



Marion County
FLORIDA
FINANCE DEPARTMENT

Contract Review Sheet

B-21-UC-41-0005

Grant Agreement #: B-21-UC-41-0005 Amendment #: _____

Contact: Tim Glisson Department: Board of Commissioners

Phone #: 503-302-4700 Date Sent: Monday, June 6, 2022

Title: Subrecipient Agreement Center for HOPE and Safety

Contractor's Name: Jayne Downing-Director of Center for HOPE and Safety

Term - Date From: July 1, 2021 Expires: December 31, 2023

Contract Total: \$250,000 Amendment: \$ - New Total: \$ 250,000.00

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: (select one)

Description of Services or Grant Award

Subrecipient agreement with Center for HOPE and Safety for a portion of Architect & Engineering Services Fees and Permit Fees for the construction of HOPE Plaza.

Desired BOC Session Date: 6/22/2022 BOC Planning Date: 6/9/2022

Files submitted in CMS: 6/1/2022 Printed packet & copies due in Finance: 6/7/2022

BOC Session Presenter(s) Tim Glisson

FOR FINANCE USE

Date Finance Received: 6/16/22 Date Legal Received: _____

Comments: _____

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: June 22nd, 2022

Department: Board of Commissioners Agenda Planning Date: 6/9/2022 Time required: 5 min

☐ Audio/Visual aids

Contact: Tim Glisson Phone: 503-302-4700

Department Head Signature:

TITLE

Approve Subrecipient Agreement with Center for HOPE and Safety ... the amount of \$250,000

Issue, Description & Background

Under Program Year 2021 the Board of Commissioners allocated \$250,000 to Center for HOPE and Safety to help with the overall construction of HOPE Plaza from its Community Development Block Grant Entitlement Funds.

Financial Impacts:

Project is being funded by Program Year 2021 Community Development Block Grant Funds.

Impacts to Department & External Agencies

Center for HOPE and Safety is receiving \$250,000.

Options for Consideration:

- A.) Approve the Subrecipient Agreement
- B.) Do Not Approve the Subrecipient Agreement

Recommendation:

Recommend Approval of Agreement

List of attachments:

Subrecipient Agreement

Presenter:

Tim Glisson

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

**MARION COUNTY
SUBRECIPIENT AGREEMENT
BO-4837-22**

*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 **Center for Hope and Safety**, a (*see SOS Business Registry*), hereinafter referred to as "Subrecipient".

Recitals

- A. WHEREAS, on December 1, 2021 Marion County became an Entitlement Community under the United States Department of Housing and Urban Development and signed a Grant Agreement effective July 1, 2021; and
- B. WHEREAS, the total allocated amount of Program Year (PY) 2021 CDBG Funds to Marion County was \$1,561,194; and
- C. WHEREAS, the Subrecipient, a non-profit was chosen to receive funding as part of the PY2021 Annual Action Plan submitted by the County to the United States Department of Housing and Urban Development on August 11, 2021; and
- D. WHEREAS, the County intends to reimburse Center for Hope and Safety for Architect and Engineering (A&E) Fees and Permit Fees for the development of HOPE Plaza, a mixed used building to be located at 605 Center Street Northeast Salem, OR. 97301; per 24 CFR 570.201(c) or 42 US 5305(a)(2) (CDBG Matrix Code 17D); and
- E. WHEREAS, Marion County will only fund the piece of this project that is eligible for Community Development Block Grant (CDBG) Funds, a prorated amount in correspondence to the Public Facility portion of the building structure; and
- F. WHEREAS, funding (A&E) Fees and Permit Fees is only eligible for CDBG Funding if HOPE Plaza is operational by September 1, 2028; and
- G. WHEREAS, if HOPE Plaza is not operational by the date stated in recital F, the County will require Center for HOPE and Safety to repay the funds expended on the Architect & Engineering Costs and Permit Fees for failure to meet a National Objective; and
- H. WHEREAS, as a Subrecipient, is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

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 (CDBG Funding Terms and Period of Compliance)
- 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, 2021 through September 1, 2028**. Subrecipients costs shall be expended by April 30, 2023. Subrecipient must comply with reporting requirements until September 1, 2028 or 5 years after completion of HOPE Plaza.

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 operate the public facility portion of the building in a manner that meets a national objective of providing services to a limited clientele for a period of five years after construction of HOPE Plaza.

Subrecipient will be responsible for allowing clients outside of the city of Salem to reside in the four units not tied to Project Based Vouchers from the City of Salem in order to demonstrate that residence in the County Entitlement jurisdiction are benefiting from the creation of HOPE Plaza.

The Marion County Board of Commissioners requires an additional Forty-Five (45) Year Commitment (June 30, 2067) to operate the property in the same manner as being currently operated.

Changes to the Work by the Subrecipient shall require the prior written approval of County. Requests for and justification of any change must be submitted in writing to the County and be approved in writing by the County prior to commencement of the requested change.

4. Consideration; Reporting

The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of Two Hundred Fifty Thousand Dollars and no cents (\$250,000.00) (the “Grant”)

for permitting and architectural and engineering services. Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A.

- 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.
- b. The subrecipient must annually report on the demographic and original location of clients and submit the data to the County for a minimum of five (5) years once HOPE Plaza is operational.

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 in the administrative software (Neighborly). 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.

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

- 1) 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 or retain such Grant funds for other County use.
- 2) Beginning in December 2023, if fifty percent (50%) of Subrecipient's Work is not complete, the County may reduce and redistribute funds to other Subrecipients or other County use.
- 3) 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, fraud, expiration or termination of Budget Revisions.

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:

- 1) Subrecipient fails to fulfill timely any of its obligations under this Agreement;
 - 2) Subrecipient fails to comply timely with directives received from the County or from an agency that is the original source of the Grant funds;
 - 3) Funds provided under this Agreement are used improperly or illegally by Subrecipient;
 - 4) Funding for grant programs are denied, suspended, reduced or eliminated;
 - 5) 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);
 - 6) Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;
 - 7) 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;
 - 8) 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;
 - 9) 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;
- 1) The County unreasonably fails to provide timely funding hereunder and does not

correct such failure within the 30-day notice period;

- 2) 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: Camber Schlag, Marion County Finance, Contracts & Procurement Mgr.
Contact Telephone Number: 503-589-3290
E-Mail Address: cschlag@co.marion.or.us
Mailing Address: 555 Court St NE, Suite 4247, PO Box 14500, Salem, OR 97309

13. Confidentiality

Subrecipient shall and 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.

The County monitoring of Subrecipient shall include at a minimum:

- 1) Reviewing financial and performance reports.
- 2) 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.
- 3) Issuing a management decision for applicable audit findings pertaining only to the Federal award.
- 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.

If necessary, the County may perform additional monitoring activities of the Subrecipient including but not limited to:

- 1) Provide Subrecipients with training and technical assistance on CDBG program-related matters; and
- 2) Perform on-site reviews of the subrecipient's CDBG program operations;

3) 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, *inter alia*, 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 six (6) 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.
 - (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 ("Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.
- f. 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 and Workers Compensation

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 and 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.
- 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.
- 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.
- e. **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.
- f. **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 until the entire amount is repaid in accordance with the terms of the Promissory Note and Trust Deed. The Subrecipient shall provide the County with a copy of the bonding instrument, or a certification of coverage form the bonding company or commercial crime policy issuer.

- g. 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.
- h. 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.
- i. 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).
- j. Flood Plain Insurance.** Will be required for any structures built/rehabilitated within the Flood Plain
- k. 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.
- l. 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.

- m. 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.
- n. Builders Risk Insurance.** In addition to the requirements above, if this Agreement is for a capital project, the following will also be required.
- 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.
 - 2) Insurance-Reconstruction following Casualty
- o. 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 and the Trust Deed required therein, 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.
- p. 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.
- q. 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 PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, 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:
 - 1) Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - 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;
 - 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
 - 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. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of the County or the Subrecipient with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to the County by its attorneys.

34. Time is of the Essence

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

35. 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.

36. Amendments

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

37. 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.

38. 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:

- a. 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;
- b. 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.
- c. 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.
- d. Subrecipient is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and
- e. Subrecipient further certifies to having a formal statement of nondiscrimination in employment policy.

(Remainder of this page intentionally left blank)

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.

Authorized Signature: _____

Title: _____

Name (Type or Print): _____

Date: _____

Telephone Number: _____

Email Address: _____

Subrecipient Address: _____

Primary Contact Person (Type or Print): _____

Primary Contact Telephone Number: _____

E-Mail Address: _____

Fiscal Contact Name (Type of Print): _____

Title: _____

Email Address: _____

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature:  _____
Marion County Contracts & Procurement June 16, 2022
Date

EXHIBIT A
THE APPLICATION

[The Application on Next Page]



Marion County, Oregon

FORM A- Project Summary Form

Project Name: HOPE Plaza

Project Location: 454 Church Street NE

Project Description: HOPE Plaza is a unique project that will provide low-income housing, job training, and wrap-around services to survivors of domestic violence and human trafficking in Marion County.

Grant Funds Requested: Grant: \$ 250,000
Loan: \$

Applicant: Center for Hope and Safety

Address: 605 Center Street NE

City, State & Zip: Salem, OR 97301

Website: www.hopeandsafety.org

DUNS Number: 180749525

Contact Person: Jayne Downing

Phone Number: 503-378-1572

Email Address: jayne@hopeandsafety.org

[HOME](#)

OREGON SECRETARY OF STATE

 **Corporation Division**[Business Xpress](#)[business name search](#)[oregon business guide](#)[license directory](#)[business registry/renewal](#)[forms/fees](#)[notary public](#)[uniform commercial code](#)[uniform commercial code search](#)[documents & data services](#)

Business Name Search

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Business Entity Data

06-13-2022

08:38

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
107040-13	DNP	ACT	OREGON	08-14-1974	08-14-2022	
Entity Name	CENTER FOR HOPE AND SAFETY					
Foreign Name						
Non Profit Type	PUBLIC BENEFIT					

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Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS			
Addr 1	605 CENTER ST NE				
Addr 2					
CSZ	SALEM	OR	97301	Country	UNITED STATES OF AMERICA

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT		Start Date	07-13-2020	Resign Date	
Name	JAYNE		DOWNING				
Addr 1	605 CENTER ST NE						
Addr 2							
CSZ	SALEM	OR	97301		Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS				
Addr 1	605 CENTER ST NE					
Addr 2						
CSZ	SALEM	OR	97301		Country	UNITED STATES OF AMERICA

Type	PRE	PRESIDENT				Resign Date	
Name	LISA		COWAN				
Addr 1	438 SUGARPINE CT SE						
Addr 2							
CSZ	SALEM	OR	97306		Country	UNITED STATES OF AMERICA	

Type	SEC	SECRETARY				Resign Date	
Name	SHELLY		MEISSNER				

Address 1	1472 CENTER ST NE				
Address 2					
City	SALEM	OR	97301	Country	UNITED STATES OF AMERICA

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Name History
















Business Entity Name	Name Type	Name Status	Start Date	End Date
CENTER FOR HOPE AND SAFETY	EN	CUR	09-10-2014	
MID VALLEY WOMEN'S CRISIS SERVICE	EN	PRE	06-20-1983	09-10-2014
MID-VALLEY CENTER AGAINST DOMESTIC & SEXUAL VIOLENCE	EN	PRE	08-21-1980	06-20-1983
WOMEN'S CRISIS SERVICE	EN	PRE	08-14-1974	08-21-1980




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Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Processed By
	AMENDED ANNUAL REPORT	07-07-2021		FI		
	AMENDED ANNUAL REPORT	07-13-2020		FI	Agent	
	AMENDED ANNUAL REPORT	07-11-2019		FI		
	AMENDED ANNUAL REPORT	07-13-2018		FI		
	AMENDED ANNUAL REPORT	07-27-2017		FI		
	AMENDED ANNUAL REPORT	07-21-2016		FI		
	AMENDED ANNUAL REPORT	07-08-2015		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	11-14-2014		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	11-14-2014		FI		
	ARTICLES OF AMENDMENT	09-10-2014		FI	Name	
	AMENDED ANNUAL REPORT	07-18-2014		FI		
	AMENDED ANNUAL REPORT	08-15-2013		FI		
	AMENDED ANNUAL REPORT	07-19-2012		FI		
	AMENDED ANNUAL REPORT	07-13-2011		FI		
	AMENDED ANNUAL REPORT	07-13-2010		FI		

	AMENDED ANNUAL REPORT	07-16-2009		FI		
	AMENDED ANNUAL REPORT	07-24-2008		FI		
	AMENDED ANNUAL REPORT	07-12-2007		FI	Agent	
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	07-26-2006		FI		
	ANNUAL REPORT PAYMENT	07-25-2006		SYS		
	ANNUAL REPORT PAYMENT	07-08-2005		SYS		
	ANNUAL REPORT PAYMENT	07-15-2004		SYS		
	ANNUAL REPORT PAYMENT	08-12-2003		SYS		
	ANNUAL REPORT PAYMENT	07-29-2002		SYS		
	ANNUAL REPORT PAYMENT	07-13-2001		SYS		
	CHANGED RENEWAL	08-16-2000		FI		
	STRAIGHT RENEWAL	08-15-2000		FI		
	CHANGED RENEWAL	08-10-1999		FI		
	STRAIGHT RENEWAL	07-30-1999		FI		
	AMENDED RENEWAL	08-24-1998		FI		
	STRAIGHT RENEWAL	08-04-1997		FI		
	CHANGED RENEWAL	08-04-1997		FI		
	AGENT/AUTH REP CHNG	08-04-1997		FI		
	STRAIGHT RENEWAL	08-06-1996		FI		
	CHANGED RENEWAL	08-06-1996		FI		
	STRAIGHT RENEWAL	08-01-1995		FI		
	AMENDED RENEWAL	07-19-1994		FI		
	AMENDED RENEWAL	07-30-1993		FI		
	AMENDED RENEWAL	08-03-1992		FI		
	STRAIGHT RENEWAL	07-15-1991		FI		
	AMENDED RENEWAL	08-31-1990		FI		
	AMENDED RENEWAL	08-01-1989		FI		
	AMENDED RENEWAL	07-22-1988		FI		
	AMENDED RENEWAL	08-18-1987		FI		
	AMENDED RENEWAL	07-24-1986		FI		
	STRAIGHT RENEWAL	07-05-1985		FI		
	REINSTATEMENT	06-20-1983		FI		
	ENTITY NAME CHANGE	06-20-1983		FI		
	ENTITY NAME CHANGE	06-20-1983		FI		

**Marion County Application
HOPE Plaza Housing Project
Center for Hope & Safety**

1. Project Summary Form (See Attachment-Form A)

See attached

2. Project Description

Please provide a brief description of the project.

HOPE Plaza is a unique project that will provide low-income housing, job training, and wrap around supportive services to survivors of domestic violence and human trafficking in Marion County. This is a shovel ready project that will address the severe housing shortage, and increase in demand for services, exacerbated by the pandemic and wildfires in our area.

Alongside permanent housing for survivors of violence, HOPE Plaza will provide opportunities for partnerships with local businesses and agencies to create job training and wrap-around services for survivors. To be considered for one of the business spaces on the first floor, professionals such as lawyers, therapists, or retail business owners must either offer services to, or job training for those we serve. This addresses the need for self-sufficiency and long-term stability for survivors. Additional community space will also be used for training, trauma healing programs, and other crucial support services centered on building resiliency for survivors.

HOPE Plaza will also provide two floors (20 units) of fully accessible, low-income housing for survivors. Housing Vouchers have already been approved for 10+ years through a partnership with the local Housing Authority. CHS will use the Domestic Violence Housing First model (developed by the Washington Coalition Against Domestic Violence and the Gates Foundation) to quickly move survivors into housing and provide wrap-around services to enhance long-term safety and self-reliance of survivors of violence in our community.

Please provide a brief description of the following:

The need or problem your project will address;

According to a nationwide study conducted by the Center for Disease Control and Prevention in 2010, 37% of women in Oregon had been victims of domestic violence, sexual assault, and/or stalking in their lifetime. This translates to tens of thousands of survivors in our community that may need our services each year. Services for victims of violence can mean the difference between life and death for those impacted by interpersonal violence.

The 2019 and 2021 Oregon Alliance to End Violence Against Women statewide survey identified housing stability as the greatest issue facing survivors across the state. With a rental vacancy rate of less than 3%, and severe shortages in low-income housing options, HOPE Plaza will address a very real need for survivors and their children.

A Salem Reporter article published on January 3, 2020, stated *"Despite Oregon's widespread housing shortage, the amount of housing built in the state during the last decade reached a record low."* Quoted in the article, state economist Josh Lehner stated, *"Housing affordability has worsened in the last decade"*. According to the National Alliance to End Homelessness (2019), *"A domestic violence experience is common among youth, single adults, and families who become homeless. For many, it is the immediate cause of their homelessness."* A report from the Oregon Center of Public Policy, found one in three Oregon households struggle to afford housing. For survivors working to rebuild their lives, these barriers can be even greater.

CHS services are an example of an evidence-based intervention that improves the lives of survivors. Services provided by CHS meet the emergency crisis needs of women, children, and men impacted by intimate partner violence and promote long-term safety and empowerment of survivors. Together, our advocacy, safe shelter, bilingual crisis line, support groups, housing and outreach programs build a safety net for thousands of vulnerable families in our community.

How your project will address the identified need or problem, including project background, project objectives, services to be provided by the project, the populations or areas to be served, and how CDBG/HOME/ or HOME-ARP funds will be used;

HOPE Plaza will allow CHS to meet one of the most critical needs for survivors working to rebuild their lives free of violence: low-income housing. Survivors need affordable housing to overcome the damaging effects of violence. Many abusive partners have prevented victims from maintaining employment and they often struggle to rise out of poverty. However, evidence-based practices of domestic violence-specific, Housing First strategies, and wrap-around supportive services have been shown to effectively change the outcomes for victims.

Often, for survivors and their children, safety from violence can be maintained through building self-sufficiency and stability. Permanent, affordable housing is crucial to that safety and security.

The HOPE Plaza project will provide much needed units of low-income housing for individuals and families. The unique model of employment opportunities, case management, and extensive supportive services under one roof will lift survivors out of poverty and serve as an example for how other nonprofits can work with individuals and families in need of services in our community.

Objectives include:

1. Providing affordable housing for victims and survivors of domestic violence, sexual assault, and human trafficking in Marion County
2. Providing wrap-around supportive services will be provided on site at HOPE Plaza

Activities:

1. 20 units of housing will be constructed for survivors of violence who are in the Low-Income level for gross annual income.
2. Space for supportive services will be built into the HOPE Plaza facility. These will include a large training room where classes will be offered, the Hope Builders Boutique (providing clothing for employment searches at no cost), and indoor bike storage for residents (to promote alternative forms of transit).

Measurable Outcomes:

1. CHS will begin Phase I of the construction of the HOPE Plaza project. CDBG funds will be used to pay for architectural and engineering costs. All materials and labor will comply with Davis-Bacon Prevailing Wage Guidelines.
2. CHS will conduct outreach to 50 community leaders, programs, and social services to inform them of the HOPE Plaza project and how they can refer survivors for services.

How your project will address the identified need or problem in a way or to a degree not already being achieved in the community. Please identify any other similar programs or projects and how your project will add to or improve upon existing services;

The HOPE Plaza project will complement the services currently provided by CHS and expand the housing options for vulnerable families in our community. CHS offers the only 24-hour crisis line and emergency confidential shelter for victims of domestic and sexual violence in Marion County. CHS provides intensive case management services in shelter to move victims from crisis to safety and stabilization. Once safety has been established, survivors will be able to move into HOPE Plaza. In addition to complementing CHS services, the HOPE Plaza project will expand the housing referrals available to other emergency shelter and social service providers working with victims of past trauma due to domestic and sexual violence. The HOPE Plaza design, with low-income housing, employment opportunities, and wrap-around supportive services, will take survivors the next step on their journey toward self-sufficiency.

CHS operates the only victim-centered shelter and housing services program in Marion County. Case management for individuals who have been homeless due to intimate partner violence is very different from case management services for individuals who are homeless but not in immediate danger. For example, case management with survivors of violence requires a high level of expertise in crisis intervention, trauma, knowledge of stalking behaviors, and safety planning.

HOPE Plaza will be the first permanent housing complex designed for survivors in our community. While every effort will be made to have survivors living there who are no longer in immediate danger, HOPE Plaza will still have many security measures built into the design. For example, there will be cameras on site and the elevator will require a code to go into the second and third floors, so only tenants and CHS staff have access to those areas.

The ways in which your project will have a long-term impact on the need or problem being addressed; and

o If you are proposing an affordable housing project, please indicate the time period that the project will remain affordable and how your agency plans to ensure that the project remains affordable for the specified time period.

There is a significant need for low-income housing options for survivors and CHS looks forward to assisting in meeting that need. HOPE Plaza will have a long-term impact by working with the Housing Authority of the City of Salem to have Project Based Vouchers (PBV) attached to the project. HOPE Plaza has already been approved to receive PBVs through the Housing Authority for 10 years. The PBVs can be renewed and CHS plans to apply for those renewals for as long as possible to keep the units affordable.

In addition to the PBVs, HOPE Plaza will provide highly trained advocates to work with each person living at HOPE Plaza. Advocates will work with survivors to overcome barriers to self-reliance. By overcoming challenges and barriers, the long-term trajectory for survivors and their children improves significantly.

Please attach a map showing the project's location. If the project will serve a specific area, the boundaries of the area served should be shown. If the project involves a specific site or a physical structure, include details about the site or structure, such as the size of the site, the floor area, the number and size of the residential units, the project amenities, the condition of any existing structures, and any proposed alterations to the site or structures.

See attached map

HOPE Plaza will be located at 454 Church Street NE, Salem 97301. The entire site is 32,674 square feet (.75 acre) and the facility will be three floors with a total of 33,643 square feet. The first floor will have indoor bike storage, donation space, a "Dress for Success"-type store (for clothing to ready survivors for interviews and employment searches), and retail space for businesses providing job training opportunities or services. There will be two floors of apartments (dimensions below), a training center and serving kitchen on the second floor, and office space on the third floor. Residents will be able to enjoy sunlight pouring into the interior from an open atrium in the center of the second and third floors.

Bedroom dimensions

10 apartments on the 2nd Floor:

- Two 2-bedroom units (1 @ 936 sq. ft and 1 @ 919 sq. ft)
- Two 1-Bedroom (1 @ 511 sq. ft and 1 @ 574 sq. ft)
- Six Studio (3 @ 392 sq. ft and 3 @ 390 sq. ft)

10 apartments on the 3rd floor:

- Two 2-bedroom (1 @ 942 sq. ft and 1 @ 940 sq. ft.)
- Two 1-Bedroom (1 @ 511 sq. ft and 1 @ 574 sq. ft.)
- Six Studio (3 @ 392 sq. ft and 3 @ 390 sq. ft.)

All units have space for living and dining areas, and built-in storage. There will be shared laundry rooms with multiple washers and dryers available on both floors where the housing units are located.

3. Population Served

Please provide a description of the target population, including the number of persons/households served by the project, and whether they are low-or moderate-income.

HOPE Plaza will serve adult and child victims of domestic violence and human trafficking in Marion and Polk Counties. Survivors may also come from other parts of Oregon when their community is not safe for them.

Victims of domestic and sexual violence come from all walks of life and CHS serves thousands each year through our 24-hour bilingual hotline, emergency confidential shelter, walk-in services, assistance with protection orders, support groups, housing programs, and many other supportive services.

The pandemic and local wildfires sharply increased the need for shelter and housing resources and CHS has built a strong Housing Team to work with survivors to secure safety and long-term housing. Highly trained Housing Advocates work with survivors to overcome any barriers to gaining and maintaining permanent housing.

Survivors of violence will benefit from the unique combination of affordable housing, job training, intensive case management, and wrap-around supportive services provided under one roof at HOPE Plaza. Between 24-30 adult and child survivors of violence will reside in HOPE Plaza each year. The combination of services within the HOPE Plaza project will change the trajectory of survivors and their children for generations to come.

Also, provide a brief description of the following:

How your project will meet at least one of the national objectives outlined in Section III;

The HOPE Plaza project will allow CHS to meet one of the most critical needs for survivors working to rebuild their lives free of violence - low-income housing. Survivors need affordable housing to overcome the damaging effects of violence. Many abusive partners have prevented victims from maintaining employment and they often struggle to rise out of poverty. However, evidence-based practices of domestic violence-specific, Housing First strategies and wrap-around supportive services has been shown to effectively change the outcomes for victims.

HOPE Plaza will address several of the priorities of the Marion County 2021-2025 Consolidated Plan, including the following:

#2. Low-to-Moderate Income Housing and #5 Homelessness - HOPE Plaza will bring one of the important missing components to the downtown area: low-income housing. Project Based

Vouchers through the Salem Housing Authority have already been approved. The PBV are for 10 years and can be renewed. With the addition of job training and wrap-around supportive services, the project will enhance the successful transition of HOPE Plaza residents to self-sufficient citizens.

#3. Special Needs Population - HOPE Plaza will serve the individuals and families under the CDBG National Objective for battered and abused spouses. Due to the fact domestic and sexual violence impacts every segment of our society, the project proposed by CHS will provide a resource to all the vulnerable populations outlined in the Consolidated Plan, specifically the elderly, individuals with disabilities, and situationally vulnerable (victims leaving domestic violence or abuse).

One of the leading causes of homelessness for women and children is domestic violence. The *Mid-Willamette Valley Community Action Agency 2018 Community Needs Assessment Findings, Analysis and Goals* stated: "Domestic violence remains a pervasive problem within our local communities and requires targeted strategies to reduce the impact on effected populations." By providing emergency social services through our other programming, CHS is in a prime position to end homelessness for victims of domestic violence, sexual assault, stalking, and human trafficking served by the HOPE Plaza project.

#6. Economic Development - Job training opportunities will be provided on the first floor of HOPE Plaza. Businesses located at HOPE Plaza must partner with CHS and provide job training or some other type of beneficial services for the residents.

The combination of housing, employment resources, and wrap-around support services, will lead to long-term safety and self-sufficiency for survivors in our community.

Estimates of the total number of persons to be served by the project and the number of low- and moderate-income persons to be served by the project;

CHS estimates 24-30 adult and child survivors of violence will reside in the apartments at HOPE Plaza each year. An additional of 100-200 survivors a year will be served through the job training opportunities, donation center, and classes held on site. Over the life of the project, thousands of survivors will be served. All the residents will come from the low-income population and the other survivors accessing the other services will come from the low-and moderate-income populations.

The population and characteristics of the slum or blighted area that will be served (if applicable);

Not applicable

How the project will ensure that moderate-income persons do not benefit to the exclusion of low-income persons; and the methods used to determine the project benefit and documentation of the sources used

Based on HUD CDBG Guidelines, all victims of domestic violence qualify for presumed benefit of meeting the criteria for low-income. Our 49 years of experience matches this finding, as 98% of our shelter residents are low- or extremely low-income.

Applicants will be screened through the Domestic Violence Coordinated Entry process at CHS. Our program oversees the Domestic Violence Coordinated Entry process in Marion County to protect the confidentiality of survivors. Housing Advocates use the VI-SPDAT assessment tool to determine their Coordinated Entry assessment score. The Salem Housing Authority will use the scores and their other eligibility criteria to select residents for HOPE Plaza.

4. Project Readiness - Please provide the following:

A detailed work program and timeline, including the anticipated start date and completion date for the project, and a list of tasks with estimated start and completion dates for each task;

See attached timeline

A description of the agency's readiness to proceed with the project, including when potential sources of funding and/or additional staff will be secured. Also, if the purchase of property is involved, please describe how you will comply with the Uniform Relocation Act (as noted in Section III); and

CHS is ready to proceed with the HOPE Plaza housing project. In addition to the \$12.9M already secured, CHS has requests out for another \$730,000 from foundations and the Marion County request. This leaves approximately \$530,000 dollars which we plan to raise through community donations. One way we are encouraging community donations is through room sponsorships. Nine spaces already have already been sponsored and we expect more when construction of HOPE Plaza begins in earnest.

CHS has an experienced Housing Team that will work with the HOPE Plaza residents. If CHS adds more Housing Advocates to the team, they will be supported through the Department of Justice Crime Victims and Survivors Services Division funding and community donations. CHS has received the DOJ funds for many years and there have been increases to the funds for housing programs over the last three biennium.

The purchase of the property was completed in 2015 and did not involve the URA.

A description of any land use processes (such as a zone change or a conditional use permit) the project will require and what steps, if any, have been taken to address these issues.

All necessary permits and land use issues have already been addressed. The HOPE Plaza project is ready to proceed.

5. Financing

Please provide the following financial information:

A completed Budget Form (See Attachment-Form B) showing secured and potential sources of funding, including other federal and state grants and loans, monetary donations, in-kind contributions, volunteer labor, and donation of materials and supplies (attach additional sheets if necessary). Volunteer labor should be included under "Private Funds".

See attached

Attach letters of funding commitment form sources, if available;

At this time, we have: 1) an initial contract for the Lottery Bonds (*available upon request*), 2) an email outlining the future processes for the federal appropriation (*available upon request*), 3) the ARPA funds have been received, but no letter was included (*attached are the two letters of support the legislators wrote*), 3) the Charla Richards Kreizberg Charitable Trust, Business Oregon, and Marie Lamfrom Foundation funds have been received, but no letters were attached.

A description whether you are requesting funds as a loan vs. a grant;

o If requesting funds as a loan, outline your repayment terms

o If requesting funds as a grant, explain why you are not able to take on a loan

CHS is requesting a grant for the HOPE Plaza Housing Project. A grant will allow CHS to use our resources to directly serve victims of violence in Marion County versus paying for a loan.

A description of the assumptions used to determine the total project cost and the operating budget, including the sources consulted and how costs were determined;

See HOPE Plaza Budget attached. Costs were based on preliminary bids made by subcontractors to Rich Duncan Construction.

A brief description of your agency's plan for funding the project after the first year, if applicable;

Our goal is to open HOPE Plaza debt-free and to date we have secured 90% of the amount needed to meet that goal. Once met, this will allow CHS to use the revenues from the businesses on the first floor and the housing vouchers to pay for the ongoing operations and maintenance of HOPE Plaza.

A statement regarding your agency's ability to proceed with the project without your requested CDBG funds, or with a CDBG award less than your requested amount; and For construction projects, please provide a detailed pro forma.

CHS would proceed with the project if the CDBG funds were not awarded or were less than the requested amount. However, we hope Marion County will want to support this important project alongside the other partners supporting the HOPE Plaza housing project.

See attached pro forma

6. Project Team

Please provide the following information about your agency:

The agency's background, mission, and service history;

CHS is a nonprofit 501c3 organization that was founded in 1973 and is the longest running crisis line for victims in Oregon. The mission of CHS is to provide a safe environment for survivors of domestic violence, sexual assault, stalking and human trafficking and to educate the public regarding victimization.

CHS provides a multitude of services 24-hours a day, 365 days a year. Services include the crisis line (in English, Spanish and 140+ additional languages through a contracted language line); emergency confidential shelter with emergency transportation to shelter from anywhere in Marion County; support groups in English and Spanish in rural Marion County and in Salem with childcare services at no cost for all groups; walk-in advocacy services at the downtown Salem and Woodburn offices; assistance with protection orders; accompaniment to the courts and hospitals; co-located Advocates in the Oregon Department of Human Services Child Welfare and Self-Sufficiency offices in Marion and Polk Counties; sexual assault advocacy in the four men's correctional institutions and youth facility in Marion County and the women's correctional institution in Wilsonville (in collaboration with the Oregon Department of Corrections); technical assistance and training to businesses, social services, law enforcement agencies, government agencies, etc. at no cost; and distribution of outreach materials in various languages and formats throughout Marion County.

CHS has been providing quality emergency social services and fostering self-sufficiency for victims of domestic and sexual violence for nearly 49 years. To date, CHS has had more than 510,000 contacts, provided more than 161,000 nights of shelter to over 17,000 children and adults, and trained more than 175,000 community members. Last year, CHS had 33,000 contacts to our program.

A brief description of the agency's financial stability as it pertains to the agency's capacity to successfully complete the project, including a brief financial history and primary funding sources.

CHS has an established record of undertaking and completing projects to meet the needs of survivors in our community. In the last eight years, CHS has successfully completed three large-scale projects on time and under budget. In 2014, CHS conducted a capital campaign to open a new Advocacy Office in downtown Salem. CHS raised \$1.6M in less than two years, with one-third of the funding from cash and in-kind community donations. The accessible location has made a huge difference for survivors accessing our services. In 2016, CHS conducted a "quiet" capital campaign (to keep the location confidential) to acquire a new shelter facility and raised nearly \$1M in less than a year. The new location has improved and expanded services to adults and children in need of confidential emergency shelter services. At about the same time, CHS realized the potential and purchased the old Greyhound Bus Terminal. CHS did not conduct a capital campaign, but community donations were used to pay off the purchase 32 months later.

To date, CHS has more than \$12.9M in committed support for the HOPE Plaza Project. CHS has secured \$7.5M in lottery bonds from the State of Oregon, \$2M federal appropriation, \$600,000 in ARPA funds designated by Senator Patterson and Representative Moore-Green and received more than \$1.2M in cash donations from the community.

CHS will provide strong oversight of the budget and donations to the HOPE Plaza project, just in the same way we do with the funding for our emergency crisis-related services. At CHS, we are very careful that every dollar possible goes directly to serving victims. This is why our overhead has been 4-11% for the last 20+ years of operation. CHS maintained low overhead, even as we conducted the capital campaigns outlined above and we see no reason this will change with the HOPE Plaza project. We do not hire outside fundraising companies. We just add the project work onto our ongoing duties. In the end, we will be tired but know it will make a huge difference for all survivors in our community.

A list of key personnel that will be assigned to this project and their job titles and qualifications. Include the FTE hours each person will dedicate to the project;

Three CHS staff have been taking leadership for HOPE Plaza. Jayne Downing has been the Executive Director for nearly 25 years. Jayne has had extensive management experience with construction projects throughout her career and before that time at the Salem Housing Authority. Sara Brennan, Program Manager, has been with CHS for more than 15 years. Sara provides oversight for the programs and fiscal management at CHS. In the last several years, Sara and Jayne secured and rehabilitated both the new advocacy office and confidential shelter facilities. Jayne and Sara have conducted two successful capital campaigns to pay for the office and shelter projects. Jon Winberg, Facilities Coordinator, brings 25+ years in construction, including single family, multifamily, and commercial projects. Jon has extensive experience in project oversight, building codes, quality assurance, and prevailing wage projects. Jayne will devote .15 FTE, Sara Brennan .10 FTE, and Jon Winberg .25 FTE to the project (FTE's will fluctuate at different stages of the project).

Proof of the agency's status as a private non-profit, public non-profit, or governmental agency

See attached

Most recent program financial audit or review pursuant to 2 CFR Part 200 Subpart F (If your agency received an amount of \$750,000.00 or more in federal funding, a financial audit is required. If your agency received an amount less than \$750,000.00 in federal funding, please provide a copy of your most recent financial review.);

See attached

A description of the agency's administrative capacity to complete the project, including its experience in implementing and managing activities similar to the proposed project. If capacity is achieved through partnerships with or utilization of other organizations or agencies, describe the nature and status of these partnerships;

Over the last 35 years, CHS has at one time, or another, been the recipient of CDBG or HOME Funds through the City of Salem or other funders. In all that time, CHS has never been delinquent or had any unresolved monitoring or audit findings. As with all the federal grants we have received, CHS has been in complete compliance and met all outcomes within the timelines of the grant requirements.

CHS also has previous experience in managing affordable housing projects. In 1994, CHS purchased and renovated a six-bedroom complex for survivors. CHS provided rental management, case management, and supportive services for the project. CHS complied with all applicable regulations and received regular oversight from the City of Salem and OHCS. CHS successfully operated the project for 19 years, providing affordable housing to low-income residents in Salem.

A description of neighborhood and/or community support for the project. Attach letters of support or other evidence of neighborhood/community support;

The HOPE Plaza project will be an important addition to the downtown core, providing much needed low-income housing to the recent additions of market-rent apartments in the area. The location is ideal for low-income housing since many services are either close by or will be provided on site. For example, the transit mall is 1.5 blocks from the site. CHS is working with the leadership of Cherriots to be able to offer monthly bus passes for all tenants of HOPE Plaza. CHS is also promoting biking, through a partnership with the Northwest HUB Bicycle Shop and by providing secured indoor storage space for the resident's bikes.

Employment opportunities will be provided in several ways. Some opportunities will be provided onsite, as the businesses on the first floor must be willing to partner in some way, either providing jobs or some service that will benefit the survivors of violence in our

community. In addition, CHS is working with places like Business Oregon and MERIT to identify employment opportunities that allow survivors to work out of the apartments.

CHS has a strong working relationship with WorkSource Oregon and the close proximity (2 blocks from HOPE Plaza) will allow residents to take advantage of all their services. The Oregon Department of Human Services (ODHS) Self-Sufficiency program has requested space on site to facilitate residents accessing ODHS resources and support. CHS has a well-established partnership with ODHS, as we provide advocates within all the Marion and Polk County ODHS offices.

Other services are near HOPE Plaza. The Salem Housing Authority is 5.5 blocks away and 3-9 minutes away by bike, car, or transit. Health facilities are nearby, with free clinics on Broadway NE and over the Marion Street bridge in West Salem. Salem Hospital is 0.8 miles (4 minutes by car/7 minutes by transit or bike) from HOPE Plaza. Marion/Polk Food Share has committed to providing pop-up pantries on site each month for all the residents. Several social service providers are near to HOPE Plaza, including NW Human Services, Congregations Helping People, Salvation Army, and as noted, ODHS Self-Sufficiency may be directly on site. In addition, when needed CHS staff are also able to provide emergency transportation to medical, mental health, and social service offices.

See attached letters of support

A description of the agency's familiarity with meeting the federal requirements listed in Section VII and/or the agency's plan for ensuring that these requirements are satisfied.

In the last eight years, CHS purchased and rehabilitated both the new advocacy office and demolition of the former Greyhound Bus Terminal. These projects included learning and adhering to the current standards for Davis-Bacon prevailing wage requirements, bid documents, labor agreements, etc. All the CHS funded through federal funding met the standards for Low- and Moderate-Income Persons under the Presumed Benefit for victims of domestic violence. The HOPE Plaza project will comply with all the Fair Housing and Equal Opportunity, Accessibility, employment and contracting requirements necessary to meet the applicable requirements.












7. Other information

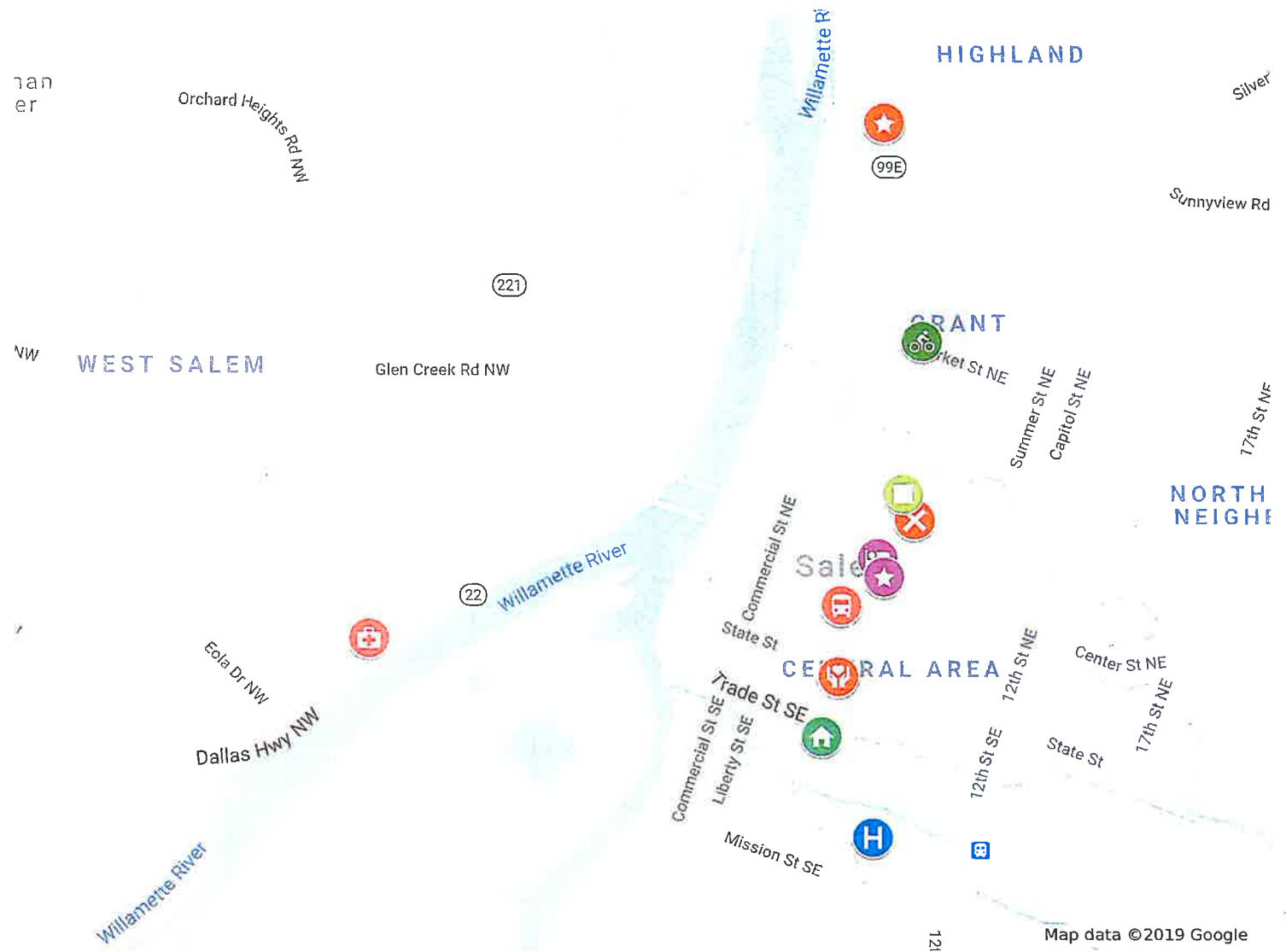
Please attach any other material you believe will assist the County in its review of your Application.

See attached

Hope Plaza Nearby Services

Untitled layer

-  HOPE PLAZA
-  Center for Hope and Safety
-  Downtown Salem Transit Center
-  Salem Housing Authority
-  Congregations Helping people
-  Northwest Human Services
-  Salvation Army Family Services
-  Worksource Oregon
-  The Northwest Hub
-  Salem Hospital
-  HOAP



Map data ©2019 Google

HOPE Plaza Construction Timeline

ID	Task Name	Duration	Start	Finish
1	Hope Plaza	460 days +/-	Mon 1/3/22	Fri 10/6/23
2	Submittals/Procurment	1 day +/-	Mon 1/3/22	Mon 1/3/22
31	Construction	385 days	Mon 4/18/22	Fri 10/6/23
32	Site work	330 days	Mon 4/18/22	Fri 7/21/23
33	Mobilze	5 days	Mon 4/18/22	Fri 4/22/22
34	Site demo/rough grading	10 days	Mon 4/25/22	Fri 5/6/22
35	Building pad/dig footings	7 days	Mon 5/9/22	Tue 5/17/22
36	Storm	7 days	Wed 5/18/22	Thu 5/26/22
37	Sewer	5 days	Fri 5/27/22	Thu 6/2/22
38	Water	5 days	Fri 6/3/22	Thu 6/9/22
39	Prep/pour curbs	6 days	Wed 6/14/23	Wed 6/21/23
40	Prep/pour walks	6 days	Thu 6/22/23	Thu 6/29/23
41	Prep parking lot/fine grade	3 days	Fri 6/30/23	Tue 7/4/23
42	Paving	2 days	Wed 7/5/2023	Thu 7/6/23
43	Landscaping	10 days	Fri 7/7/23	Thu 7/20/23
44	Striping	1 day	Fri 7/21/2023	Fri 7/21/23
45	Structural concrete/slab on grade	99 days	Wed 5/18/22	Mon 10/3/22
46	Form/Pour footings/elevator pit	7 days	Wed 5/18/22	Thu 5/26/22
47	Waterproofing	5 days	Fri 5/27/22	Thu 6/2/22
48	Form/pour footings	12 days	Fri 5/27/22	Mon 6/13/22
49	Form/Pour walls/plinths/columns	15 days	Tue 6/14/22	Mon 7/4/22
50	Form/pour walls/balance of walls	10 days	Tue 7/5/22	Mon 7/18/22
51	Strip walls/column	3 days	Tue 7/19/22	Thu 7/21/22
52	MEP underground	6 days	Fri 7/22/22	Fri 7/29/22
53	Prep/pour first floor slab	6 days	Mon 8/1/22	Mon 8/8/22
54	Form/pour 2nd floor PT Slab	40 days	Tue 8/9/22	Mon 10/3/22
55	Building envelope	169 days	Tue 10/4/22	Fri 5/26/23
56	Wood framing - Floors/ 2 & 3	49 days	Tue 10/4/22	Fri 12/9/22
57	Metal framing	20 days	Tue 10/4/22	Mon 10/31/22
58	Exterior steel for canopy	3 days	Tue 11/1/22	Thu 11/3/22
59	Roofing	10 days	Fri 11/4/22	Thu 11/17/22
60	Structural steel/stairs	10 days	Mon 12/12/22	Fri 12/23/22
61	Windows	15 days	Fri 11/18/22	Thu 12/8/22
62	Storefront	20 days	Fri 12/9/22	Thu 1/5/23
63	Stucco	60 days	Fri 12/9/2022	Thu 3/2/23
64	Masonry	45 days	Fri 3/3/23	Thu 5/4/23
65	Sheet metal	15 days	Fri 5/5/23	Thu 5/25/23
66	Tile	5 days	Fri 5/5/23	Thu 5/11/23
67	Painting	6 days	Fri 5/12/23	Fri 5/19/23
68	signage	5 days	Mon 5/22/23	Fri 5/26/23
69	Buidling interiors	231 days	Fri 11/18/22	Fri 10/6/23
70	3rd floor	164 days	Fri 11/18/22	Wed 7/5/23
71	MEP rough	50 days	Wed 7/5/23	Thu 1/26/23
72	cover insp	1 day	Fri 1/27/23	Fri 1/27/23
73	insulation	4 days	Mon 2/6/23	Thu 2/9/23

74	HM frame install	6 days	Fri 1/27/23	Fri 2/3/23
75	Drywall	25 days	Fri 2/10/23	Thu 3/16/23
76	Gypcrete	8 days	Fri 3/17/23	Tue 3/28/23
77	paint	10 days	Wed 3/29/23	Tue 4/11/23
78	Tbar	6 days	Wed 4/12/23	Wed 4/19/23
79	Casework	10 days	Thu 4/20/23	Wed 5/3/23
80	MEP Ceiling	25 days	Thu 4/20/23	Wed 5/24/23
81	drop tile	10 days	Thu 5/25/23	Wed 6/7/23
82	floor coverings	20 days	Thu 6/8/23	Wed 7/5/23
83	2nd floor	181 days	Fri 1/27/23	Fri 10/6/23
84	MEP rough	50 days	Fri 1/27/23	Thu 4/6/23
85	cover insp	1 day	Fri 4/7/23	Fri 4/7/23
86	insulation	4 days	Mon 4/17/23	Thu 4/20/23
87	HM frame install	6 days	Fri 4/7/23	Fri 4/14/23
88	Drywall	25 days	Fri 4/21/23	Thu 5/25/23
89	Gypcrete	8 days	Fri 5/26/23	Tue 6/6/23
90	paint	10 days	Wed 6/7/23	Tue 6/20/23
91	Tbar	6 days	Wed 6/21/23	Wed 6/28/23
92	Casework	10 days	Thu 6/29/23	Wed 7/12/23
93	MEP Ceiling	25 days	Thu 6/29/23	Wed 8/2/23
94	drop tile	10 days	Thu 8/3/23	Wed 8/16/23
95	floor coverings	20 days	Thu 8/17/23	Wed 9/13/23
96	Cleaning	7 days	Thu 9/14/23	Fri 9/22/23
97	Punchlist	10 days	Mon 9/25/23	Fri 10/6/23



Marion County, Oregon

FORM B-Budget Form

Project Budget: \$14,189,242

Other Public Funds: \$10,828,922

Private Funds: \$1,430,100

Remaining Project Total: \$1,015,220

Funds Request: \$250,000

Total Other Public Funds: \$11,078,922

Source	Secured	Committed	Applied For	Use of Funds
OR Lottery Bonds		\$7,500,000		Construction
Federal Appropriation		\$2,000,000		Construction
Community Donations	\$1,232,355			As needed
City of Salem		\$707,322		Infrastructure
ARPA Funds	\$600,000			Construction
CRK Foundation	\$265,000			As needed
Private Funds	\$387,745			In-Kind

Total Other Private Funds: \$1,167,031

Source	Secured	Committed	Applied For	Use of Funds
Marie Lamfrom Foundation	\$100,000			As needed
Maps Foundation		\$50,000		Construction
Business Oregon	\$21,600			Tank Removal
Marion County			\$250,000	A & E
MCM Charitable Trust			\$150,000	As needed
Salem Foundation			\$150,000	As needed
Spirit Mountain Fund			\$100,000	Elevator

Form B-Budget Form Continued

Source	Secured	Committed	Applied For	Use of Funds
Collins Foundation			\$80,000	As needed
Community Donations left to raise			\$535,220	As needed

RAQUEL MOORE-GREEN
STATE REPRESENTATIVE, District 19
South Salem, Turner, and Aumsville



HOUSE OF REPRESENTATIVES

December 15, 2021

Re: Support of the HOPE Plaza Project, Salem, Oregon

To whom it may concern:

Today I am writing to encourage your support of the HOPE Plaza Housing Project. HOPE Plaza is a shovel ready project by the Center for Hope & Safety (CHS). CHS is a non-profit program that has been providing comprehensive, supportive services to victims and survivors of domestic violence, sexual assault, stalking, and human trafficking in Marion and Polk Counties, Oregon, for more than 48 years. I have personally visited CHS and know the important work they do and what a difference this project will make for survivors in Oregon.

Tens of thousands of survivors and their children have come through the doors at CHS, seeking help at the most difficult times of their lives. Every survivor has a unique journey toward wholeness, however, there is one barrier nearly every survivor faces: finding stable and affordable housing. The vision for HOPE Plaza addresses this very real need for vulnerable families in our state.

HOPE Plaza will be multifunctional, providing space for businesses, permanent low-income housing, and wrap around services for survivors. The first-floor businesses in HOPE Plaza will partner with the Center for Hope & Safety, offering job training opportunities and/or services to survivors. An additional two floors will provide 20 units of low-income housing for survivors and their children.

The HOPE Plaza project will address the severe housing shortage and the increase in demand for services to victims exacerbated by the pandemic and wildfires in our state. Victims from BIPOC communities continue to be disproportionately affected by the pandemic. In the last year, 45% of the survivors Center for Hope & Safety housed were from BIPOC communities. HOPE Plaza will give Center for Hope & Safety the opportunity to provide permanent housing to survivors from typically underserved communities.

Page 2
December 15, 2021
Letter in support of the HOPE Plaza Project

In my capacity at the Oregon State Legislature, I supported the \$7.5M in Lottery Bonds for HOPE Plaza, and I had the opportunity to direct \$100,000 via the HD19 Local Community Investment of American Rescue Plan Act (ARPA) funds to the project as well.

Your support is strongly encouraged, as I believe this project will improve the outcomes for survivors and their children for generations to come. It will also serve as a model for other nonprofits in our state who are seeking to reduce barriers and increase access to permanent housing for the individuals and families. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'rmg', is positioned below the word 'Sincerely,'.

Raquel Moore-Green
State Representative, District 19

**DEB PATTERSON
STATE SENATOR/SENADORA ESTATAL
DISTRICT/DISTRITO 10**



OREGON STATE SENATE/SENADO DEL ESTADO DE OREGON

December 20, 2021

Re: Support of HOPE Plaza Project

To whom it may concern:

I am writing in support of HOPE Plaza, a project by Center for Hope & Safety. The Center for Hope & Safety is a non-profit program that has been providing comprehensive, supportive services to victims and survivors of domestic violence, sexual assault, stalking, and human trafficking in Marion and Polk Counties for more than 48 years. I have personally visited their program and seen firsthand the difference their program makes in the lives of vulnerable families.

In the years Center for Hope & Safety has been operating, tens of thousands of survivors and their children have come through their doors seeking help at the most difficult times of their lives. Every survivor's journey toward safety is unique. However, there is one barrier nearly all survivors face: finding stable and affordable housing for themselves and their children. The vision for HOPE Plaza addresses this very real need for survivors in our state.

HOPE Plaza is the type of project our community needs. HOPE Plaza will be multifunctional, providing space for businesses, permanent low-income housing, and wrap around services for survivors. The first-floor businesses in HOPE Plaza will partner with the Center for Hope & Safety, offering job training opportunities and/or services to survivors. An additional two floors will provide 20 units of low-income housing for survivors and their children.

The HOPE Plaza project will address the severe housing shortage and the increase in demand for services to victims exacerbated by the pandemic and wildfires in our state. Victims from BIPOC communities continue to be disproportionately affected by the pandemic. In the last year, 45% of the survivors Center for Hope & Safety housed were from BIPOC communities. HOPE Plaza will give Center for Hope & Safety the opportunity to provide permanent housing to survivors from typically underserved communities.

As part of the Oregon State Legislature, I have demonstrated my personal support for the HOPE Plaza project in two ways. One was by voting to support the use of \$7.5M in Lottery Bond dollars for the project. The second was to direct \$500,000 in American Rescue Plan Act (ARPA) funds at my discretion to the HOPE Plaza project.

I believe this project will have lasting effects on generations to come and could even be a model for other nonprofits in our state who are seeking to reduce barriers and increase access to permanent housing for the individuals and families they serve.

Sincerely,

HOPE Plaza Construction Fundraising

As of 4/15/2022

Planned Requests (Not submitted or received yet)

Organization	Planned Date of Submission:	Amount to be requested:
Community & In-kind Donations	Ongoing	\$535,220
	TOTAL	\$535,220

Pending Requests (Requests that have been submitted)

Organization	Amount
Marion County – CDBG Funds	\$250,000
MCM Charitable Trust (Full grant submitted - pending decision by 5/31/22)	\$150,000
Salem Foundation (Submitted 1/20/22-open decision date)	\$150,000
Spirit Mountain Community Fund (Full grant submitted - pending decision 5/22)	\$100,000
Collins Foundation (Full grant submitted – Trustees meet 6/22)	\$80,000
TOTAL	\$730,000

Approved Requests

Organization	Amount
Oregon State Lottery Bonds	\$7,500,000
Federal Appropriation – Senators Merkley and Wyden	\$2,000,000
Community Donations to date	\$1,292,355
City of Salem	\$707,322
Sen. Patterson – ARPA directed funds	\$500,000
Charla Richards Kreitzberg Charitable Trust	\$265,000
Duncan Construction Services donated	\$250,000
Rep. Moore-Green – ARPA directed funds	\$100,000
Marie Lamfrom Foundation	\$100,000
Donated Services (Architectural, Legal, Engineering, etc.)	\$87,745
Volunteer Hours/Goods/Services	\$50,000
Maps Community Foundation	\$50,000
Business Oregon	\$21,600
TOTAL	\$12,924,022

Declined Requests

Organization
Murdock Letter of Interest declined

HOPE PLAZA BUDGET

Income

Lottery Bonds, ARPA funds, and Federal Appropriation	\$10,100,000
Community and Corporate Donations	\$1,431,920
Marion County and City of Salem funds	\$957,322
Foundations	\$1,000,000
In-kind Donations (Volunteer hours, goods and services)	\$700,000
TOTAL	\$14,189,242

Expenses

Purchase of Property	\$650,000
Demolition and Abatement of former Greyhound Bus Terminal on site	\$127,920
Pre-Construction Site Development	\$525,894
Architectural & Engineering Services	\$322,410
Building Inspection/Permits	\$395,000
Building Site Preparation	\$881,647
Site Work	\$779,859
Rebar & Concrete	\$977,890
Electrical	\$550,101
Elevator	\$139,107
HVAC	\$604,000
Insulation & Flashing	\$226,322
Masonry	\$277,970
Metal Work (Stairs, decking, bike racks)	\$495,083
Plumbing	\$551,698
Roofing	\$298,013
Utilities	\$10,000
Doors & Door Hardware	\$385,299
Finishes (not wood)	\$1,818,490
Windows	\$410,156
Wood & Wood Finishes	\$1,375,816
ADA	\$11,500
Furnishings	\$530,297
Security	\$310,984
Signage	\$20,000
Insurance	\$104,757
Landscaping	\$40,000
Overhead and Profit	\$419,029
Contingency	\$950,000
TOTAL	\$14,189,242

PRO FORMA (page 1 of 5)

HOPE Plaza

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RENT AND EXPENSE ASSUMPTIONS

RESIDENTIAL RENTS

Unit Type	# Units	Mo. Rent	Ann. Rent
Studio (voucher)	10	930.00	111,600
One Bedroom (voucher)	3	970.00	34,920
Two Bedroom (voucher)	3	1,245.00	44,820
Studio (non-voucher)	2	930.00	22,320
One Bedroom (non-voucher)	1	970.00	11,640
Two Bedroom (non-voucher)	1	1,245.00	14,940
	0	0.00	0
	0	0.00	0
TOTAL	20		240,240

RESIDENTIAL ASSUMPTIONS	Percent
Rent Inc./Year	2.25%
Op Cost Inc./Year	2.25%
Reserves Inc./Year	0.00%
Vac. Year 1	25%
Vac. Year 2	10%
Vac. Year 3 & Future	5%

COMMERCIAL RENTS

Description	Leaseable SF	\$/SF/Year	Annual Rent
Retail Space (1st floor)	5,484	18.00	98,712
	0	0.00	0
	0	0.00	0
Total Commercial	5,484		98,712
	Leaseable SF	\$/SF/Year	Ten. Cont.
Tenant Contributions	0	0.00	0
Tenant Contributions	0	0.00	0
Tenant Contributions	0	0.00	0
TOTAL TENANT CONTRIBUTIONS	0		0

COMMERCIAL ASSUMPTIONS	Percent
Rent Inc./Year	2.75%
Op. Cost Inc./Year	2.75%
Reserves Inc./Year	2.75%
Vac. Year 1	25%
Vac. Year 2	10%
Vac. Year 3 & Future	5%
Other Income Increase	3%
Weighted Op. Exp.	3%

TOTAL INCOME	
Residential Income (includes Housing Vouchers)	240,240
Commercial Income	98,712
Tenant Contributions	0
Other Income	0
TOTAL INCOME	338,952

OPERATING EXPENSES	TOTAL	Per Unit	
Management Fee	20,400	1,020	8.0% Percent of EGI
Advertise/Market	1,000	50	
Legal	4,000	200	
Administrative	6,000	300	
Utilities	44,000	2,200	
Trash	3,000	150	
Maintenance/Repairs	30,000	1,500	
Grounds	6,000	300	
Real Estate Property Tax	10,000	500	
Insurance	12,000	600	
Other (Advocacy Staffing)	150,000	7,500	
Total Operating Expenses	286,400	14,320	84.50% Percent of Revenue
Replacement Reserves	30,000	1,500	
Other	0	0	
Total Operating Exp. and Reserves	316,400	15,820	93.35% Percent of Revenue

PRO FORMA (page 2 of 5)
PRE-TAX CASH FLOW

[illegible]

AFTER-TAX CASH FLOW ANALYSIS

After-tax Benefits Analysis

Loan Amortization

[illegible]

[illegible]

PRO FORMA (Page 5 of 5)

[illegible]

RENTAL HOUSING DEVELOPMENT BUDGET

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PROJECT:

HOPE Plaza

NUMBER OF UNITS:

20

TOTAL COST PER UNIT:

709,462 *

*Cost per unit does not account for 1st floor retail space, training center, donation center, and advocacy office space

ITEM	COST	% TOTAL	Depreciable	Amortize	Non-Depr.	Historic RTC	LIHTC 4%	LIHTC 9%
ACQUISITION								
Building Acquisition	0	0.00%	0				0	
Land Acquisition	650,000	4.58%			650,000			
SITE IMPROVEMENTS								
Demolition	127,920	0.90%	127,920			127,920	127,920	127,920
On-Site Imp.	1,661,506	11.71%	1,661,506				1,661,506	1,661,506
Off-Site Imp.	0	0.00%			0			
CONSTRUCTION								
Rehabilitation	0	0.00%	0			0	0	0
New Construction	8,607,186	60.66%	8,607,186				8,607,186	8,607,186
Contingency	950,000	6.70%	950,000			950,000	950,000	950,000
Tap & Impact Fees	0	0.00%	0			0	0	0
Permits	453,687	3.20%	453,687			453,687	453,687	453,687
Furnishings	530,607	3.74%	530,607				530,607	530,607
Other	0	0.00%	0			0	0	0
PROFESSIONAL FEES								
Survey	8,390	0.06%	8,390			8,390	8,390	8,390
Architect & Engineer	322,410	2.27%	322,410			322,410	322,410	322,410
Real Estate Attorney	20,565	0.14%	20,565			20,565	20,565	20,565
Consultant		0.00%	0			0	0	0
Tax Opinion	0	0.00%			0			
Developer Fee	419,029	2.95%	419,029			419,029	419,029	419,029
Market Study	0	0.00%	0			0	0	0
Environmental	177,452	1.25%	177,452			177,452	177,452	177,452
Cost Certification	0	0.00%	0			0	0	0
In-Kind Professional	-87,744	-0.62%	-87,744			-87,744	-87,744	-87,744
CONSTRUCTION FINANCE								
Constr. Loan Interest	0	0.00%	0			0	0	0
Constr. Loan Fee	0	0.00%	0			0	0	0
Constr. Origination	0	0.00%	0			0	0	0
Appraisal	0	0.00%	0			0	0	0
Title and Recording	0	0.00%	0			0	0	0
Other	0	0.00%	0			0	0	0
PERMANENT FINANCE								
Perm. Loan Fee	0	0.00%		0				
Perm. Origination	0	0.00%		0				
Title and Recording	0	0.00%		0				
Other	0	0.00%		0				
SOFT COSTS								
Tax Credit Appl. Fee	0	0.00%			0			
Tax Credit Mon. Fee	0	0.00%			0			
Marketing Expense	0	0.00%		0				
Organizational Exp.	0	0.00%		0				
Constr. Insurance	135,000	0.95%	135,000			135,000	135,000	135,000
Property Taxes	13,234	0.09%	13,234			13,234	13,234	13,234
Syndication Expense	0	0.00%			0			
Rentup Expense	0	0.00%			0			
Relocation	0	0.00%			0			
Other	0	0.00%						
RESERVES								
Rentup Reserve	100,000	0.70%			100,000			
Operating Reserve	100,000	0.70%			100,000			
Other	0	0.00%			0			
DEVELOPMENT COST	14,189,242	100.00%	13,339,242	0	850,000	2,539,943	13,339,242	13,339,242

SOURCES OF FUNDS

HOPE Plaza

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PROJECT ASSUMPTIONS

% Commercial	50.00%
Anticipated Year of Sale	40
Cap Rate at Sale	10.00%
Cost of Sale	0%
Tax Rate at Sale	35%

HISTORIC REHAB. ASSUMPTIONS

Historic Rehabilitation 1=yes, 0=no	0
Historic RTC Equity Rate	\$0.92

LIHTC ASSUMPTIONS

Project Type (1=acq/rehab, 2=bond, 3=new constr.)	3
LIHTC Occupancy Percentage	100%
Bldg. Acquisition Eligible 1=yes, 0=no	0

LIHTC 4% Rate	3.56%
LIHTC 9% Rate	8.15%
LIHTC Bonus Area 1=yes, 0=no	0

INVESTMENT ASSUMPTIONS

Investor Tax Rate	0%
Investor Ownership	99.99%
Basis for Equity (1=Sale Rate, 2=IRR, 3=\$Amt.)	1
1. LIHTC Sale Rate	\$0.00
2. Expected Internal Rate of Return (IRR)	0.00%
3. Equity Investment Committed	\$0

EQUITY ATTRACTED

Equity Attracted Based on Sale Rate	\$0
Equity Attracted Based on IRR	\$3,534,699
Equity Attracted Based on Dollar Amount	\$0

DEBT ATTRACTION CALCULATION

	Requirements	Loan Amt.
Debt Coverage Ratio	0.00	\$0
Loan to Value Ratio	0%	\$0
Capitalization Rate	0.00%	
Stabilized NOI	\$5,604	
Fair Market Value	\$0	
Loan Amount, 1=\$Amt., 2=DCR, 3=DCR and LVR	1	
Bank Loan Committed	\$0	
Loan Amount Based on DCR	\$0	
Loan Amount Based on DCR and LVR	\$0	

PROPOSED PERMANENT FINANCING

	Amount	Rate	Amortization	Term	Pymts. Begin	Source
BANK	0	0.00%	0	30		
Amortizing Loan	0	0.00%	0	0		
Amortizing Loan	0	0.00%	0	0		
Interest Only Loan	0	0.00%		0	0	
Interest Only Loan	0	0.00%		0	0	
Deferred Loan	0	0.00%	0	0	1	
Deferred Loan	0	0.00%	0	0	1	
Developer Loan	0	0.00%	0	0	1	
Cash Flow Loan	0	0.00%	0	0	40.00%	% of CF
TOTAL LOANS	0					
Grant - Non Basis	11,057,322					
Grant - Other	3,131,920					
TOTAL GRANTS	14,189,242					
EQUITY	0					
TOTAL SOURCES	14,189,242					

TOTAL DEV. COST	14,189,242				
- TOTAL SOURCES	14,189,242				
GAP	0				
CASH FLOW	1	2	3	4	5
	-62,186	-11,195	6,720	7,289	7,865
ACTUAL IRR	0.00%				

TAX & APPRECIATION BENEFITS

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HOPE Plaza

LIHTC	Acquisition and Rehab.	Tax Exempt Bond	Rehab./New No Acq.
Rehab./New Construction	13,339,242	13,339,242	13,339,242
- % Commercial	6,669,621	6,669,621	6,669,621
- RTC (Housing only)	0	0	0
- Grants	3,131,920	3,131,920	3,131,920
= Rehab/Const. Basis	3,537,701	3,537,701	3,537,701
x Credit Rate	8.15%	3.56%	8.15%
x Bonus Area	100%	100%	100%
= Annual Rehab/Const Credit	288,323	125,942	288,323
Acquisition	0	0	
x Credit Rate	3.56%	3.56%	
= Annual Acq. Credit	0	0	
Annual Credit	288,323	125,942	288,323
x % Low Income	100%	100%	100%
Amount of Credit/Year	288,323	125,942	288,323

Annual LIHTC	288,323
10 Year LIH Tax Credit	2,883,226
Equity	0
x % Ownership	99.99%
Partnership Equity	0
TOTAL EQUITY LIHTC	0

CALCULATION OF HISTORIC TAX CREDIT

Eligible Costs	0
- Non RTC Basis Items	0
Historic Basis	0
Historic Rate	20%
Historic Tax Credit	0
x % Ownership	99.99%
Historic RTC Equity Rate	\$0.92
Equity Raised by RTC	0

DEPRECIABLE BASIS

Depreciable Expenses	13,339,242
- Amount of Historic RTC	0
Adjusted Depreciable Basis	12,808,635
Commercial Basis (39 yrs)	12,808,635
Residential Basis (27.5yrs)	0
Other Depreciable	530,607
Depreciation Per Year	434,548

NET SALE PROCEEDS

Sale Price	334,399
- Cost of Sale	0
- Existing Debt	0
- Tax Due	-180,460
Net Sale Proceeds	0

Adjusted Basis

Original Project Cost	14,189,242
- Sum Depreciation	13,339,242
- Sum Amortization	0
- RTC	0
Adjusted Basis	850,000

Capital Gain

Sale Price	334,399
- Cost of Sale	0
- Adjusted Basis	-850,000
Capital Gain	-515,601

Tax on Gain

Capital Gain	-515,601
x Tax Rate	35%
Tax	-180,460

OGDEN UT 84201-0029

In reply refer to: 4077591934
Apr. 01, 2015 LTR 4168C 0
51-0141214 000000 00
00029744
BODC: TE

CENTER FOR HOPE AND SAFETY
605 CENTER ST NE
SALEM OR 97301-3749



36837

Employer Identification Number: 51-0141214
Person to Contact: Ms. Wiles
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 06, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in October 1978.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(i).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4077591934
Apr. 01, 2015 LTR 4168C 0
51-0141214 000000 00
00029745

CENTER FOR HOPE AND SAFETY
605 CENTER ST NE
SALEM OR 97301-3749

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Tamera Ripperda". The signature is fluid and cursive, with a large, sweeping initial 'T'.

Tamera Ripperda
Director, Exempt Organizations

***CENTER FOR HOPE AND SAFETY
CONSOLIDATED FINANCIAL STATEMENTS
Years Ended June 30, 2021 and 2020***



GROVE, MUELLER & SWANK, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

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(503) 581-7788 • FAX (503) 581-0152

475 Cottage Street NE, Suite 200 • Salem, Oregon 97301-3814

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Center for Hope and Safety
Salem, Oregon

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of the Center for Hope and Safety (the Center), which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Center's preparation and fair presentation of the financial statements 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 the Center's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Center for Hope and Safety as of June 30, 2021 and 2020, and the changes in its net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 11, 2021, on our consideration of the Center's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Center's internal control over financial reporting and compliance.



CERTIFIED PUBLIC ACCOUNTANTS

October 11, 2021

CENTER FOR HOPE AND SAFETY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 1,857,489	\$ 1,198,296
Investments	382,395	310,061
Grants receivable	571,248	400,076
Contributions receivable	2,666	74
Prepaid expenses	74,361	56,715
	<u>2,888,159</u>	<u>1,965,222</u>
<i>Total Current Assets</i>		
	7,881,045	3,222,552
Property and equipment, net		
	59,606	52,767
Beneficial interest in perpetual trust		
	<u>\$ 10,828,810</u>	<u>\$ 5,240,541</u>
<i>Total Assets</i>		
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 87,510	\$ 54,550
Accrued payroll liabilities	98,933	79,049
Unearned revenue	-	125,666
Short-term note - PPP	-	280,965
	<u>186,443</u>	<u>540,230</u>
<i>Total Current Liabilities</i>		
	750,696	750,696
Long-term debt		
	937,139	1,290,926
<i>Total Liabilities</i>		
NET ASSETS		
Without donor restrictions		
Investment in property and equipment	7,130,349	2,471,856
Undesignated	2,262,879	993,538
Board designated	390,250	320,250
	<u>9,783,478</u>	<u>3,785,644</u>
<i>Total Net Assets without Donor Restrictions</i>		
With donor restrictions		
Purpose restrictions	48,587	111,204
Perpetual restrictions	59,606	52,767
	<u>108,193</u>	<u>163,971</u>
<i>Total Net Assets with Donor Restrictions</i>		
	9,891,671	3,949,615
<i>Total Net Assets</i>		
	<u>\$ 10,828,810</u>	<u>\$ 5,240,541</u>
<i>Total Liabilities and Net Assets</i>		

The accompanying notes are an integral part of the financial statements.

CENTER FOR HOPE AND SAFETY
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2021 AND 2020

	2021		
	<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
REVENUE AND OTHER SUPPORT			
Contributions and fundraising	\$ 887,414	\$ 24,100	\$ 911,514
Grants	7,723,536	-	7,723,536
Interest and dividends, net of fees	6,591	-	6,591
Realized and unrealized gain on investments	66,614	-	66,614
Beneficial interest in perpetual trust	-	6,839	6,839
Loan forgiveness	280,965	-	280,965
Other	500	-	500
	8,965,620	30,939	8,996,559
NET ASSETS RELEASED FROM RESTRICTIONS	86,717	(86,717)	-
EXPENSES			
Program services:			
Advocacy	1,374,351	-	1,374,351
Shelter	513,964	-	513,964
Outreach	311,136	-	311,136
Dedicated funds	11,075	-	11,075
Housing	600,701	-	600,701
Capital projects	24,245	-	24,245
<i>Total program services</i>	2,835,472	-	2,835,472
Support services:			
Fundraising	31,842	-	31,842
Management and general	187,189	-	187,189
<i>Total supporting services</i>	219,031	-	219,031
<i>Total Expenses</i>	3,054,503	-	3,054,503
CHANGE IN NET ASSETS	5,997,834	(55,778)	5,942,056
NET ASSETS, Beginning of year	3,785,644	163,971	3,949,615
NET ASSETS, End of year	\$ 9,783,478	\$ 108,193	\$ 9,891,671

<i>2020 (Restated)</i>		
<i>Without Donor Restrictions</i>	<i>With Donor Restrictions</i>	<i>Total</i>
\$ 822,779	\$ 182,311	\$ 1,005,090
2,014,694	-	2,014,694
5,256	-	5,256
9,115	-	9,115
-	2,206	2,206
-	-	-
2,000	-	2,000
2,853,844	184,517	3,038,361
214,910	(214,910)	-
1,361,258	-	1,361,258
384,990	-	384,990
288,577	-	288,577
9,688	-	9,688
222,134	-	222,134
197,088	-	197,088
2,463,735	-	2,463,735
34,435	-	34,435
209,937	-	209,937
244,372	-	244,372
2,708,107	-	2,708,107
360,647	(30,393)	330,254
3,424,997	194,364	3,619,361
\$ 3,785,644	\$ 163,971	\$ 3,949,615

The accompanying notes are an integral part of the financial statements.

CENTER FOR HOPE AND SAFETY
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021

	<i>Program Services</i>				
	<i>Advocacy</i>	<i>Shelter</i>	<i>Outreach</i>	<i>Dedicated Funds</i>	<i>Housing</i>
Salaries	\$ 687,615	\$ 170,007	\$ 165,972	\$ -	\$ 197,160
Payroll taxes and fringe benefits	205,818	51,904	48,100	300	66,698
	893,433	221,911	214,072	300	263,858
Consultation					
Accounting	-	-	-	-	-
Legal	-	2,324	-	-	-
Subgrantees	57,220	-	35,039	-	-
Contract services	-	4,056	-	-	-
Advertising and promotions	-	-	68	-	-
Depreciation	40,684	16,274	9,041	-	18,082
Dues and subscriptions	1,863	1,478	1,059	-	1,259
Fundraising	-	-	-	-	-
Office expense	52,195	19,825	19,050	93	17,554
Insurance	3,855	2,059	2,059	-	2,059
IT expense	16,620	10,876	11,080	-	11,080
Meeting expenses					
Training programs	33	-	33	-	-
Continuing education	1,022	249	320	-	2,189
Other	-	-	-	46	-
Newsletter	-	-	537	-	-
Occupancy	27,497	22,118	18,331	-	18,331
Property taxes	-	9,393	-	-	-
Travel	710	516	447	-	389
Direct services					
Gift cards and bus passes	34,791	5,969	-	4,017	3,154
Identification	288	-	-	-	391
Food and supplies	29,618	-	-	-	-
Lodging	137,352	91,027	-	-	233,410
Immigration	1,050	-	-	-	-
Transportation	12,505	145	-	-	2,700
Medical	18,021	131	-	-	9,452
Basic needs	621	414	-	-	49
Other	44,973	2,733	-	180	16,744
Shelter					
Food and supplies	-	16,502	-	6,406	-
Occupancy	-	85,964	-	33	-
Total expenses	\$ 1,374,351	\$ 513,964	\$ 311,136	\$ 11,075	\$ 600,701

<i>Program Services</i>		<i>Support Services</i>			<i>Total</i>	
<i>Capital Projects</i>	<i>Program Total</i>	<i>Fundraising</i>	<i>Management and General</i>	<i>Support Total</i>	<i>Functional Expenses</i>	
\$ 8,323	\$ 1,229,077	\$ 17,324	\$ 97,596	\$ 114,920	\$ 1,343,997	
1,780	374,600	3,774	25,841	29,615	404,215	
10,103	1,603,677	21,098	123,437	144,535	1,748,212	
-	-	-	29,075	29,075	29,075	
385	2,709	-	-	-	2,709	
-	92,259	-	-	-	92,259	
2,836	6,892	-	1,510	1,510	8,402	
-	68	24	-	24	92	
-	84,081	-	6,329	6,329	90,410	
100	5,759	-	368	368	6,127	
-	-	108	-	108	108	
3	108,720	3,015	10,426	13,441	122,161	
5	10,037	206	823	1,029	11,066	
-	49,656	5,188	4,432	9,620	59,276	
-	66	-	-	-	66	
-	3,780	60	300	360	4,140	
-	46	-	-	-	46	
-	537	179	-	179	716	
8,122	94,399	1,833	7,985	9,818	104,217	
-	9,393	-	-	-	9,393	
-	2,062	131	85	216	2,278	
-	47,931	-	-	-	47,931	
-	679	-	-	-	679	
-	29,618	-	-	-	29,618	
-	461,789	-	-	-	461,789	
-	1,050	-	-	-	1,050	
-	15,350	-	-	-	15,350	
-	27,604	-	-	-	27,604	
-	1,084	-	-	-	1,084	
-	64,630	-	-	-	64,630	
2,118	25,026	-	-	-	25,026	
573	86,570	-	2,419	2,419	88,989	
\$ 24,245	\$ 2,835,472	\$ 31,842	\$ 187,189	\$ 219,031	\$ 3,054,503	

The accompanying notes are an integral part of the financial statements.

CENTER FOR HOPE AND SAFETY
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2020

	<i>Program Services</i>				
	<i>Advocacy</i>	<i>Shelter</i>	<i>Outreach</i>	<i>Dedicated Funds</i>	<i>Housing</i>
Salaries	\$ 801,468	\$ 143,648	\$ 191,552	\$ -	\$ 88,570
Payroll taxes and fringe benefits	228,158	41,109	53,752	3,351	25,148
	1,029,626	184,757	245,304	3,351	113,718
Consultation					
Accounting	-	-	-	-	-
Legal	53	53	52	-	52
Subgrantees	54,790	-	-	-	-
Contract services	-	-	-	-	-
Depreciation	36,685	10,582	8,465	-	7,760
Dues and subscriptions	636	829	1,754	-	636
Fundraising	-	-	-	-	-
Office expense	39,698	10,423	11,488	363	10,162
Insurance	2,846	1,403	1,403	-	1,403
IT expense	8,425	6,443	5,617	-	5,617
Meeting expenses					
Training programs	287	12	55	1,165	6
Continuing education	2,771	451	431	1,023	431
Other	131	105	366	-	105
Newsletter	-	-	278	-	-
Occupancy	16,027	10,684	10,741	288	10,685
Property taxes	-	-	-	-	-
Support group	62	-	-	647	-
Travel	4,120	662	2,623	-	422
Direct services					
Gift cards and bus passes	11,987	1,592	-	1,250	-
Identification	939	-	-	-	-
Food and supplies	136,159	-	-	-	-
Lodging	-	35,588	-	705	71,077
Transportation	8,963	10	-	-	-
Other	7,053	420	-	825	60
Shelter					
Food and supplies	-	88,444	-	71	-
Occupancy	-	32,532	-	-	-
<i>Total expenses</i>	<u>\$ 1,361,258</u>	<u>\$ 384,990</u>	<u>\$ 288,577</u>	<u>\$ 9,688</u>	<u>\$ 222,134</u>

<i>Program Services</i>		<i>Support Services</i>			<i>Total</i>
<i>Capital Projects</i>	<i>Program Total</i>	<i>Fundraising</i>	<i>Management and General</i>	<i>Support Total</i>	<i>Functional Expenses</i>
\$ 17,490	\$ 1,242,728	\$ 14,931	\$ 131,592	\$ 146,523	\$ 1,389,251
3,919	355,437	4,003	30,454	34,457	389,894
21,409	1,598,165	18,934	162,046	180,980	1,779,145
-	-	-	29,573	29,573	29,573
15,148	15,358	-	-	-	15,358
-	54,790	-	-	-	54,790
88,844	88,844	-	-	-	88,844
-	63,492	-	7,055	7,055	70,547
100	3,955	250	318	568	4,523
-	-	8,043	-	8,043	8,043
1,558	73,692	2,563	6,177	8,740	82,432
496	7,551	351	351	702	8,253
26,929	53,031	1,430	1,404	2,834	55,865
-	1,525	3	3	6	1,531
-	5,107	-	216	216	5,323
-	707	-	26	26	733
-	278	93	-	93	371
36,183	84,608	2,670	2,670	5,340	89,948
1,351	1,351	-	-	-	1,351
-	709	-	-	-	709
-	7,827	98	98	196	8,023
-	14,829	-	-	-	14,829
-	939	-	-	-	939
-	136,159	-	-	-	136,159
-	107,370	-	-	-	107,370
-	8,973	-	-	-	8,973
-	8,358	-	-	-	8,358
-	88,515	-	-	-	88,515
5,070	37,602	-	-	-	37,602
\$ 197,088	\$ 2,463,735	\$ 34,435	\$ 209,937	\$ 244,372	\$ 2,708,107

The accompanying notes are an integral part of the financial statements.

CENTER FOR HOPE AND SAFETY
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from donations, grants and contracts	\$ 8,336,120	\$ 3,285,120
Cash paid to vendors and suppliers	(2,928,895)	(2,624,640)
Interest and dividends received, net of fees	6,591	5,256
<i>Net cash provided by operating activities</i>	<u>5,413,816</u>	<u>665,736</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	1,694	73,657
Purchase of investments	(7,414)	(70,215)
Purchase of fixed assets	(4,748,903)	(291,685)
<i>Net cash used in investing activities</i>	<u>(4,754,623)</u>	<u>(288,243)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from short-term note - PPP	-	280,965
NET CHANGE IN CASH AND CASH EQUIVALENTS	<u>659,193</u>	<u>658,458</u>
CASH AND CASH EQUIVALENTS, Beginning of year	<u>1,198,296</u>	<u>539,838</u>
CASH AND CASH EQUIVALENTS, End of year	<u><u>\$ 1,857,489</u></u>	<u><u>\$ 1,198,296</u></u>
RECONCILIATION OF NET INCREASE (DECREASE) IN NET ASSETS TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		
Change in net assets	\$ 5,942,056	\$ 330,254
<i>Adjustments to reconcile the change in net assets to net cash provided by operating activities:</i>		
Depreciation	90,410	70,547
Net realized (gain) loss on investments	(1,694)	(2,887)
Net unrealized (gain) loss on investments	(64,920)	(6,228)
Loan forgiveness	(280,965)	-
Change in value of beneficial interest in trust	(6,839)	(2,206)
<i>Increase (decrease) in cash due to changes in assets and liabilities</i>		
Grants receivable	(171,172)	(182,667)
Contributions receivable	(2,592)	320,337
Prepaid expenses	(17,646)	(29,252)
Accounts payable	32,960	36,483
Accrued payroll liabilities	19,884	5,689
Unearned revenues	(125,666)	125,666
<i>Net cash provided by operating activities</i>	<u><u>\$ 5,413,816</u></u>	<u><u>\$ 665,736</u></u>

The accompanying notes are an integral part of the financial statements.

CENTER FOR HOPE AND SAFETY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2021 AND 2020

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Center for Hope and Safety (the Center) is a nonprofit corporation that provides advocacy and temporary shelter to survivors of domestic violence, sexual assault and related crimes, and educates the community regarding the issues surrounding domestic and sexual violence. Staff and volunteers provide 24-hour hotline services, shelter, and support groups to aid individuals who are victims of violence. Information, intervention and referral services are offered to victims, as well as on-going support. Speaking engagements and training workshops are offered to the community in an effort to enlighten and educate the general public about violent crimes and the Center's programs that provide help and support. Services are provided through the programs identified in the accompanying financial statements as advocacy, shelter, outreach, housing, dedicated funds, and capital projects. Support and revenue are received from various sources. These sources include grants, charitable donations, and service contracts entered into with government agencies. Charitable donations are received from the general public and foundations, both public and private.

Basis of Accounting

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with U.S. generally accepted accounting principles. The consolidated financial statements include the accounts of the Center for Hope and Safety and its wholly-owned subsidiaries, WSH, LLC, Hope Plaza, LLC, and MNAH, LLC, all single-member limited liability companies, organized May 25, 2016, March 26, 2019, and April 29, 2021, respectively. All subsidiaries were organized for the purpose of holding title to real property utilized in the Center's operations.

Cash and Cash Equivalents

The Center considers all short-term, highly liquid investments with initial maturities of three months or less to be cash equivalents. Cash and cash equivalents consist of deposits in checking, savings and money market accounts.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the consolidated statement of financial position. Fair value is defined as the amount at which an investment could be exchanged between willing parties, other than in forced or liquidation sale. The fair value adjustment is an "unrealized" gain or loss and is reported with realized gain or loss income. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by the passage of time or by use) in the reporting period in which the income and gains are recognized.

Concentration of Credit Risk

The Center holds its cash and investments in many types of financial instruments, which subject it to concentrations of credit risk. The Center limits its risk by depositing cash and investments with established financial institutions. Cash deposits may exceed the limits of depository insurance, however the Center has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and investments.

CENTER FOR HOPE AND SAFETY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
YEARS ENDED JUNE 30, 2021 AND 2020

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Grants Receivable

The Center uses the allowance method for recognition of bad debt expenses for financial statement purposes. No allowance for doubtful accounts was considered necessary at June 30, 2021 and 2020.

Property and Equipment

Property and equipment are recorded at cost or at estimated fair market value at the date of gift. Donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Expenditures for repairs and maintenance are charged to operations as they are incurred. Major additions or improvements and acquisitions of property and equipment in excess of \$5,000 are capitalized. Depreciation is computed using the straight-line method over the estimated useful life of the asset. The estimated useful lives for building and improvements are 39 years, land improvements are 15 years, furniture is 7 years and office equipment is 5 years.

Compensated Absences Payable

Unpaid compensated absences are recorded on the books based on total vested hours multiplied by current wage rate.

Net Assets

Net assets, revenues, gains and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, the Center's net assets and changes therein are classified and reported as follows:

Net Assets without Donor Restrictions - Net assets available for use in general operations and not subject to donor restrictions.

Net Assets with Donor Restrictions - Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Center is the recipient of a beneficial interest in a perpetual trust, from which the income is available for operations when trust distributions are received. Donor-imposed time and purpose restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue Recognition

The Center follows FASB Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*, as amended, which superseded or replaced nearly all GAAP revenue recognition guidance. These standards established a contract and control-based revenue recognition model, changed the basis for deciding when revenue is recognized over time or at a point in time, and expanded disclosures about revenue.

CENTER FOR HOPE AND SAFETY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
YEARS ENDED JUNE 30, 2021 AND 2020

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government Support Concentrations

During the years ended June 30, 2021 and 2020, approximately 86% and 66%, respectively of the Center's revenues were from grants and contracts awarded by government agencies.

Contributions and Contributions Receivable

Contributions are recognized when the donor makes a promise to give that is, in substance, unconditional. Contributions that are restricted by the donor are reclassified as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are used. All other donor restricted contributions are reported as net assets with purpose restrictions or net assets with perpetual restrictions depending on the nature of the restrictions. When a restriction expires, restricted net assets are reclassified to net assets without donor restrictions.

Contributions that meet the criteria as a promise to give but have not been collected as of year-end are reported as contributions receivable. The Center uses the allowance method for recognition of bad debt expense for financial statement purposes. No allowance for doubtful accounts was considered necessary at June 30, 2021 and 2020.

Donated Material and Contributed Services

Donated food, clothing, furniture, and securities are recorded at fair market value when received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills and that would typically need to be purchased if not provided by donations, are recorded at their fair values in the period received. Unpaid volunteers have contributed substantial hours of their time in assisting, developing and operating certain programs. The value of this contributed time is not recorded for financial statement purposes.

Donations of real property, food, clothing, furniture, and securities are recorded as support at their fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose.

Functional Allocation of Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting service of the Center. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expense that are allocated include salaries and benefits which are allocated based on estimates of the benefit received by the program or supporting service. The statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated to the program and supporting services benefited.

Income Taxes

The Center is a not-for-profit corporation exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and is not classified as private foundation.

CENTER FOR HOPE AND SAFETY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
YEARS ENDED JUNE 30, 2021 AND 2020

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (Continued)

The Center follows the provisions of Accounting Standards Codification (ASC) 740 "Accounting for Income Taxes". The Center's federal and state income tax returns are subject to possible examination by the taxing authority until the expiration of the related statutes of limitations on those returns. In general, the federal and state income tax returns have a three year statute of limitations. The Center would recognize accrued interest and penalties associated with uncertain tax provisions, if any, as part of the income tax provision.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

CASH AND CASH EQUIVALENTS

The Center has the following cash and cash equivalents as of June 30:

	<u>2021</u>	<u>2020</u>
Demand deposits with financial institutions	\$ 1,813,822	\$ 1,172,609
Cetera money market	7,856	10,189
Petty cash	1,784	2,284
PEX funds	34,027	13,214
	<u> </u>	<u> </u>
<i>Total Cash and Cash Equivalents</i>	<u>\$ 1,857,489</u>	<u>\$ 1,198,296</u>

At June 30, 2021 and 2020, the book balances of the Center's deposits were \$1,813,822 and \$1,172,609, respectively, and the bank balances of the Center's deposits were \$1,883,929 and \$1,205,785. The difference is due to transactions in process. The Center maintains bank deposits with various financial institutions. Bank deposits are secured to legal limits by federal deposit insurance, including deposits held in Insured Cash Sweep accounts (ICS). ICS banks work within a network that allows them to transfer balances in excess of FDIC insurance to other member banks to keep balances below the FDIC insurance threshold.

CENTER FOR HOPE AND SAFETY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
YEARS ENDED JUNE 30, 2021 AND 2020

LIQUIDITY AND AVAILABILITY

Financial assets are available for general expenses, that is, without donor or other restrictions limiting their use, within one year of the date of the statement of financial position are comprised of the following:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 1,857,489	\$ 1,198,296
Investments	382,395	310,061
Grants receivable	571,248	400,076
Contributions receivable	2,666	74
	<u>2,813,798</u>	<u>1,908,507</u>
Less net assets:		
Donor restricted for purpose	(108,193)	(163,971)
Board designated	<u>(390,250)</u>	<u>(320,250)</u>
	<u>\$ 2,315,355</u>	<u>\$ 1,424,286</u>

The Board has designated investments and related cash equivalents, valued at \$390,250 and \$320,250 at June 30, 2021 and 2020, respectively, as an operating reserve for future needs.

As part of the Center's liquidity management plan, the Center has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

INVESTMENTS

The Center follows Accounting Standards Codification (ASC) 820-10 which defines fair value and establishes a framework for measuring fair value in generally accepted accounting principles. ASC 820-10 defines fair value as the price that would be received to sell an asset or paid to transfer the liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC 820-10 distinguishes three levels of inputs that may be utilized when measuring fair value including level 1 inputs (using quoted prices in active markets for identical assets or liabilities), level 2 inputs (using inputs other than level 1 prices such as quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability) and level 3 inputs (unobservable inputs supported by little or no market activity based on our own assumptions used to measure assets and liabilities).

A financial asset or liability's classification within the above hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

CENTER FOR HOPE AND SAFETY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
YEARS ENDED JUNE 30, 2021 AND 2020

INVESTMENTS (Continued)

The Center's investment balances consisted of the following at June 30:

2021				
	Level 1	Level 2	Total Carrying Value/Fair Value	Cost
Mutual Funds	\$ 231,962	\$ -	\$ 231,962	\$ 176,627
Fixed income	75,056	-	75,056	76,349
Oregon Community Foundation	-	75,377	75,377	50,000
Total investments	<u>\$ 307,018</u>	<u>\$ 75,377</u>	<u>\$ 382,395</u>	<u>\$ 302,976</u>

2020				
	Level 1	Level 2	Total Carrying Value/Fair Value	Cost
Mutual Funds	\$ 180,614	\$ -	\$ 180,614	\$ 170,802
Fixed income	71,738	-	71,738	74,797
Oregon Community Foundation	-	57,709	57,709	50,000
Total investments	<u>\$ 252,352</u>	<u>\$ 57,709</u>	<u>\$ 310,061</u>	<u>\$ 295,599</u>

INTEREST IN FUNDS HELD IN TRUST

Perpetual Trust

The Center is a beneficiary of the Dorothy Pearce Charitable Trust. The Trust distributes 5% of the trust corpus annually among several charitable organizations, of which the Center receives 1/6th. The market value of the Trust assets on June 30, 2021 and 2020 was \$357,635 and \$316,601, respectively. The Center classifies the value of its interest in the perpetual trust as net assets with perpetual donor restrictions as required by FASB ASC 958-605-30-14.

The Center's beneficial interest in perpetual trust is controlled by a third party and is classified as Level 3 due to the fact that the Center can never redeem the underlying assets.

CENTER FOR HOPE AND SAFETY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
YEARS ENDED JUNE 30, 2021 AND 2020

INTEREST IN FUNDS HELD IN TRUST (Continued)

The Center's interest in the trust is summarized as follows for the years ending June 30:

	<u>2021</u>	<u>2020</u>
Beginning balance	\$ 52,767	\$ 50,561
Net unrealized gain (loss)	<u>6,839</u>	<u>2,206</u>
Ending balance	<u>\$ 59,606</u>	<u>\$ 52,767</u>

OCF Endowment

During the year, the Center had funds held in trust by the Oregon Community Foundation ("OCF"). These funds are not held in a depository account but rather are in an "endowment fund" that is legally owned by OCF. Under United States Treasury Regulations, all community foundation endowment fund agreements must include terms which grant the community foundation's Board of Directors the authority to modify restrictions and conditions of the fund agreement under certain circumstances (often referred to as "variance power"). As a result, all component funds are considered to be part of a single public charity, in this case OCF.

OCF variance power clause reads: "Whenever, in the sole judgment of the board of directors (without the necessity of the approval of any participating trustee, custodian or agent), any restriction or condition on the distribution of funds for any specified charitable, educational, or scientific purposes or to specified organizations or governmental units becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable, educational, and scientific needs of the state of Oregon, the board of directors may, by the affirmative vote of a majority of its members, order such modification of such restriction or condition and such application of the whole or any part of the principal or income of the funds as in its judgment is then necessary to serve more effectively the charitable, educational, and scientific purposes of the Corporation."

OCF accounts for these funds in accordance with Accounting Standards Codification (ASC) 958, *Not-for-Profit Entities*, which states that is a community foundation accepts a contribution from an agency and agrees to transfer those assets and/or the investment return on those assets back to the agency, then those contributions are presented as both an asset and a liability on the financial statements of the community foundation (i.e., OCF), and as an asset on the financial statements of the agency (i.e., the Organization). This treatment is for financial statement presentation purposes only as the legal ownership of these funds remains with OCF.

The activity for the Center's interest in funds held in trust at OCF is summarized as follows for the year ended June 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Balance, beginning of year	\$ 57,709	\$ 54,901
Realized/unrealized gains (losses)	17,773	2,938
Interest and dividend income	416	319
Administrative expense	<u>(521)</u>	<u>(449)</u>
Balance, end of year	<u>\$ 75,377</u>	<u>\$ 57,709</u>

CENTER FOR HOPE AND SAFETY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
YEARS ENDED JUNE 30, 2021 AND 2020

INTEREST IN FUNDS HELD IN TRUST (Continued)

Uniform Prudent Management of Institutional Funds Act of 2006 ("UPMIFA")

On June 22, 2007, the Uniform Prudent Management of Institutional Funds Act (UPMIFA) was signed into law in the state of Oregon and was implemented at the Foundation effective January 1, 2008. This new law revises the Uniform Management of Institutional Funds Act (UMIFA) which has governed Oregon charitable institutions with respect to the management, investment and expenditure of endowment funds since 1972.

The Center's investments consist of an individual fund held at OCF (described above) established for a variety of purposes. The fund includes funds designated by the Center's Board of Directors to function as endowment funds.

Return Objectives and Risk Parameters

The investment objective of the fund is to retain (at a minimum) and, when possible, increase the purchasing power of the funds, while at the same time providing a reasonable return for distribution to meet current Organization needs. The funds are managed and invested in good faith and with the ordinary prudent person in a like position would exercise under similar circumstances. The Center expected the funds to provide an average rate of return of approximately 8% annually. Actual returns in any given year may vary from this amount, however.

Strategies Employed for Achieving Objectives

OCF follows a total-return strategy in which investment decisions are made with the intent of maximizing the long-term total return of the portfolio, combining market value changes (realized and unrealized) and current yield (interest and dividends). OCF invests in a mixture of equities, fixed-income investments, and alternative investment classes such as hedge funds, distressed debt, private investments and cash.

OCF utilizes the services of investment managers with proven records of performance in domestic and international markets, equity management, fixed-income management, and/or mixed-asset management. OCF managers with responsibility for equity management have demonstrated skill managing assets within but not necessarily including all of the following styles: core (including index funds), growth, value, small capitalization and non-U.S. equities.

Spending Policy and How Investment Objectives Relate to the Spending Policy

Each year OCF board sets an annual payout rate for the coming year based on their Investment Committee's 10-year projection of investment return. Currently, if the projected 10-year return is 9% or above, the payout will be 5%; if the projected return is below 9%, the payout will be 4.5%. The payout is calculated using a 13-quarter trailing average of fund market value. New permanent funds are invested for a minimum of six months before being included in the valuation for distribution.

OCF Valuation Methodologies

Investment accounts consisting of publicly traded equities and mutual funds are recorded at fair market value based on current quoted market prices provided primarily by custodians. Investments in fixed income accounts are recorded at fair value provided primarily by custodians and are based on pricing models that incorporate available trade, bid and other market information. Investments in co-mingled trusts and pooled funds are valued at the net asset value per unit as provided by the fund trustees or custodians. Net asset value is based on fair market value of the underlying assets of the funds using quoted market prices when available and alternative valuation methods as provided in the individual trust or pooled fund agreements when quoted market prices are not available.

CENTER FOR HOPE AND SAFETY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
YEARS ENDED JUNE 30, 2021 AND 2020

INTEREST IN FUNDS HELD IN TRUST (Continued)

OCF Valuation Methodologies (Continued)

Quoted market prices are not available for certain investments, including limited partnership investments and real property. These investments are recorded at their estimated fair market value; therefore the reported value may differ from the value that would have been used had a quoted market price existed. The valuations for limited partnership investments are based on the net asset value of OCF's ownership interest in the partners' capital which includes assumptions and methods that were prepared by the General Partners of the limited partnerships and were reviewed by OCF management. OCF believes that the reported amounts for these investments are reasonable estimates of their fair value at June 30, 2021.

The methods described above could produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Center's management believes OCF's valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement.

The fair value of the Center's interest in these funds held in trust (Levels 1, 2 and 3) is based on their pro-rata share of OCF's "total investments" as reported in their 2020 audited financial statements. The Center's assets that are stated at fair value within the fair value hierarchy are reported in the investments footnote.

FASB ASC 820 requires additional disclosures for investments valued at net asset value to enable users of financial statements to understand the nature and risks of those investments; however, the Center's pro-rata values of these investments as reported by OCF were insignificant at December 31, 2020.

PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at June 30:

	<u>2021</u>	<u>2020</u>
Land	\$ 1,788,454	\$ 1,136,684
Buildings	6,149,108	1,959,787
Furniture and fixtures	157,568	157,568
Office equipment	19,207	19,207
Vehicles	16,671	16,671
Construction in progress	204,467	296,655
	<u>8,335,475</u>	<u>3,586,572</u>
Total property and equipment	8,335,475	3,586,572
Accumulated depreciation	(454,430)	(364,020)
	<u>\$ 7,881,045</u>	<u>\$ 3,222,552</u>
Property and equipment, net	<u>\$ 7,881,045</u>	<u>\$ 3,222,552</u>

Depreciation expense was \$90,410 and \$70,547 for the years ended June 30, 2021 and 2020, respectively.

CENTER FOR HOPE AND SAFETY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****YEARS ENDED JUNE 30, 2021 AND 2020**

PROPERTY AND EQUIPMENT (Continued)

The Center received grants from Project Turnkey, a program funded by the Oregon Community Foundation (OCF). Land and buildings totaling \$4,680,000 were purchased with these grant funds during the year. The funds are required to be returned to OCF if the land or building is subsequently sold.

LONG-TERM DEBT

Notes payable consisted of the following at June 30:

	<u>2021</u>	<u>2020</u>
Note payable to the Oregon Housing and Community Services Department. Does not become due unless the organization ceases to provide housing to women in transition prior to April 2046. Repayment is secured by a restrictive covenant on the shelter building and lot, and is not interest bearing. Due to the contingent nature of the liability, no interest is imputed.	\$ 60,824	\$ 60,824
Note payable to the Urban Renewal Agency of the City of Salem, Oregon. Does not become due unless the property is sold prior to January 2026. The note is secured by the advocacy building and lot, and is not interest bearing. Due to the contingent nature of the liability, no interest is imputed.	52,000	52,000
Note payable to the Urban Renewal Agency of the City of Salem, Oregon. Does not become due unless the property is sold prior to June 2024. the note is secured by the advocacy building and lot, and is not interest bearing. Due to the contingent nature of the liability, no interest is imputed.	143,000	143,000
Note payable to the Urban Renewal Agency of the City of Salem, Oregon. Does not become due unless the advocacy building is sold prior to July 2023. The note is secured by the office building and lot, and is not interest bearing. Due to the contingent nature of the liability, no interest is imputed.	300,000	300,000
Note payable to the Urban Renewal Agency of the City of Salem, Oregon. Does not become due unless the property is sold prior to March 2029. The note is secured by land, and is not interest bearing. Due to the contingent nature of the liability, no interest is imputed.	87,550	87,550

CENTER FOR HOPE AND SAFETY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
YEARS ENDED JUNE 30, 2021 AND 2020

LONG-TERM DEBT (Continued)

	<u>2021</u>	<u>2020</u>
Note payable to the Urban Renewal Agency of the City of Salem, Oregon. Does not become due unless the property is sold prior to April 2029. The note is secured by land, and is not interest bearing. Due to the contingent nature of the liability, no interest is imputed.	\$ 107,322	\$ 107,322
	<u>\$ 750,696</u>	<u>\$ 750,696</u>

Future debt payment schedule has not been included because it is uncertain when loans will become due since they are callable only if certain actions occur (see narrative for loans).

NET ASSETS WITH PURPOSE RESTRICTIONS

At June 30, net assets with donor restrictions were held for the following uses and purposes:

	<u>2021</u>	<u>2020</u>
Motel vouchers	\$ 5,362	\$ 5,362
Domestic violence council	5,111	5,157
Client rent deposits	13,147	13,147
Safe Paws project	3,823	68,892
Other purposes	21,144	18,646
	<u>\$ 48,587</u>	<u>\$ 111,204</u>

RETIREMENT PLAN

Employees are eligible to participate in the Center's 403(b) plan if they are at least 21 years old and have performed at least one year of service. A matching contribution is provided by the Center based on years of service, which ranges from 3% to 8% of salary. Employees are 100% vested in the amounts deferred and employer contributions to the 403(b) plan. Total retirement plan costs for the years ended June 30, 2021 and 2020, was \$42,853 and \$38,679, respectively.

SELF-INSURANCE PLANS

The Center maintains a self-funded unemployment insurance plan under which the Center funds the first \$31,331 in claims and claim amounts exceeding \$81,331, with third-party insurance coverage for liabilities between \$31,331 and \$81,331. Unemployment claims expenses in 2021 and 2020 were \$3 and \$-0-, respectively. Deposits held with third party providers totaled \$39,858 and \$13,244 for years ended June 30, 2021 and 2020, respectively.

CENTER FOR HOPE AND SAFETY**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****YEARS ENDED JUNE 30, 2021 AND 2020**

IN-KIND MATERIALS AND SERVICES

Donated professional services in the amount of \$13,877 and \$55,231 have been recognized for the years ended June 30, 2021 and 2020. For the years ended June 30, 2021, and 2020, \$39,491 and \$204,238, respectively, of donated household items, food, clothing and furniture was recorded as gifts-in-kind revenue and shelter program expenses in the statement of activities.

REVENUE FROM CONTRACTS WITH CUSTOMERS

A portion of the Center's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Center has incurred expenditures in compliance with specific contract or grant provisions. In 2021, the Center incurred qualifying expenditures for cost-reimbursable grants reported as unearned revenues in the statement of financial position at June 30, 2020, and as a result recognized \$125,666 in grants related to these funds. The Center did not receive any advance funded grants during June 30, 2021, therefore no unearned revenues are reported at June 30, 2021.

PRIOR PERIOD RESTATEMENT

The June 30, 2020 statement of activities has been restated to recognize \$695,193 in contributions and fundraising reported as with donor restrictions as contributions and fundraising without donor restrictions, and to decrease amounts reported as released from restrictions by \$695,193.

RISKS AND UNCERTAINTIES

As a result of the recent coronavirus pandemic (COVID-19), numerous sectors of the economy are suffering and long-term economic consequences of this remain unknown. The extent to which this will impact the Center for Hope and Safety is uncertain.

SUBSEQUENT EVENTS

Management has evaluated events through October 11, 2021, the date on which the financial statements were available to be issued.

In August 2021, the State of Oregon approved \$7,500,000 in grants for the Center, funded by Oregon Lottery bonds, for the construction of HOPE Plaza. The Center is expected to enter into the grant agreement with the State in January 2022.

COMPLIANCE SECTION



GROVE, MUELLER & SWANK, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

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(503) 581-7788 • FAX (503) 581-0152

475 Cottage Street NE, Suite 200 • Salem, Oregon 97301-3814

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors
Center for Hope and Safety
Salem, Oregon

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Center for Hope and Safety (the Center), which comprise the consolidated statements of financial position as of June 30, 2021, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 11, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Center's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Center's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

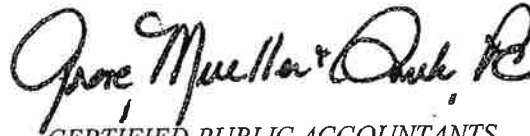
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Center's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Center's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Center's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CERTIFIED PUBLIC ACCOUNTANTS

October 11, 2021



GROVE, MUELLER & SWANK, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Center for Hope and Safety
Salem, Oregon

Report on Compliance for Each Major Federal Program

We have audited the Center for Hope and Safety's (the Center's) compliance with the types of compliance requirements that could have a direct and material effect on each of the Center's major federal programs for the year ended June 30, 2021. The Center's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Center's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Center's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Center's compliance.

Opinion on Each Major Federal Program

In our opinion, the Center for Hope and Safety complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control over Compliance

Management of the Center is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Center's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



CERTIFIED PUBLIC ACCOUNTANTS

October 11, 2021

CENTER FOR HOPE AND SAFETY
FEDERAL GRANT COMPLIANCE REPORT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2021

<i>Federal Grantor/Program Title</i>	<i>Federal CFDA Number</i>	<i>Pass-Through Grantor's Number</i>	<i>Expenditures</i>	<i>Amount paid to Subrecipients</i>
<u>U.S. Department of Justice</u>				
Passed through Oregon Department of Justice Violence Against Women Formula Grants	16.588	Joint-2019-CenterHopeSafety-00008	\$ 26,567	\$ -
Passed through Oregon Department of Justice Crime Victim Assistance				
VOCA - Domestic Violence	16.575	Joint-2019-CenterHopeSafety-00008	427,726	-
VOCA - Sexual Assault	16.575	Joint-2019-CenterHopeSafety-00008	202,465	-
VOCA - Competitive Project	16.575	VOCA-C-2019-CenterHopeSafety-00072	118,000	57,220
VOCA - Competitive Project	16.575	VOCA-C-2019-CenterHopeSafety-00122	60,008	-
VOCA - Culturally Specific	16.575	VOCA-CS-2021-CenterHopeSafety-00043	16,400	-
<i>Total Crime Victim Assistance</i>			824,599	57,220
<i>Total U.S. Department of Justice</i>			851,166	57,220
<u>U.S. Department of Health and Human Services</u>				
Passed through Oregon Department of Human Services Family Violence Prevention and Services/Domestic Violence Shelter and Support Services	93.671	149958	102,522	-
<u>U.S. Department of Housing and Urban Development</u>				
Passed through City of Salem CDBG Entitlement Grants Cluster Community Development Block Grants/Entitlement Grants	14.218	621243 PO 504062	111,940	-
Passed through Mid-Willamette Valley Homeless Alliance Continuum of Care Program				
COC Rapid Re-Housing	14.267	OR0262L0E051800	127,928	-
COC Rapid Re-Housing	14.267	OR0262L0E041900	93,380	-
COC Rapid Re-Housing	14.267	OR0262L0E041901	82,663	-
<i>Total Continuum of Care Program</i>			303,971	-
Passed through Mid-Willamette Valley Homeless Alliance Emergency Solutions Grant Program	14.231	ESG CV 2 COC	239	-
<i>Total U.S. Housing and Urban Development</i>			416,150	-
<u>U.S. Department of Homeland Security</u>				
Passed through United Way Emergency Food and Shelter National Board Program	97.024	708200-003	13,000	-
<i>Total U.S. Department of Homeland Security</i>			13,000	-
<u>U.S. Department of the Treasury</u>				
Passed through Oregon Health Authority Coronavirus Relief Funds COVID-19 Health Equity Grant	21.019	Contract #166466, Subrecipient #180749525	150,000	-
Passed through Oregon Department of Justice Coronavirus Relief Funds CARES Relief Funds (Flexible, Housing, Mental Health)	21.019	Joint-2019-CenterHopeSafety-00008	539,527	-
COVID Emergency Housing	21.019	Joint-2019-CenterHopeSafety-00008	120,772	-
<i>Total U.S. Department of the Treasury</i>			810,299	-
<i>Total Federal Expenditures</i>			\$ 2,193,137	\$ 57,220

CENTER FOR HOPE AND SAFETY
FEDERAL GRANT COMPLIANCE REPORT
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2021

PURPOSE OF THE SCHEDULE

The accompanying schedule of expenditures of federal awards (SEFA) includes the federal award activity of the Center for Hope and Safety (the Center) under programs of the federal government for the year ended June 30, 2021. The information in the SEFA is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the SEFA presents only a selected portion of the operations of the Center, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Center.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

Expenditures reported on the SEFA are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

INDIRECT COST RATE

The Center has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

CENTER FOR HOPE AND SAFETY
FEDERAL GRANT COMPLIANCE REPORT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2021

SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditor's opinion issued:	Unmodified
Internal control reporting:	
• Material weakness(es) identified?	No
• Significant deficiencies identified that are not considered to be material weaknesses?	No
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiencies identified that are not considered to be material weaknesses?	No
Type of auditor's report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516(a)?	No

Identification of major federal programs:

CFDA Number

Name of Federal Program or Cluster

21.019

Coronavirus Relief Funds

Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualified as low-risk auditee?	Yes

FINANCIAL STATEMENT FINDINGS

None.

FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None.

CENTER FOR HOPE AND SAFETY
FEDERAL GRANT COMPLIANCE REPORT
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
YEAR ENDED JUNE 30, 2021

FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

Finding 2020-001 U.S. Department of Justice - Crime Victim Assistance (CFDA 16.575) Subrecipient Monitoring (Significant Deficiency)

Condition: Subrecipient monitoring was not performed as required by CFR 200.331 (Requirements for Pass-through Entities)

Criteria: The Center has a requirement to monitor subrecipient activities to ensure that subawards are being spent in accordance with grant guidelines.

Cause: The Center was unaware of the requirements related to subrecipient monitoring, and as a result, did not perform monitoring activities for federal awards passed through to a subrecipient.

Effect: Subrecipient spending was not monitored in accordance with requirements, therefore funds could have been used for unallowed costs or activities.

Views of Responsible Officials: A lack of knowledge of the requirements caused the Center to be out of compliance with the requirements. This is the Center's first year passing money through to a subrecipient, who in prior years, was a contractor. The Center has become more familiar with requirements related to subrecipient monitoring and will implement a system that allows the Center to review the use of sub-awards by subrecipients throughout the year.

Current Status: This finding was addressed and corrected in the current year.



Marion County
OREGON

Board of Commissioners

(503) 588-5212

(503) 588-5237-FAX

March 8, 2022

**BOARD OF
COMMISSIONERS**

Danielle Bethell, Chair
Colm Willis
Kevin Cameron

Jayne Downing, Executive Director
Center for Hope & Safety
605 Center St NE
Salem, OR 97301

RE: Letter of Support for HOPE Plaza Housing Project

To whom it may concern,

**CHIEF
ADMINISTRATIVE
OFFICER**

Jan Fritz

Marion County is pleased to support the Center for Hope and Safety for its HOPE Plaza Housing Project grant proposal. The Center for Hope and Safety is a key community partner providing services to survivors of domestic and sexual violence. We appreciate their longstanding collaboration with the Marion County District Attorney's Office Victim Assistance program and Public Safety Coordinating Council.

The HOPE Plaza Housing Project will provide vital housing and wrap around services to vulnerable individuals and families in our community. Recent statistics show 44 percent of individuals seeking homeless services in Marion County report a history of domestic violence.

In 44 years, the Center for Hope and Safety has demonstrated success in leveraging additional funding to move survivors of domestic violence, sexual assault, and human trafficking from homelessness into long-term, safe, and stable housing. With the COVID-19 pandemic the need for shelter and permanent housing for survivors significantly increased in the community and the HOPE Plaza project will work to address that severe housing shortage for vulnerable families in the area.

Marion County wholeheartedly supports the Center for Hope and Safety's HOPE Plaza Project grant application.

Sincerely,

Danielle Bethell, Chair

Colm Willis, Vice-Chair

Kevin Cameron, Commissioner



March 15, 2022

Jayne Downing
Center for Hope & Safety
605 Center St NE
Salem, OR 97301

RE: Center for Hope and Safety HOPE Plaza Housing Project

To Whom It May Concern:

The Salem Housing Authority (SHA) is pleased to submit this letter of support for Center for Hope and Safety's application for the Hope Plaza Housing Project. Center for Hope and Safety's project is seeking funds to establish affordable housing units and wrap around services for victims of domestic violence and human trafficking in Marion County.

SHA has partnered with Center for Hope and Safety in a voucher lottery system for victims of domestic violence. This program provides up to five (5) vouchers per month (when funding allows) to domestic violence victims. Center for Hope and Safety screens and provides nominations to Salem Housing Authority and on the 5th of each month, SHA randomly draws five (5) names to receive a Housing Choice Voucher. This has been a successful partnership for many years.

SHA has already approved Project Based Vouchers for the HOPE Plaza Housing Project for 10 years once it is open. This will ensure long-term affordability for the HOPE Plaza units and make a significant difference for vulnerable families in our community. The expertise of the staff from Center of Hope and Safety will make this supportive housing achievable and successful in our community.

The State of Oregon was identified in HUD's 2019 Annual Report to Congress as the state with the ninth highest rate of unsheltered homeless in the nation. The 2019 Point in Time (PIT) Count identified 1,095 literally homeless individuals in the Salem area (Marion and Polk Counties), 356 of whom were chronically homeless. Marion and Polk counties combined have the third highest homeless population in the state, surpassed only by Portland/Multnomah County (4,015) and Eugene/Lane County (2,165).

Salem is facing an unprecedented crisis of homelessness and housing instability that must be mitigated for the health and wellbeing of all members of our community. The Center for Hope and Safety provides services in a compassionate, trauma-informed manner to individuals experiencing domestic and sexual violence, human trafficking and stalking in our community. They have a long record of working with the Salem Housing Authority and victims of domestic violence, assisting them to maintain permanent housing and ending the cycle. We strongly believe that Center for Hope and Safety is well suited to establish desperately needed affordable housing project in Marion County, and we look forward to seeing this very necessary project come to fruition.

Respectfully,

Nicole Utz
Housing Administrator
Salem Housing Authority



March 1, 2022

Jayne Downing
Center for Hope & Safety
Salem, OR 97301

Re: Letter of Support for the HOPE Plaza Project

Dear Ms. Downing,

Marion Polk Food Share would like to express support for the Center for Hope & Safety HOPE Plaza Project. The Food Share works closely with the Center for Hope & Safety to reduce the effects of food insecurity and increase stability for victims of domestic violence in our community.

The Food Share is the regional food bank serving communities in Marion and Polk Counties. We are a private, nonprofit that works with hundreds of community partners to address food insecurity through root cause initiatives and food distribution programs. The Center for Hope & Safety has been one of our hunger-relief partners since 2013.

In addition to providing the comfort of a stocked and healthy pantry to their shelter, the Center for Hope & Safety has been an avid participant in all network meetings, sharing valuable information about their services with other partners. Center for Hope & Safety staff also provided a series of workshops covering the myths about domestic violence and providing guidance to equip network partners to handle with care individuals who may be in a dangerous situation.

Marion Polk Food Share looks forward to partnering in new ways with the addition of 20 units of low-income housing in the HOPE Plaza Project. Marion Polk Food Share and the Center for Hope & Safety are exploring an exciting partnership to offer "pop-up" food pantries on a regular basis at HOPE Plaza. This innovative way of providing healthy food will guarantee HOPE Plaza residents are on the right track to provide good nutrition for their families.

Please add Marion Polk Food Share to the list of supporters for the HOPE Plaza Project. We know our community will benefit greatly from the support of this vital project for survivors of violence. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Gaupo". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Rick Gaupo
President & CEO



Oregon

Kate Brown, Governor

Department of Human Services

Self-Sufficiency Program
4074 Winema Place NE Bldg. 53
Salem, OR 97305
"Voice" (503) 373-7156

March 1, 2022

Jayne Downing
Center for Hope & Safety
605 Center Street NE
Salem, OR 97301



Dear Ms. Downing,

This letter is to express support for the HOPE Plaza Project.

On a daily basis, the Oregon Department of Human Services refers victims of domestic violence to the Center for Hope & Safety. We count on the services they provide over the crisis line, in their advocacy office and shelter, and in our offices throughout the county. We know their assistance is essential to meeting the needs of our clients who are victims of domestic violence. The addition of the housing, employment opportunities, and wrap-around case management service at HOPE Plaza, will be critical next step in making sure survivors are able to rebuild their lives free of violence.

Research conducted by Portland State University found that up to 50% of ODHS Self-Sufficiency customers and nearly one-third of our customers in the Child Welfare system have domestic violence as one of the issues they are facing. In recognition of this fact, the Oregon State Legislature set aside funding to place advocates from domestic violence advocacy programs in ODHS offices around the state. Five advocates from the Center for Hope & Safety currently serve the Salem and the Marion and Polk county offices of Self-Sufficiency and Child Welfare. This program has greatly expanded the supportive services the Center for Hope and Safety has always made available to our customers and staff.

ODHS understands the difficulty many of our customers experience in securing affordable housing. The lack of quality low-income housing options has greatly impacted all our customers, especially those facing additional challenges such as domestic violence. For these reasons, ODHS and Center for Hope & Safety staff have been discussing the possibility of having a Self-Sufficiency Family Coach placed at the HOPE Plaza site. This would greatly reduce barriers and increase survivor's access to important ODHS programs and services. We look forward to continuing our partnership with CHS and look forward to the opening of the HOPE Plaza housing project.

Every day of the year, the Center for Hope & Safety plays a vital role in supporting victims of violence in our community. We hope you will favorably support their application for support of the HOPE Plaza Project.

Sincerely,

Dawn Myers
Oregon Department of Human Services
Self-Sufficiency Program Manager
Marion/Polk/Yamhill County

March 1, 2022

Jayne Downing
Center for Hope & Safety
605 Center St NE
Salem, OR 97301

Re: Letter of Support for HOPE Plaza

To whom it may concern:

Salem Health Hospitals and Clinics work closely with the Center for Hope and Safety (CHS) and we are pleased to offer a letter of support for their request for HOPE Plaza funding. By funding this project, you are ensuring that access to 20 units of safe housing is available for victims of domestic violence, sexual assault, stalking, and human trafficking in our community.

Salem Health's mission is to improve the health and well-being of the people and communities we serve. As Willamette Valley's premier health care provider, Salem Health operates hospital facilities in Salem and Dallas, and clinics spread through the Mid-Willamette Valley dedicated to serving patients across Marion, Polk, Benton, Lincoln and Yamhill counties. Employing approximately 6,000 staff, including over 700 are practitioners representing 46 different specialties, Salem Health's vision is to provide and exceptional experience every time.

We strive to achieve our vision every day, with everything we say and do, and we are vigilant in supporting victims of domestic violence, sexual assault, stalking, and human trafficking. We have specially trained Sexual Assault Nurse Examiners (SANE) that support patients that present with forms of abuse. Through gentle, kind and thorough forensic patient evaluation, we work with the patient.

When the patient is ready to seek safety, CHS responds to the emergency department with supportive services. CHS is an essential part of our team as we assist victims to find safety.

In addition to patient care, we rely on CHS's knowledge, information, and data showing the regional aspects of domestic violence and related issues and CHS regularly provides training for our staff. They are a vital partner helping to strengthen family systems and enhance health and wellness of the community as a whole.

With a local vacancy rate of less than 3%, we hope you will consider directing funds to the Center for Hope & Safety for the HOPE Plaza, which will bring vital safe housing options for domestic violence, sexual assault, stalking, and human trafficking victims. Thank you.

Sincerely,



Cheryl Nester Wolfe, President and CEO
Salem Health Hospitals and Clinics



MAYOR'S OFFICE

555 Liberty St SE / Room 220 • Salem, OR 97301-3513 • 503-588-6255 • Fax 503-588-6354

February 28, 2022

Jayne Downing
Center for Hope & Safety
605 Center St NE
Salem, Oregon 97301

RE: Center for Hope & Safety HOPE Plaza Housing Project

To Whom it May Concern:

The City of Salem is pleased to submit this letter of support for the grant application by the Center for Hope and Safety for the HOPE Plaza Housing Project. The Center for Hope & Safety is seeking funds to develop affordable permanent housing and wrap-around services for survivors of domestic violence and human trafficking in our community.

A population-specific approach is needed. Victims need the specialized expertise that the Center for Hope and Safety can provide. The need for domestic violence specific housing is necessary for the well-being and recovery of survivors of violence. The Center for Hope & Safety has a long history of quality service and has been assisting victims successfully in our community.

The Center for Hope & Safety has our full support for the HOPE Plaza project. That is why the City of Salem has already provided \$107,322 in funding for the asbestos abatement and demolition and will be providing another \$600,000 for construction of the HOPE Plaza Housing Project.

The need for affordable housing in our region is significant. We appreciate your strong consideration of this proposal.

Sincerely,

Chuck Bennett
Mayor

EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

❖ Reasonable accommodation and accessibility services will be provided upon request ❖
Servicios razonables de alojamiento y accesibilidad se facilitarán por petición

HOPE plaza

Housing • Opportunity • Partnerships • Employment

HOPE Plaza will generate **housing**, create **opportunity**, build community **partnerships** and provide **employment** for victims and survivors of domestic violence, sexual assault, stalking and human trafficking.

Center for Hope & Safety has been providing supportive services to victims and survivors since 1973.

*There is one barrier nearly every survivor we support faces:
finding stable and affordable housing for themselves and their children.
The vision for HOPE Plaza addresses this very real need for survivors in our community.*

HOPE Plaza will revitalize the old Greyhound Bus Station site, providing retail space for businesses and downtown housing for survivors. The first-floor businesses in HOPE Plaza will offer job training opportunities and/or services to survivors. An additional two floors will provide 20 units of housing for those we serve.

With a rental vacancy rate of less than 3%, HOPE Plaza will address the severe housing shortage and the **increase in demand for services to victims and survivors exacerbated by the pandemic and wildfires in our area.**



**Breaking Ground
in April 2022!**

**Ready to provide vital,
life-changing services
to survivors!**

To learn more, please contact:

Jayne Downing
Center for Hope & Safety
503-378-1572

**Center for
HOPE &
SAFETY**

in partnership with
DUNCAN
RICH DUNCAN CONSTRUCTION INC.

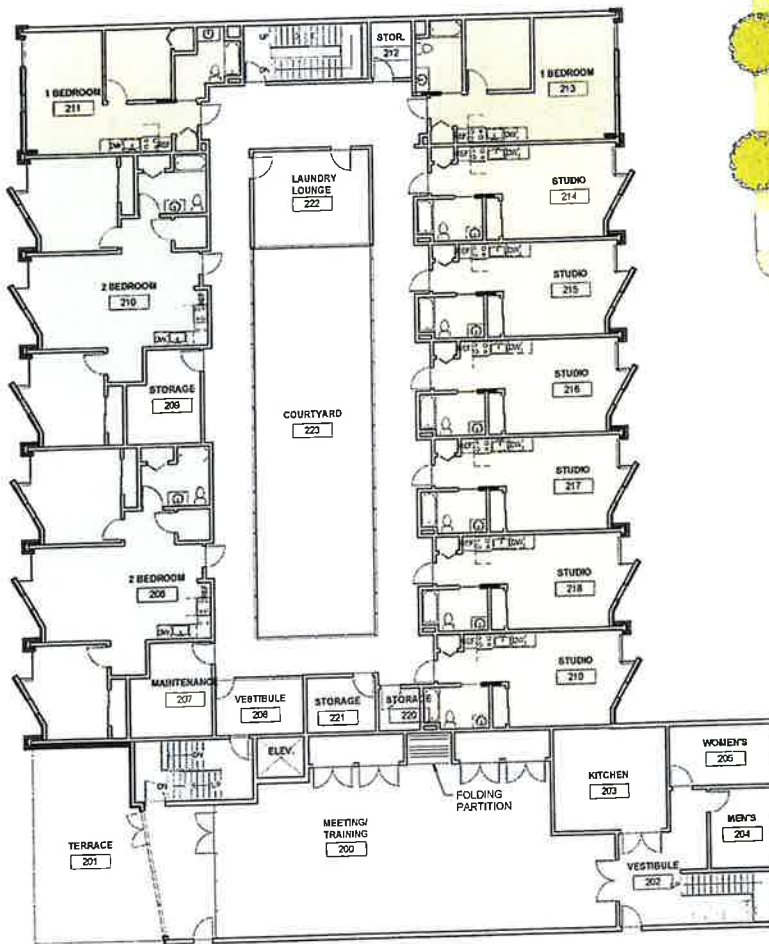
CITY OF *Salem*
AT YOUR SERVICE
**ANDERSON SHIRLEY
ARCHITECTS INC.**

Learn More!

Scan this QR code to learn more about the **mission** of Center for Hope & Safety, and our **vision** for HOPE Plaza.



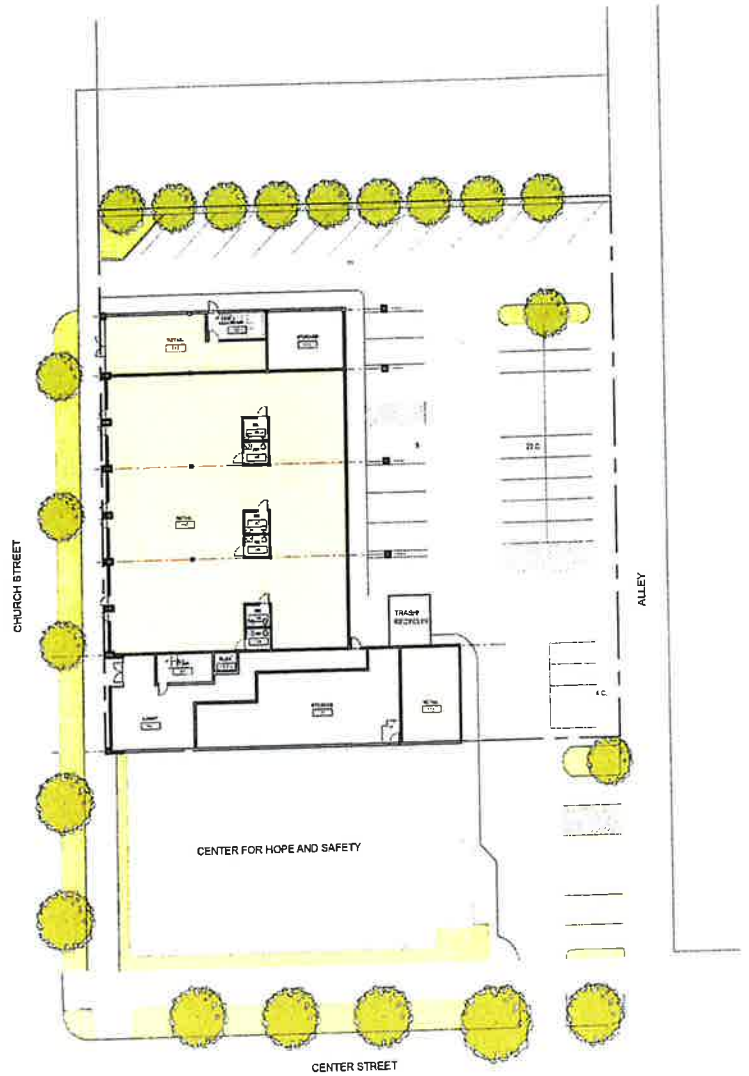
Or visit our website at www.hopeandsafety.org



CENTER FOR HOPE AND SAFETY

Two floors of housing units for survivors and their families.

SECOND FLOOR
SCALE: 1/8" = 1'-0"



FIRST FLOOR
SCALE: 1/8" = 1'-0"

Building a Better Future!

With the additional support of:



MARION POLK
FOOD SHARE



SOURCES OF FUNDS

HOPE Plaza

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PROJECT ASSUMPTIONS

% Commercial	50.00%
Anticipated Year of Sale	40
Cap Rate at Sale	10.00%
Cost of Sale	0%
Tax Rate at Sale	35%

LIHTC ASSUMPTIONS

Project Type (1=acq/rehab, 2=bond, 3=new constr.)	3
LIHTC Occupancy Percentage	100%
Bldg. Acquisition Eligible 1=yes, 0=no	0

INVESTMENT ASSUMPTIONS

Investor Tax Rate	0%
Investor Ownership	99.99%
Basis for Equity (1=Sale Rate, 2=IRR, 3=\$Amt.)	1
1. LIHTC Sale Rate	\$0.00
2. Expected Internal Rate of Return (IRR)	0.00%
3. Equity Investment Committed	\$0

HISTORIC REHAB. ASSUMPTIONS

Historic Rehabilitation 1=yes, 0=no	0
Historic RTC Equity Rate	\$0.92

LIHTC 4% Rate	3.56%
LIHTC 9% Rate	8.15%
LIHTC Bonus Area 1=yes, 0=no	0

EQUITY ATTRACTED

Equity Attracted Based on Sale Rate	\$0
Equity Attracted Based on IRR	\$4,425,419
Equity Attracted Based on Dollar Amount	\$0

DEBT ATTRACTION CALCULATION

	Requirements	Loan Amt.
Debt Coverage Ratio	0.00 n/a	\$0
Loan to Value Ratio	0% n/a	\$0
Capitalization Rate	0.00%	
Stabilized NOI	\$18,088	
Fair Market Value	\$0	
Loan Amount, 1=\$Amt., 2=DCR, 3=DCR and LVR	1 n/a	
Bank Loan Committed	\$0 n/a	
Loan Amount Based on DCR	\$0	
Loan Amount Based on DCR and LVR	\$0	

PROPOSED PERMANENT FINANCING

	Amount	Rate	Amortization	Term	Pymts. Begin	Source
BANK	0	0.00%	0	30		NO LOANS
Amortizing Loan	0	0.00%	0	0		n/a
Amortizing Loan	0	0.00%	0	0		n/a
Interest Only Loan	0	0.00%		0	0	n/a
Interest Only Loan	0	0.00%		0	0	n/a
Deferred Loan	0	0.00%	0	0	1	n/a
Deferred Loan	0	0.00%	0	0	1	n/a
Developer Loan	0	0.00%	0	0	1	n/a
Cash Flow Loan	0	0.00%	0	0	40.00% % of CF	n/a
TOTAL LOANS	0					
Grant - Non Basis	11,078,922	see details below				
Grant - Other	3,198,064	see details below				
TOTAL GRANTS	14,276,986					
EQUITY	0					
TOTAL SOURCES	14,276,986					

TOTAL DEV. COST	14,276,986
- TOTAL SOURCES	14,276,986
GAP	0
CASH FLOW	1
	2
	3
	4
	5
	-5,328
	18,958
	19,843
	20,744
	21,661
ACTUAL IRR	0.00%

FUNDING SOURCES

Grant - Non Basis		Grant - Other	
11,078,922		3,198,064	
SECURED		SECURED	
OR DAS: Oregon State Lottery Bonds	7,500,000	Community Donations to date	1,206,461
HUD (TBD): Federal App - US Senators Merkley and Wyden	2,000,000	Duncan Construction Services (donated)	250,000
CDBG 2018: City of Salem	107,322	Donated Services (Architectural, Legal, Engineering, etc)	52,381
CDBG 2021: City of Salem	300,000	Charla Richards Krietzberg Charitable Trust	265,000
CDBG 2022: City of Salem	50,000	Marie Lamfrom Foundation	100,000
HOME-ARP 2021: City of Salem	250,000	Maps Community Foundation	50,000
UWMWV: ARPA directed funds - Senator Patterson	500,000	Spirit Mountain Community Fund	100,000
UWMWV: ARPA directed funds - Representative Moore-Green	100,000	Oregon Community Foundation	50,000
Business Oregon	21,600	CHS Cash Reserves <i>*available, but expected to be offset by additional in-kind donations, room sponsorships, and grants</i>	1,124,222
CDBG: Marion County	250,000		

TAX & APPRECIATION BENEFITS

HOPE Plaza

white space indicates data entry

LIHTC	Acquisition and Rehab.	Tax Exempt Bond	Rehab./New No Acq.
Rehab./New Construction	13,426,986	13,426,986	13,426,986
- % Commercial	6,713,493	6,713,493	6,713,493
- RTC (Housing only)	0	0	0
- Grants	3,198,064	3,198,064	3,198,064
= Rehab/Const. Basis	3,515,429	3,515,429	3,515,429
x Credit Rate	8.15%	3.56%	8.15%
x Bonus Area	100%	100%	100%
= Annual Rehab/Const Credit	286,507	125,149	286,507
Acquisition	0	0	
x Credit Rate	3.56%	3.56%	
= Annual Acq. Credit	0	0	
Annual Credit	286,507	125,149	286,507
x % Low Income	100%	100%	100%
Amount of Credit/Year	286,507	125,149	286,507

Annual LIHTC	286,507
10 Year LIH Tax Credit	2,865,075
Equity	0
x % Ownership	99.99%
Partnership Equity	0
TOTAL EQUITY LIHTC	0

CALCULATION OF HISTORIC TAX CREDIT

Eligible Costs	0
- Non RTC Basis Items	0
Historic Basis	0
Historic Rate	20%
Historic Tax Credit	0
x % Ownership	99.99%
Historic RTC Equity Rate	\$0.92
Equity Raised by RTC	0

DEPRECIABLE BASIS

Depreciable Expenses	13,426,986
- Amount of Historic RTC	0
Adjusted Depreciable Basis	12,896,379
Commercial Basis (39 yrs)	12,896,379
Residential Basis (27.5yrs)	0
Other Depreciable	530,607
Depreciation Per Year	436,798

NET SALE PROCEEDS

Sale Price	665,365
- Cost of Sale	0
- Existing Debt	0
- Tax Due	-64,622
Net Sale Proceeds	0

Capital Gain

Sale Price	665,365
- Cost of Sale	0
- Adjusted Basis	-850,000
Capital Gain	-184,635

Adjusted Basis

Original Project Cost	14,276,986
- Sum Depreciation	13,426,986
- Sum Amortization	0
- RTC	0
Adjusted Basis	850,000

Tax on Gain

Capital Gain	-184,635
x Tax Rate	35%
Tax	-64,622

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 governmentwide 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 §200.5XX (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 41U.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 on 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 170(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 CDBG 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:	Center for Hope & Safety
(ii) Unique Entity ID #:	JP1HVU2F8BG1
(iii) Federal Award Identification Number (FAIN):	117825696
(iv) Federal Award Date:	7/1/2021
(v) Subaward Period of Performance (Start & End Date):	July 1, 2021-September 1, 2028
(vi) Federal Funding Obligation	
a) Total Amount of Federal Funds Obligated by this Agreement:	\$250,000
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	\$250,000
(vii) Federal Award Project Description:	
(viii) Identify the following:	
a) Federal awarding agency	U.S. Housing and Urban Development
b) Pass-Through Entity,	Marion County
c) Contact info for awarding official:	Board of Commissioners
(ix) Identify Program Information	
a) Catalog of Federal Domestic Assistance (CFDA) #:	14.214
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)	
<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 N/A.</i>	
<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)(5). 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>	

Federal Funding Accountability and Transparency Act (FFATA) Certification*

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.

Print Name of Authorized Representative

Print Title of Authorized Representative

Signature of Authorized Representative

Date

Federal Funding Accountability and Transparency Act (FFATA) Certification*

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 CFR 229.402(c)(2).

**Organizations that receive first tier subawards or subcontracts >\$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.*

Exhibit E

CDBG Program Funding Terms and Period of Compliance

Federal CDBG regulations do not stipulate period of compliance when funds from this source are invested in eligible projects beyond five years if more than \$25,000 is granted. The County's practice, however, is to require a minimum 50-year period of compliance for all grants. New facilities will be required to meet a minimum compliance period of 50 years. Where a grant has been provided, the amount that would have to be repaid to Marion County if terms of compliance are not met for the full compliance period, plus the County's proportionate share of any shared appreciation prior to the expiration of the terms under the Promissory Note and Trust Deed. Thus, for a 50-year period of compliance, the amount that would be repaid to HUD due to noncompliance is the full grant amount, as well as the County's proportionate share of the shared appreciation at the time the facility is sold or no longer being used for the purposed agreed upon in the grant agreement.

Trust Deed and Promissory Note Agreement

Any sponsor who acquires real property, constructs, or rehabilitates a facility, in whole or in part, with Community Development Block Grant funds shall enter into a Trust Deed and Promissory Note with the County. (Infrastructure and Public Service projects in most cases will only need to execute a Promissory Note). The Trust Deed and Promissory Note establishes a landlord/tenant relationship between the sponsor and the county; it guarantees that the sponsor will operate the facility to meet a national objective of the CDBG program during a pre-determined period of time; and it imposes conditions which the county determines are necessary to protect the County's CDBG investment. Following execution, Marion County will have the Trust Deed recorded, at sponsor's expense, and return a copy of both documents to the sponsor.

When both a Promissory Note and Trust Deed is necessary, you must provide Marion County with a copy of the deed and property description. The following policies apply:

- The County will require the sponsor to execute a Trust Deed and Promissory Note, or other legal document in the form of the County's choice, to secure the County's total projected CDBG contribution for real property acquisition and any improvements to be added to the property. Upon completion of any improvements, or at such time designated by the County, the aforementioned documents may be amended, as necessary, to reflect any change that may have occurred to the initial project budget as a result of change orders, contingency funding, etc.
- All sponsors must execute a Promissory Note and Trust Deed, where applicable, to secure the County's CDBG contribution towards acquisition within sixty (60) days following their transmittal to the sponsor by the County.
- The term of the Trust Deed and Promissory Note shall be twenty (20) years for new construction; fifty (50) years for acquisition or substantial rehabilitation of a facility or improvement; or five (5) years following the date that Marion County is no longer an urban entitlement recipient;
- The County reserves the right to receive a proportionate share in the appreciation of the facility in the event that the facility is no longer used for the intended purpose and duration as described in the term of the Promissory Note and Trust Deed. The percentage of that shared appreciation is decided on the total amount of CDBG investment, divided by the

sum of the current fair market value of the property and both the CDBG and Sponsor's contribution of the project. This calculation and percentage of proportionate share is described in the Promissory Note.

- The County shall, at the expiration if the term of the Trust Deed and Promissory Note, convey to the sponsor all the County's interest in the property.

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. 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 will 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 for 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.

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 insure 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 will 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.

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.

Section 504

HUD's regulations implementing 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 a program or service that affords the same opportunity to benefit as afforded others.

- Providing different or separate housing, aid, benefits, or services on the basis of disability unless providing such is necessary to provide housing or benefits that are as effective as that provide to persons without disabilities.
- Providing significant assistance to an agency, organization or person that discriminates on the basis of 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 of that buyer or renter or another prospective tenant.
- 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 on the basis of disability. (24 CFR 8.10-8.13)
- Ensure that all non-housing programs are operated in a manner that does not discriminate on the basis of 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 on the basis of 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, home owners, real estate agents, mortgage brokers lenders, banks and others to discriminate against anyone on the basis of:

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

State Protected Classes Include:

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

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; and

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

- 1) An accessible route into and through the covered (accessible) 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; and
- 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 b) 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.

CDBG applicants/recipients should alert their architects that the provisions of Section 504, the Fair Housing Act, and/or 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.

Exhibit H

Community Development Block Grant (CDBG) Monitoring Procedure

The procedures outlined in this exhibit are designed specifically to monitoring of Community Development Block Grant (CDBG) funds from Marion County CDBG program.

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

The specific categories of eligible activities under which an activity may be carried out by a program participant using CDBG funds are found at 24 CFR 570.201 through 24 570.206. The criteria for determining whether an activity addresses one or more of the three national objectives are found at 24 CFR 570.208.

Documentation

As described in the CDBG regulations at 24 CFR 570.200(a), 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(a) and (c) for eligibility and at 24 CFR 570.506(b) for national objectives.

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 Development Division 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 Development Division staff must be alert for 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 Development Division staff will conduct monitoring when projects are complete, with a few exceptions. The Community Development Division 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 Development Division 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 OCD 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 Development Division staff may decide to monitor a Sponsor more often as needed. The Community Development Division 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 last 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 Development Division 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 Community Development Division staff at the visit. In preparation for this visit, the agency should review the Monitoring Checklist to ensure records are ready for OCD staff's review. The Community Development Division 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 Development Division 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 Development Division 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.