form, including earthquake and flood, for an amount equal to the full amount of this Agreement. Such insurance shall be maintained until the facility has reached substantial completion. The Subrecipient shall or shall require Owner to name Marion County as additional insured under the Builder's Risk Insurance Policy and any loss shall be adjusted by the Subrecipient, Owner, and County, as their interests may appear. The property insurance deductibles will be no more than \$25,000 per occurrence. The Subrecipient shall or shall require the Owner to pay costs not covered because of such deductibles.
 - ii. 2) Insurance-Reconstruction following Casualty
- Q. Maintenance of Insurance.** At its sole cost and expense, the Subrecipient shall or shall require Owner to keep the building and all other improvements on the premises insured throughout the term of this Agreement against loss or damage by fire and such other risks, including earthquake and flood, written on an "all risk" form on a replacement cost basis, including coverage for loss or damage due to leakage of sprinkler systems and coverage for loss or damage due to explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus.
- R. Insurance Casualties.** Insurance proceeds - In the event of any loss, damage or casualty which is covered by the insurance described in paragraphs (1) and (2) of this subsection M, the parties associated with this Agreement shall proceed cooperatively to settle the loss and collect the proceeds of such insurance. Proceeds shall be held in trust by the County (including interest earned by the County on such proceeds) for use in accordance with the terms of this Agreement. The parties recognize that insurance proceeds shall be used for the purpose of repairing and restoring the improvements damaged by the casualty to their former condition or replacement of the same with equivalent or more suitable improvements.
- S. Insured Casualties.** Reconstruction - using such insurance proceeds (set forth in paragraph (II) above, the parties shall proceed with reasonable diligence as soon as sufficient funds are available to prepare plans and specifications for, and thereafter carry out, all work necessary: (a) to repair and restore the building and/or improvements on the premises damaged by the casualty to their former condition, or (b) to replace said building and/ or improvements on the premises to a qualify and usefulness for the Project described in the application submitted by the Subrecipient for the CDBG funding and the plans associated therewith, at least equivalent to, or more suitable than, the building and or improvements which were damaged.

Further, it shall be an affirmative obligation of the Subrecipient to notify the County within two (2) business days of the cancellation or substantive change of any insurance policy or endorsement required herein, and failure to do so shall constitute a breach of this Agreement.

The County, in its sole discretion, may waive or modify some or all the insurance required in Section 11 of this Agreement. Any such waiver or modification must be approved in writing by the Risk Manager and or Legal in conjunction with other county departments.

Subrecipient agrees that insurance coverage, whether purchased or by self-insurance, for Subrecipient's agents, employees, officers and/or subcontractors is the sole responsibility of Subrecipient.

25. Subrecipient Status

Subrecipient shall perform all work under this Agreement as an independent contractor. Subrecipient is not an officer, employee or agent of the County, with respect to work performed under this Agreement. Subrecipient certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

26. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

27. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Execution and Counterparts

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

29. Grant Funds

Grant funds are used in conjunction with this Agreement. Subrecipient assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Subrecipient or by any of its Subcontractors, agents or assigns and shall, upon breach of grant conditions that require the County to return funds to the grantor, whether such breach is by Subrecipient or by any of its Subcontractors, agents or assigns, hold harmless and indemnify the County for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to the County; or if there are legal limitations on the indemnification ability of the Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement.

30. Indemnity

Subrecipient shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Subrecipient or its officers, employees, Subcontractors, subcontractors, or agents under this Agreement. Subrecipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of County without

the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

31. Subrecipient Procurements

Subrecipients are responsible for ensuring that any procurement using CDBG funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. All procurement transactions for property or services must be conducted in a manner providing full and open competition. Subrecipient must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

32. Prevailing Wage

Per Marion County Adopted CDBG Acquisition and Infrastructure Manual the Davis Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

Federal Davis-Bacon prevailing wage rate requirements apply to your project if you are proposing a CDBG-funded project that will involve construction or rehabilitation of a public facility (i.e., a homeless shelter), installation of public improvements to support affordable housing (i.e., street, water/sewer lines), or rehabilitation of multifamily housing containing eight or more assisted units. If it is determined that your project must comply with the Davis Bacon Act Prevailing Wage Laws the following will apply:

- A. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (federal “Davis-Bacon Act”). If applicable, Recipient shall:
 - i. Comply with Prevailing Wage Rate, require its Contractors and Subcontractors to pay the applicable Prevailing Wage Rate or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the Prevailing Wage Rate, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - ii. Pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
 - iii. Unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
 - a. 1) Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;

- b. 2) Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs;
- c. 3) Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
- d. 4) Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.

- B. Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- C. Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

33. Time is of the Essence

Time is of the essence in the performance of all under this Agreement.

34. No Limitations on Actions of The County in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of the County in the exercise of its governmental powers. It is the express intention of the parties hereto that the County shall retain the full right and ability to exercise its governmental powers with respect to the Subrecipient, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall the County have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

35. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

36. Merger Clause

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary the County approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

37. CERTIFICATIONS AND SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUBRECIPIENT.

The undersigned certifies under penalty of perjury both individually and on behalf of Subrecipient that:

The undersigned is a duly authorized representative of Subrecipient, has been authorized by Subrecipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subrecipient;

By signature on this Agreement for Subrecipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subrecipient and that Subrecipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

To the best of the undersigned's knowledge, Subrecipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

Subrecipient is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and

Subrecipient further certifies to having a formal statement of nondiscrimination in employment policy.

SIGNATURE PAGE

SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBRECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

UNITED WAY SIGNATURE:

Authorized Signature: _____
Date

Title: _____



OREGON Marion County, Oregon

FORM A- Project Summary Form

Project Name: United Way Safe Sleep United

Project Location: 1910 Front Street Salem, Oregon

Project Description: United Way is seeking funds to assist in operation of our Safe Sleep low barrier, women and children over night shelter. This shelter has a forty bed capacity and serves clients from Marion County. Funds will cover increased staffing to meet case management needs and food.

Grant Funds Requested: Grant: \$ 200,000

Loan: \$ _____

Applicant: United Way of the Mid-Willamette Valley

Address: 455 Bliler St. NE

City, State & Zip: Salem, Oregon 97301

Website: <https://www.unitedwaymwv.org/>

DUNS/UEI Number: M7EMZPHKK6F5

Contact Person: Jodi Blackman

Phone Number: 503-363-1651

Email Address: jblackman@unitedwaymwv.org



Marion County, Oregon

FORM B-Budget Form

Project Budget: \$423,080

Other Public Funds: \$98,608

Private Funds: \$85,505

Remaining Project Total: \$238,967

Funds Request: \$200,000.00

Total Other Public Funds: NA

Source	Secured	Committed	Applied For	Use of Funds

Total Other Private Funds: \$38,967

Source	Secured	Committed	Applied For	Use of Funds
UW operations	\$38,967			General operations

United Way of the Mid-Willamette Valley

Consolidated Financial Statements with Supplemental Information

Years Ended December 31, 2021 and 2020



UNITED WAY OF THE MID-WILLAMETTE VALLEY
Consolidated Financial Statements with Supplemental Information
Years Ended December 31, 2021 and 2020

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
United Way of the Mid-Willamette Valley
Salem, Oregon

Opinion

We have audited the accompanying financial statements of United Way of the Mid-Willamette Valley (an Oregon nonprofit organization) (United Way), which comprise the consolidated statements of financial position as of December 31, 2021, the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of United Way of the Mid-Willamette Valley as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of United Way of the Mid-Willamette Valley and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about United Way of the Mid-Willamette Valley's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

INDEPENDENT AUDITORS' REPORT, CONTINUED

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of United Way of the Mid-Willamette Valley's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about United Way of the Mid-Willamette Valley's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited United Way's 2020 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated September 16, 2021. In our opinion, the summarized comparative information presented herein, as of and for the year ended December 31, 2020, is consistent in all material respects with the audited consolidated financial statements from which it has been derived.

Report on Supplemental Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The schedule of Community Benefit Allocations Paid on page 19 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Aldrich CPAs + Advisors LLP

Salem, Oregon

TBD, 2022

UNITED WAY OF THE MID-WILLAMETTE VALLEY**Consolidated Statements of Financial Position**

December 31, 2021 and 2020

ASSETS	<u>2021</u>	<u>2020</u>
Current Assets:		
Cash and cash equivalents	\$ 642,109	\$ 1,538,261
Restricted cash	206,198	-
Investments	629,289	564,526
Inventory	533,631	314,361
Pledges receivable, net	612,809	606,970
Grants receivable	587,374	65,920
Prepaid expenses	14,910	14,229
Total Current Assets	<u>3,226,320</u>	<u>3,104,267</u>
Investments Restricted or Designated for Endowment	219,732	196,187
Donor Advised Funds	518,378	467,545
Note Receivable	325,000	325,000
Land, Building, and Equipment, net	1,259,003	624,412
Other Assets	5,917	5,718
Total Assets	<u>\$ 5,554,350</u>	<u>\$ 4,723,129</u>
 LIABILITIES AND NET ASSETS		
Current Liabilities:		
Current portion of capital lease liability	\$ 10,544	\$ 10,157
Accounts payable	130,650	69,811
Designations payable	430,702	252,843
Deferred revenues	330,113	-
Accrued payroll liabilities	61,453	42,059
Total Current Liabilities	<u>963,462</u>	<u>374,870</u>
Capital Lease Liability, net of current portion	<u>31,117</u>	<u>41,661</u>
Total Liabilities	<u>994,579</u>	<u>416,531</u>
 Net Assets:		
Without donor restrictions	3,878,225	2,869,946
With donor restrictions	681,546	1,436,652
Total Net Assets	<u>4,559,771</u>	<u>4,306,598</u>
Total Liabilities and Net Assets	<u>\$ 5,554,350</u>	<u>\$ 4,723,129</u>

UNITED WAY OF THE MID-WILLAMETTE VALLEY
Consolidated Statements of Activities and Changes in Net Assets
Years Ended December 31, 2021 and 2020

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2021 Total</u>	<u>2020 Total (Memo Only)</u>
Changes in Net Assets:				
Revenue and support:				
Contributions	\$ 1,191,066	\$ 207,644	\$ 1,398,710	\$ 2,177,148
Less: amounts designated by donors	(291,401)	-	(291,401)	(136,351)
Less: allowance for pledge loss	(31,787)	-	(31,787)	(46,934)
Net Campaign Results	867,878	207,644	1,075,522	1,993,863
Grant income	920,994	-	920,994	881,619
Donated goods and services	3,466,478	-	3,466,478	2,666,651
Investment gain	136,507	-	136,507	171,585
Miscellaneous income	155,286	-	155,286	81,898
Net assets released from restriction	962,750	(962,750)	-	-
Total Revenue and Support	6,509,893	(755,106)	5,754,787	5,795,616
Expenses:				
Program services:				
Community impact	4,800,677	-	4,800,677	4,048,603
Supporting services:				
Administrative	426,334	-	426,334	220,723
Fundraising	274,603	-	274,603	190,876
Total Expenses	5,501,614	-	5,501,614	4,460,202
Change in Net Assets	1,008,279	(755,106)	253,173	1,335,414
Net Assets, beginning of year	2,869,946	1,436,652	4,306,598	2,971,184
Net Assets, end of year	<u>\$ 3,878,225</u>	<u>\$ 681,546</u>	<u>\$ 4,559,771</u>	<u>\$ 4,306,598</u>

UNITED WAY OF THE MID-WILLAMETTE VALLEY
Consolidated Statement of Functional Expenses
Year Ended December 31, 2021

	Program Services		Supporting Services		Total
	Community		Administrative	Fundraising	
	Impact				
Community benefit allocations	\$ 775,163	\$ -	\$ -	\$ -	\$ 775,163
Community impact expenses	106,324	135	-	-	106,459
Salaries and related expenses	793,334	300,325	223,851	-	1,317,510
Campaign expenses	-	15,997	-	-	15,997
Special event expenses	-	538	35	-	573
Office expenses	54,714	21,616	16,292	-	92,622
Facility and equipment expenses	5,241	17,243	11,473	-	33,957
Depreciation and amortization	19,854	13,211	6,035	-	39,100
Travel and meeting expenses	5,673	408	301	-	6,382
Insurance	11,173	10,055	6,704	-	27,932
Membership dues	11,209	6,831	4,554	-	22,594
Marketing and advertising	3,473	1,169	1,619	-	6,261
Donated goods & services	2,950,738	-	-	-	2,950,738
Non-personnel expenses	2,423	2,164	1,442	-	6,029
Professional fees	5,411	36,354	2,105	-	43,870
Century 21 allocated costs	54,506	-	-	-	54,506
Other expenses	1,441	288	192	-	1,921
	<u>\$ 4,800,677</u>	<u>\$ 426,334</u>	<u>\$ 274,603</u>	<u>\$ -</u>	<u>\$ 5,501,614</u>

UNITED WAY OF THE MID-WILLAMETTE VALLEY**Consolidated Statement of Functional Expenses**

Year Ended December 31, 2020

	Program Services		Supporting Services		Total
	Community		Administrative	Fundraising	
	Impact				
Community benefit allocations	\$ 358,808	\$ -	\$ -	\$ -	\$ 358,808
Community impact expenses	354,199	-	-	-	354,199
Salaries and related expenses	575,228	124,053	157,169		856,450
Campaign expenses	-	-	5,191		5,191
Special event expenses	-	-	1,204		1,204
Office expenses	37,334	9,254	7,944		54,532
Facility and equipment expenses	53,045	6,174	4,161		63,380
Depreciation and amortization	31,749	3,695	2,490		37,934
Travel and meeting expenses	3,020	477	249		3,746
Insurance	16,144	11,547	4,108		31,799
Membership dues	17,207	8,709	2,867		28,783
Marketing and advertising	8,739	2,700	1,905		13,344
Donated goods & services	2,574,004	43	-		2,574,047
Non-personnel expenses	9,542	4,371	2,167		16,080
Professional fees	7,484	48,358	1,369		57,211
Other expenses	2,100	1,342	52		3,494
	<u>\$ 4,048,603</u>	<u>\$ 220,723</u>	<u>\$ 190,876</u>	<u>\$ -</u>	<u>\$ 4,460,202</u>

UNITED WAY OF THE MID-WILLAMETTE VALLEY**Consolidated Statements of Cash Flows**

Years Ended December 31, 2021 and 2020

	2021	2020
Cash Flows from Operating Activities:		
Cash received from donors	\$ 1,256,898	\$ 1,922,923
Cash received from grants	729,653	815,699
Cash received from miscellaneous and investment income	192,767	423,124
Cash paid for designations	(113,542)	(161,880)
Cash paid for allocations and property purchase	(775,163)	(358,808)
Cash paid to suppliers and employees	(1,661,790)	(1,532,586)
Net Cash Provided (Used) by Operating Activities	<u>(371,177)</u>	<u>1,108,472</u>
Cash Flows from Investing Activities:		
Purchases of investments	(783,507)	(175,119)
Proceeds from the sale of investments	847,578	394,382
Purchases of property and equipment	(372,691)	(71,769)
Net Cash Provided (Used) by Investing Activities	<u>(308,620)</u>	<u>147,494</u>
Cash Used by Financing Activities - Payments on capital lease liability	<u>(10,157)</u>	<u>(9,343)</u>
Net Change in Cash and Cash Equivalents	(689,954)	1,246,623
Cash and Cash Equivalents, beginning	1,538,261	291,638
Cash and Cash Equivalents, ending	<u>\$ 848,307</u>	<u>\$ 1,538,261</u>
Reconciliation of Changes in Net Assets to Net Cash		
Provided (Used) by Operating Activities:		
Change in net assets	\$ 253,173	\$ 1,335,414
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Realized gains on investments and donor-advised funds	(83,131)	(49,390)
Unrealized gains on investments and donor-advised funds	(15,895)	(95,969)
Donated investments	(104,186)	(269,018)
In-kind contributions held in inventory	(219,270)	(88,060)
In-kind contributions of property	(301,000)	-
Sale (contributions) of donor restricted property	-	315,000
Depreciation and amortization	39,100	37,934
Grants receivable	(191,341)	(65,920)
Changes in operating assets and liabilities:		
Pledges receivable	(5,839)	61,727
Prepaid expenses	(681)	20,672
Other assets	(199)	(152)
Accounts payable	60,839	(73,474)
Designations payable	177,859	(25,529)
Accrued payroll liabilities	19,394	5,237
Net Cash Provided (Used) by Operating Activities	<u>\$ (371,177)</u>	<u>\$ 1,108,472</u>
Supplemental Schedule of Noncash Activities:		
Non-cash contribution of property	<u>\$ 301,000</u>	<u>\$ -</u>
Net of assets acquired under capital lease	<u>\$ -</u>	<u>\$ 37,301</u>

See accompanying notes to consolidated financial statements.

UNITED WAY OF THE MID-WILLAMETTE VALLEY

Notes to the Consolidated Financial Statements

Years Ended December 31, 2021 and 2020

Note 1 - Organization and Summary of Significant Accounting Policies

Nature of Activities

United Way of the Mid-Willamette Valley (United Way) was established in 1937 and is a nonprofit corporation headquartered in Salem, Oregon. United Way remains committed to supporting communities in Marion, Polk and Yamhill counties through the allocation of dollars invested in local programs, partnerships and initiatives that address community-wide issues and result in positive, measurable outcomes. With the help of corporate, employee and individual contributions, United Way directs resources (financial, volunteer and in-kind) toward education—helping children, youth and adults achieve their potential; income—promoting financial stability and independence; and health—improving people's health and independence. Allocations are made with a special focus on collaborative efforts among agencies that provide a wide range of services for clients.

United Way funded various community impact activities during the years ended December 31, 2021 and 2020. These activities relate to community services, transportation services, and community and volunteer engagement and totaled \$106,459 in 2021 (\$359,199 in 2020).

United Way also supports the community by distributing non-cash resources (known as gifts in-kind) to nonprofit organizations, as well as providing Salem Area Transit bus passes to local nonprofit organizations for distribution to their clients. United Way is affiliated with United Way Worldwide and paid charter fees of \$16,501 in 2021 (\$20,472 in 2020).

Basis of Accounting

The consolidated financial statements have been prepared on the accrual basis of accounting. United Way follows the accounting and reporting standards included in the Accounting and Audit Guide, *Not-for-Profit Organizations*, issued by the American Institute of Certified Public Accountants and *Accounting and Financial Reporting – A Guide for United Ways and Not-for-Profit Human Service Organizations*.

The consolidated financial statements of the United Way of the Mid-Willamette Valley at December 31, 2021 and 2020 include the accounts and activity of United Way and its wholly-owned subsidiaries, UWMWV Properties, LLC., and Safe Sleep United, LLC, which provide various support services throughout the community. All intercompany balances and transactions have been eliminated in the consolidated financial statements.

Consolidated Financial Statement Presentation

The consolidated financial statements of United Way have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP), which require United Way to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of United Way. These net assets may be used at the discretion of United Way's management and the Board of Directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of United Way or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

United Way records contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions.

When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions.

UNITED WAY OF THE MID-WILLAMETTE VALLEY**Notes to the Consolidated Financial Statements**

Years Ended December 31, 2021 and 2020

Note 1 - Organization and Summary of Significant Accounting Policies, continuedCash and Cash Equivalents

Cash and cash equivalents include certain investments in highly liquid debt instruments that can be easily converted into cash, with original maturities of three months or less. United Way maintains its cash in bank deposit accounts that, at times, may exceed the federally insured limit of \$250,000 per account holder, per bank. United Way has not experienced any losses in its bank accounts, and management believes it is not exposed to any significant credit risk on cash and cash equivalents.

Restricted Cash

United Way holds monies representing assets with donor restrictions limited in use and required to be kept in separate bank accounts for Santiam Fire Long Term Recovery Group, and affordable housing

	2021	2020
Cash and cash equivalents	\$ 642,109	\$ 1,538,261
Restricted cash	206,198	-
Total cash presented in the statements of cash flows	\$ 848,307	\$ 1,538,261

Income Taxes

United Way is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Exemptions from the State of Oregon corporation excise tax are provided by Oregon Revised Statutes 317.080. In any year in which United Way has gross receipts from unrelated business activities of \$1,000 or more, it must file form 990-T with the Internal Revenue Service and pay tax on such income, less any related deductions. There was no such income for the years ending December 31, 2021 or 2020.

United Way follows US GAAP related to the recognition of uncertain tax positions. These standards provide detailed guidance for financial statement recognition, measurement, and disclosure of uncertain tax positions. These standards require an entity to recognize the financial statement impact of a tax position when it is more likely than not that the position would not be sustained if examined by a taxing authority. Management has determined that United Way has no uncertain tax positions as of December 31, 2021 and 2020, and therefore no amounts have been accrued.

United Way files informational and income tax returns in the United States, state and local jurisdictions, as applicable.

Estimates

The preparation of consolidated financial statements in conformity with US GAAP requires United Way's management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Investments and Fair Value

Investments are stated at fair value based on a framework that provides a fair value hierarchy prioritizing the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). See note 3 for further information regarding United Way's measurement of investments.

Realized and unrealized gains and losses are included with investment income or loss in the change in net assets in the accompanying consolidated statements of activities and changes in net assets.

UNITED WAY OF THE MID-WILLAMETTE VALLEY

Notes to the Consolidated Financial Statements

Years Ended December 31, 2021 and 2020

Note 1 - Organization and Summary of Significant Accounting Policies, continued

Fair Value of Financial Instruments

United Way's financial instruments, none of which are held for trading purposes, include cash and cash equivalents, restricted cash, investments, donor advised funds, receivables, and accounts payable. United Way estimates that the fair value of all of these non-derivative financial instruments at December 31, 2021 and 2020 does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying consolidated statements of financial position.

Endowments

United Way's endowments include both donor-restricted endowment funds and funds designated by the board to function as endowments. As required by US GAAP, net assets associated with endowment funds, including funds designated by the board to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions. In accordance with UPMIFA (the Uniform Prudent Management of Institutional Funds Act), United Way considers the following factors in making a determination to appropriate or accumulate endowment funds:

- The duration and preservation of the fund
- The purposes of United Way and the board-designated endowment fund
- General economic conditions
- The possible effect of inflation and deflation
- The expected total return from income and the appreciation of investments
- Other resources of United Way
- The investment policies of United Way

Return Objectives and Risk Parameters

United Way has adopted investment and spending policies for endowment assets that attempt to provide funding for the operating expenses of programs supported by its endowments and increase the value of the original contributed capital by an amount not less than the annual increase in the Consumer Price Index (CPI).

Investment Strategy

United Way relies on a total return strategy in which investment returns are achieved through both long-term growth of capital and consistent annual total returns (interest income).

Spending Policy

United Way annually determines a spending level for its anticipated needs during the year. The determination of the policy allows United Way to have a stable and predictable flow of funds. The amount determined for spending is consistent with United Way's objective to maintain the purchasing power of the endowment assets held in perpetuity as well as to provide additional real growth through new gifts and investment return.

Revenue Recognition

United Way recognizes revenue in a manner that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which United Way expects to be entitled in exchange for those goods or services.

Administrative Fees – Fees for administering the 'Empowerment and Leadership for Youth and Young Adults Program' (ELY) and the 'Oregon Employees' Charitable Fund Drive' on behalf of other organizations are recognized as the administrative services are provided, specifically on a month by month basis. Receivables are recorded when revenue earned under the contract with the associated organization exceeds the cash received. Total receivables for such fees at December 31, 2021 totaled \$76,515 (\$109,575 in 2020). Unearned revenue is recorded when cash received under the contract exceeds the revenue earned. No amounts were collected at December 31, 2021 or 2020 for services that had not been provided. As such, no unearned income for administrative fees is recognized by United Way at December 31, 2021 or 2020.

UNITED WAY OF THE MID-WILLAMETTE VALLEY

Notes to the Consolidated Financial Statements

Years Ended December 31, 2021 and 2020

Note 1 - Organization and Summary of Significant Accounting Policies, continued

Revenue Recognition, continued

Campaign Results – Contributions received, including unconditional promises to give, are recognized as revenue in the period received or pledged. When the donor specifies the agency that is to receive the donated funds, contributions are treated as agency transactions and are recorded as contributions and amounts designated by donors in the consolidated statements of activities and changes in net assets. Contributions with specific donor-imposed restrictions are reported as an increase in net assets with donor restrictions, unless those restrictions are met in the same year as the donation is received, in which case they are presented as increases in net assets without donor restriction.

Pledges that do not specify a recipient agency are recorded as revenue when pledged and designated by United Way for the Community Impact Fund and supporting services. United Way makes allocations out of the Community Impact Fund to various agencies based on recommendations of volunteer review panels that review agency grant applications and presentations. These recommendations are then reviewed and approved by the Board of Directors.

Contributed Goods and Personal Services – United Way records the value of professional services when there is an objective basis available to measure their value and the services received require specialized skills. Contributions of professional accounting, legal, and other services of \$400 and \$10,040 were recognized for the years ended December 31, 2021 and 2020, respectively.

Significant donated materials and other items are valued at cost or estimated fair market value on the date of the gift, as applicable. Donated materials and property totaling \$3,466,478 and \$2,666,611 were recognized for the years ended December 31, 2021 and 2020. Donated goods were passed on to United Way's participating agencies under its gifts in-kind activities.

No amounts have been reflected in the consolidated statements for donated services that do not require specialized skills, since there is no objective basis to measure the value of such services. Nevertheless, a substantial number of volunteers have donated significant amounts of their time to United Way's program services and fundraising.

Grants and Contracts – United Way recognizes grant and contract revenue in the period received if the amounts are related to unconditional non-exchange transactions. Non-exchange transactions are different than exchange transactions in that they do not require performance of certain tasks or events by United Way to receive funds. Grant and contract revenues classified as exchange revenues are recognized in the period in which the related work is performed in accordance with the terms of the grant or contract. Grants receivable are recorded when revenue earned under a grant or contract exceeds the cash received. Unearned revenue is recorded when cash received under a grant or contract exceeds the revenue earned.

Conditional contributions and grants, including amounts received under various governmental contracts, are not recognized until they become unconditional, which is when the conditions on which they depend are substantially met. Amounts received in excess of contributions and grants recognized to date are classified as deferred revenue. The balance of deferred revenues as of December 31, 2021 is \$330,113 (none in 2020).

Pledges Receivable

Pledges receivable consist of unconditional promises to give. All unconditional promises to give are expected to be collected within one year. The allowance for estimated uncollectible pledges receivable is based on past experience and an analysis of current receivable balances. Receivables deemed uncollectible are recorded against the allowance.

Inventory

Inventory consists of donated goods received that have not yet been passed to United Way's participating agencies as gifts-in-kind. Inventory is stated at the estimated fair value of donated goods received.

UNITED WAY OF THE MID-WILLAMETTE VALLEY

Notes to the Consolidated Financial Statements

Years Ended December 31, 2021 and 2020

Note 1 - Organization and Summary of Significant Accounting Policies, continued

Land, Building, and Equipment

Acquisition of land, buildings, and equipment exceeding \$2,500 is capitalized and recorded at cost. Donated assets are recorded at estimated fair value as of the date of donation. Depreciation is calculated using the estimated useful lives of the assets beginning on the date the asset is placed in service as follows:

	<u>Depreciable lives</u>
Buildings and improvements	3 - 39 years
Furniture and equipment	3 - 15 years

Other Assets

United Way is the beneficiary of a cash surrender value life insurance policy that is recorded in other assets. The amount recorded is the amount of the policy that is realizable as of the date of the consolidated statements of financial position.

Designations Payable

Designations payable reported in the consolidated statements of financial position represent amounts pledged and received or receivable from donors who specified United Way to receive the funds, but United Way had not paid the designated recipient organization as of year-end. Designated pledges are not paid until the pledge has been collected from the donor and verification of the not for profit status of the designee has been received.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the consolidated statements of activities and changes in net assets and consolidated statements of functional expenses. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and related expenses, office expenses, facility and equipment expenses, depreciation and amortization, insurance, membership dues, marketing and advertising, non-personnel expenses, professional fees, and other expenses. Certain costs related to these expenses and others are directly charged to a specific program or supporting function, with the remaining costs being allocated based on estimates of time and effort.

Comparative Financial Information

The consolidated statements of activities and changes in net assets include certain prior-year summarized comparative information in total, but not by net asset class in columns captioned "Memo Only". Such information does not include sufficient detail to constitute a presentation in conformity with US GAAP. Accordingly, such information should be read in conjunction with United Way's consolidated financial statements for the year ended December 31, 2020, from which the summarized information was derived.

Reclassifications

Certain amounts in the December 31, 2020 consolidated financial statements have been reclassified for comparative purposes to conform to the presentation in the December 31, 2021 consolidated financial statements. There was no impact on net assets as a result of these reclassifications.

Subsequent Events

United Way has evaluated subsequent events through **July 20, 2022**, which is the date the consolidated financial statements were available to be issued.

The stock market experienced volatility subsequent to year end. Investments held by United Way declined **approximately 15%** as of the date these financial statements were available to be issued. The ultimate duration and impact of the volatility was undeterminable at the time of issuing the financial statement reports.

UNITED WAY OF THE MID-WILLAMETTE VALLEY**Notes to the Consolidated Financial Statements**

Years Ended December 31, 2021 and 2020

Note 2 - Availability and Liquidity

The following reflects United Way's financial assets as of December 31, 2021 and 2020, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the consolidated statements of financial position date. Amounts not available include amounts set aside for long-term investing in the quasi-endowment that could be drawn upon if the governing board approves that action. However, amounts already appropriated from either the donor-restricted endowment or quasi-endowment for general expenditure within one year of the consolidated statements of financial position date have not been subtracted as unavailable.

Financial assets consist of the following at December 31:

	2021	2020
Cash and cash equivalents	\$ 642,109	\$ 1,538,261
Restricted cash	206,198	-
Pledges receivable, net	612,809	606,970
Grants receivable	587,374	65,920
Investments	849,021	760,713
Donor-advised funds	518,378	467,545
Total financial assets	3,415,889	3,439,409

Less amounts not available to be used within one year:

Donor restricted funds held in perpetuity	28,687	28,687
Restricted cash	206,198	-
Purpose restricted by donor	652,859	1,392,965
Donor advised funds	518,378	467,545
Board designated operating reserve	629,289	564,526
Board designated quasi endowment	219,732	196,187
Total amounts unavailable for use	2,255,143	2,649,910

Financial assets available to meet cash needs for general expenditures within one year

\$ 1,160,746	\$ 789,499
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United Way's liquidity plan is to use annual donations, cash in the bank, and investments without donor restrictions or board-designations to support any cash needs throughout the year. United Way holds the majority of its cash in bank deposit accounts in financial institutions, and does not consider it necessary to invest uninsured cash or cash in excess of daily requirements in short-term investments.

United Way holds a separate operating reserve in its investment accounts in order to manage cash flow interruptions, minimize the need for short-term borrowing for working capital, provide stable services, support strategic business practices, and provide flexibility for organizational expansion and/or new priorities. United Way has a goal to maintain enough funds in the operating reserve to support three to six months of operating expenses. The board must authorize the use of any funds from this operating reserve. In addition, with proper board approval, funds could be taken from the board-designated reserves should cash need arise. The investment portfolio provides for all investments (besides those restricted in perpetuity by donors) to be available to sell and convert to cash if an unexpected liquidity need arises.

UNITED WAY OF THE MID-WILLAMETTE VALLEY**Notes to the Consolidated Financial Statements**

Years Ended December 31, 2021 and 2020

Note 3 - Investments

United Way's investments consist of stocks, exchange traded funds (ETF's), and mutual funds, and are all classified as Level 1 and reported at fair value. They are primarily purchased through brokerage accounts.

Investments consisted of the following at December 31:

	2021	2020
Cash Held by Broker	\$ 22,507	\$ 14,480
Stocks and ETF's	480,231	90,118
Mutual Funds	346,283	656,115
Total investments at fair value	<u>\$ 849,021</u>	<u>\$ 760,713</u>

United Way sold equity securities for total proceeds of \$752,065 (including amounts reinvested), resulting in realized gains of \$58,879 during the year ended December 31, 2021 (\$649,947 and a realized gain of \$49,390 in 2020).

Note 4 - Donor Advised Funds

Contributions into donor-advised funds, which United Way has variance power over, are shown as increases in net assets without donor restriction. Donor-advised funds consist of cash and mutual funds and are all classified as Level 1 and reported at fair value. All investment fees, dividend and interest income, and realized/unrealized gains and losses from donor-advised funds are shown on the consolidated statements of activities and changes in net assets within investment gain (loss).

Donor-advised funds consisted of the following at December 31:

	2021	2020
Cash Held by Broker	\$ 2,428	\$ 67,694
Stocks and ETFs	51,123	81,580
Mutual Funds	464,827	318,271
Total donor-advised funds at fair value	<u>\$ 518,378</u>	<u>\$ 467,545</u>

Note 5 - Pledges Receivable

Pledges receivable consist of pledged contributions to United Way, primarily to be paid through payroll deductions from employees of various businesses, and through direct contributions paid by businesses and individuals. All pledges are due within one year. United Way has established an allowance for uncollectible pledges based on historic trends and current economic conditions.

Pledges receivable consist of the following at December 31:

	2021	2020
Pledges receivable	\$ 659,117	\$ 638,434
Allowance for uncollectible pledges	(46,308)	(31,464)
Pledges receivable, net	<u>\$ 612,809</u>	<u>\$ 606,970</u>

UNITED WAY OF THE MID-WILLAMETTE VALLEY**Notes to the Consolidated Financial Statements**

Years Ended December 31, 2021 and 2020

Note 6 - Grants Receivable

Grants receivable consist of grants from various agencies which have been awarded to United Way, but funds have not yet been disbursed by the granting agencies. Grants receivable at December 31, 2021 were \$587,374 (\$65,920 in 2020).

Note 7 - Land, Building, and Equipment

Land, building, and equipment consists of the following at December 31:

	2021	2020
Land	\$ 426,000	\$ 125,000
Building and improvements	1,065,875	742,007
Furniture and equipment	107,251	100,848
Capital lease - equipment	54,298	54,298
Construction in progress	42,419	-
	<u>1,695,843</u>	<u>1,022,153</u>
Less accumulated depreciation	<u>(436,840)</u>	<u>(397,741)</u>
Land, building, and equipment, net	<u>\$ 1,259,003</u>	<u>\$ 624,412</u>

Note 8 - Note Receivable

During 2017, United Way acquired the Center for Community Innovation (CCI). As a result of this acquisition, CCI's assets and liabilities were transferred to United Way, which included a note receivable from the sale of a property formerly owned by CCI for \$325,000. Quarterly interest-only payments are to be received on this note, which began November 15, 2019. The full amount of principal is receivable on November 15, 2022. However, the borrower may elect to extend the final payment date to November 15, 2024, in which case quarterly interest payments will still be received, with the interest rate increasing from 2% per annum to 5% per annum.

Note 9 - Beneficial Interest

United Way has a beneficial interest in the Henry & Ellen Meyers Trust (the trust). United Way does not have access to the principal and therefore, no investment is recorded on the consolidated statements of financial position. The trust has variance power over the funds and makes distributions from the funds in accordance with agreements, less administrative fees, with any excess amounts remaining at the trust. United Way was allocated \$13,339 of income in 2021 (\$14,185 in 2020), and received distributions from the trust of \$27,760 (\$20,688 in 2020).

UNITED WAY OF THE MID-WILLAMETTE VALLEY**Notes to the Consolidated Financial Statements**

Years Ended December 31, 2021 and 2020

Note 10 - Net Assets

Net assets without donor restrictions included the following as of December 31:

	<u>2021</u>	<u>2020</u>
Without Donor Restriction:		
Undesignated	\$ 2,510,826	\$ 1,641,688
Board-designated operating reserve	629,289	564,526
Board-designated for endowment	219,732	196,187
Donor-advised funds	518,378	467,545
Total net assets without donor restrictions	<u>\$ 3,878,225</u>	<u>\$ 2,869,946</u>

Net assets with donor restrictions included the following as of December 31:

	<u>2021</u>	<u>2020</u>
With Donor Restriction:		
Wildfire relief	\$ 361,552	\$ 835,150
Affordable housing	47,370	325,723
Women United	25,271	39,692
Monthly giving matching	45,000	45,000
Convergence model	11,150	11,950
President's leadership circle	30,000	25,000
SafeSleep United	132,516	110,450
	<u>652,859</u>	<u>1,392,965</u>
Total time restriction: Villages United	-	15,000
Endowment - restricted perpetually	28,687	28,687
Total net assets with donor restrictions	<u>\$ 681,546</u>	<u>\$ 1,436,652</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose by the donors as follows:

	<u>2021</u>	<u>2020</u>
Satisfaction of Restrictions:		
President's leadership circle	\$ 25,000	\$ 20,000
Women United	27,760	20,688
Wildfire Relief	527,902	167,483
Convergence model	800	18,050
Villages United - Volunteer Network	15,000	30,809
SafeSleep United	12,935	33,172
Affordable housing	353,353	29,348
	<u>\$ 962,750</u>	<u>\$ 319,550</u>

UNITED WAY OF THE MID-WILLAMETTE VALLEY**Notes to the Consolidated Financial Statements**

Years Ended December 31, 2021 and 2020

Note 11 - Endowment

Net assets with donor restrictions that are perpetual in nature are designated for endowment and represent the aggregate principal of amounts for which the donor stipulated that the gift amount (principal) must be held and invested. The interest and investment earnings may be used for any purpose, including operations. The historic dollar value of the contribution must be maintained in perpetuity. The endowment principal is combined with earnings and funds board-designated for endowment in a separate investment account comprised of investments in mutual funds.

The following summarizes endowment related activity for the year ended December 31, 2021:

	With Donor Restriction	Board- Designated Endowment Unrestricted	Total Endowment
Endowment net assets at beginning of year	\$ 28,687	\$ 196,187	\$ 224,874
Investment income	-	23,545	23,545
Endowment net assets at end of year	<u>\$ 28,687</u>	<u>\$ 219,732</u>	<u>\$ 248,419</u>

The following summarizes endowment related activity for the year ended December 31, 2020:

	Permanently Restricted	Board Designated Endowment Unrestricted	Total Endowment
Endowment net assets at beginning of year	\$ 28,687	\$ 149,967	\$ 178,654
Investment income	-	46,220	46,220
Endowment net assets at end of year	<u>\$ 28,687</u>	<u>\$ 196,187</u>	<u>\$ 224,874</u>

Amounts that are board-designated for endowment represent a portion of net assets without donor restrictions that are designated by the Board of Directors. Although no legal restrictions on these net assets exist, the intent of United Way is to hold these funds in perpetuity and reserve the interest and/or investment income for future use for operating expenses of United Way as needed.

Note 12 - Capital Leases

United Way leases equipment under a capital lease expiring in July 2025. Minimum future lease payments under the capital lease as of December 31, 2021 are:

2022	\$ 11,926
2023	11,926
2024	11,926
2025	<u>8,946</u>
Total minimum lease payments	44,724
Less amount representing interest	<u>3,063</u>
Present value of future minimum lease payments	41,661
Less current portion	<u>10,544</u>
Noncurrent portion	<u>\$ 31,117</u>

UNITED WAY OF THE MID-WILLAMETTE VALLEY**Notes to the Consolidated Financial Statements**Years Ended December 31, 2021 and 2020

Note 13 - Pension Plan

United Way has a 401(k) salary deferral and profit sharing plan (the Plan) that is offered to all eligible employees, whereby employees may, on a pretax basis, contribute a portion of their earnings to a retirement account. United Way may also make annual contributions at its discretion to the Plan. During the years ended December 31, 2021 and 2020, United Way contributed up to a 3% match to the Plan. Contributions made by United Way to the Plan totaled \$8,326 for the year ended December 31, 2021 (\$6,119 in 2020).

Note 14 – Paycheck Protection Program Loan

On April 30, 2020, United Way was granted a loan (the Loan) from Pioneer Trust Bank in the aggregate amount of \$122,062 pursuant to the Paycheck Protection Program (PPP) under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was enacted March 27, 2020. The PPP provides loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses of the qualifying organization. The loans and accrued interest are forgivable after 24 weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. United Way applied for forgiveness and was notified on July 13, 2021 by the Small Business Administration that the entirety of the loan balance was forgiven. As a result, United Way recognized the balance of the loan as an offset to related expense accounts in the accompanying consolidated statement of changes in net assets for the year ended December 31, 2020.

Note 15 – Coronavirus State Fiscal Recovery Fund

In December of 2021, United Way was selected by the Oregon Department of Administrative Services (DAS) to be granted \$3,300,000 of American Rescue Plan Act (ARPA) funds. Of these funds, \$3,200,000 were passed through to various organizations specified by DAS, and were therefore deemed to be agency funds and not reflected in the consolidated statement of activities. The remaining \$100,000 was allocated to United Way by DAS, and is reflected in the consolidated statement of activities.

Note 16 - COVID-19 Response

During the COVID-19 pandemic, United Way's services have not been materially interrupted. As the situation continues to evolve, management is closely monitoring the impact of the COVID-19 pandemic on all aspects of United Way, including how it impacts United Way's donors, campaign partners, vendors, and employees, in addition to how the COVID-19 pandemic impacts United Way's ability to provide services to the community. However, the duration and ultimate impact of the COVID-19 pandemic is uncertain and cannot be reasonably estimated at this time.

SUPPLEMENTAL INFORMATION

DRAFT

UNITED WAY OF THE MID-WILLAMETTE VALLEY
Community Benefit Allocations Paid
Year Ended December 31, 2021

20 Twenty Sustainable	\$	2,705
Abbey Foundation of Oregon		1,000
Alan Voll Construction LLC		5,000
Allied Rock		1,000
Archdiocese of Portland		300
Auto Network Group		2,500
Black Joy Oregon		50,000
Boy Scouts of America Crater Lake Council		7,500
Boys & Girls Club of Salem		35,000
CASA of Polk County		20,000
Catalyst Partnerships NW		500
Catholic Charities		1,000
Catholic Relief Services		500
Center 50+/City of Salem		25,000
CMG Mortgage Inc		1,916
Detroit Lake Foundation		250,000
Eagle Hawk Industries, LLC		1,250
EWTN		1,000
Family Building Blocks, Inc.		6,000
Family YMCA		5,500
Family YMCA of Marion and Polk Counties		5,000
Family YMCA of Marion Polk Y Service Club		5,000
Keizer United		300
Liberty House		10,000
Marion County CASA		17,000
Marion-Polk Food Share		23,000
Mater Dei Radio		1,500
Monmouth Christian Church		6,000
NAWIC - Salem		4,800
North Santiam Watershed Council		150,000
Planned Parenthood Salem		1,500
Polk County Service Integration		4,000
REACH Northwest		19,500
Salem Denture Center		995
Salem Rotary Foundation		4,120
		<hr/>
Carried forward		670,386

UNITED WAY OF THE MID-WILLAMETTE VALLEY
Community Benefit Allocations Paid
Year Ended December 31, 2021

Brought forward	670,386
Santiam Canyon Wildfire Relief Fund	5,000
Santiam Hospital	8,745
SERVPRO of Salem West/Lincoln and Polk	694
Sparrow Furniture	9,500
St. Patrick Church	7,000
The Music Lessons Project	5,000
TruLog Siding	2,000
U Call We Haul	6,500
Union Gospel Mission	500
US Bank-2953	2,374
Wildfire relief - Reimbursements	18,464
Willamette Academy	9,000
Willamette Valley Development Officers	4,000
Woodburn Foursquare Church	20,000
Yamhill Community Care Organization	6,000
	<hr/>
	\$ <u><u>775,163</u></u>

Marion County Subrecipient Risk Self-Assessment

Date:	12/9/2022
Name of Entity:	United Way of the Mid-Willamett
Name of Project:	Safe Sleep United
Name of Entity Representative Completing Form*:	Jodi Blackman
Position Title of Entity Representative Completing Form:	Director of Education and Enrichment
CMS # (Marion County to complete):	
System of Award Management (SAM) or Unique Entity ID #:	M7EMZPHKK6F5

#	Assessment Questions	Yes	No	N/A
EXPERIENCE ASSESSMENT				
<u>1</u>	Is your entity new to operating or managing federal funds (has not done so within the past three years)?			
<u>2</u>	Is this funding source new for your entity?			
<u>3</u>	Does your staff assigned to the project have experience with federal funds?			
MONITORING/AUDIT ASSESSMENT				
<u>4</u>	Has your entity had an on-site project or grant review from an external entity (e.g. DOJ, CDBG, State) within the last three years?			
<u>5</u>	Were there non-compliance issues in the prior review? <i>If yes, use the comment section below to explain the number and extend of the issues regarding the question above.</i>			
OPERATION ASSESSMENT				
<u>6</u>	Does your entity have a time and effort reporting system in place that accurately reflects the work performed by employees and can support the distribution of employee's salary and wages among the activities on the federal project? (2 CFR 200.430) <i>If no, in the comment section please explain how you intend to document the actual effort or hours worked by employees on the federally funded project?</i>	X		
FINANCIAL ASSESSMENT				
<u>7</u>	a) Does your entity have an indirect cost rate that is approved and current?	X		
	b) Or do you elect the 10% de minimis rate?			
<u>8</u>	Have you operated grants that require a local or non-federal match?	X		
<u>9</u>	Do you have a system to track matching requirements for reporting purposes?	X		
FINANCIAL STATEMENT & SINGLE AUDIT				
<u>10a</u>	Was a financial statement audit conducted for your most recent fiscal year? <i>YES = please submit a copy of your most recent financial statement audit. NO = skip this next section and continue to #19</i>	X		
<u>10b</u>	If yes to #10a, were there any financial statement audit findings for the most recent audit? <i>If yes, either attach a statement describing the corrective action or resolution of the finding(s) or provide a comment below.</i>		X	
<u>11a</u>	Has your entity expended a combined total of \$750,000 or more in federal awards during the most recent fiscal year? <i>YES = please submit a copy of your most recent single audit. NO = skip this next section and continue to #19</i>		X	
<u>11b</u>	If yes to #11a, did your entity submit the required audit report to the Federal Audit Clearinghouse (https://facweb.census.gov/uploadpdf.aspx)?			

Marion County Subrecipient Risk Self-Assessment

Date:	12/9/2022
Name of Entity:	United Way of the Mid-Willamett
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Position Title of Entity Representative Completing Form:	Director of Education and Enrichr
CMS # (Marion County to complete):	
System of Award Management (SAM) or Unique Entity ID #:	M7EMZPHKK6F5

#	Assessment Questions	Yes	No	N/A
SINGLE AUDIT - DEFICIENCIES FOUND - COMPLETE THIS SECTION				
12	Were there findings cited in the most recent single audit report? (If no, skip to #19)			
13	If yes, were any of the findings listed as material weaknesses?			
14	If yes, were any of the findings listed as significant deficiencies?			
15	Were any findings listed as noncompliance over federal programs?			
16	Were there any program findings that had questioned or unallowed costs? <i>If yes, attach a statement describing the corrective action or resolution of the finding(s) or provide a comment below.</i>			
17	If there was a program-specific audit conducted that resulted in audit findings in the last two years, have those issues been resolved? <i>If no, attach a statement describing the plan to address the audit findings or comment below.</i>			
18	Have all audit findings and/or questioned costs (if any) from current and prior two years been resolved? <i>If no, attach a statement describing the resolution of the finding(s) or provide comment below.</i>			
INTERNAL CONTROLS ASSESSMENT				
19	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g. Controller, Exec Director, Project Mgr., Accounting Mgr., Program Mgr., etc.) <i>If yes, in the comment section, please identify the accounting system(s), and/or list personnel positions and identify any that are vacant.</i>	X		
20	Does your entity have financial procedures and controls in place to accommodate a federally funded project?	X		
21	Does your accounting system have the ability to track revenue and expenditures of project funds separately for each federal award? <i>If no, in the comments section below, explain the process and/or procedures your entity will use to track federal projects separately.</i>	X		
22	Does your accounting system have internal controls to ensure actual expenditures do not exceed budget? <i>If no, in the comments section below, explain the process and/or procedures your entity will use to ensure these costs do not exceed budget.</i>	X		
23	Does your entity have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source and comply with federal requirements? <i>If yes, in the comment section please explain your current process for reviewing costs.</i>	X		
24	Is there an adequate segregation of financial and accounting duties within your entity? <i>For example -segregation of duties would be different individuals for the cash receipt and cash disbursement process. If adequate segregation of duties does not exist, please explain in the comment section what controls the entity has in place to mitigate any potential risk of noncompliance or asset misuse.</i>	X		

Marion County Subrecipient Risk Self-Assessment

Date:	12/9/2022
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System of Award Management (SAM) or Unique Entity ID #:	M7EMZPHKK6F5

#	Assessment Questions	Yes	No	N/A
COMPLIANCE & PROJECT MANAGEMENT ASSESSMENT				
25	Does your entity have a policy regarding compliance with 2 CFR 200, Conflict of Interest? <i>If no, federal grant agreements includes recital regarding compliance with 2 CFR 200.318 (c) and entity attests to adhering to federal conflict of interest requirements.</i>	X		
26	Has your entity had any violations of federal criminal law involving fraud, bribery, and/or gratuity violations potentially affecting an award? See response options listed below. YES = Entity has had one or more violation(s) and has either 1) disclosed violation to Marion County, or 2) will disclose as part of this form in the comments below. NO = Entity has had a violation(s), but corrective action was taken, or entity has had no violations.		X	
27	Does your entity have personnel with experience or skills to effectively manage federal projects? <i>If yes, please submit detailed information on key personnel with this form.</i> <i>If no, is your entity contracting with an organization to oversee and manage federal project?</i>	X		
28	Is your staff familiar with the Uniform Guidance and applicable federal compliance requirements (i.e. 2 CFR 200)? Specifically: a) Federal procurement methods & thresholds (200.317-.327) b) Audit requirements (200.508-.512) c) Financial management and Internal Controls over Federal Awards (200.302) d) Allowable Costs Subpart E (200.400) specifically written procedures or processes over personnel compensation charged to awards (200.430)	X X X X X		
PROPERTY & CAPITAL PROJECTS MANAGEMENT				
29	Does your entity have a property management system in place to provide & track property or equipment purchased with federal awards such as: description, identification number, acquisition date, location, and ultimate disposition information? (2 CFR 200.313)	X		
30	Does your entity have an inventory process or procedures for capital projects/equipment that is purchased with federal awards? (2 CFR 200.313 (d)(2)) <i>If no, please provide comment on how your entity will ensure compliance with capital and property compliance requirements.</i>	X		
31	Is your entity subcontracting any of this capital project work? <i>If yes, does your entity have policies/procedures in place for contracting in compliance with 2 CFR 200.317-200.327 federal procurement requirements? If no, please describe in the comments section how your entity will ensure compliance with procurement requirements.</i>	X X		
32	If this is a construction project, is your entity knowledgeable with Davis-Bacon Act (prevailing wage) requirements? (2 CFR 200 Appendix II (D)) (A) = If the project is funded solely with ARPA/CSLFRF funds, Davis Bacon (prevailing wage) requirements do not apply (per FAQ 6.17). Please mark N/A. If the project has combined funding, Davis Bacon Act applies - please mark Yes or No. <i>If no, please provide comment on how your entity will ensure compliance with Davis Bacon (prevailing wage) compliance requirements.</i>			X

Marion County Subrecipient Risk Self-Assessment

Date:	12/9/2022
Name of Entity:	United Way of the Mid-Willamett
Name of Project:	Safe Sleep United
Name of Entity Representative Completing Form*:	Jodi Blackman
Position Title of Entity Representative Completing Form:	Director of Education and Enrichment
CMS # (Marion County to complete):	
System of Award Management (SAM) or Unique Entity ID #:	M7EMZPHKK6F5

#	Assessment Questions	Yes	No	N/A
Comments - As needed, include the question number and provide comments related to the above question. Insert additional rows as needed.				

**By completing this form, Entity Representative certifies and attests that, to the best of my knowledge, all information provided in this form is true and accurate.*

Marion County will complete this section

Grant Reviewer:

Grant Reviewer Title:

Date Completed:

Review Comments & Assessment:

Marion County-Budget

United Way is requesting a grant for this project because we are also managing several other projects that are requiring loan agreements and would like to have the opportunity to have this project be grant funded.

Budget Assumptions

Expenses: Staffing 6 full time case managers @ \$65,000 per year

Operating expenses \$31,580 per year

Facility Maintenance \$1500 per year

Income: Private Donors/funders \$85,505 per year

Public Funders/EFSP/SHAP \$98,608 per year

United Way operations \$38.967 per year

Our agency will work during 2023 to develop a stable funding stream made up of a mix of private and public donors in order to ensure the ability to operate Safe Sleep at the increased capacity and ensure that this service is part of our communities offerings to serve our homeless population.

Marion County

Project Description:

SafeSleep United is an overnight women's shelter in Salem, Oregon, providing a safe place for unsheltered women and children to sleep at night. According to the Homeless Management Information Systems 2021 data, over half of the homeless in Salem are women which equates to 1,309 women currently without a home. The women living on the streets of Salem are in survival mode, with ongoing risk of assault, rape, sex trafficking, and other crimes. Over one-third of the women on our streets have reported that they have been assaulted since becoming homeless, with many being raped, often within the first days of being on the street. Many of these women are fleeing domestic violence situations. Of the women we have worked with in the past year, 68% reported experiencing domestic violence, and 36% were in the current process of fleeing it.

The need in our community for low barrier temporary sheltering is high. As stated above, at any given time there could be upwards of 1300 women and children who are unsheltered. There is a glaring lack of shelter beds for women and children with a total of 161 beds, mostly in shelters that require clients to be drug and alcohol free and in some sort of programming. SafeSleep United is the only low barrier offering in our community.

SafeSleep United offers a safe, warm, secure place for unsheltered women and children in Salem to sleep safely at night, build stability and access supports and services needed. SafeSleep United is open every night from 7Pm to 7am. The facility can currently accommodate nineteen women and children per night and will soon be remodeled to be able to accommodate forty. SafeSleep is currently the only shelter in Salem that serves as a low barrier shelter. Women can access the shelter services without prerequisite drug or alcohol screening, judgement, proselytizing, or religious requirements. Women are welcome to our space, including children and pets. We provide a safe, clean space to sleep, a meal, pajamas, and hygiene supplies. We also provide access to services to address the issues contributing to their homelessness and work with them on their journey to being housed.

Safe Sleep staff provide case management services and direct delivery of the following:

- Financial services
- Health, mental health, drug, and alcohol counseling
- Application assistance for federal, state, and local services
- Housing search and counseling
- Life Skills training
- Case management referrals and coordination of services

Safe Sleep utilizes HMIS, Homeless Management Information System for all our participants.

We are currently in the process of remodeling our facility which would increase our capacity from nineteen beds to forty beds. With the increased capacity comes an increase in staffing and operating expenses. We are seeking funds to cover the increased expenses.

Project Readiness

At the completion of our remodel, we will be immediately ready to take an increased capacity in both the increase of staffing from four to six, as well as the increase in needed supplies to accommodate

more women. We will be starting with the increased capacity on January 15th, 2023. Construction will not be completed, but we will be in another facility serving our clients as our facility remodel is being completed.

The project is ongoing throughout the 2023 and will end in 2024. By that time, we will have secured public and private funding to continue all activities.

United Way already has funding committed to the remodel project, has completed an environmental review, has secured the services of a construction company, and has a plan for continued operations during the construction. This Safe Sleep project will address the need, after this construction, for increased services and expense.

With the increase of spaces in our shelter, we will have increased expenses for staffing, food, and supplies. Our space and costs will increase as early as February 20th, 2023.

EXHIBIT B

APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Domestic preference for procurements.

(K) Audit Requirements of 2 CFR §200.SXX (Subpart F)

i. Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or Federal law.

ii. If Subrecipient expends Federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.

iii. Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

(L) System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.

(M) Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

(N) See § 200.216 Prohibition of certain telecommunications and video surveillance services or equipment.

(O) See § 200.323 Procurement of recovered materials.

(P) Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

(Q) Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

(R) Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310-200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the Federal funding.

(S) The use of lead-based paint on any interior or exterior surface is prohibited. For properties constructed prior to 1978, the construction work performed under this contract is subject to the Lead-Based Paint Regulations adopted by the Department of Housing and Urban Development (24 CFR Part 35) and by the State of Oregon (OAR 333.069). Section 3 of the Housing and Community Development Act (Applicable to contracts/subcontracts of \$100,000 or more when the recipient received a total of \$200,000 or more in Federal funding.) In hiring or soliciting businesses for goods, services or other types of work, consideration must be given to local residents and firms. The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from the U.S. Department of

Housing and Urban Development and is subjected to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1 70(1)(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing in the project's County, and contracts for work in connection with the project be awarded to eligible business concerns which are located, or owned in substantial part by persons residing, in the project County.

(T) Projects funded with HOME must meet HUD Section 8 Housing Quality Standards (24 CFR 982.401) upon completion of the assisted project. Examples of repairs that would need to be addressed include inadequate plumbing, heating, or electrical systems or failing structural components. Recipients of Federal funds shall be responsible for an initial determination, with the review and approval of the Community Development Division staff, of the scope of work to be performed at the project site. An initial HQS inspection is recommended to determine deficiencies that will need to be included in the scope of work. At a minimum, the scope of work to be performed on a property must correct any HQS deficiencies upon project completion. The project contractor(s) are required to adhere to all applicable building codes and either the owner or the contractor(s) shall obtain all required building permits. Where permits are required, documentation that all work has passed final inspections must be provided prior to final payment to the contractor(s).

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13,2020]

Exhibit C - Federal Funding Information For Subrecipients As
Required By 2 CFR 200.331(a)¹

1. Federal Award Identification	
(i) Subrecipient Name:	United Way of the Mid-Willamette Valley
(ii) Unique Entity ID#:	M7EMZPHKK6F5
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal Award Date:	July 1, 2023
(v) Subaward Period of Performance (Start & End Date):	07/01/2023-6/30/2026
(vi) Federal Funding Obligation	
a) Total Amount of Federal Funds Obligated by this Agreement:	\$200,000
a.1)	
a.2)	
a.3)	
a.4)	
b) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	
c) Total Amount of Federal Award committed to Subrecipient by PTE	\$200,000
(vii) Federal Award Project Description:	Expansion of services for Safe Sleep Shelter Program
(viii) Identify the following:	
a) Federal awarding agency	U.S Housing & Urban Development
b) Pass-Through Entity,	Marion County
c) Contact info for awarding official:	Colm Willis, Danielle Bethell, Kevin Cameron
(ix) Identify Program Information	
a) Catalog of Federal Domestic Assistance (CFDA) #:	14.218
b) Program Name:	CDBG
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	N/A
2. Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	N/A
3. Additional Requirements or Comments (if any)	
<p><i>Identify in this section additional conditions concerning closeout of award or required financial/performance reports or any other comments regarding the federal award. If no additional information is necessary, please delete this section or mark NIA.</i></p>	
<p>¹Subrecipient will comply with Federal statutes, regulations and terms and conditions of the Federal award in accordance with 2 CFR 200.331 (a)(2). Subrecipient will permit the pass-through entity and auditors to have access to subrecipient's records and financial statements as necessary for the PTE to meet requirements of 2 CFR 200.331 (a)(S). Subrecipient will also permit the pass-through entity to have access to subrecipient's records for monitoring the activities of the subrecipient, as necessary, to ensure that the subaward is used for the authorized purposes. Such monitoring will include reviewing the financial and performance reports required by the pass-through entity as well as following up and ensuring the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient in order to meet the requirements of 2 CFR 200.331(d).</p>	

Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

United Way of the Mid-Willamette Valley

CS-5804-23

Organization Name:

CMS Number:

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

- Yes (Skip questions "A" and "B" and finish the certification)
- No (Proceed to questions "A" and "B")

A. Certification Regarding and Amount of Annual Gross Revenue from Federal Awards

Did your organization (1) receive 80% or more of its annual gross revenue AND (2) \$25 million or more from federal awards and contracts during the preceding fiscal year?

- Yes If "Yes," proceed to question "B".
- No If "No," skip question "B" and finish the certification.

B. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- Yes If "Yes," where can this information be accessed?
- No If "No," you must provide the names and total compensation of the top five highly compensated executives below. (For example John Blum: \$500,000; Mary Redd: \$50,000; etc.).

1		\$	
2		\$	
3		\$	
4		\$	
5		\$	

As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Jodi Blackman

Print Name of Authorized Representative

Chief Program Officer

Print Title of Authorized Representative

[Signature]

Signature of Authorized Representative

Nov. 27, 23

Date

Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification (cont.)

Background on FFATA Requirements

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of \$30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

Definition of Compensation

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax-qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CRF 229.402(c)(2).

Exhibit F

Section 3 of the Housing and Community Development Act

(Applicable to contracts/subcontracts of \$100,000 or more and when the funding recipient has received \$200,000 or more in CDBG and/or other Federal funding)

- A. If the work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person (s) taking application for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

Exhibit G

Fair Housing and Accessibility Requirements and Guidelines for Projects Receiving CDBG Funding

A broad and diverse range of building types, whether new, existing, or altered, must comply with at least some of the Federal or Oregon laws mandating accessibility for people with disabilities. The different laws and standards that contain accessibility requirements apply to different types of buildings, different building uses, different building ownerships or possession, different building funding, and different points in a building's life. Different sets of accessibility-related nondiscrimination requirements apply to the CDBG program: the Architectural Barriers Act, the Fair Housing Act, and the Americans with Disabilities Act (ADA), and Section 504. It is important to note that these requirements are not necessarily addressed in the building code.

CDBG applicants/recipients should alert their project architects that the provisions of the Architectural Barriers Act, the Fair Housing Act and the Americans with Disabilities Act are triggered due to Federal funding so the architect can design the construction or rehab project with these requirements in mind.

The Architectural Barriers Act

The Architectural Barriers Act of 1968 requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility, including a residential structure, designed, constructed, or altered with CDBG funds after December 11, 1995, and that meets the definition of a "building" (as defined below) is subject to the requirements of the Architectural Barriers Act as it is implemented through the Uniform Federal Accessibility (UFAS) (24 CFR Part 40 and 41 CFR Part 101). Your project architect should be familiar with the Uniform Federal Accessibility Standards.

Building: The term "building" means any building or facility (other than (A) a privately owned residential structure not leased by the Government for subsidized housing programs and (B) any building or facility on a military installation designed and constructed primarily for use by able bodied military personnel) the intended use for which either shall require that such building or facility be accessible to the public, or may result in the employment or residence therein of physically handicapped person, which building or facility is:

- 1) To be constructed or altered by or on behalf of the United States
- 2) To be leased in whole or in part by the United States after August 12, 1968; or
- 3) To be financed in whole or in part by a grant or a loan made by the United States after August 12, 1968, if such building or facility is subject to standards for design construction, or alteration issued under authority of the law authorizing such grant or loan.

The Americans with Disabilities Act

The Americans with Disabilities Act (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. The ADA also states that discrimination includes the failure to design and construct facilities that are accessible to and usable by persons with disabilities. The ADA also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable, and able to be carried out without much difficulty or expense.

Section 504

HUD's regulations implementation Section 504 in Federally assisted programs services and activities are codified at 24 CFR Part 8. HUD's regulations at 24 CFR Part 8 apply to all applicants for, and recipients of, HUD financial assistance in the operation of programs or activities receiving such assistance.

Section 504 states:

"No otherwise qualified individual with disability in the United States... shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service."

HUD's Section 504 regulations define an individual with a disability as any person who has a physical or mental disability that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment (24 CFR 8.3). Major life activities including walking, talking hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself. The law also applies to individuals who have a history of such impairments as well as those who are perceived as having such impairment.

A person who meets the above definition, and who is otherwise qualified for the program, service or activity, is covered under Section 504. To be otherwise qualified means the individual meets the essential eligibility requirements, including, for example, requirements for tenancy if the program is a housing program.

Section 504 covers all programs, services and recipients of HUD financial assistance including, for example:

- Outreach and public contact, including contact with program applicants and participants
- Eligibility criteria
- Application process
- Admission to the program
- Tenancy, including eviction
- Service delivery
- Employment policies and practices

Section 504 Prohibitions Against Discrimination:

- Denying a qualified individual with disabilities the opportunity to participate in, or benefit from, the housing, aid, benefit, or service.
 - Failing to afford a qualified individual with disabilities the opportunity for equal participation and benefit.
-
- Failing to provide a qualified individual with disabilities with a program or service that affords the same opportunity to benefit as afforded others.
 - Providing different or separate housing, aid, benefits, or services based on disability unless providing such is necessary to provide housing or benefits that are as effective as that provided to persons without disabilities.
 - Providing significant assistance to an agency, organization or person that discriminates based on disability in any aspect of a Federally assisted activity.
 - Denying a qualified individual with disabilities the opportunity to participate as a member of planning or advisory boards.
 - Denying a dwelling to an otherwise qualified buyer or renter because of a disability.
 - Limiting in any other manner a qualified individual with disabilities in the enjoyment of any right, privilege, advantage, or opportunity afforded to others.
 - Providing programs or services to qualified individuals with disabilities in settings that are unnecessarily separate, segregated, or restricted.

Recipients' Responsibilities under Section. 504:

- Take steps to ensure effective communication with applicants, beneficiaries, and members of the public. (24 CFR 8.6)
- Take steps to ensure that employment activities, including job announcements, recruitment, interviews, hiring, work assignments, promotions, and dismissals, do not discriminate based on disability. (24 CFR 8.10-8.13)
- Ensure that all non-housing programs are operated in a manner that does not discriminate based on disability and that new construction and alterations of non-housing facilities are made accessible in accordance with applicable standards (24 CFR 8.21)
- Operate existing housing programs in a manner that does not discriminate based on disability, and take steps, as needed, to ensure that existing housing programs are readily accessible to and usable by persons with disabilities. Develop and implement a transition plan to assure compliance. (24 CFR 8.24)
- Provide reasonable accommodations which may be necessary for a person with disability to use or participate in the program, service, or activity; unless the recipient can demonstrate that the accommodation will result in an undue financial and administrative burden or a fundamental alteration in the nature of the program, service, or activity. A reasonable accommodation is an adaptation or modification to a policy, program, service, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, but are not limited to, adjustments or modifications to buildings, facilities, dwelling, and may also include provision of auxiliary aids, such as readers, interpreters, and materials in accessible formats. (24 CFR 8.2, 8.11, 8.20, 8.21, 8.24, 8.25, 8.33)
- Pay for a reasonable accommodation needed by the individual (e.g., a ramp to a unit) unless providing that accommodation would be an undue financial and administrative burden or a fundamental alteration of the program. (24 CFR 8.4, 8.22, 8.20, 8.21, 8.24, 8.25, 8.33)

- Ensure that all new construction of housing facilities is readily accessible to and usable by persons with disabilities and meets the requirements of applicable accessibility standards. (24 CFR 8.22 and 8.32)
- Ensure that substantial alterations, when undertaken, meet the requirements for new construction (24 CFR 8.23(a)) Ensure that all other alterations, to the maximum extent feasible, meet the requirements of the applicable accessibility standards (24 CFR 8.23(b))
- Conduct any required needs assessments (for recipients who are public housing agencies) to determine the extent to which the housing needs of persons with disabilities are being met in the recipient's program and in the community. (24 CFR 8.25)
- Distribute accessible dwelling units throughout projects and sites and make such units available in the same ranges of sizes and amenities to provide housing choices for persons with disabilities that are the same as those provided to others. (24 CFR 8.26)
- Adopt suitable means to ensure persons with disabilities are made aware of the availability of accessible units and to maximize use of accessible units by individuals needing the features of these units (24 CFR 8.27)
- Conduct any required self-evaluations of programs, services, and activities to determine if they are programmatically and physically accessible to persons with disabilities, and involve persons with disabilities in these evaluations (24 CFR 8.51)
- Recipients with 15 or more employees must designate an employee to ensure the recipients programs, services and activities meet the requirements of Section 504; adopt a grievance procedure to effect due process standards and prompt and equitable resolutions of complaints. (24 CFR 8.53)
- Recipients must maintain records and reports of efforts to meet the requirements of Section 504, and keep these records on file so that they are available if a complaint is file, or if HUD conducts a compliance review (24 CFR 8.55)

The Fair Housing Act

The Federal Fair Housing Act makes it illegal for landlords, managers, homeowners, real estate agents, mortgage brokers lenders, banks, and others to discriminate against anyone based on:

- Race
- Color
- National Origin & Ethnicity
- Religion
- Family Status (families with children under 18)
- Physical or Mental Disability
- Sex & Gender

State Protected Classes Include:

- Marital Status
- Legal sources of income (except Section 8)
- Sexual orientation including gender identity
- Honorably discharged veterans/military status
- Survivors of domestic violence

Local jurisdictions may have additional protected classes that you should be aware of. Multi-family dwellings consisting of four or more units, first occupied after March 13, 1991, must also meet the design and construction requirements of the Fair Housing Act.

Multifamily dwellings must be designed and constructed so that at least one building entrance is located on an accessible route, unless it is impractical to do so because of the terrain or unusual characteristics of the site.

Multifamily dwellings with a building entrance on an accessible route will be designed and constructed so that:

- 1) The public and common use areas are readily accessible to and usable by handicapped persons.
- 2) The doors are designed to allow passage into and within the common areas are sufficiently wide to allow passage by handicapped persons in wheelchairs.

All the covered (accessible) dwelling units contain the following features of adaptable design:

- 1) An accessible route into and through the covered dwelling unit
- 2) Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations
- 3) Reinforcements in bathroom walls to allow later installation of grab bars around the toilet, tub, shower, stall, and shower seat, where such facilities are provided
- 4) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space

Oregon Accessibility Laws

The State of Oregon has its own laws addressing certain aspects of accessibility:

- ORS 447.210 et seq., as originally enacted in 1971, applied only to government buildings, and incorporated only some of the then current ANSI A117.1 criteria. In subsequent years, the legislature extended the reach and breadth of the law. Current Oregon law is very broad, and even extends the reach of the ADA accessibility standards beyond those covered by the Federal law to include certain private educational facilities, "private membership clubs, and churches" when located in buildings of two stories or more which are either: a) over 4,000 square feet in ground floor area; or over 20 feet in height.
- ORS 447.233 contains explicit numerical requirements for accessible parking spaces and related signage, dimensional requirements, and access spaces.
- ORS 456.506 et seq., passed in 2003, adopted most of the accessibility criteria of the FHA and mandated they be included in all new non-owner-occupied housing, even single units, if those units were financed or subsidized in any way by state or Federal funds, guarantees, or tax credits.

- ORS 701.525 et seq., passed in 2005, requires the Oregon Construction Contractors Board ("CCB") to adopt by rule a model list of accessibility features those developers of residential housing may provide to customers purchasing new residential housing from the developer.
- ORS 447.231 mandates that the OSSC include the requirements of the ADA and FHA. Oregon's Building Codes Division ("BCD") has incorporated the 1.) current ADAAG standards; 2.) Fair Housing Accessibility Guidelines; and 3.) other Oregon laws, into the OSSC.
- The current OSSC is based on the IBC, but it does not incorporate the most recent version of ICC/ANSI A117.1. Although that most recent version is part of the current IBC model code, the OSSC instead relies on the previous A117.1 standard. The OSSC has hesitated because the new A117.1 contains revisions proposed to Federal Accessibility Guidelines that have not yet been approved and adopted by the Access Board.

Rather, in order to comply with Oregon law, and to incorporate these three distinct standards into OSSC, BCD wrote a custom accessibility code unique to the OSSC. Chapter 11 of the OSSC is devoted completely to accessibility. It is important to remember that most of the laws mandating accessibility are Federal laws. While Chapter 11 incorporates the literal provisions of some of these laws, the ultimate authority for interpreting the meaning and consequence of Federal laws remains with those Federal agencies charged with their enforcement.

Consequently, approval of project plans or inspection of actual construction by Oregon building officials is limited to compliance with OSSC, including Chapter 11. Building designers and construction contractors (and building owners) must independently consider Federal accessibility law and Federal agencies; interpretations of accessibility standards based on Federal accessibility laws.

Exhibit H
Community Development Block Grant (CDBG) Monitoring Procedure

The procedures outlined in this exhibit are designed to monitor use of Marion County CDBG funds.

Through on-site and desk monitoring, the reviewer can determine whether the program participant's performance meets CDBG program requirements and improve program participant performance by providing guidance and making recommendations. The specific purposes of monitoring are to:

- Validate the accuracy of information presented by the program participants
- Follow-up on problems identified during the monitoring visit;
- Determine compliance for those activities where there is sufficient information to make eligibility and/or national objective determinations;
- Evaluate the reasonableness of judgments made for those activities that necessarily involve high levels of program participant judgment;
- Ascertain the Sponsor's ability to ensure that activities carried out meet compliance requirements
- Verify the accuracy of the program participant's record; and,
- Identify apparent causes of any problem(s) and offer recommendations for corrective actions.

Eligibility and National Objective Compliance Criteria

Documentation

As described in the CDBG regulations at 24 CFR 570.503, each Sponsor is required to maintain records that fully describe the assisted activity, including related financial and eligibility information, typically to show that the project funded with CDBG funding is benefiting low- and moderate-income individuals. The required documentation that must be maintained by the program participant is described at 24 CFR 570.506.

Approach to Monitoring

Marion County views monitoring not as a once a year or periodic exercise, but as an ongoing process involving continuous communication and evaluation. Such a process involves frequent telephone/email contacts, written communications, analysis of reports and audits, and periodic meetings as needed. It is the responsibility of the Community Services Department staff to keep fully informed concerning Sponsors compliance with program requirements and the extent to which technical assistance is needed.

The overriding goal of monitoring is to determine compliance, prevent/identify deficiencies, and design corrective actions to improve or reinforce Sponsor performance. As part of this process the Community Services Department staff must be alert to fraud, waste and mismanagement or situations with potential for such abuse. Where possible, any identified deficiency in need of corrective action should be handled through discussion, negotiation, or technical assistance in a manner that maximizes local discretion. Monitoring also provides opportunities to identify program participant accomplishments as well as successful management, implementation, and evaluation techniques that might be replicated by other Sponsors.

The Community Services Department staff shall conduct monitoring when projects are complete, with a few exceptions. The Community Services staff will revise the Monitoring Checklist annually to determine which are to be monitored. The Program Manager will be provided a copy of the monitoring schedule. Past practice has been to monitor all Sponsors who have spent funds since last year, but in years where there may be too many projects to monitor, staff will use their discretion to implement a method to calculate those projects that may be more vulnerable and require monitoring more than others.

Monitoring Standards

Because it is not always possible that the Community Services Department staff will be able to monitor all the program participant's activities, projects and /or functions, or even review activities in a specific area spanning a participant's entire program year, random sampling is generally expected to form the basis for drawing conclusions about the program participant's performance. Staff may choose to take a sufficient sample of projects to be monitored based on a "risk" calculation to determine a sampling of units to be monitored. In certain instances, however, non-random sample will be the more efficient method to use. Such cases include activities that have only a few projects to review, any activities with unresolved problems remaining from previous monitoring visits, any new types of activities being undertaken, and/or activities considered high risk. Note that any sample review or spot-check of program participant records that raises questions concerning the accuracy of the data indicates the need for further follow-up.

All new competitively funded CDBG projects contracted in a given fiscal year will be monitored at least once. Public service projects will be monitored sometime in the fall, although delays are acceptable in order to accommodate staff capacity issues.

Public Facility and infrastructure projects will be monitored towards/at completion of the project-one time only.

Multi-year public service projects will be monitored annually (after first year's monitoring) if any of the following applies:

- Had findings/concerns in last year's monitoring
- Had findings in last completed 2 CFR 200 audit concerning CDBG funding
- Agency is less than 5 years old
- Agency is a first time Marion County CDBG recipient
- Staff determines that the complexity of project necessitates annual monitoring

The Community Services Department staff may decide to monitor a Sponsor more often as needed. The staff may also elect to monitor multiyear public service contracts every other year if all the following apply:

- Sponsor had no findings/concerns in last year's monitoring
- Had no findings in las completed 2 CFR 200 audit concerning CDBG funding (only if applicable-sometimes 2 CFR 200 not required)
- Is an agency more than 5 years old
- Has received CDBG funding in consecutive funding years
- Project scope has not changed
- Desk audits of voucher requests reveal no concerns

On-Site Monitoring Procedure

The Community Services Department staff will call to set up an agreed upon time with Agency and follow-up with boilerplate letter and include the monitoring checklist to inform the agency being monitored about what staff will be looking at. The monitoring checklist will be filled out by the staff at the visit. In preparation for this visit, the agency should review the Monitoring Checklist to ensure records are ready for staff's review. The staff will complete this form during the monitoring visit.

Prior to the monitoring visit, the agency should send a letter certifying that Federal funding did or did not trigger the 2 CFR 200 audit requirements. A sample template to be used to compose this letter is contained at the end of this section. This letter should be signed by their Chief Financial Officer or Executive Director and returned to the Community Services Department staff prior to or no later than at the monitoring visit. Staff will also request a copy of the most recent financial audit, if applicable.

Once a copy of an audit from an agency is obtained, the Community Services Department staff will review the audit for any findings and record it in a federal tracking database. When possible, where Salem and the County have the same project with an agency, it would be preferred to coordinate monitoring visits to lessen the burden on the agency, to share methods for monitoring, to communicate same messages, etc.

2 CFR 200 Audit Responsibilities

All sponsors that expend \$750,000 or more in Federal funds in a year must meet the audit requirements as specified in OMB Circular 2 CFR 200. Additionally, all financial transactions with CDBG monies are subject to Federal audit. Each sponsor is required to permit independent auditors access to the records and financial statements at least once a year, or not less frequently than every two (2) years. Sponsors must be prepared to explain how transactions were made, why, and be able to account for any funds expended.

During an audit, the auditor will examine records to ascertain if:

1. Funds are properly budgeted and approved;
2. Budget revisions have been documented and approved;

3. Personnel charges are properly allocated to the block grant and based on payroll documents such as time and attendance records;
4. All expenditures can be traced to source documents (i.e., purchase orders, invoices, canceled checks);
5. Drawdowns have been timely;
6. Only allowable activities have been claimed as costs toward the project;
7. The sponsor's accounting system reflects all assets, liabilities, etc.;
8. Property has been managed and inventoried properly;
9. In-kind costs and costs billed to other funds are clearly documented; and,
10. If there are billings for indirect costs, a Federally approved indirect rate and allocation plan have been approved by HUD through OCD prior to the expenditure of any CDBG funds.

In addition, the auditor will ascertain if the sponsor's program has been accomplished in the manner set out in the application and/or the contract with the County.

Please note that in order for the Marion County CDBG Program to comply with Federal Regulations, Marion County Board of Commissioners strongly encourages all grant recipients to pursue the timely expenditure of their awarded funds.