MID-WILLAMETTE VALLEY HOMELESS ALLIANCE
BOARD OF DIRECTORS

	Organization (in alpha order)	Delegate	Role
VOTING MEMBERS	Backbone Youth Action Board (YAB)*	River Woods	YAB Chair
	City of Independence	Shannon Corr	City Councilor
	City of Keizer	Soraida Cross	City Councilor
	City of Monmouth	Christopher Lopez	City Councilor
	City of Salem	Julie Hoy	Mayor
	City of Salem	Shane Matthews	City Councilor
	City of Woodburn	Scott Derickson	City Administrator
	CoC Collaborative Committee*	David Zepeda	Subject Matter Expert
	CoC Collaborative Committee*	Vacant	Vacant
	Confederated Tribes of Grand Ronde	Lisa Leno	Tribal Council Member
	Law Enforcement Assisted Diversion*	Renee Pfeffer	LEAD Navigator
	Marion County	Danielle Bethell	Commissioner
	PacificSource Community Solutions	Zaira Flores Marin	Director, Marion & Polk Counties CCO
	Polk County	Jeremy Gordon, *Chair*	Commissioner
	Salem Health	Tricia Frizell	Director, Community Outreach
	Salem-Keizer School District 24J	Andrea Castañeda	Superintendent
	Union Gospel Mission	Vacant	Vacant
	Northwest Human Services	Kim Leathley	Chief Executive Officer
	Willamette Health Council	Josie Silverman-Méndez	Deputy Director
EX OFFICIO (NON-VOTING) MEMBERS	CoC Collaborative Committee	Christine Sommer	Co-Chair
	CoC Collaborative Committee	Brenda Newey	Co-Chair
	Marion County Housing Authority	Jason Icenbice	Executive Director
	Mid-Willamette Valley Community Action Agency	Ashley Hamilton	Deputy Executive Director
	Polk County Veteran Services	Eric Enderle	Veteran Services Officer
	Salem Housing Authority	Nicole Utz	Housing Administrator
	West Valley Housing Authority	Christian Edelblute	Executive Director

** Representing individuals who are homeless or formerly homeless*

ORS 190 ENTITY BOARD OF DIRECTORS

Organization (in alpha order)	Delegate	Elected or Staff Role
City of Independence	Shannon Corr	City Councilor
City of Keizer	Soraida Cross	City Councilor
City of Monmouth	Christopher Lopez	City Councilor
City of Salem	Julie Hoy	Mayor
Confederated Tribes of Grand Ronde	Lisa Leno	Tribal Council Member
Marion County	Danielle Bethell	Commissioner
Polk County	Jeremy Gordon, *President*	Commissioner
Salem-Keizer School District 24J	Andrea Castañeda	Superintendent

Last update – May 7, 2025

Agenda

Joint Meeting of:

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE (MWVHA) BOARD OF DIRECTORS; ORS 190 ENTITY BOARD OF DIRECTORS

Meeting Location(s):
September 11, 2025
Mid-Willamette Valley Council of Government
100 High St SE, Salem, OR 97301
And
Via teleconference (Zoom - **Page 4**)

1. (3:00) WELCOME — CHAIR GORDON

Chairman will open the meeting and confirm that Oregon Public Meeting Law notice requirements have been met.

Virtual Participants: Please enter your name and organization into the chat.

ALLIANCE ACTION

2. (3:05) ALLIANCE BOARD CONSENT AGENDA — CHAIR GORDON

ACTION: Vote to approve or deny the following:

a. Agenda
b. August 14, 2025 Joint MWVHA BOD-ORS190 Entity Meeting Minutes (**Pages 6-16**)
c. Accept the resignation of Evelyn Nahoi and Theo Garrison from the Youth Action Board committee.

Any consent item may be considered as a separate action item at the request of any board member

ORS 190 ACTION

3. (3:10) ORS 190 ENTITY BOARD CONSENT AGENDA — CHAIR GORDON

ACTION: Vote to approve or deny the following LTRA-5511 grant corrections

a. Shangri-La (correction) (**Pages 18-20**); and
b. Sable House (correction) (**Pages 22-25**)

Any consent item may be considered as a separate action item at the request of any board member

4. (3:15) PUBLIC COMMENT — CHAIR GORDON

ALLIANCE BUSINESS/ACTIONS

5. (3:20) CHARTER UPDATE — CHAIR GORDON

Chair Gordon will provide an update regarding the City of Woodburn's withdrawal of interest in joining the Board of Directors.

ACTION: Board will vote to approve or deny the removal of the City of Woodburn from the Mid-Willamette Valley Homeless Alliance Governance Charter.

6. (3:25) PUBLIC OFFICIAL LIABILITY INSURANCE — MISTY BOLGER

Bolger will seek approval of the Public Officials Liability and Employment Practices Liability Insurance Declarations from the board. (**Pages 26-67**)

ACTION: Vote to approve or deny the Public Official Liability Insurance.

7. (3:35) SUBGRANTEE INVOICING POLICIES — MISTY BOLGER

Bolger will present the following subgrantee policies for review and approval:

Subgrantee Monitoring Policy (**Pages 68-69**);
Subgrantee External Invoicing Policy (**Pages 70-71**); and
Subgrantee Code of Conduct (**Pages 72-73**)

ACTION: Vote to approve or deny the Subgrantee Invoicing (External), Monitoring, and Code of Conduct policies.

8. (3:55) COMMITTEE RECRUITMENT — MISTY BOLGER

Bolger will provide an update on current vacancies and upcoming needs for both the Finance Committee and the Board of Directors.

ACTION: Vote to approve or deny the MWVHA Board of Directors Recruitment Plan (**Pages 74-78**)

9. (4:05) NOFO IMPLEMENTATION PLAN — MISTY BOLGER

Bogler will present a preliminary Notice of Funding Opportunity (NOFO) Implementation Plan (**Pages 79-82**)

10. (4:15) CHIP STRATEGIES — MISTY BOLGER

Bolger will present strategies for CHIP to the board (**Pages 83-84**)

ALLIANCE-ORS 190 UPDATES

11. (4:25) DIRECTOR'S REPORT — MISTY BOLGER

Bolger will provide updates on NOFO planning, OHCS funding, subgrantee compliance, new invoice/monitoring procedures, financial reports, and upcoming trainings. (**Page 85**)

12. (4:50)JURISDICTION/ORGANIZATION UPDATES — ALL

13. (4:55) OTHER BUSINESS — ALL

EXECUTIVE SESSION

14. (4:35) ENTER EXECUTIVE SESION — CHAIR GORDON

Pursuant to ORS 192.660(2)(i), the MWVHA Board of Directors and ORS 190 Entity will meet in executive session to conduct the performance evaluation of the Executive Director, Misty Bolger, if she does not request an open meeting.

No final action will be taken in executive session. Any public business requiring a vote will occur in open session thereafter.

Executive sessions are not open to the public. However, representatives of the news media may attend pursuant to ORS 192.660(4), with the understanding that confidential information discussed in the session shall not be disclosed.

(4:55)EXIT EXECUTIVE SESSION — PRESENTER

Staff members will send email to attendees, informing them that the MWVHA Board of Directors and ORS 190 Entity meeting has reconvened.

ALLIANCE-ORS 190 UPDATES

15. (4:55)ADJOURNMENT — CHAIR GORDON

Supplemental information:

Finance Reports (**Pages 86 - 91**)
Staff Reports (**Pages 92-95**)
2025 Board and Executive Meeting Schedule (**Page 96**)
Contractor timesheets and invoices (**Pages 97-102**)

Virtual Meeting Information:

Zoom Link: https://wesd.zoom.us/j/95458332303?pwd=bk7d9HC6q2aIWtydTcho84DrC5nsPX.1
Meeting ID: 954 5833 2303
Passcode: 673610

One tap mobile
+16694449171,,95458332303#,,,,*673610# US

+16699006833,,95458332303#,,,,*673610# US (San Jose)

Staff Contacts:

Board member inquiries:
Misty Bolger – 503.540.1620, misty.bolger@mwvhomelessalliance.org

General questions or difficulties connecting:
Cassie Bay – 503.540.1627, cassandra.bay@mwvhomelessalliance.org

The Mid-Willamette Valley Homeless Alliance is pleased to comply with the Americans with Disabilities Act (ADA). If you need special accommodations to attend this meeting, please contact MWVHA at (503) 540-1627 at least 48 hours prior to the meeting. Hearing impaired, please call Oregon Telecommunications Relay Service, 7-1-1

Joint Meeting Minutes of:

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE (MWVHA) BOARD OF DIRECTORS;
ORS 190 ENTITY BOARD OF DIRECTORS

Meeting Location(s):
August 14, 2025
Mid-Willamette Valley Council of Government
100 High St SE, Salem, OR 97301
And
Via teleconference (Zoom)

MWVHA BOARD

MEMBERS PRESENT

Chair, Polk County, Commissioner, Jeremy Gordon
Vice Chair, Marion County, Commissioner, Danielle Bethell
City of Independence, City Councilor, Shannon Corr
City of Keizer, City Councilor, Soraida Cross
City of Monmouth, City Councilor, Christopher Lopez
CoC Collaborative Committee, Co-Chair, Christine Sommer
CoC Collaborative Committee, Co-Chair, Brenda Newey
CoC Collaborative Committee, Subject Matter Expert, David Zepeda
Confederated Tribes of Grand Ronde, Tribal Council Member, Lisa Leno
Marion County Housing Authority, Alt. Christine Sommer
Mid-Willamette Valley Community Action Agency, Executive Director, Ashley Hamilton
Northwest Human Services, Executive Director, Kim Leathley
PacificSource, Director, Marion & Polk CCO, Zaira Flores Marin
Salem Health, Director, Community Outreach, Tricia Frizzell
Salem Housing Authority, Housing Administrator, Nicole Utz
Salem-Keizer School District 24J, Superintendent, Andrea Castañeda
Willamette Health Council, Deputy Director, Josie Silverman-Méndez

MEMBERS ABSENT

City of Salem, City Councilor, Shane Matthews
City of Salem, Mayor, Julie Hoy
Law Enforcement Assisted Diversion, LEAD Navigator, Renee Pfeffer
Marion County Housing Authority, Executive Director, Jason Icenbice
Polk County Veteran Services, Veteran Services Officer, Eric Enderle
Union Gospel Mission, Executive Director, Dan Clem
West Valley Housing Authority, Executive Director, Christian Edelblute
Youth Action Board, Chair, River Woods

ORS 190 ENTITY BOARD

MEMBERS PRESENT

Chair, Polk County, Commissioner, Jeremy Gordon
Vice Chair, Marion County, Commissioner, Danielle Bethell
City of Independence, City Councilor, Shannon Corr
City of Keizer, City Councilor, Soraida Cross
City of Monmouth, City Councilor, Christopher Lopez
Confederated Tribes of Grand Ronde, Tribal Council Member, Lisa Leno

MEMBERS ABSENT

City of Salem, Mayor, Julie Hoy
Salem-Keizer School District 24J, Superintendent, Andrea Castañeda

STAFF AND GUESTS PRESENT

MWVHA, Executive Director, Misty Bolger
Curandi, Chris Barber
League of Women Voters of Marion & Polk County, Cheryl Gribskov
MWVHA, Admin & Comm Support, Cassie Bay
MWVHA, Health & Homeless Systems Liaison, Emily Mewbourn
Uniting Efforts, Amber Brady

WECOME

Chair Gordon called the joint meeting to order at 3:05 p.m.. The presence of a quorum for the MWVHA and ORS 190 Board was noted and it was confirmed that Oregon Public Meeting Law requirements had been met with the notice posted on the website and mailed to members, media and interested parties a week prior to the meeting.

ALLIANCE BOARD CONSENT AGENDA

CONSENT AGENDA ITEMS

a) Agenda;
b) July 10, 2025 Joint MWVHA BOD-ORS190 Entity Meeting Minutes;
c) April 10, 2025 Joint MWVHA BOD-ORS190 Entity Meeting Minutes (scrivener's error); and
d) Appoint Zaira Flores Marin (Pacific Source), Josie Silverman-Meñdez (Willamette Health Council), Councilor, Shannon Corr (City of Independence), Commissioner, Jeremy Gordon (Polk County), Tricia Frizzel (Salem Health), Mayor, Cathy Clark (City of Keizer), Collaborative Committee Co-Chair, Brenda Newey (Union Gospel Mission – Simonka Place) to the MWVHA Governance Charter Review Team.

MOTION TO APPROVE MWVHA CONSENT AGENDA ITEMS BY: **BETHELL**

Seconded by: Corr
In favor: Gordon, Bethell, Corr, Cross Lopez, Zepeda, Leno, Leathley, Marin, Frizzell, Castañeda & Silverman-Méndez
Opposed: None
Abstentions: None

ORS 190 CONSENT AGENDA

Councilor Lopez requested that items A and B be considered separately from the rest of the ORS190 Entity Consent Agenda.

a. MWVCAA_LTRA_5511_HousingVoucherAdministration_Grant;
b. MWVCAA_LTRA_5511_SSO_Grant;
c. Sable_House_LTRA_5511_SSO_Grant;
d. Shangri-La_LTRA_5511_SSO_Grant;
e. CHS_LTRA_5511_SSO_Grant;
f. HUD HMIS Grant (2024 NOFO); and
g. Ratification of employee health coverage contract renewal.

MOTION TO APPROVE MWVHA CONSENT AGENDA **C-G** ITEMS BY: **BETHELL**

Seconded by: Lopez
In favor: Gordon, Bethell, Corr, Lopez, Cross & Leno
Opposed: None
Abstentions: None

MOTION TO APPROVE MWVHA CONSENT AGENDA **A-B** ITEMS BY: **BETHELL**

Seconded by: Leno
In favor: Gordon, Bethell, Corr, Cross & Leno
Opposed: None
Abstentions: Lopez (MWVCAA Employee)

PUBLIC COMMENT

David Zepeda and Amber spoke on behalf of lived experience voices. David noted that having their statement included on the agenda was a significant achievement for lived experience representation. They announced they are conducting board recruitment for Uniting Efforts, Inc. to help launch solutions for displacement and will be sending information to the Collaborative Committee.

Commissioner Gordon acknowledged their input and the importance of keeping the Alliance's work connected to its human purpose, offering to discuss strategies for more substantive participation.

ALLIANCE BUSINESS

COMMUNICATIONS UPDATE

DISCUSSION

Bolger presented the new logo design for the Alliance. The design features a heart with two shades of green representing Marion and Polk Counties, and a doorway symbolizing welcome into safe, supportive housing. The logo emphasizes that there is "no wrong door" for seeking services across the continuum of care.

Flores Marin suggested ensuring the logo would print well in grayscale and recommended considering making the mountain shape above the door look more like a house to tie it more closely to the mission. Tricia requested a grayscale version for printing needs.

Bolger then demonstrated the new website, explaining it would maintain the same information but in a more accessible format. The site will feature the mission, vision, and values prominently, with sections for calendars, committee work groups, and organized documents. The website will be updatable by Alliance staff to keep information current.

MOTION TO APPROVE MOVING FORWARD WITH THE LOGO AND WEBSITE AS DISCUSSED BY: **BETHELL**

Seconded by: Leno
In favor: Gordon, Bethell, Corr, Lopez, Zepeda, Leno, Leathley, Marin, Frizzell, Castañeda & Silverman-Méndez
Opposed: None
Abstentions: None

STATE & FEDERAL FUNDING UPDATE

DISCUSSION

Bolger presented a policy to retain 1% of the federal NOFO grant awards for administrative capacity and grant management. She explained that while the board had approved this concept in 2021 and formalized it in the charter in April 2022, a formal process for assessment had not been implemented. The 1% was collected in 2023 but not in 2024, resulting in a loss of $32,000 in administrative funding.

The proposed process would involve sending invoices to agencies awarded COC funds on November 1st each year, similar to the current membership invoicing process. Agencies with concerns could submit grievances in writing to be reviewed by the board. For the current year, $37,000 would be assessed and allocated to computer support, HR, youth stipends, travel and training, subscriptions, office supplies, and rent.

Flores Marin questioned why the 1% couldn't be deducted upfront rather than invoiced later. Bolger explained that HUD contracts directly with agencies, not through the Alliance. Danielle asked Bolger to explain the COC's involvement in the NOFO process. Bolger explained that the

Alliance acts as the collaborative applicant, managing the grant application process, reviews, reporting to HUD, and overseeing HMIS and Coordinated Entry requirements.

Silverman-Méndez emphasized the importance of advertising this assessment during the annual NOFO process so organizations could budget accordingly.

MOTION TO APPROVE RETENTION OF 1% OF FEDERAL NOFO GRAND AWARDS FOR ADMINISTRATIVE CAPACITY AND GRANT MANAGEMENT BY: **BETHELL**

Seconded by: Corr
In favor: Gordon, Bethell, Corr, Lopez, Zepeda, Leno, Leathley, Marin, Frizzell, Castañeda & Silverman-Méndez
Opposed: None
Abstentions: None

HEALTH & SAFETY RFP – ENVIRONMENTAL SCAN

DISCUSSION

Chair Gordon requested moving this item up to be included in Alliance actions in the agenda, and the board unanimously consented to this change.

Bolger presented the Health and Safety RFP for an environmental scan, funded by a $1 million grant from the Willamette Health Council. The scan aims to identify gaps in coordination between health, housing, and homeless services in Marion and Polk counties. Unlike previous gap analyses, this project includes funding to implement actionable changes based on the findings.

The RFP would be released on September 2, 2025, with proposals due September 19. A consultant would be selected by October 11, with a kickoff meeting in November. The environmental scan would be conducted between December 2025 and February 2026, with a draft report due in March 2026.

Commissioner Gordon noted that while the timeline wouldn't allow findings to inform the upcoming NOFO application, it could potentially inform the House Bill 3644 regional coordinator application.

Bolger confirmed the scan would meet HUD's requirement for an annual gaps analysis, saving the Alliance additional funds.

David and Amber expressed interest in being part of the review committee and working with the consultant on innovative ideas.

Flores Marin made several suggestions:

1. Connect findings with the Community Health Improvement Plan (CHIP)
2. Consider incorporating data available from Pacific Source
3. Add criteria evaluating consultants' ability to work with diverse populations including youth and people with disabilities

4. Include cost analysis for any proposed priorities
5. Have the consultant present findings to the Willamette Health Council board

Silverman-Méndez confirmed that approximately $25,000-30,000 was budgeted for the consultant, with remaining grant funds allocated to implement recommendations. The RFP scoring criteria includes 30% weight for actionable recommendations.

MOTION TO APPROVE HEALTH & SAFETY RFP FOR PUBLIC POSTING AS DISCUSSED BY: **CORR**

Seconded by: Flores Marin
In favor: Gordon, Bethell, Corr, Lopez, Zepeda, Leno, Leathley, Marin, Frizzell, Castañeda & Silverman-Méndez
Opposed: None
Abstentions: Silverman Meñdez (Health & Safety Committee Co-Chair)

ORS 190 BUSINESS/ACTIONS

WOODBURN INTERGOVERNMENTAL AGREEMENT UPDATE

This item was tabled due to lack of quorum for the ORS 190 Entity. Six members are required for a three-fourths vote, but only five were present.

ALLIANCE-ORS190 ENTITY UPDATES

DIRECTORS REPORT

NOFO Planning: The team is preparing for the HUD Notice of Funding Opportunity expected by late August or mid-September. They're following guidance from the National Alliance on Homelessness regarding potential language changes, including a possible sobriety component.

OHCS Funding: Meetings with OHCS to discuss allocation for the COC have been delayed. The Alliance is collecting information from providers about the impact of funding delays to compile a letter to OHCS highlighting the effects on services and staffing.

Contract and Policy Changes: The Alliance received its monitoring report for 2023-24 and is scheduled for 2024-25 monitoring in January. The monitoring identified areas needing improved documentation. Bolger is working with subgrantees to address these findings and will present updated financial policies, invoicing procedures, and contract language at the next board meeting.

2026 Point-in-Time Count: While HUD only requires an unsheltered count every other year, the Alliance had hoped to conduct one for data continuity. Given current staffing limitations, Bolger is exploring options and will present several approaches with cost analyses at a future work session.

Staffing and Workflow: With the Alliance down two staff positions and no longer contracting out services, the team is reassessing capacity and statutory requirements. They're moving away from siloed approaches to more collaborative work. Some committees may shift to meeting every other month instead of monthly to manage staff capacity.

Commissioner Gordon suggested that if providers don't respond quickly enough about the funding delay impacts, the board could speak on their behalf since many are floating services in anticipation of state funding.

JURISDICTIONAL UPDATES

Commissioner Bethell announced:

- A ribbon cutting for Discovery Academy and 4D Recovery youth substance use treatment center on August 28th at 12:00 PM at the old state police building on North Portland Road.
- A new partner from Washington called Recovery Village Salem coming to the community to provide wraparound supported services for adults with substance use issues.

Councilor Core expressed concern about layoffs at the Polk County Family Service Center and asked about potential impacts. Commissioner Gordon responded that he believed only one position was affected with no further layoffs planned or service reductions anticipated.

Commissioner Gordon announced a ribbon cutting for Carson Commons on August 27th at 1:00 PM, featuring 20 units of low-income housing with 9 units set aside for young adults exiting foster care. Chris Patterson, a regional HUD administrator, would be speaking.

Commissioner Bethell highlighted two affordable housing projects in Salem seeking funding through the Oregon Housing Stability Council in September. He urged board members to write letters of support for these projects and noted the need for the Alliance to advocate more strongly for housing development resources.

Tribal Councilor Leno invited everyone to the Grand Ronde annual contest powwow that weekend and announced a Family Night Out event on August 22nd at 4:00 PM featuring free resources, rides, games, and food for families.

Nicole Utz from Salem Housing Authority raised concerns about the growing gap in coordinated entry assessments, noting that law enforcement frequently contacts her seeking help with assessments.

Commissioner Gordon announced the upcoming opening of the Polk Care Center for walk-in substance use disorder and mental health services, scheduled for October 1st.

ZOOM CHAT MESSAGES

00:31:51	Danielle Bethell, Commissioner (Marion):	Danielle Bethell, Marion County Commissioner

00:32:18 Christine Sommer/ MCHA: Christine Sommer/Marion County Housing Authority

00:32:32 Danielle Bethell, Commissioner (Marion): Replying to "Christine Sommer/MCH..."

😳 Marion County Housing Authority..

00:32:41 Brenda: Brenda Newey UGM Simonka Place

00:32:48 Christine Sommer/ MCHA: Reacted to "😳 Marion County..." with 👍

00:33:02 Danielle Bethell, Commissioner (Marion): Reacted to "Brenda Newey UGM Sim..." with ❤️

00:33:43 Kim Leathley, NWHS: Kim Leathley, CEO, Northwest Human Services

00:34:15 Josie Silverman-Mendez (she/her), Willamette Health Council: Josie Silverman-Mendez, Willamette Health Council

00:34:26 Nicole Utz, Salem Housing Authority: Nicole Utz, Salem Housing Authority

00:36:00 Tricia Frizzell:Tricia Frizzell - Salem Health

00:37:07 Jeremy Gordon: Jeremy Gordon, Polk County Commissioner

00:37:10 ChrisBarber: Chris Barber, Curandi

00:37:13 Shannon Corr, Independence: Shannon Corr, City of Independence.

00:37:16 Zaira Flores Marin: Zaira Flores Marin, CCO director, PacificSource Community Solutions

00:37:17 Christopher Lopez (he/him): Christopher Lopez, City Councilor, Monmouth

00:37:25 Lisa Leno: lisa leno crgr

00:37:53 Amber / Uniting Efforts: David Zepeda & Amver Brady Subject Matter Experts! Sorry for the delay and technical challenges...

00:45:58 Danielle Bethell, Commissioner (Marion): Great SEEING you both, David and Amber!

00:46:04 Shannon Corr, Independence: Thank you David & Amber. I too have concerns about an admin focus and feel somewhat unfulfilled after every meeting,

00:46:19 Jeremy Gordon: Reacted to "Thank you David & Am..." with ❤️

00:48:18 Shannon Corr, Independence: Love the logo. Website looks great too.

00:48:45 Amber / Uniting Efforts: Very Happy & Nervous to be here! Grateful for being heard! Thank you!

00:48:51 Jeremy Gordon: Reacted to "Very Happy & Nervous..." with ❤️

00:48:51 Kim Leathley, NWHS: Reacted to "Very Happy & Nervous..." with ❤️

00:49:02 Josie Silverman-Mendez (she/her), Willamette Health Council: Reacted to "Very Happy & Nervous..." with ❤️

00:49:04 Shannon Corr, Independence: Reacted to "Very Happy & Nervous..." with ❤️

00:49:26 Danielle Bethell, Commissioner (Marion): Replying to "Very Happy & Nervous..."

I'm sorry you're feeling nervous, you are among friends.

00:49:34 Jeremy Gordon: We're so grateful you are here!

00:49:53 Danielle Bethell, Commissioner (Marion): Reacted to "Love the logo. Websi..." with ❤️

00:49:56 Tricia Frizzell:can you make a grey scale or black/white version too? Might be helpful for printing like Zaira mentioned.

00:50:01 Danielle Bethell, Commissioner (Marion): Replying to "Love the logo. Websi..."

agreed!

00:50:12 Shannon Corr, Independence: Replying to "Very Happy & Nervous..."

You're why we're here. Keep us focused on what's important.

00:50:41 Zaira Flores Marin: Reacted to "Very Happy & Nervous..." with ❤️

00:51:23 Shannon Corr, Independence: Maybe move Job Openings to the far right

00:51:45 Kim Leathley, NWHS: Reacted to "Maybe move Job Openi..." with 👍

00:52:01 Zaira Flores Marin: suggest making the font bigger under "Uniting Communities..."

00:52:11 Kim Leathley, NWHS: Reacted to "suggest making the f..." with 👍

00:52:15 Misty Bolger: Reacted to "suggest making the f..." with 👍

00:52:17 Zaira Flores Marin: I love these colors, so much more welcoming and fresh

00:52:18 ashley.hamilton: Agreed, was just thinking that Zaira.

00:52:18 Amber / Uniting Efforts: Can we change Homelessness?

00:52:25 Shannon Corr, Independence: Reacted to "I love these colors,..." with 👍

00:52:39 Shannon Corr, Independence: Reacted to "Can we change Homele..." with 👍

00:54:08 Nicole Utz, Salem Housing Authority: Reacted to "I love these colors,..." with 👍

00:54:45 Shannon Corr, Independence: Replying to "Can we change Homele..."

I never liked that we're the MWV "Homeless" Alliance.

00:57:59 ashley.hamilton: BRB

01:02:31 Shannon Corr, Independence: Sorry you're having to work sick, Misty. Feel better.

01:03:32 Kim Leathley, NWHS: On the previous topic: As we consider changes to the language (our name and/or other language on the website), I recommend establishing clear evaluation criteria to guide our decision. As discussed, a key priority should be ensuring the language is trauma-informed, community-sensitive, and framed positively. Other important considerations might include clarity of communication, the administrative burden and cost of making the change, and any additional factors we identify along the way.

01:04:05 Tricia Frizzell:Reacted to "On the previous topi..." with 👍🏽

01:05:00 Danielle Bethell, Commissioner (Marion): Reacted to "On the previous topi..." with 👍

01:05:12 Josie Silverman-Mendez (she/her), Willamette Health Council: Reacted to "On the previous topi..." with 👍

01:05:35 Jeremy Gordon: Reacted to "On the previous topi..." with 👍

01:07:41 Shannon Corr, Independence: Reacted to "On the previous topi..." with 👍

01:07:48 Nicole Utz, Salem Housing Authority: Reacted to "On the previous topi..." with 👍

01:15:35 Josie Silverman-Mendez (she/her), Willamette Health Council: Are we thinking that new NOFO will drop this fall?

01:15:43 Danielle Bethell, Commissioner (Marion): Replying to "Are we thinking that..."

That's the HOPE!

01:15:48 Josie Silverman-Mendez (she/her), Willamette Health Council: Reacted to "That's the HOPE!" with 👍

01:17:40 Josie Silverman-Mendez (she/her), Willamette Health Council: It's our pleasure; we are really pleased with the progress since Emily has come onboard!

01:17:47 emily.mewbourn: Reacted to "It's our pleasure; w..." with ❤️

01:17:48 Danielle Bethell, Commissioner (Marion): Reacted to "It's our pleasure; w..." with ❤️

01:17:52 Tricia Frizzell:Reacted to "It's our pleasure; w..." with ❤️

01:19:14 Kim Leathley, NWHS: Reacted to "It's our pleasure; w..." with ❤️

01:21:49 Jeremy Gordon: Reacted to "Are we thinking that..." with 👍

01:21:55 Jeremy Gordon: Reacted to "It's our pleasure; w..." with ❤️

01:25:12 Kim Leathley, NWHS: @Zaira Flores Marin - Thank you for your reflections on the RFP. Your point about ensuring different populations have a preferred/effective pathway for input could be embedded (or called out) in the Equity criterion.

01:26:20 Kim Leathley, NWHS: *Agree with Tricia's point abut Stakeholder Engagement.

01:26:28 Josie Silverman-Mendez (she/her), Willamette Health Council: Reacted to "*Agree with Tricia's..." with 👍

01:26:37 emily.mewbourn: Reacted to "@Zaira Flores Marin ..." with ❤️

01:30:33 Amber / Uniting Efforts: Very excited for Woodburn to be involved! We apologize for our setup and are working on it.. gotta go to a vet appt . Thank you everyone for listening!

01:33:42 Cassie Bay, MWVHA Admin Support:So sorry!

01:35:07 Shannon Corr, Independence: Reacted to "Very excited for Woo..." with ❤️

01:48:25 ChrisBarber: Beth Hays , Community Resource Trust

01:49:47 Zaira Flores Marin: Reacted to "@Zaira Flores Marin ..." with ❤️

01:51:57 Lisa Leno: danielle please email info and ctgr can provide a letter of support

01:52:20 Danielle Bethell, Commissioner (Marion): Reacted to "danielle please emai..." with ❤️

01:52:48 Danielle Bethell, Commissioner (Marion): Replying to "danielle please emai..."

Thank you, I will get information to Misty and Cassie and they can forward to the full board. Thank you for your willingness.

01:52:56 Danielle Bethell, Commissioner (Marion): Reacted to "Beth Hays , Communit..." with 👍

01:53:26 Kim Leathley, NWHS: Reacted to "Thank you, I will ge..." with ❤️

01:53:33 Kim Leathley, NWHS: Reacted to "danielle please emai..." with ❤️

01:53:38 Tricia Frizzell:Reacted to "Thank you, I will ge..." with ❤️

01:53:52 Josie Silverman-Mendez (she/her), Willamette Health Council: Reacted to "Thank you, I will ge..." with ❤️

01:55:31 Josie Silverman-Mendez (she/her), Willamette Health Council: Reacted to "danielle please emai..." with ❤️

ADJOURNMENT

Chair Gordon adjourned the board meeting at 4:32 p.m.

Amendment 1
Grant Agreement
Long-Term Rent Assistance (LTRA) State of Emergency Due to Homelessness

This Agreement ("Agreement") is between the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("ORS 190 ENTITY")
and
Shangri-La Corporation ("SUBSUBRECIPIENT"),
each individually a "Party", and collectively the "Parties".

Recitals:

ORS 190 ENTITY AND SUBGRANTEE desire to amend the Agreement,

3. Term; Extend the contract through September 30, 2025
5. Grant Disbursement Generally; Increase not-to-exceed amount
6. Authorized Expenses and Payments; Increase total amount
7. Authorized Representatives; Update name to align with new legal name
12. Consideration; Spending Expectations

Exhibit B. Budget; To align with the contract extension and spending expectations

Amendment:

The Agreement is hereby amended as follows, effective upon signatures by all parties and approvals as required by law. New language indicated by **bold and underline** deleted language indicated by ~~strikethrough:~~

3. Term

Unless terminated or extended, this Contract shall be in effect from date of signature through ~~June 30, 2025~~ **September 30, 2025.** The expenditure period for Grant Funds under this Contract is August 1, 2024 **through** ~~June 30, 2025~~ **September 30, 2025**. Expiration or termination of this Agreement will not prejudice ORS 190 ENTITY's right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

5. Grant Disbursement Generally

The total maximum not-to-exceed amount payable to SUBSUBRECIPIENT under this Agreement, which includes any allowable expenses, is $~~14,588.20~~ **$60,003.70**. ORS 190 ENTITY will not disburse funds to SUBSUBRECIPIENT in excess of the not-to-exceed amount and will not disburse grant funds until this Agreement has been signed by all parties. ORS 190 ENTITY will disburse the grant to SUBSUBRECIPIENT as described below in Section 6 of this Agreement. Funding amounts specified in this Agreement do not constitute a guarantee that SUBSUBRECIPIENT will receive any or all such funds.

6. Authorized Expenses and Payments

ORS 190 ENTITY agrees to pay SUBSUBRECIPIENT, from available and authorized funds, the amount

of actual expenses incurred by SUBSUBRECIPIENT in performing the grant activities referenced in Exhibit A (Scope of Work), budgeted in Exhibit B (Budget), and allowable within the guidelines referenced in Exhibit D, but not to exceed the total amount of ~~14,588.20~~ **$60,003.70**, following receipt of requests by SUBSUBRECIPIENT for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from August 1, 2024 until ~~June 30, 2025~~ **September 30, 2025** (the "Performance Period"). SUBSUBRECIPIENT will submit requests for reimbursement under this Section monthly and in such form and manner as is satisfactory to or required by ORS 190 ENTITY. Funding amounts specified in this Agreement does not guarantee that SUBSUBRECIPIENT 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 ORS 190 ENTITY with authorizing limitation.

7. Authorized Representatives

ORS 190 ENTITY's Authorized Representative is:

Misty ~~Sorte~~ **Bolger**

ORS 190 Entity, Mid-Willamette Valley Homeless
Alliance 100 High Street SE, Suite 200
Salem, OR 97301 Misty.~~Sorte~~ **Bolger**@MWVHomelessAlliance.org

12. Consideration; Spending Expectations

a. The ORS 190 ENTITY has agreed to make a conditional award of funds to SUBGRANTEE in the not-to-exceed amount ~~14,588.20~~ **$60,003.70** (the "Grant"). This Grant award provides that up to ten **point five** percent (10**.5**%) of program expenditures may be used for allowable SUBGRANTEE administrative costs.

SIGNATURE OF AUTHORIZED REPRESENTATIVES

ORS 190 Entity, Mid-Willamette Valley Homeless Alliance:

Authorized Signature: _____ Date: _____

Print Name: Jeremy Gordon Title: President

Address: 100 High Street SE, Suite 200, Salem, OR 97301

Phone: (503) 588-6177 Email: Chair@MWVHomelessAlliance.org

SUBGRANTEE:

Authorized Signature: _____ Date: _____

Print Name: Janet Yousey Title: CEO

Address: 4080 Reed Rd SE, Suite 150

Phone: _____ Email: janet.yousey@shangrila-or.org

EXHIBIT B
Budget

Category	Item	Cost
SSO	Staff	$ 12,662.00
SSO	Transportation	$ 525.00
SSO	Training	$ 75.00
	DIRECT TOTAL	**$ 13,262.00**
SSO	Administration (10%)	$ 1,326.20
	TOTAL	**$ 14,588.20**

Amended Budget

Expense	Detail	Budget
Support Services		**$25,500**
Support Services		**$15,600**
Admin		**$4,315.5**
Total		**$45,415.5**
Total Amendment		**$60,003.70**

Amendment 1
Grant Agreement
Long-Term Rent Assistance (LTRA) State of Emergency Due to Homelessness

This Agreement ("Agreement") is between the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("ORS 190 ENTITY")
and
Sable House ("SUBSUBRECIPIENT"),
each individually a "Party", and collectively the "Parties".

Recitals:

ORS 190 ENTITY AND SUBGRANTEE desire to amend the Agreement,

3. Term; Extend the contract through September 30, 2025
5. Grant Disbursement Generally; Increase not-to-exceed amount
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Exhibit B. Budget; To align with the contract extension and spending expectations

Amendment:

The Agreement is hereby amended as follows, effective upon signatures by all parties and approvals as required by law. New language indicated by **bold and underline** deleted language indicated by ~~strikethrough:~~

3. Term

Unless terminated or extended, this Contract shall be in effect from date of signature through ~~June 30, 2025~~ **September 30, 2025**The expenditure period for Grant Funds under this Contract is August 1, 2024 through ~~June 30, 2025~~ **September 30, 2025**. Expiration or termination of this Agreement will not prejudice ORS 190 ENTITY's right to exercise remedies under this Agreement with respect to any breach that has occurred prior to expiration or termination.

5. Grant Disbursement Generally

The total maximum not-to-exceed amount payable to SUBSUBRECIPIENT under this Agreement, which includes any allowable expenses, is ~~$18,161.00~~ **$27,443.00**. ORS 190 ENTITY will not disburse funds to SUBSUBRECIPIENT in excess of the not-to-exceed amount and will not disburse grant funds until this Agreement has been signed by all parties. ORS 190 ENTITY will disburse the grant to SUBSUBRECIPIENT as described below in Section 6 of this Agreement. Funding amounts specified in this Agreement do not constitute a guarantee that SUBSUBRECIPIENT will receive any or all such funds.

6. Authorized Expenses and Payments

ORS 190 ENTITY agrees to pay SUBSUBRECIPIENT, from available and authorized funds, the amount of actual expenses incurred by SUBSUBRECIPIENT in performing the grant activities referenced in

Exhibit A (Scope of Work), budgeted in Exhibit B (Budget), and allowable within the guidelines referenced in Exhibit D, but not to exceed the total amount of ~~$18,161.00~~ **$27,443.00**, following receipt of requests by SUBSUBRECIPIENT for such reimbursement. Authorized Expenses will only be reimbursed if incurred during the period from August 1, 2024 until ~~June 30, 2025~~ **September 30, 2025** (the "Performance Period"). SUBSUBRECIPIENT will submit requests for reimbursement under this Section monthly and in such form and manner as is satisfactory to or required by ORS 190 ENTITY. Funding amounts specified in this Agreement does not guarantee that SUBSUBRECIPIENT 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 ORS 190 ENTITY with authorizing limitation.

7. Authorized Representatives

ORS 190 ENTITY's Authorized Representative is:

Misty ~~Sorte~~ **Bolger**

ORS 190 Entity, Mid-Willamette Valley Homeless
Alliance 100 High Street SE, Suite 200
Salem, OR 97301 Misty.~~Sorte~~ **Bolger**@MWVHomelessAlliance.org

12. Consideration; Spending Expectations

a. The ORS 190 ENTITY has agreed to make a conditional award of funds to SUBGRANTEE in the not-to-exceed amount ~~$18,161.00~~ **$27,443.00** (the "Grant"). This Grant award provides that up to ten **point five** percent (10.**5**%) of program expenditures may be used for allowable SUBGRANTEE administrative costs.

SIGNATURE OF AUTHORIZED REPRESENTATIVES

ORS 190 Entity, Mid-Willamette Valley Homeless Alliance:

Authorized Signature:_____ Date:_____

Print Name: Jeremy Gordon Title: President

Address: 100 High Street SE, Suite 200, Salem, OR 97301

Phone: (503) 588-6177 Email: Chair@MWVHomelessAlliance.org

SUBGRANTEE

Authorized Signature:_____ Date:_____

Print Name: Rochelle Juarez Title:_____

Address: PO BOX 783, Dallas, OR 97338

Phone: _____ Email: rochelle@sablehouse.org

EXHIBIT B
Budget

Category	Item	Cost
SSO	Staff	$ 14, 560.00
SSO	Transportation	$ 800.00
SSO	Supplies	$ 650.00
SSO	Training	$ 500.00
	DIRECT TOTAL	**$ 16,510.00**
SSO	Administration (10%)	$ 1,651.00
	TOTAL	**$ 18,161.00**

Amended Budget

Expense	Detail	Budget
Staff		**$7800**
Support Services	**3 HH**	**$600**
Admin	**10.5%**	**$882**
Total Project		**$ 9,282**
New Total		**$27,443.00**

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
California	**General: All applications for commercial insurance, other than liability insurance:** Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. **All applications for liability insurance and all claim forms:** For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado	**It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.**
District of Columbia	**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	**General: All applications for commercial insurance, other than automobile insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. **All applications for automobile insurance and all claim forms:** Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. **Fire:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	**WARNING**: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. **WARNING**: **All Workers Compensation Insurance**: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.

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Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. **Automobile Insurance:** Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to $15,000.
Puerto Rico	**Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.**
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. **Workers' Compensation:** It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	**Workers' Compensation:** Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

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PRIVACY POLICY

The AXA XL insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

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Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions[1]. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

[1] "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

PN CW 05 0519

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Regulatory Office
Dept: Regulatory
505 Eagleview Blvd., Suite 100
Exton, PA 19341-1120
(800) 688-1840

INSURANCE COMPANY PROVIDING COVERAGE: **Indian Harbor Insurance Company**

PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY INSURANCE DECLARATIONS

POLICY NUMBER: **POL0954783-04** **RENEWAL OF:** **POL0954783-03**

NOTICES

SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD. DEFENSE EXPENSES ARE PAID IN ADDITION TO THE LIMITS OF LIABILITY; EXCEPT THAT FOR SPECIFIC CLAIMS UNDER INSURING AGREEMENT A.1.b., THE APPLICABLE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES.

PLEASE READ AND REVIEW THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE BROKER.

Item 1. NAMED INSURED:
ORS 190 Entity; Mid-Willamette Valley Homeless Alliance

ADDRESS:
c/o MWVCOG, 100 High Street SE
Suite 200
Salem, OR 97301

Item 2. POLICY PERIOD: (a) Inception Date: 11/16/2024 (b) Expiration Date: 11/16/2025
(12:01 A.M. Standard Time at the Address Stated in Item 1.)

Item 3. LIMITS OF LIABILITY:

(a) Public Officials Liability
$ 2,000,000 **Company's** maximum Limit of Liability for all **Loss** from each **Claim** under **INSURING AGREEMENT** A.1.a.;

(b) Non-Monetary Coverage – Defense Only
1. $ 50,000 **Company's** maximum Limit of Liability for all **Defense Expenses** from each **Claim** under **INSURING AGREEMENT** A.1.b.;

2. $ 100,000 **Company's** maximum Limit of Liability for all **Defense Expenses** from all **Claims** under **INSURING AGREEMENT** A.1.b.;

(c) Employment Practices Liability And Third Party Liability

$ 2,000,000 **Company's** maximum Limit of Liability for all **Loss** from each **Claim** under **INSURING AGREEMENT** A.2.

(d) Policy Aggregate Limit Of Liability

$ 2,000,000 **Company's** aggregate Limit of Liability for all **Loss** from all **Claims** under **INSURING AGREEMENT** A.1.a. and **INSURING AGREEMENT** A.2. and for all **Defense Expenses** from all **Claims** under **INSURING AGREEMENT** A.1.b.

(e) Public Officials Crisis Management Limit Of Insurance

$ 25,000 **Company's** maximum Limit of Insurance for all **Crisis Management Expenses** from all **Public Crisis Events** under Section A.3.

Item 4: RETENTIONS

a. $ 5,000 each and every **Claim** under **INSURING AGREEMENT** A.1.a.

b. $ 5,000 each and every **Claim** under **INSURING AGREEMENT** A.1.b.

c. $ 10,000 each and every **Claim** under **INSURING AGREEMENT** A.2.

d. $ 5,000 each and every **Public Crisis Event** under Section A.3.

Item 5: NOTICES REQUIRED TO BE GIVEN TO THE **COMPANY** MUST BE ADDRESSED TO:

AXA XL Claims
P.O. Box 211547
Dallas, TX 76211

Phone: 972.383.7186
Fax: 972.383.7177
Email: proclaimnewnotices@axaxl.com

Item 6: POLICY PREMIUM: $3,500.00

Total Policy Premium: $3,500.00

Item 7: RETROACTIVE DATE: 11/16/2020

Item 8: ENDORSEMENTS ATTACHED AT POLICY ISSUANCE: REFER TO PGU 2002 0417

Item 9: PRODUCER NAME: Professional Governmental Underwriters, LLC
ADDRESS: 4870 Sadler Road, Suite 102
CITY, STATE, ZIP: Glen Allen, VA 23060

THESE DECLARATIONS, THE POLICY FORM, ANY ENDORSEMENTS AND THE APPLICATION CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE INSURED RELATING TO THIS INSURANCE.

This insurance was procured and developed under the Oregon Surplus Lines laws. It is NOT covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance becomes insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this evidence of insurance.

Surplus Lines Tax: $79.90
Fire Marshal Tax: $11.99
SLSC: $10
Broker Fee: $300
Carrier Fee: $195
Total: $4096.89

This is evidence of insurance was procured and developed under the Oregon Surplus Lines laws. It is NOT covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance becomes insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this evidence of insurance. (O.R.S. §735.435).
Licensee: James K. Sneed

11/20/2024
Date

Martin D. Kamps, Jr.
Authorized Representative

IN WITNESS

INDIAN HARBOR INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Lucy Pilko
President

Toni Ann Perkins
Secretary

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SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this policy at time of issue.

Form Number	Edition Date	Description
PN CW 01	2022-01-01	Notice to Policyholders - Fraud Notice
PN CW 02	2019-01-01	Notice to Policyholders - Privacy Policy
PN CW 05	2019-05-01	Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OF
PGU POL 2000	2019-08-01	Public Officials and Employment Practices Liability Declarations
IL MP 9104 0124 IHIC	2024-01-01	In Witness
PGU 2002	2017-04-01	Schedule of Policy Forms and Endorsements
PGU POL 2001	2017-04-01	Public Officials and Employment Practices Liability Insurance Policy
PGU 1000	2017-04-01	Additional Insureds
PGU POL 1033	2017-04-01	Additional Insureds - Boards, Commissions or Units
PGU POL 1045	2017-04-01	Defense Expenses Paid Within the Limits of Liability
PGU 1052 (POL)	2017-04-01	Minimum Earned Premium Upon Cancellation
PGU POL 1058	2017-04-01	Increased Limits of Liability (Mid-Term)
PGU 1133	2022-01-01	US Professional Indemnity - Cyber Exclusion
PGU 1140	2023-11-01	Consumer Protection Laws Exclusion Endorsement
XL-ORSOP	2010-11-01	Service of Process

PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE FORM

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PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and what is not covered. Throughout the Policy the words "**You**" and "**Your**" refer to the **Named Insured**. The words "**We**", "**Us**", "**Our**" and the "**Company**" refer to the Company providing this insurance.

This Policy is incomplete unless the Declarations and all applicable forms and endorsements are attached. Words and phrases that appear in bold have special meaning and are defined in Section **E. DEFINITIONS**. Singular words shall include the plural, and plural words shall include the singular.

A. INSURING AGREEMENTS

Subject to the Limits of Liability set forth in the Declarations, and all other terms and conditions of this Policy, **We** agree as follows:

1. Public Officials Liability

   a. **Public Officials Wrongful Acts Coverage**

   We will pay on behalf of an **Insured Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or applicable Extended Reporting Period for a **Public Officials Wrongful Act** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**.

   b. **Non-Monetary Relief - Defense Only Coverage**

   We will reimburse **Defense Expenses** incurred by an **Insured** in connection with a **Claim** exclusively seeking **Non-Monetary Relief** at all stages of the **Claim**, where such **Claim** is first made against an **Insured** during the **Policy Period** or applicable Extended Reporting Period for a **Public Officials Wrongful Act** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**.

2. Employment Practices Liability and Third Party Liability Coverage

   We will pay on behalf of an **Insured Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** first made against an **Insured** during the **Policy Period** or any applicable Extended Reporting Period for an **Employment Practices Wrongful Act** or **Third Party Wrongful Act** occurring on or after the **Retroactive Date** and before the end of the **Policy Period**.

3. Public Officials Crisis Management Coverage

   We will pay on behalf of an **Insured** those **Crisis Management Expenses** incurred by the **Insured** in response to a **Public Crisis Event** first taking place during the **Policy Period** and reported to **Us** in accordance with Section F.6 of this Policy.

4. Supplemental Payments

   We will pay on behalf of an **Insured**, in addition to the Limits of Liability set forth in the Declarations, all reasonable expenses incurred by the **Insured** at **Our** request to assist **Us** in the investigation or defense of any **Claim**, including actual loss of earnings of any **Insured**, because of time off from work; provided that the most **We** will pay will be $500 per day, per **Insured**. Such "expenses" shall not include salaries paid to **Your Employees**.

For purposes of this Section, a **Claim** will be deemed to have been made when an **Insured** receives notice of the **Claim**.

B. DEFENSE AND SETTLEMENT

1. **We** will have the right and duty to defend any **Claim** made against an **Insured** for a **Wrongful Act** covered under Insuring Agreements A.1.a. or A.2., even if the allegations of such **Claim** are groundless, false or fraudulent. **We** will have no obligation to pay any **Loss** or **Defense Expenses**, or to defend any **Claim** after the applicable Limit of Liability set forth in Item 3. of the Declarations has been exhausted.

2. For any **Claim We** defend under Section B.1., **We** will have the right to make investigations, conduct negotiations and enter into the settlement of any such **Claim** as **We** deem appropriate, with the consent of the **Insured**. If the **Insured** refuses to consent to a settlement acceptable to the claimant in accordance with **Our** recommendation, then, subject to the applicable Limit of Liability, **Our** liability for such **Claim** will not exceed:

   a. The amount for which such **Claim** could have been settled by **Us** plus **Defense Expenses** up to the date the **Insured** refused to settle such **Claim**; plus

   b. Sixty percent (60%) of any **Loss** or **Defense Expenses** in excess of the amount in Section B.2.a. above, incurred in connection with such **Claim**.

3. It shall be the duty of the **Insured**, and not **Us**, to defend any **Claim** covered under Insuring Agreement A.1.b. The **Insured** shall have the right to select defense counsel for the investigation and defense of any such **Claim**, subject to **Our** consent and approval, which shall not be unreasonably withheld.

4. **We** shall have no duty to continue to reimburse **Defense Expenses** after the applicable Limit of Liability for **Claims** arising under Insuring Agreement A.1.b. has been exhausted by the reimbursement of **Defense Expenses**.

C. LIMITS OF LIABILITY / RETENTIONS

Regardless of the number of **Claims**, **Insureds** or claimants, **Our** liability under this Policy is limited as follows:

1. Public Officials Liability

   a. The amount set forth in Item 3.(a) of the Declarations is the most **We** will pay for all **Loss** in excess of the Retention set forth in Item 4. of the Declarations resulting from each **Claim** covered under Insuring Agreement A.1.a. The payment of **Defense Expenses** shall be in addition to, and will not reduce, the applicable Limits of Liability.

   b. The amount set forth in Item 3.(b)(1) of the Declarations is the most **We** will reimburse for all **Defense Expenses** in excess of the Retention set forth in Item 4.(b) of the Declarations resulting from each **Claim** covered under Insuring Agreement A.1.b.

   c. The amount set forth in Item 3.(b)(2) of the Declarations is the most **We** will reimburse for all **Defense Expenses** in excess of the Retention set for in Item 4.(b) of the Declarations resulting from all Claims covered under Insuring Agreement A.1.b.

2. Employment Practices Liability and Third Party Liability

   The amount set forth in Item 3.(c) of the Declarations is the most **We** will pay for all **Loss** resulting from each **Claim** covered under Insuring Agreement A.2. The payment of **Defense Expenses** shall be in addition to, and will not reduce, the applicable Limits of Liability.

3. Policy Aggregate

The amount set forth in Item 3.(d) of the Declarations is the most **We** will pay for all **Loss** resulting from all **Claims** covered under Insuring Agreements A.1.a. and A.2., and for all **Defense Expenses** resulting from all **Claims** covered under Insuring Agreement A.1.b.

4. Public Officials Crisis Management Coverage

In addition to the Policy Aggregate Limit of Liability, the amount set forth in Item 3.(e) of the Declarations is the most **We** will pay for all **Crisis Management Expenses** resulting from all **Public Crisis Events** covered under Insuring Agreement A.3.

5. Multiple Insuring Agreements

If a **Claim** covered under Insuring Agreement A.1.b. subsequently becomes a **Claim** for both monetary and **Non-Monetary Relief** covered under Insuring Agreements A.1.a. or A.2., such **Claim** shall become subject to the increased Retention and Limit of Liability applicable to Insuring Agreement A.1.a. or A.2., whichever is higher. **Defense Expenses** incurred in connection with such **Claim** shall be applied against the applicable Retention and shall reduce the applicable Limit of Liability.

6. Retention

Our obligation to pay or reimburse **Loss** or **Defense Expenses** under this Policy will only be in excess of the applicable Retention set forth in Item 4. of the Declarations. **We** will have no obligation to pay all or any portion of any Retention amount on behalf of any **Insured**, although **We** may, at **Our** sole discretion, advance such amount, in which event the **Insureds** agree to repay any amounts so advanced upon written request.

D. EXCLUSIONS

This Policy shall not apply to any **Claim** arising from or relating to:

1. The performance of any willful misconduct or dishonest, fraudulent, criminal or malicious act, error or omission by an **Insured**; the willful violation by an **Insured** of any law, statute, ordinance, rule or regulation; or an **Insured** gaining any profit, remuneration or advantage to which such **Insured** is not legally entitled.

   Notwithstanding the above, **We** will defend the **Insured** or pay or reimburse **Defense Expenses** in connection with a **Claim** otherwise covered by this Policy until and unless the **Insured** admits, is adjudged or is otherwise proven to have committed any act, error or omission subject to this exclusion, in which case the **Insured** shall reimburse **Us** for any **Defense Expenses** advanced to or paid on behalf of such **Insured**.

2. **Loss** or **Defense Expenses** covered under Insuring Agreements A.1.a. or A.2., if Insuring Agreement A.1.b. also applies.

3. A **Claim**, other than one alleging an **Employment Practices Wrongful Act**, that is brought by, on behalf of, or in the name or right of **You** or any of **Your** duly elected, appointed or employed directors, officers, or officials, or any member of a commission, board or other unit operated by **You** and under **Your** jurisdiction, and within the apportionment of **Your** operating budget in the **Application**; provided that this exclusion shall not apply to a cross-claim or third-party complaint arising from a **Claim** made against such director, officer, official, or member that is otherwise covered under this Policy. Notwithstanding the above, this exclusion shall also not apply to a **Claim** brought by a former director, officer, official, or member who has not served in that capacity for at least three (3) years prior to the date such **Claim** is first made and where such **Claim** is brought

and maintained without the support, solicitation, assistance, participation or intervention of the **Named Insured** or an **Insured** not otherwise subject to this exception.

4. An actual or alleged violation of the Fair Labor Standards Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any workers' compensation, unemployment insurance, social security, or disability benefits law, other similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any of the foregoing; provided that this exclusion shall not apply to the extent that a **Claim** for an **Employment Practices Wrongful Act** alleges retaliatory action by an **Insured** in response to an **Employee's** exercise of rights under such statute or law.

5. Damage to, destruction of or loss of use of tangible property, **Bodily Injury**, corporal punishment, sickness, disease or death.

6. Emotional distress, mental anguish or humiliation not arising from an **Employment Practices Wrongful Act** or **Third Party Wrongful Act**.

7. **Sexual Abuse and Molestation**, including the allowance of or failure to prevent, stop, detect or reveal **Sexual Abuse and Molestation**.

8. The actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, seepage, migration, release, growth, infestation, spread, escape, treatment, removal or disposal of, any **Pollutant**, or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutant**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.

9. A **Benefit Plan Act**, provided that this exclusion shall not apply to any **Claim** for actual or alleged retaliation with regards to benefits paid or payable. **We** will defend a **Claim** otherwise subject to this exclusion subject to a $25,000 Limit of Liability for all **Defense Expenses** in excess of the applicable Retention set forth in Item 4. of the Declarations. **Defense Expenses** payable under this section are part of and not in addition to the applicable Limits of Liability set forth in Item 3. of the Declarations, and payment of such **Defense Expenses** by **Us** will reduce such Limits of Liability.

10. An **Insured's** liability under a contract or agreement, other than a manual of employment policies or procedures issued by **You**, unless such liability would have attached in the absence of such express contract or agreement. This exclusion shall not apply to the payment of **Defense Expenses** incurred in connection with a **Claim** for an **Employment Practices Wrongful Act** in the form of an actual or alleged breach of a contract to commence or continue employment with **You**.

11. A failure to obtain, implement, effect, comply with, provide notice under or maintain insurance, reinsurance, self-insurance, suretyship or bond.

12. Facts, circumstances, situations, transactions, events or **Wrongful Acts**:

    a. Underlying or alleged in any mediation, arbitration, grievance proceeding, litigation or administrative or regulatory proceeding brought prior to and/or pending as of the Inception Date set forth in Item 2. of the Declarations:

        (1) to which an **Insured** is or was a party; or

        (2) with respect to which an **Insured**, as of the Inception Date set forth in Item 2. of the Declarations, knew or should reasonably have known that an **Insured** would be made a party thereto;

b. Which was the subject of any notice given prior to the Inception Date set forth in Item 2. of the Declarations under any other policy of insurance or plan or program of self-insurance; or

c. Which was the subject of any **Claim** made prior to the Inception Date set forth in Item 2. of the Declarations.

If, however, this Policy is a renewal of one or more policies issued by **Us** or an affiliate to **You**, and such coverage was in effect without interruption from the Inception Date of the first such policy to the Inception Date of this Policy, the reference in this exclusion to the Inception Date will be deemed to refer instead to the Inception Date of the first policy under which **We** or an affiliate began to provide **You** with the continuous and uninterrupted coverage of which this Policy is a renewal.

13. A lockout, strike, picket line, hiring of replacement workers, riot or civil commotion, or other similar actions in connection with labor disputes or labor negotiations.

14. The activities of an **Insured** as a law enforcement officer, police officer, police department or other law enforcement unit or agency; the operation of any jail cell, holding cell, detention or lock-up facility of any kind; or the activities of an **Insured** charged with the power to arrest, detain or interrogate another person, or to seize or confiscate the property of any individual or entity; provided; however; that this exclusion shall not apply to **Claims** arising out of the administrative functions or activities of an **Insured** in the enforcement of **Your** municipal code, laws or regulations, including but not limited to, the issuance of citations, fines, warnings, notices of violation, the issuance or denial of licenses or permits, or the inspection of property or buildings, by persons authorized to conduct such functions or activities on **Your** behalf. This exclusion shall also not apply to any **Claim** by or against a law enforcement officer or police officer in their capacity as an **Employee** under this Policy, for an **Employment Practices Wrongful Act**.

15. The operation of the laws and principles of eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use; however, **We** will defend such **Claim** subject to a $50,000 Limit of Liability for all **Defense Expenses** in excess of the applicable Retention set forth in Item 4. of the Declarations. **Defense Expenses** payable under this section are part of and not in addition to the applicable Limits of Liability set forth in Item 3. of the Declarations, and payment of such **Defense Expenses** by **Us** will reduce such Limits of Liability.

16. The Securities Act of 1933, the Securities Exchange Act of 1934, any state "blue sky" law, or any other federal, state or local securities law, or any rule or regulation promulgated under any of the foregoing; or any provision of the common law imposing liability in connection with the offer, sale or purchase of securities.

17. The sale or offering of securities by **You**, whether or not such securities are exempt from registration by the SEC; **Your** actual or proposed filing for an Initial Public Offering; or a debt offering or debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.

18. Tax credits or tax incentives or the application thereof; the formulation of tax rates; the assessment, appraisal or valuation of property; the assessment of taxes or other fees; the collection of taxes, fees or other amounts; and the disbursement of tax refunds.

19. War, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution; or **Terrorism**.

20. Construction, architectural, engineering, procurement, security or other professional services, including any contract or agreement pertaining to such services.

21. Legal services including those services performed by any individual as a lawyer, arbitrator, mediator, title agent, notary public, administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity.

22. **Crisis Management Expenses** arising from any **Public Crisis Event** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

    a. War, whether or not declared, or any act or condition incidental to war, including civil war, **Terrorism**, insurrection, rebellion or revolution;

    b. Actual or attempted suicide;

    c. Actual or attempted kidnapping or extortion;

    d. Acts, whether intentional or not, by members of the **Victim's** immediate family members or members of the **Victim's** household; or

    e. The activities of any person as a law enforcement officer, police officer, correctional officer, member of a police department or other law enforcement unit or agency; or the activities of any person charged with the powers to arrest, detain or interrogate another person, seize or confiscate the property of any individual or entity.

E. DEFINITIONS

Whenever used in this Policy, the term:

1. **Application** means all Applications submitted to **Us**, including any and all attachments and other materials submitted to **Us** in connection with the underwriting of this Policy or for any other policy of which this Policy is a renewal.

2. **Benefit Plan Act** means a **Claim** alleging liability under a pension, profit sharing, welfare benefit or other employee benefit program established in whole or part for the benefit of an **Insured**, or based upon, arising out of or in any way involving the Employee Retirement Security Act of 1974 (except Section 510 thereof) or any amendments thereto or regulations promulgated thereunder or similar provisions of any federal, state or local law or common law.

3. **Bodily Injury** means physical injury, sickness or disability of a person, including mental incapacity or death resulting from any of these at any time.

4. **Business Invitee** means a natural person, solely in their capacity as one who is invited to enter into and remain on any **Premises** for a purpose directly or indirectly connected with **Your** business or commercial dealings therein. A Business Invitee does not include a trespasser or any person who enters any **Premises** without **Your** knowledge or permission, or any **Employee**, student or minor.

5. **Claim** means:

    a. A written demand for monetary damages or **Non-Monetary Relief**;

    b. A written request to toll or waive any statute of limitations, or to waive any contractual time bar, relating to a potential suit against an **Insured** for a **Wrongful Act**;

    c. A civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment, or similar proceeding;

    d. A criminal proceeding that is commenced by the return of an indictment or similar document;

e. An administrative or regulatory proceeding or investigation, including a proceeding brought by or before the Equal Employment Opportunity Commission or similar state or local agency, commenced by the filing of a notice of charges, formal order of investigation or similar document; or

f. An arbitration proceeding or other alternative dispute resolution proceeding, to which the **Insured** must submit or does submit with **Our** consent.

Claim shall not include any labor grievance, arbitration or other proceeding brought pursuant to a collective bargaining agreement.

6. **Crisis Management Expenses** means **Public Relations Expenses**, **Travel/Printing Expenses**, **Family Travel Expenses** and **Post-Crisis Expenses**; provided, however, that Crisis Management Expenses shall not include:

a. **Your** overhead expenses or any salaries, wages, fees or benefits of **Employees**;

b. The cost of medical, psychiatric or counseling services, even if provided by a **Crisis Management Firm**; or

c. Any fees or expenses related to civil, administrative or criminal investigations, proceedings or litigation.

7. **Crisis Management Firm** means a public relations firm, Crisis Management Firm or law firm hired or appointed by **You** to perform Crisis Management Services in connection with a **Public Crisis Event**. It shall be the duty of the **Insured** to select and retain the Crisis Management Firm.

8. **Defense Expenses** means reasonable legal fees and expenses **We** incur for the investigation, defense and appeal of a **Claim** by attorney(s) retained by **Us**, as well as all other fees, costs or expenses resulting from the investigation, adjustment, defense and appeal of such **Claim** by **Us**, or by **You** with **Our** prior, written consent. Defense Expenses does not include any expenses incurred by **You** prior to the date a **Claim** is first reported to **Us**, nor does it include the time and expense incurred by **You** in resolving a **Claim**, including but not limited to the costs of **Your** in-house counsel.

9. **Emergency Response Plan** means:

a. A formal written and adopted public safety and crisis response manual that details **Your** policies and procedures in the event of an **Public Crisis Event**; or

b. In the absence of such formal written manual, any applicable federal, state or local law, ordinance or statute that authorizes **You** to take emergency action or specifically describes the **Your** obligations in the event of a public emergency.

10. **Employee** means the following natural persons, but only for **Wrongful Acts** committed while acting within the scope of employment for **You**:

a. Full-time, part-time, seasonal and temporary Employees; and

b. All persons who perform services for **You** on a volunteer basis and under **Your** direction and control.

Employee shall not include persons providing services to **You** under a mutual aid agreement or any similar agreement.

11. **Employment Practices Wrongful Act** means any of the following, when alleged by any of **Your** past or present **Employees** or any applicant for employment with **You**, in connection with that person's actual or proposed employment relationship with **You**:

    a. Wrongful dismissal, discharge or termination of employment, whether actual or constructive;

    b. Harassment (including sexual harassment whether "quid pro quo," hostile work environment or otherwise);

    c. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws;

    d. Breach of any manual of employment policies or procedures issued to the **Insureds** by **You**;

    e. Retaliatory action in response to that **Employee's**:

        (1) disclosure or threat of disclosure of any act by an **Insured** alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;

        (2) actual or attempted exercise of any right that **Employee** has under law;

        (3) filing of any **Claim** under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower" law;

    f. Misrepresentation, libel, slander, humiliation, defamation, invasion of privacy, infliction of emotional distress or mental anguish;

    g. Wrongful failure to employ or promote, wrongful deprivation of career opportunity, including tenure, wrongful demotion or evaluation or wrongful discipline; or

    h. Breach of a contract to commence or continue employment with **You**.

    An Employment Practices Wrongful Act shall not include a **Public Officials Wrongful Act**.

12. **Family Travel Expenses** means reasonable and necessary expenses incurred by any natural or adoptive parent, legal guardian, spouse, or child of a **Victim** within thirty (30) days after a **Public Crisis Event** to travel to the location of the **Public Crisis Event**, so long as the **Public Crisis Event** took place on an official trip sponsored by **You**. For the purpose of this definition, coach air transportation or ground transportation and standard class hotel accommodations shall be deemed reasonable expenses.

13. **Insured** means:

    a. **You**;

    b. **Your** past, present or future duly elected, appointed or employed officials, directors, officers, or members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, within the apportionment of **Your** operating budget in the **Application**; provided that an Insured shall not include the following boards, commissions or units, or any officials, directors, officers, members or **Employees** thereof: schools, airports, transit authorities, hospitals, nursing homes, housing authorities, port authorities or any type of utility companies, unless otherwise provided in an Endorsement attached hereto;

c. **Employees**;

d. Persons providing services to **You** under a mutual aid or similar agreement that is disclosed on the **Application**, but solely while acting in that capacity; however, such persons are not Insureds with respect to **Claims** for **Employment Practices Wrongful Acts** or **Third Party Wrongful Acts**;

e. In the event of the death, incapacity or bankruptcy of a natural person Insured**,** such Insured's estate, heirs, legal representatives or assigns, but only in connection with a **Claim** for an alleged **Wrongful Act** by such natural person Insured; and

f. The lawful spouse or domestic partner of any individual Insured identified in the paragraphs above, but only with respect to liability arising out of **Wrongful Acts** committed by such individual, and provided that such spouse or domestic partner is represented by the same counsel as such individual with respect to any **Claim**.

14. **Loss** means damages, pre-judgment interest, post-judgment interest, front pay and back pay, judgments, settlements, punitive or exemplary damages where insurable under applicable law or other amounts that an **Insured** is legally obligated to pay as a result of a **Claim**.

Loss will not include:

a. **Defense Expenses**;

b. **Non-Monetary Relief**;

c. Any amount representing the value of diminished or lost retirement, health care or other benefits;

d. Fines, taxes, penalties;

e. The cost of disaster response activities conducted by the **Insured** as required by the Federal Emergency Management Agency (FEMA);

f. Amounts due under any contract to commence, continue or separate from employment with **You**, including but not limited to the value of any compensation or employment benefits lost, or the cost of specific performance in connection with any such contract; or

g. The multiplied portion of a multiple damages award; provided that Loss will include any multiplied damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act ("Specified Multiplied Damages") that an **Insured** is obligated to pay as a result of a **Claim**, but only if such Specified Multiplied Damages are insurable under applicable law.

For the purpose of determining the insurability of punitive damages, exemplary damages or Specified Multiplied Damages under this Policy, the laws of the jurisdiction most favorable to the insurability of such damages shall control, provided that such jurisdiction:

(1) is the location of the court which awarded or imposed such punitive or exemplary damages or Specified Multiplied Damages;

(2) is where **You** are incorporated or otherwise organized or has a place of business; or

(3) is where **We** are incorporated or have **Our** principal place of business.

15. **Named Insured** means the public entity set forth in Item 1. of the Declarations.

16. **Non-Monetary Relief** means relief or redress in any form other than compensatory or monetary damages, including: the costs of complying with any injunctive, declaratory or equitable relief, remedy or order; the costs of compliance with the Americans with Disabilities Act or any similar provisions of federal, state or local statutory or common law; and any award of claimant's or plaintiff's attorneys fees or costs, whether or not provided for by statute, but only with respect to **Claims** seeking such Non-Monetary Relief. Non-Monetary Relief shall not include the cost of disaster response activities conducted by the **Insured** as required by the Federal Emergency Management Agency (FEMA).

17. **Personal Injury** means the following, when alleged against an **Insured** by an entity or a person who is not a past or present **Insured**, or applicant for employment with the **Insured**, libel, slander, or other defamation; invasion of privacy, false arrest, erroneous service of process, wrongful detention or imprisonment, malicious prosecution, wrongful entry or eviction, subject to Exclusion D.14., infringement of copyright or trademark, or other unauthorized use of title, or plagiarism or misappropriation of ideas.

18. **Policy Period** means the period from the Inception Date of this Policy set forth, in Item 2. of the Declarations, to the Expiration Date of this Policy set forth in Item 2. of the Declarations, or to any earlier cancellation date of this Policy.

19. **Pollutant** means any of the following:

    a. Smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including medical or pharmaceutical supplies and materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, Pollutants or contaminants;

    b. Mold(s), mildew(s), fungi and/or spore(s); or any materials, goods or products containing, harboring or nurturing any such mold(s), mildew(s), fungi and/or spore(s);

    c. Lead, silica or asbestos, whether or not airborne as a particle, contained in or formed as part of a product, structure or other real or personal property, ingested or inhaled or transmitted in any fashion, or found in any form whatsoever; or

    d. Nuclear reaction, radioactive contamination or any radiation of any kind, including but not limited to nuclear radiation and electromagnetic radiation.

20. **Post-Crisis Expenses** means reasonable costs incurred by **You** within sixty (60) days after a **Public Crisis Event** to purchase equipment or make property improvements that are not covered by other insurance and that relate directly to the security of **Your Premises** and may assist in prevention or mitigation of future **Public Crisis Events**.

21. **Premises** means the following, if located in the continental United States:

    a. A building, facility or other real property including adjoining ways, which **You** own, rent or lease and is used by **You** to conduct **Your** business, including administration, maintenance and recreational facilities;

    b. A building, facility, or other real property being visited by **Your** elected, appointed or employed officials, directors, officers, members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, or **Employees**, on an official business trip on **Your** behalf;

c. A vehicle that **You** own or lease pursuant to a written contract, but solely if being used in the transportation of **Your** elected or appointed or employed officials, directors, officers, members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, or **Employees**.

Premises does not include any location for an event independently organized by **Employees** or others without **Your** knowledge or approval.

22. **Public Crisis Event** means:

a. A violent act of a criminal nature taking place on **Your Premises** that causes **Bodily Injury** to a **Victim**; or

b. A credible threat communicated to **You** of a violent act of a criminal nature taking place on **Your Premises** which **You** reasonably believe may imminently cause **Bodily Injury** to a **Victim**;

in response to which **You**: (1) implement **Your Emergency Response Plan**; (2) contact federal, state or local police authorities for assistance; and (3) invoke an emergency succession plan due to **Bodily Injury** to a **Victim**, or the credible threat thereof.

Public Crisis Events involving a sequence or series of related violent acts or threats will be deemed to have taken place at the time the first violent act began or threat occurred. Continuous or repeated exposure to substantially the same acts or threats, regardless of how many **Victims** by the same perpetrator, or two or more perpetrators acting in concert, shall be considered one Public Crisis Event.

23. **Public Officials Wrongful Act** means:

a. An actual or alleged act, error, omission, misstatement, misleading statement or breach of duty, including any **Personal Injury**, by any **Insured**, if committed in the performance of his or her duties for **You**;

b. An actual or alleged violation of civil rights protected under 42 USC § 1981 et seq., or any similar federal, state or local law, by any **Insured**, if committed in the performance of his or her duties for **You**;

c. Any matter claimed against an **Insured** solely by reason of his or her status as an **Insured** during the **Policy Period**, if committed in the performance of his or her duties for **You**; or

d. Any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by a natural person **Insured** while serving, at the direction or request of **You**, in his or her capacity as a board member or committee member of a not-for-profit organization, other than **You**, which is exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, as the same may be amended from time to time, at **Your** direction or request.

Coverage available pursuant to subsection d. shall be excess of and not contribute with any other insurance plan or program of self-insurance carried by such not-for-profit corporation, and any contribution or indemnification to which a natural person **Insured** is entitled from such not-for-profit organization.

A Public Officials Wrongful Act shall not include an **Employment Practices Wrongful Act** or a **Third Party Wrongful Act**.

24. **Public Relations Expenses** means the reasonable and necessary fees and expenses incurred by **You** in response to a **Public Crisis Event**, within one hundred twenty (120) days after such **Public Crisis Event** took place, for services performed by a **Crisis Management Firm** to minimize potential harm to **Your** name or reputation as a result of such **Public Crisis Event**, including but not limited to maintaining and restoring public confidence in **You** and providing advice to **Insureds**.

25. **Related Claims** means all **Claims** based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances situations, transactions or events, whether related logically, casually or in any other way. All Related Claims will be deemed to be a single **Claim** for purposes of Section **C. LIMITS OF LIABILITY / RETENTIONS** and **F. CONDITIONS**, Item 5. Notice; Timing; and Interrelationship of Claims.

26. **Retroactive Date** means the applicable date set forth in Item 7. of the Declarations.

27. **Sexual Abuse and Molestation** means any actual or alleged conduct, physical act, gesture or spoken or written word of a sexual nature directed by an **Insured**, or by any person for whom an **Insured** is legally responsible, toward any person under the care, custody or control of any **Insured**, including without limitation any actual, alleged or threatened sexual intimacy (even if allegedly consensual), sexual molestation, sexual assault or battery, exploitation or any other sexual act.

28. **Terrorism** means "Certified Acts" as defined by the Terrorism Risk Insurance Act of 2002, or any subsequent amendments or reauthorizations of such Act (TRIA).

29. **Third Party Wrongful Act** means any of the following, when alleged against an **Insured** by **Your Business Invitee** or by a third party individual (other than another **Insured**, student or minor) with whom an **Insured** interacts outside of the **Premises** for the purpose of conducting official business on **Your** behalf:

    a. Harassment (including sexual harassment);

    b. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws; or

    c. Invasion of privacy.

    A Third Party Wrongful Act shall not include a **Public Officials Wrongful Act**.

30. **Travel/Printing Expenses** means reasonable and necessary expenses incurred by **You** in response to a **Public Crisis Event** within one hundred twenty (120) days after such **Public Crisis Event** took place for printing, advertising, mailing materials, or travel by any **Insured** or the **Crisis Management Firm** in connection with such **Public Crisis Event**.

31. **Victim** means:

    a. An elected, appointed or employed officials, directors, officers, members of commissions, boards or other units operated by **You** and under **Your** jurisdiction;

    b. A **Business Invitee**; or

    c. An **Employee**;

    who sustain(s) a **Bodily Injury**.

Victim shall not include independent contractors or subcontracted personnel working on the **Premises** or any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **Public Crisis Event**.

32. **Wrongful Act** means any **Public Officials Wrongful Act**, **Employment Practices Wrongful Act** or **Third Party Wrongful Act**.

F. CONDITIONS

1. **Other Insurance:**

Insurance provided under this Policy will be excess of and will not contribute with other valid and collectible insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess of this Policy by reference in such other policy to the Policy number of this Policy. This Policy will not be subject to the terms of any other insurance.

In the event that coverage is available for a **Claim** under any other insurance policy that applies to **Claims** for **Bodily Injury**, **Personal Injury** or property damage, **We** will have no duty to defend such **Claim**, or to pay any **Defense Expenses** incurred by **You** or on **Your** behalf, or to contribute to or reimburse **Defense Expenses** incurred by such other insurance policy in connection with such **Claim**.

2. **Cooperation:**

In the event of a **Claim**, the **Insured** will provide **Us** with all information, assistance and cooperation that **We** reasonably request, and will do nothing that may prejudice **Our** position or potential or actual rights of recovery. The **Insured** shall not make any payment, admit any liability, settle any **Claim**, assume any obligation, or incur any expense without **Our** consent. At **Our** request, the **Insured** will assist in any actions, suits, or proceedings, including but not limited to attending hearings, trials and depositions, securing and giving evidence, and obtaining the attendance of witnesses, and will also assist in making settlements.

3. **Subrogation:**

We will be subrogated to the extent of any payment **We** make under this Policy to all of the rights of recovery of the **Insured**. The **Insured** will execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable **Us** effectively to bring suit in their name. The obligations of the **Insured** under this condition will survive the expiration or cancellation of the Policy.

4. **Extended Reporting Period:**

a. If this Policy is cancelled or non-renewed for any reason other than nonpayment of premium, the **Named Insured** will have the right to:

(1) a seventy-five (75) day Automatic Extended Reporting Period, beginning on the effective date of such cancellation or non-renewal, for no additional premium charge; and

(2) to purchase an Additional Extended Reporting Period, beginning on the effective date of the cancellation or non-renewal, for an additional premium; provided that the **Named Insured** elects to purchase the Additional Extended Reporting Period in writing and provides **Us** any additional premium due within thirty (30) days of the effective date of cancellation or non-renewal, subject to the available options as set forth in subparagraph c.

b. The coverage otherwise afforded by this Policy will be extended to apply to **Loss** or **Defense Expenses** from **Claims** first made during the Extended Reporting Period, but only if such **Claims** are for **Wrongful Acts** committed on or after the **Retroactive Date** and before the end of the **Policy Period**. An Extended Reporting Period does not increase or reinstate any Limit of Liability and may only be effective if all premiums and retentions due under the Policy have been paid. The Automatic Extended Reporting Period shall not become effective if the **Insured** procures replacement coverage. Once purchased, the Extended Reporting Period may not be canceled and the premium shall be deemed fully earned.

c. Additional Extended Reporting Period Options:

(1) a one (1) year extended reporting period for an additional premium of seventy percent (70%) of the Premium set forth in Item 6. of the Declarations;

(2) a two (2) year extended reporting period for an additional premium of one hundred percent (100%) of the Premium set forth in Item 6. of the Declarations; or

(3) a three (3) year extended reporting period for an additional premium of one hundred and fifty percent (150%) of the Premium set forth in Item 6. of the Declarations.

5. **Notice; Timing; and Interrelationship of Claims:**

a. As a condition precedent to any right to payment under this Policy, the **Insured** must give **Us** written notice of such **Claim**, with full details, as soon as practicable after any of **Your** public officials or administrators becomes aware of such **Claim** and in no event later than seventy-five (75) days after the expiration of the **Policy Period**.

b. If, during the **Policy Period**, the **Insured** first becomes aware of any **Wrongful Act** that may subsequently give rise to a **Claim** and, as soon as practicable thereafter but before the expiration or cancellation of this Policy:

(1) gives **Us** written notice of such **Wrongful Act**, including a description of the **Wrongful Act** in question, the identities of the potential claimants, the consequences which have resulted or may result from such **Wrongful Act**, the damages that may result from such **Wrongful Act** and the circumstances by which the **Insured** first became aware of such **Wrongful Act**; and

(2) requests coverage under this Policy for any subsequently resulting **Claim** for such **Wrongful Act**;

then **We** will treat any such subsequently resulting **Claim** as if it had been first made during the **Policy Period**.

c. All notices under this condition must be sent in writing to the address or email address set forth in Item 5. of the Declarations.

d. All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with Condition 5.b., whichever is earlier.

6. **Notice of Crisis Management Expenses; Inspection of Property:**

a. As a condition precedent to coverage under Insuring Agreement A.3. of this Policy, **You** must notify **Us** in writing as soon as practicable during the **Policy Period**, but in no event more than ten (10) days after the **Public Crisis Event** first took place. The written notice must be as complete as possible, stating how, when, and where the **Public Crisis Event** took place and the **Bodily Injury** or damage arising therefrom, and providing a summary of the **Crisis Management Expenses** incurred or expected to be incurred.

b. To be eligible for coverage, **Crisis Management Expenses** must be submitted to **Us** no later than ninety (90) days after such **Crisis Management Expenses** are incurred.

c. **We** will be permitted, but not obligated, to inspect **Your** property and operations and to review the **Emergency Response Plan** at any time, upon reasonable notice. Neither **Our** right to make such inspection or review nor the making of any such inspection or review shall constitute an undertaking on behalf of or for the benefit of the **Insured** or others to determine or warrant that such property and operations are safe or that the **Emergency Response Plan** is adequate, effective or legal.

7. **Cancellation; No Obligation to Renew:**

a. **We** may not cancel this Policy except for **Your** failure to pay a premium when due. **We** will deliver or mail by first class, registered or certified mail to **You** at **Your** last known address, written notice of cancellation at least twenty (20) days before the effective date of cancellation. Such notice shall state the reason for cancellation. A copy of such notice shall be sent to the agent of record.

b. **You** may cancel this Policy by mailing to **Us** written notice stating when, not later than the Expiration Date set forth in Item 2. of the Declarations, such cancellation will be effective. In such event, return premium will be computed as 0.90 times the pro rata unearned premium shown in Item 6. of the Declarations and rounded to the nearest whole dollar. Premium adjustment may be made either at the time that cancellation by **You** is effective or as soon as practicable thereafter. If the Policy Aggregate Limit of Liability, as set forth Item 3.(d) of the Declarations, is exhausted by the payment of **Loss** or **Defense Expenses**, the entire premium will be deemed fully earned.

c. **We** will not be required to renew this Policy upon its expiration. If **We** elect not to renew this Policy, **We** will deliver or mail by first class, registered or certified mail to **You** at **Your** last known address, written notice to that effect at least sixty (60) days before the Expiration Date set forth in Item 2. of the Declarations. Such notice shall state the specific reason(s) for non-renewal. A copy of such notice shall be sent to the agent of record.

8. **Representations:**

The **Named Insured** represents that the statements contained in the **Application** are true, accurate and complete, and agrees that this Policy is issued in reliance upon the truth thereof, which are deemed to be incorporated into and to constitute a part of this Policy.

9. **Separation of Insureds; Protection of Innocent Insureds:**

a. In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the **Application**, this Policy will be void:

(1) with respect to any natural person **Insured** who knew of such untruth, misrepresentation or omission; and

(2) with respect to **You**, if, and only if, **Your** elected or appointed official, or the highest ranking member of any of **Your** boards, commissions or units, or any other person in a functionally equivalent position, knew of such untruth, misrepresentation or omission.

b. No act, error or omission of any **Insured** will be imputed to any other **Insured** to determine the application of any exclusion set forth in Section **D. EXCLUSIONS** of this Policy. If it is determined that an exclusion applies to an **Insured** in connection with a **Claim**, no coverage shall be available under this Policy for such **Insured**, however, coverage shall continue in effect under this Policy for any other **Insured**, subject to all other terms, conditions, and exclusions herein.

10. **No Action against Us:**

a. No action may be taken against **Us** unless, as conditions precedent thereto, there has been full compliance with all of the terms of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after adjudicatory proceedings, or by written agreement of the **Insured**, the claimant and **Us**.

b. No person or entity will have any right under this Policy to join **Us** as a party to any **Claim** to determine the liability of any **Insured**; nor may **We** be impleaded by an **Insured** or his, her or its legal representative in any such **Claim**.

11. **Insolvency of Insured:**

We will not be relieved of any of **Our** obligations under this Policy by the bankruptcy or insolvency of an **Insured**.

12. **Non-Accumulation of Limits:**

If coverage is provided under this Policy and any other policy or policies underwritten or reinsured by **Us** to **You**, the maximum amount payable in the aggregate under this Policy and all such other policies shall not exceed the single highest Limit of Liability available under all such policies. Only one retention or deductible will apply, which shall be the retention or deductible corresponding to the Limit of Liability applied to the **Claim**.

13. **Territory:**

This Policy applies to **Wrongful Acts** committed by an **Insured**, or to any **Claim** brought against an **Insured**, anywhere in the world.

14. **Authorization and Notices:**

The **Insureds** agree that **You** will act on their behalf with respect to receiving any notices and return premiums from **Us**.

15. **Changes:**

This Policy contains all the agreements between any and all **Insureds** and **Us** concerning this insurance. The **Named Insured** is authorized on behalf of all **Insureds** to make changes in the terms of this Policy with **Our** consent. This Policy's terms can be amended or waived only by endorsement issued by **Us** and made part of this Policy.

16. **Assignment:**

No assignment of interest under this Policy will bind **Us** without **Our** consent.

17. **Entire Agreement:**

The **Insured** agrees that this Policy, including the **Application** and any endorsements, constitutes the entire agreement between every **Insured** and **Us** or any of **Our** agents relating to this insurance.

18. **Choice of Law:**

All matters arising hereunder, including but not limited to questions related to the validity, interpretation, performance and enforcement of this Policy, shall be determined in accordance with the law and practice of the State of New York, notwithstanding New York's conflicts of law rules.

19. **Premium:**

The **Named Insured** shall be responsible for payment of all premiums and will be the payee of any return premium. The Policy premium may be changed at any time if the Policy terms and conditions are changed by, among other things, adding additional insureds, changing limits of liability or extending the **Policy Period**. The **Named Insured** or its designee agrees to pay all increased premiums promptly in accordance with the Company's invoices.

20. **Conformity to Statute:**

All terms of this Policy that conflict with any applicable laws or regulations are hereby amended to conform to such laws or regulations.

21. **Headings:**

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

In witness whereof, the Insurer has caused this Policy to be executed on the Declarations Page.

ENDORSEMENT NO._____

ADDITIONAL INSUREDS

This Endorsement, effective at 12:01 a.m. on 11/16/2024 , forms part of

Policy No.: POL0954783-04
Issued to: ORS 190 Entity; Mid-Willamette Valley Homeless Alliance
Issued by: Indian Harbor Insurance Company

In consideration of the premium charged, it is hereby agreed that:

Section **E. DEFINITIONS**, **Insured** as defined in the Policy is amended to include:

ORS 190 Entity

All other terms, conditions and limitations of this Policy shall remain unchanged.

Martin H. Kanojia, Jr.
_____
(Authorized Representative)

ENDORSEMENT NO._____

ADDITIONAL INSUREDS
BOARDS, COMMISSIONS OR UNITS

This Endorsement, effective at 12:01 a.m. on 11/16/2024 , forms part of

Policy No.: POL0954783-04
Issued to: ORS 190 Entity; Mid-Willamette Valley Homeless Alliance
Issued by: Indian Harbor Insurance Company

In consideration of the premium charged, it is hereby agreed that:

Section **E. DEFINITIONS**, Item 13. **Insured** definition is amended to include the following boards, commissions or units of the **Named Insured**, and past, present or future duly elected, appointed or employed officials, directors, or members thereof, but ONLY if selected below:

☐ schools;

☐ airports;

☐ transit authorities;

☐ hospitals;

☐ nursing homes;

☒ housing authorities;

☐ port authorities;

☐ utility companies

Provided, however, that if any such board, commission or unit is not specifically selected above, then it, and any officials, directors, members or employees thereof, will be excluded from coverage under this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Martin H. Kanojia, Jr.
_____
(Authorized Representative)

ENDORSEMENT NO._____

DEFENSE EXPENSES PAID WITHIN THE LIMITS OF LIABILITY

This Endorsement, effective at 12:01 a.m. on 11/16/2024 , forms part of

Policy No.: POL0954783-04
Issued to: ORS 190 Entity; Mid-Willamette Valley Homeless Alliance
Issued by: Indian Harbor Insurance Company

In consideration of the premium charged, it is hereby agreed that:

I. The Caption at the top of the Declarations is amended to read as follows:

SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DEFENSE EXPENSES ARE WITHIN AND WILL REDUCE THE LIMITS OF LIABILITY.

PLEASE READ AND REVIEW THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE BROKER.

II. Section **C. LIMITS OF LIABILITY / RETENTIONS**, Items 1.a., 2., and 3. are amended to read as follows:

1. Public Officials Liability

   a. The amount set forth in Item 3.(a) of the Declarations is the most **We** will pay for all **Loss** in excess of the Retention set forth in Item 4. of the Declarations resulting from each **Claim** covered under Insuring Agreement A.1.a. The payment of **Defense Expenses** shall be part of, and not in addition to, the applicable Limits of Liability, and **Our** payment of such **Defense Expenses** will reduce those Limits of Liability.

2. Employment Practices Liability and Third Party Liability

   The amount set forth in Item 3.(c) of the Declarations is the most **We** will pay for all **Loss** in excess of the Retention set forth in Item 4 of the Declarations resulting from each **Claim** covered under Insuring Agreement A.2. The payment of **Defense Expenses** shall be part of, and not in addition to, the applicable Limits of Liability, and **Our** payment of such **Defense Expenses** will reduce those Limits of Liability.

3. Policy Aggregate Limit of Liability

   The amount set forth in Item 3.(d) of the Declarations is the most **We** will pay for all **Loss** or **Defense Expenses** resulting from all **Claims** covered under Insuring Agreements A.1 and A.2.

III. Item 3. of the Declarations is amended to read as follows:

Item 3. LIMITS OF LIABILITY

(a) Public Officials Liability

$ 2,000,000 **Company's** maximum Limit of Liability for all **Loss** and **Defense Expenses** from each **Claim** under **INSURING AGREEMENT** A.1.a.;

(b) Non-Monetary Coverage – Defense Only

1. $ 50,000 **Company's** maximum Limit of Liability for all **Defense Expenses** from each **Claim** under **INSURING AGREEMENT** A.1.b.;

2. $ 100,000 **Company's** maximum Limit of Liability for all **Defense Expenses** from all **Claims** under **INSURING AGREEMENT** A.1.b.;

(c) Employment Practices Liability And Third Party Liability

$ 2,000,000 **Company's** maximum Limit of Liability for all **Loss** and **Defense Expenses** from each **Claim** under **INSURING AGREEMENT** A.2.

(d) Policy Aggregate Limit Of Liability

$ 2,000,000 **Company's** aggregate Limit of Liability for all **Loss** and **Defense Expenses** from all **Claims** under **INSURING AGREEMENT** A.2.

(e) Public Officials Crisis Management Limit Of Insurance

$ 25,000 **Company's** maximum Limit of Insurance for all **Crisis Management Expenses** from all **Public Crisis Events** under Section A.3.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Martin H. Kamps, Jr.

(Authorized Representative)

ENDORSEMENT NO._____

MINIMUM EARNED PREMIUM UPON CANCELLATION

This Endorsement, effective at 12:01 a.m. on 11/16/2024 , forms part of

Policy No.: POL0954783-04
Issued to: ORS 190 Entity; Mid-Willamette Valley Homeless Alliance
Issued by: Indian Harbor Insurance Company

In consideration of the premium charged, it is hereby agreed that:

Section **F. CONDITIONS**, Item 7. **Cancellation; No Obligation to Renew**, Paragraph b. is deleted in its entirety and replaced as follows:

b. **You** may cancel this Policy by mailing **Us** written notice stating when, no later than the Expiration Date set forth in Item 2.(b) of the Declarations, such cancellation will be effective. In such event, the earned premium amount to be retained by **Us** will be the greater of:

(1) The amount computed in accordance with **Our** customary short rate table and procedure;

(2) 25 % of the total policy premium shown in Item 6. of the Declarations; or

(3) $1,500.00 .

Premium adjustment may be made either at the time that cancellation by **You** is effective or as soon as practicable thereafter. If the Policy Aggregate Limit of Liability, as set forth Item 3.(c) of the Declarations, is exhausted by the payment of **Loss** or **Defense Expenses**, the entire premium will be deemed fully earned.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Martin H. Kaufpe, Jr.
_____
(Authorized Representative)

ENDORSEMENT NO._____

INCREASED LIMITS OF LIABILITY (MID-TERM)

This Endorsement, effective at 12:01 a.m. on 11/16/2024 , forms part of

Policy No.: POL0954783-04
Issued to: ORS 190 Entity; Mid-Willamette Valley Homeless Alliance
Issued by: Indian Harbor Insurance Company

In consideration of the premium charged, it is hereby agreed that:

I. Item 3. of the Declarations, LIMITS OF LIABILITY, is deleted in its entirety and replaced with the following:

Item 3. LIMITS OF LIABILITY

(a) Public Officials Liability

$ 2,000,000 **Company's** maximum Limit of Liability for all **Loss** from each **Claim** under **INSURING AGREEMENT** A.1.a.;

(b) Non-Monetary Coverage – Defense Only

1. $50,000 **Company's** maximum Limit of Liability for all **Defense Expenses** from each **Claim** under **INSURING AGREEMENT** A.1.b.;

2. $100,000 **Company's** maximum Limit of Liability for all **Defense Expenses** from all **Claims** under **INSURING AGREEMENT** A.1.b.;

(c) Employment Practices Liability And Third Party Liability

$ 2,000,000 **Company's** maximum Limit of Liability for all **Loss** from each **Claim** under **INSURING AGREEMENT** A.2.

(d) Policy Aggregate Limit Of Liability

$ 2,000,000 **Company's** aggregate Limit of Liability for all **Loss** from all **Claims** under **INSURING AGREEMENT** A.1.a. and A.2. and for all **Defense Expenses** from all **Claims** under **INSURING AGREEMENT** A.1.b.

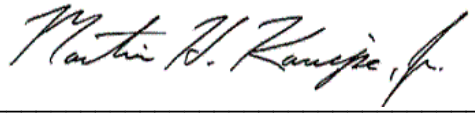
(e) Public Officials Crisis Management Limit Of Insurance

$ 25,000 **Company's** maximum Limit of Insurance for all **Crisis Management Expenses** from all **Public Crisis Events** under Section A.3.

II. It is understood and agreed that such Limits of Liability shown above shall apply to **Public Officials Wrongful Acts**, **Employment Practices Wrongful Acts**, **Third Party Wrongful Acts** and **Public Crisis Events** occurring on or after 11/16/2024 and before the end of the **Policy Period**.

III. It is further understood and agreed that the Limits of Liability in effect prior to the effective date of this Endorsement shall apply to **Public Officials Wrongful Acts**, **Employment Practices Wrongful Acts**, **Third Party Wrongful Acts** that take place on or after the **Retroactive Date** (or Inception Date of this Policy, with respect to **Public Crisis Events**) and prior to 11/16/2024 , and such Limits of Liability are part of, and not in addition to, the Limits of Liability set forth above.

All other terms, conditions and limitations of this Policy shall remain unchanged.



(Authorized Representative)

ENDORSEMENT NO._____

US PROFESSIONAL INDEMNITY - CYBER EXCLUSION

(Cyber Act, Cyber Incident and Data Breach exclusion)

This Endorsement, effective at 12:01 a.m. on 11/16/2024 , forms part of

Policy No. POL0954783-04
Issued to ORS 190 Entity; Mid-Willamette Valley Homeless Alliance
Issued by Indian Harbor Insurance Company

In consideration of the premium charged:

1. This Policy shall not apply to any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a:
   a. **Cyber Act;**
   b. **Cyber Incident**; or
   c. **Data Breach**.

2. For the purposes of this endorsement, the following terms shall have the meanings set forth below:
   a. "**Computer System**" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

   b. "**Cyber Act**" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

   c. "**Cyber Incident**" means:

      i. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

      ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

   d. "**Data Breach**" means:

      i. the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any **Computer System**; or

      ii. the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data.**

e. "**Electronic Data**" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Martin N. Kamphe, Jr.

Authorized Representative

ENDORSEMENT NO._____

CONSUMER PROTECTION LAWS EXCLUSION ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on 11/16/2024 , forms part of

Policy No.: POL0954783-04
Issued to: ORS 190 Entity; Mid-Willamette Valley Homeless Alliance
Issued by: Indian Harbor Insurance Company

In consideration of the premium charged, it is hereby agreed that:

This Policy shall not apply to any Claim based upon, arising out of (in whole or in part), attributable to, relating to, or in any way involving, either directly or indirectly, any actual or alleged unsolicited electronic communication or deceptive trade practice by or on behalf of an Insured, including but not limited to any action, suit, or administrative proceeding, including by the Consumer Financial Protection Bureau (CFPB) or any other state or federal agency, brought under or alleging the violation of the following: the Telephone Consumer Protection Act (TCPA), the Federal Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA), the CAN-SPAM Act of 2003, and the Fair and Accurate Credit Transaction Act (FACTA), including any amendments or additions thereto; or any similar federal, state, local, or foreign law, statute, regulation or statutory or common law.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Martin H. Kanipe, Jr.

Authorized Representative

ENDORSEMENT #

This endorsement, effective 12:01 a.m. 11/16/2024 , forms a part of Policy No. POL0954783-04

issued to ORS 190 Entity; Mid-Willamette Valley Homeless Alliance

by Indian Harbor Insurance Company

SERVICE OF PROCESS

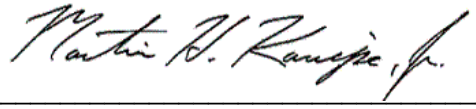
The Commissioner of Insurance of the State of Oregon is hereby designated the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit or proceeding arising out of this policy. The Company further designates:

Sarah Mims
Assistant Secretary
505 Eagleview Boulevard, Suite 100
Exton, Pennsylvania 19341-0636

as its agent in Oregon to whom such process shall be forwarded by the Commissioner of Insurance.

For Illinois exposures, the Insurer further designates the Director of the Illinois Division of Insurance and his successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of an Illinois exposure and this contract of insurance.

All other terms and conditions of this policy remain unchanged.



(Authorized Representative)

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MID-WILLAMETTE VALLEY HOMELESS ALLIANCE POLICY & PROCEDURE	
Policy/Procedure Name	Subgrantee Monitoring Policy
Effective Date	**TBD**
Authority	2 C.F.R. Part 200, Oregon Housing and Community Services (OHCS) subgrantee guidance & MWVHA grant agreements

1. PURPOSE

The Mid-Willamette Valley Homeless Alliance (MWVHA), as a pass-through entity for state and federal funds, is responsible for ensuring that subgrantees use funds appropriately, comply with applicable laws and regulations, and achieve intended program outcomes. This policy establishes the Board's framework for subgrantee monitoring and outlines the principles by which MWVHA staff will conduct oversight.

2. POLICY STATEMENT

MWVHA will implement a fair, consistent, and risk-based monitoring system for all subgrantees. Monitoring is intended to:

a) Ensure compliance with federal, state, and contractual requirements.

b) Safeguard the financial integrity of public funds.

c) Support subgrantees in building capacity and improving performance.

d) Identify and address concerns early through progressive technical assistance and corrective action.

3. RISK ASSESSMENT

Prior to awarding funds, MWVHA will conduct a risk assessment of each subgrantee. Factors considered may include:

a) Newness to federal/state funding

b) Turnover in leadership or staff

c) Previous compliance or audit findings

d) Size and complexity of the award

e) Past performance and reporting history

The results of the risk assessment will determine the level and frequency of monitoring.

4. MONITORING ACTIVITIES

Monitoring will occur at least annually and may include:

a) Desk reviews of financial and programmatic documentation.

b) On-site or virtual visits, including entrance and exit conferences.

c) Review of policies, procedures, and required documents (e.g., insurance, audits, fiscal controls).

d) Verification of performance outcomes, financial expenditures, and compliance with grant terms.

Subgrantees must submit monthly progress reports and required financial documentation throughout the grant cycle.

5. FINDINGS, CORRECTIVE ACTIONS, AND SANCTIONS

MWVHA will issue written monitoring reports within **30 days** of a site visit. Reports will highlight strengths, note concerns, and identify any findings of noncompliance.

a) Concerns: Areas of weakness requiring improvement.

b) Findings: Material violations of law, regulation, or contract terms.

c) Corrective Actions: Subgrantees will be required to submit and implement corrective action plans with clear timelines.

d) Sanctions: If corrective actions are not taken, MWVHA may impose progressive sanctions, including restricted payments, disallowed costs, suspension, termination, or debarment.

6. RECOGNITION OF ACCOMPLISHMENTS

MWVHA will also make efforts to acknowledge and highlight subgrantee successes through commendations, public recognition, or awards.

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE POLICY & PROCEDURE	
Policy Name	Invoicing and Financial Compliance
Effective Date	**TBD**
Authority	2 CFR Part 200, Oregon Housing and Community Services (OHCS) guidance & MWVHA grant agreements

1. PURPOSE

The Mid-Willamette Valley Homeless Alliance (MWVHA), as a pass-through entity for state and federal funds, is responsible for ensuring that all subgrantee expenditures are allowable, reasonable, and tied directly to approved budgets and program outcomes. This policy establishes the Board's framework for invoicing and financial compliance, while detailed procedures will be maintained in staff guidance and subgrantee manuals.

2. POLICY STATEMENT

MWVHA will administer a consistent, fair, and transparent invoicing process to safeguard public funds while supporting subgrantee success. All invoices must meet the following principles:

a) Timely: Invoices must be submitted regularly and within the required deadlines. MWVHA is not responsible for delayed reimbursements due to late or incomplete submissions.

b) Accurate: Invoices and supporting documentation must reflect correct dates, payees, amounts, and descriptions.

c) Complete: Invoices must be accompanied by all required documentation (receipts, payroll records, ledgers, etc.). Incomplete invoices will be rejected in full.

d) Verifiable: All costs must be supported by clear, traceable documentation (e.g., receipts, proof of payment, time sheets).

e) Reasonable and Allowable: All costs must align with federal and state guidance, the approved budget, and grant outcomes. Expenses deemed unallowable will not be reimbursed.

3. ALLOWABLE AND UNALLOWABLE COSTS

a) Allowable costs must align with the approved budget categories, be necessary for program delivery, and demonstrate direct benefit to the grant population.

b) Unallowable costs include entertainment, staff meals or appreciation, alcohol, lobbying, marketing materials (unless explicitly approved), or any expense not tied directly to the grant.

4. INVOICE SUBMISSION

a) Invoices must be submitted through the designated MWVHA portal within the required timeframes.

b) Subgrantees are expected to maintain clear and organized records that allow MWVHA to quickly verify expenditures.

c) Rejected invoices must be corrected and resubmitted in full before reimbursement can occur.

5. ADVANCE PAYMENTS AND RECONCILIATION

a) Limited advances may be permitted under MWVHA policy but must be reconciled within 60 days or the next invoice cycle.

b) All reconciliations must include proof of payment and required supporting documentation.

6. RECORD RETENTION

Subgrantees must retain all financial documentation, including invoices, receipts, and ledgers, for at least seven (7) years and provide them upon request by MWVHA, the State of Oregon, or federal agencies.

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE

CODE OF CONDUCT
Attestation

A. PURPOSE

The Mid-Willamette Valley Homeless Alliance Board of Directors is committed to the highest ethical standards in how a Continuum of Care (CoC) conducts its business and operations. The following policy governs subgrantees interactions with each other and with Alliance staff. In order to receive grants funds from the Alliance, this policy must be signed. This code of conduct policy mirrors the one signed by CoC board and committee members.

B. CODE OF CONDUCT

Governance Charter, Article III.B.

1. **GENERAL PROVISIONS.** CoC grant recipients are expected to observe the highest standards of ethical conduct in the execution of their responsibilities, to conduct themselves with courtesy and respect, and to refrain from harassment, intimidation, discrimination, and physical or verbal abuse.

2. **CONFIDENTIALITY**. CoC grant recipients must respect and maintain the confidentiality of sensitive information they may gain from their association with the CoC. This may include personal information about community members experiencing homelessness.

3. **RESPONSIBILITY AND INTEGRITY**. In the performance of their duties, CoC grant recipients are expected to carry out grant activities to the best of their abilities, and to maintain the highest standards of integrity for actions with other CoC members, including CoC Board members, service providers, service recipients, Alliance Staff, and members of the general public. CoC grant recipients shall put forth honest effort in the performance of their duties to advance the CoC's mission, exercising sufficient control and supervision over matters for which they are individually responsible, and should not do anything to bring the full CoC or its members into disrepute.

4. **MISUSE OF POSITION**. Misuse of position is prohibited. CoC grant recipients must not use their position or grant funds for personal gain or for the benefit of family or friends.

5. **COMMUNICATIONS**. CoC grant recipients shall make clear when communicating publicly or with the media, whether they are speaking in their own name, on behalf of their agency or organization. Subgrantees are prohibited from speaking on behalf of the Alliance unless clearly directed to do so by the CoC board.

6. **WASTE, FRAUD, AND ABUSE**. CoC grant recipients shall disclose waste, fraud, abuse, and corruption within their operation to the Alliance Director and appropriate authorities.

7. **EQUAL OPPORTUNITY**. CoC grant recipients shall adhere to laws and regulations that provide equal opportunity for all people regardless of race, color, religion, gender, identity, national origin, ethnicity, sexual orientation, age, or disability.

8. **PENALTIES**. This Code of Conduct will be distributed annually to CoC grant recipients. Grant recipients in violation of any portion of this Code of Conduct will be subject to disciplinary action, which could include immediate termination of the grant and repayment of grant funds.

9. **ANNUAL DECLARATION**. CoC grant recipients are to annually receive a copy of the Code of Conduct, acknowledge receipt by signing a form, and submit a copy of the signed form to CoC staff.

C. CODE OF CONDUCT ACKNOWLEDGMENT

As a CoC grant recipients, I hereby acknowledge that by typing my name below, this is my signature, and I attest that:

1. I have received a copy of the Mid-Willamette Valley Homeless Alliance's Code of Conduct;
2. I have read and understand the Mid-Willamette Valley Homeless Alliance's Code of Conduct provisions; and that
3. I agree to comply with the Code of Conduct.

Typed Signature: _____

Date: _____

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE
BOARD RECRUITMENT PLAN

Purpose

The goal is to ensure the board reflects the diversity, expertise, and lived experience necessary to guide our region's efforts to end homelessness through coordinated planning, funding, and oversight.

I. Recruitment Goals

1. **Ensure representative and equitable governance**
    - Recruit board members who reflect the racial, cultural, geographic, and lived experience diversity of Marion and Polk counties.
    - Prioritize inclusion of individuals with lived experience of homelessness as required by HUD.
2. **Align board composition with strategic needs**
    - Strengthen board expertise in areas such as housing development, public health, finance, philanthropy, and behavioral health.
    - Ensure participation from key systems including local government, health care, criminal justice, education, and tribal communities.
3. **Increase engagement from underrepresented voices**
    - Proactively recruit individuals from rural areas, culturally specific organizations, and communities historically underrepresented in homeless response systems.

II. Targeted Recruitment Criteria

Board candidates will be sought who bring one or more of the following:

- Lived experience of homelessness or deep community engagement with populations experiencing homelessness
- Professional experience in affordable housing, supportive services, behavioral health, or nonprofit management
- Leadership in public or tribal government, health systems, education, or faith-based service

- Financial, legal, or governance expertise
- Demonstrated commitment to racial equity, housing justice, and regional collaboration

---

III. Recruitment Activities

1. **Annual Board Composition Review**
    - The Governance Committee will assess current board demographics, sector representation, and skill gaps each spring.
2. **Open Call for Nominations**
    - Launch an annual call for board nominations via the Alliance website, newsletter, and regional partner networks.
3. **Targeted Outreach**
    - Engage in direct outreach to agencies, community leaders, culturally specific organizations, and former clients.
4. **Application and Interview Process**
    - Candidates will complete a short application, followed by a structured interview with members of the Governance Committee.
5. **Onboarding**
    - New members will receive an orientation packet, attend an onboarding session, and be paired with a current board member as a mentor.

IV. Timeline

Activity	Timeline
Governance Committee review	March – April annually
Open nominations window	May – June
Outreach and interviews	June – July
Board vote on new members	August

Activity	Timeline
New member orientation	September

Note: Recruitment can also occur year-round in response to board vacancies or emerging needs.

V. Roles & Responsibilities

- **Governance Committee**: Oversees recruitment, application review, and nominations.
- **Board Chair & Executive Director**: Support outreach efforts and conduct interviews as needed.
- **Current Board Members**: Engage their networks to identify and encourage qualified candidates.

VI. Accountability and Equity

- Recruitment will be guided by the Alliance's Equity Action Plan.
- Data on board diversity and representation will be reviewed annually and used to shape recruitment goals.
- Individuals with lived experience will be compensated or supported for their participation per HUD guidance and Alliance policy, contingent on available funding.

VII. Communications & Transparency

- All recruitment materials and calls for nominations will be posted publicly at www.mwvhomelessalliance.org.
- Community partners and CoC stakeholders will be encouraged to participate in identifying strong candidates.
- Final board selections will be reported transparently through board minutes and the annual report.

NUMBER OF NUMBER OF AREAS OF EXPERTISE/LEADERSHIP QUALITIES
CURRENT PROSPECTIVE

	Current Members	To Be recruited
Administration/Management		
Early-stage organizations/start-ups		
Financial oversight		
Fundraising/ grant writing		
Government		
Investment management		
Law		
Leadership skills/motivator		
Marketing, public relations		
Human resources		
Strategic planning		
Real estate		
Understanding of community needs		
Technology		
Other		
RESOURCES		
Money to give		
Access to money		
Access to other resources (foundations, corporate support)		
Availability for active participation (solicitation visits, grant writing)		
Representation		
Low barrier		
High barrier		
Education		
Media		
Health care		
Religious affiliations		
Small business		
Public Safety		
Treatment Centers		
PERSONAL STYLE		
Consensus builder		

Good communicator		
Strategist		
Team member		
Visionary		
Direct Communicator		
AGE		
Under 18		
19 – 34		
35 – 50		
51 – 65		
Over 65		
GENDER		
Male		
Female		
Nonbinary		
RACE/ETHNICITY		
African American/Black		
Asian/Pacific Islander		
Caucasian		
Hispanic/Latino		
Native American/Indian		
Other		

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE
COC NOFO PLAN (FY2025)

1) Purpose & Scope

Coordinate, compete, and submit a high-quality Continuum of Care (CoC) Application, Project Priority Listing, and all Project Applications in e-snaps, in alignment with HUD's FY2024–FY2025 CoC/YHDP NOFO, the CoC Program Interim Rule (24 CFR 578), and HUD competition instructions. HUDeCFRpartnersforhome.org

2) Governance & Roles

- **Collaborative Applicant (CA):** Homeless Alliance staff lead; owns NOFO calendar, public notices, local process, rankings, and HUD submission.
- **Rank & Review Committee (R&R):** Conflict-free panel appointed by the CoC Board; scores, ranks, and recommends reallocation.
- **CoC Board:** Adopts local priorities & scoring, approves final rankings and appeal decisions, authorizes submission.
- **HMIS Lead:** Produces System Performance Measures (SPMs), data quality reports, LSA support, and project-level HMIS pulls.
- **CE Lead:** Documents CE compliance & improvements, equity work, safety planning, and access standards.
- **Project Applicants:** Prepare complete, on-time applications with required attachments; respond to clarification requests.

3) Strategic Funding Priorities (local)

Priorities the R&R Committee will apply when scoring/ranking:

1. **Housing First fidelity & throughput** (ES→RRH/PSH transitions); minimize termination for service non-participation.
2. **Performance**: Exits to permanent housing, retention, cost per exit/household, utilization, drawdown timeliness.
3. **Equity & Access**: Performance by subpopulations; strategies to reduce disparities; language access; survivor safety.
4. **CE Participation & HMIS Data Quality**: <5% missing key fields; low data error rates; consistent CE referrals.
5. **System Fit & Leveraging**: Alignment to gaps (youth, DV/SA, chronic, veterans, rural/underserved areas); mainstream benefits; Medicaid/behavioral health linkages.

6. **Compliance Risk**: Monitoring results, audit status, and corrective action follow-through.

4) Competition Timeline (anchor to HUD's FY2025 deadline)

HUD FY2025 CoC/YHDP Deadline:

Day 0 – NOFO Release (HUD)

- Publish **Local Competition Notice** (website + listserv).
- Post draft **local priorities, scoring tools, and calendar**.
- Open **Intent to Renew/New**

By Day 7

- Hold kickoff webinar/Q&A; publish FAQ.
- Release **Project Application Instructions** (renewal/new/DV Bonus/CoC Bonus/Planning.)

By Day 21

- **Local Project Application Deadline**
- Require complete e-snaps exports + attachments (match/MOA, site control if applicable, budgets).

Days 22–35

- HMIS & CE teams generate data packets; Finance confirms drawdowns & spend-rates.
- R&R Committee scores projects using adopted tools; request clarifications.

By Day 40

- **Preliminary Ranking & Reallocation Proposal** published; start **Appeals Window** (minimum 3–5 business days).
- Offer technical corrections to fix factual scoring errors (not new content).

By Day 48

- **Final Ranking Approved by CoC Board**; issue written notifications to all applicants indicating accepted/rejected/ reallocated status **at least 15 days before HUD deadline**, with **reasons & appeal outcomes**. HUD

By Day 55

- Complete the **CoC Application** narratives (system performance, equity, CE, HMIS, PIT/HIC, workforce linkages).
- Confirm **HUD-2991** certifications (dates within HUD window). Our Path Home

By Day 60 (≥72 hours pre-HUD deadline)

- Post to website: final **Project Priority Listing**, **ranked list**, and **Point-of-Contact**.
- Submit **Project Apps** (as needed), **CoC Application**, and **Priority Listing** in e-snaps; retain submission PDFs. HUD Exchange

5) Local Competition Mechanics

A. Reallocation & Bonus Strategy

- **Reallocation:** Shift from persistently underperforming or non-compliant renewals to higher-impact housing (RRH/PSH) or CE/HMIS improvements.
- **CoC Bonus & DV Bonus:** Proactively solicit **new** housing projects addressing documented gaps; prioritize survivor-centered designs and partnerships with DV/SA providers.

B**. Scoring Tools (examples of weighted domains)**

- **Outcomes (40%)**: PH exits/retention; length of time homeless; returns to homelessness.
- **Data Quality & HMIS (15%)**.
- **Housing First & Equity (20%)**.
- **Financial & Contract Performance (15%)**: drawdowns, spend rate, monitoring.
- **Narrative & System Contribution (10%)**: partnerships, CE participation, coverage of gaps.

C. Appeals

- Written appeals allowed for scoring/calculation errors or process violations.
- Appeals panel is independent of scorers; decisions are final and documented.

6) Data & Evidence Package

- **System Performance Measures** (SPMs), **PIT/HIC**, LSA summary.
- CE evaluation: access, prioritization policy, equitable outcomes, safety for survivors.
- HMIS data quality dashboards (completeness, timeliness, accuracy).

- Monitoring summaries & corrective actions.

7) Compliance & Risk Controls

- Follow **24 CFR 578** requirements for eligibility, match, site control, and environmental review timelines; track conditions post-award. eCFR
- Document **local deadlines**, **written notifications**, and **public posting** of rankings—HUD reviews these for points. HUD
- Maintain conflict-of-interest disclosures for R&R members; exclude affiliated scorers.
- Archive all notices, agendas, sign-ins, recordings, scores, and decisions.

8) Communications Plan

- **NOFO page on our website** with: calendar, tools, FAQs, office hours, ranking policy, and appeal protocol
- Regular bulletins (weekly during competition).
- Targeted TA for small/rural and culturally specific providers; publish office-hour schedule

9) After HUD Submission

- Conduct a work session to capture lessons learned.
- Prepare for **post-award conditions** (match letters, environmental review, site control) within the timeframes at 24 CFR 578.21. eCFR

10) Attachments / Tools (templates to prepare now)

- Local Competition Policy & Procedures (with timeline & appeals).
- Scoring rubrics (renewal/new/DV Bonus).
- Reallocation policy.
- Conflict-of-interest & non-disclosure forms.
- Applicant instructions & required document checklist.
- Sample notices (opening, deadlines, accept/decline letters).

Community Health Improvement Plan (CHIP) Alignment

Proposed Strategies for Alliance to Champion

Background

The Marion-Polk Community Health Improvement Plan (CHIP) calls on partner organizations to identify strategies to champion. Championing does not always mean delivering services directly; it can also mean acting as a backbone organization by supporting, tracking, and amplifying the efforts of partners.

The Alliance has been asked to finalize its strategies and submit objectives by September 15, 2025, for presentation at the Steering Committee on September 22, 2025.

Confirmed Strategy (Already Aligned with Current Work)

Housing Stability-Goal 1: Prevent Homelessness

- *Improve coordination between health, housing, and homeless service providers as people move through the housing continuum.*

This strategy directly reflects the Alliance's existing role and ongoing initiatives. Staff recommend continuing to champion this strategy as our anchor commitment to CHIP.

Strategies Needing Board Direction

In addition to the confirmed strategy above, there are several opportunities where the Alliance could take on a champion role. Board input is needed to determine whether we should formally adopt one or more of these strategies:

Housing Stability- Goals 1 & 2

- *Advocate to improve supportive housing models*
- *Support local advocacy efforts that promote accessible housing options*
- *Improve educational opportunities to maintain stable housing and achieve long-term financial well-being*. **Note: DevNW currently operates related programs that could be leveraged.**

Access to Healthcare-Goal 1

- *Increase public awareness and access to healthcare quality data*
    - Example: Posting community-facing “report cards” on the Alliance website or distributing them in board packets.

Director's Report

Misty Bolger, Executive Director

Contract update:

- NOFO planning update
- OHCS funding
- Code of Conduct for subgrantees, looking at new language to clarify process, adding deadlines for end of grant documents, and updating monitoring, HMIS and CE requirements
- Completing new subgrantee invoice procedure—Completed, see attached
- Completing monitoring documents –Completed, see attached

Budget/Finance update:

- Profit and loss statement provided
- Discussion of cost saving options

Please email me if you have specific financial reports that you would like to see in our future board packets.

Services/staffing update:

- Alliance services provided to Subgrantees- Kick off to grants training for subgrantees, Mental Health First Aid training, Question, Persuade, Refer training dates to be finalized for September.

ORS 190 Entity Mid-Willamette Valley Homeless Alli

A/R AGING SUMMARY

As of September 2, 2025

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
City of Salem			44,000.00			44,000.00
Nathanial Perez (CC)	71.62					71.62
Oregon Housing and Community Services			860,750.63			860,750.63
Union Gospel Mission of Salem			500.00			500.00
United Way of the Mid-Willamette Valley			5,000.00			5,000.00
TOTAL	$71.62	$0.00	$910,250.63	$0.00	$0.00	$910,322.25

ORS 190 Entity Mid-Willamette Valley Homeless Alliance

DEPOSIT DETAIL

July 1 - September 2, 2025

Date	Transaction Type	Num	Customer	Vendor	Memo/Description	Clr	Amount
Checking MWVHA WF 8223							
07/07/2025	Deposit					C	63,321.84
		2129		Church at the Park(V)	Refund on Polk Invoice - IKEA product returned - backup=EO Polk Second May SOA		-399.96
		2154		Church at the Park(V)	Refund on Bill=1st May Polk ES Micro. Double paid invoice		-35,231.08
		2154		Church at the Park(V)	Refund on Bill=1st May Polk ES Micro. Double paid invoice		-278.00
		2153		Church at the Park(V)	Refund on Bill=1st March Admin. Allocated to wrong program		-9,112.80
		103266	City of Keizer				-15,000.00
		580142	Confederated Tribes of the Grand Ronde Community of Oregon				-3,300.00
07/07/2025	Deposit		Willamette Health Council		Willamette Healt ACCTVERIFY 026TTHHUR1H4WRQ ORS 190 Entity Mid-Wil XXXXXX5317 026TTHHUR1H4WRQ RXXXXXXXXXXXX52280320N	C	0.01

Date	Transaction Type	Num	Customer	Vendor	Memo/Description	Clr	Amount
					Willamette Healt ACCTVERIFY 026TTHHUR1H4WRQ ORS 190 Entity Mid-Wil XXXXXX5317 026TTHHUR1H4WRQ RXXXXXXXXXXXX52280320N		
			Willamette Health Council				0.01
07/09/2025	Payment		Willamette Health Council			C	10,000.00
			Willamette Health Council				-10,000.00
07/10/2025	Payment		Oregon Housing and Community Services			C	496,512.24
			Oregon Housing and Community Services				-496,512.24
07/15/2025	Deposit		Salem/Keizer School District			C	5,500.00
		303411	Salem/Keizer School District				-5,500.00
07/15/2025	Deposit		City of Monmouth			C	8,500.00
		128471	City of Monmouth				-8,500.00
07/17/2025	Payment		Oregon Housing and Community Services			C	108,999.38
			Oregon Housing and Community Services				-108,999.38

Date	Transaction Type	Num	Customer	Vendor	Memo/Description	Clr	Amount
07/21/2025	Deposit					C	49,500.00
		697979	City of Independence				-5,500.00
		5156177	Marion County				-44,000.00
07/24/2025	Deposit		Salem Health Hospitals and Clinics			C	5,500.00
		925169	Salem Health Hospitals and Clinics				-5,500.00
07/24/2025	Payment		Oregon Housing and Community Services			C	307,904.37
			Oregon Housing and Community Services				-307,904.37
07/24/2025	Payment		Oregon Housing and Community Services			C	52,828.41
			Oregon Housing and Community Services				-52,828.41
07/24/2025	Deposit		Mid Willamette Valley COG			C	3,362.55
		2016/128152	Mid Willamette Valley COG		Deposited to wrong bank account		3,362.55
07/29/2025	Deposit		PacificSource Community Solution			C	10,000.00

Date	Transaction Type	Num	Customer	Vendor	Memo/Description	Clr	Amount
		41565	PacificSource Community Solution				-10,000.00
07/31/2025	Payment		Oregon Housing and Community Services			C	221,962.82
			Oregon Housing and Community Services				-221,962.82
07/31/2025	Payment		Oregon Housing and Community Services			C	11,504.58
			Oregon Housing and Community Services				-11,504.58
08/01/2025	Deposit		Polk County			C	8,000.00
		93557	Polk County				-8,000.00
08/07/2025	Payment		Oregon Housing and Community Services			C	849,962.19
			Oregon Housing and Community Services				-849,962.19
08/21/2025	Payment		Oregon Housing and Community Services			C	91,657.37
			Oregon Housing and Community Services				-91,657.37
08/21/2025	Payment		Oregon Housing and Community Services			C	50,078.36

Date	Transaction Type	Num	Customer	Vendor	Memo/Description	Clr	Amount
			Oregon Housing and Community Services				-50,078.36

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE (MWVHA)

MOVING TO END AND PREVENT HOMELESSNESS

STAFF UPDATES

Sept. 11, 2025

Cassie Bay,
Administration & Communications Specialist

Emily Mewbourn,
Health and Homeless Systems Liaison

David Peak,
HMIS Data Analyst

Cassie Bay
Administration & Communications Specialist

General Committee Support

Provided comprehensive administrative support for Alliance committees, including scheduling meetings, confirming quorum, compiling agenda items, drafting agendas, taking minutes, and ensuring all meetings were noticed and conducted in compliance with Oregon Public Meeting Law (ORS 192).

- Regular MWVHA Finance & Executive Committee
- Special MWVHA Finance & Executive Committee
- Regular MWVHA Board of Directors
- Regular Youth Action Board

Youth Action Board Support

Carried out planning and coordination for the *Punx in the Park* outreach event, including logistics and communication with event organizers.

Designed and produced brochures, applications and informational handouts to support youth engagement and resource awareness at the event

Communications

Managed outgoing communications by forwarding announcements, updates, and requests to relevant distribution lists upon request

Grant Support

Amended two LTRA-5511 Grants to correct "expenditure date"

Attempted to process invoice 1151 for MWVCAA. Due to complexity and missing components it was escalated to Misty.

HMIS & CE

Attended Coordinated Entry training

Attended HMIS Fundamentals Workshop Intro (preview of an upcoming 12-week HMIS training)

Pulled 30 chronically homeless veterans for a coordinated entry pull request initiated by Dev NW for Evergreen Apartments.

Generated HMIS FAQs

General Support

Provided ongoing administrative and logistical support to the Executive Director, including special projects, scheduling, and day-to-day operational needs

Provided admin/logistical support for OPML meeting held at MWVCOG

August Staff Update: David Peak

HMIS Lead

- Granted 5 HMIS Licenses
- Worked with OHCS to organize training for 5 new users
- Assisted with technical support for HMIS Database
- Maintained personal work email as well as Helpdesk email
- Partnered with Oregon Housing and Community Services (OHCS) to build programs in HMIS.
- Assisted Cassie with learning HMIS duties

Data Admin/Reporting

- Provided reports as needed to Director
- Updating CE participation status/data correction for OHCS
- Provided Data Corrections requested by OHCS
- Began Data Cleanup process in preparation for Federal Reporting
- Designed Paper assessment for Seed of Faith emergency shelter (ES) for collecting enrollment when HMIS is not available
- Provided custom reports to HOMEBASE Hud TA
    - HMIS Enrollments
    - Coordinated Entry Data Request

Coordinated Entry

- Coordinated meetings with Homebase HUD TA
- Worked with Cassie on CE Pull for Dev NW
- Trained Marion County Public Defenders for Coordinated Entry
- Provided information for Director re: public information request

Regular Meetings

- Quad Squad
- HMIS Lead
- HMIS Check-In
- Weekly Staff meetings

Special Meetings

- Seed of Faith-Data Quality troubleshooting
- Westcare Vetcare-Data Cleanup
- OHCS Coordinated Entry Mapping
- HMIS Fundamentals Course Introduction
- Homebase HUD TA planning meeting

Emily Mewbourn
Board Update-Health & Homeless Systems Liaison

RFP & Environmental Scan

- Finalized RFP draft and scoring tools for the Environmental Scan/Gap Analysis.
- Prepared board-facing summaries, milestone timelines, and justification notes for evaluation criteria.
- Posted the RFP to the MWVHA website on September 2 as planned, keeping the project on schedule.

Health & Safety Committee Coordination

- Participated in meetings with new and potential committee members to maintain sector balance.
- Engaged Northwest Human Services to support recruitment and engagement.
- Prepared meeting documents for the H&S Committee meeting, including annotated agenda, meeting summary, and follow-up items.
- Met with Salem Health staff about discharge planning for homeless and behavioral health populations.
- Reached out to NHCHC regarding medical respite pilot opportunities.

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE (MWVHA)

2025 MEETING SCHEDULE

Executive Committee Meetings

Virtual on Zoom

Tuesdays, Noon-1:00 p.m.

- December 31
- ~~February 4~~ Wednesday, February 5
- March 4
- April 1

- April 29
- June 3
- July 1
- August 5
- September 2
- September 30
- November 4
- December 2

Joint Boards of Directors Meetings (Homeless Alliance & ORS 190 Entity)

Hybrid on Zoom/Mid-Willamette Valley Council of Governments*

2nd Thursdays, 3:00-5:00 p.m.

- January 9
- ~~February 13~~ Feb 19 (Zoom only)
- March 13
- April 10
- April TBD – Joint meeting with Collaborative Committee
- May 8
- June 12
- July 10
- August 14
- September 11
- October 9
- November 13
- December 11

For additional information, contact:
Cassie Bay
503.540.1627
staff@mwvhomelessalliance.org

*Mid-Willamette Valley Council of Governments Address: 100 High St. SE, Salem, OR

Harrang Long P.C.
800 Willamette Street, Suite 770
Eugene, OR 97401

FOR BILLING QUESTIONS, CONTACT YOUR ATTORNEY OR
ACCOUNTING AT: 541-485-0220
ACCOUNTING@HARRANG.COM
FEDERAL EIN: 93-0844033

20458.0001-CRS
August 25, 2025
Invoice No.107013
Due on Receipt

Attn: Misty Bolger
ORS 190 Entity, Mid-Willamette Valley Homeless Alliance
100 High St. SE, Suite 200
Salem, OR 97301

Enclosed is our current invoice itemizing professional services and costs through the above-referenced statement date. The amount owing is due upon receipt, unless express alternative arrangements have been made. Past due accounts may be subject to a late charge as provided in an applicable enagement letter.

We may hold payments in our lawyer IOLTA trust account. Any interest earned on these sums will be transferred to the Oregon Law Foundation, as required by the Oregon State Bar.

If you have questions about this invoice or about the legal services which have been rendered, please call your attorney or our accounting office. We take pride in the service we offer our clients, and are not hesitant to discuss fee questions.

Our mission is to provide outstanding advice and representation. Thank you for the opportunity to be of service.

	Previous Balance	Services	Expenses	Payments	Balance
Supplemental General Counsel Services	5,985.00	1,781.20	0.00	-5,985.00	$1,781.20

Please Detach and Return This Portion With Your Remittance

Payment Method:

☐ Check ☐ Visa ☐ MasterCard ☐ American Express

Card Number

CCV (required)

Card Holder Authorized Signature

Exp. Date (required)

Amount Remitted _____

Check No. _____

Statement Date: 08/25/2025

Invoice No.: 107013

Client Ref: 20458.0001

Harrang Long P.C.
800 Willamette Street, Suite 770
Eugene, OR 97401

FOR BILLING QUESTIONS, CONTACT YOUR ATTORNEY OR
ACCOUNTING AT: 541-485-0220
ACCOUNTING@HARRANG.COM
FEDERAL EIN: 93-0844033

Client Ref: 20458.0001 August 25, 2025
Invoice No. 107013 Page: 1
Client: ORS 190 Entity, Mid-Willamette Valley Homeless Alliance
Matter: Supplemental General Counsel Services

Itemization of Professional Services and Costs through 08/25/2025

			Hours	Amount
07/28/2025	CRS	Call with OHCS attorney regarding fiscal monitoring report; update client re: same.	0.50	146.00
08/12/2025	AES	Analyze governance charter for needed changes re: public meetings and board alternates and begin drafting resolutions adopting the same.	2.30	671.60
08/13/2025	AES	Analyze bylaws for necessary changes related to board alternates and voting and draft corresponding resolution adopting the same.	1.50	438.00
08/18/2025	CRS	Work on resolutions for various amendments related to public meetings.	0.40	116.80
08/22/2025	AES	Revise board resolutions.	0.90	262.80
	CRS	Work on resolutions re: board quorum and alternates.	0.50	146.00
			6.10	1,781.20

Summary of Services

Timekeeper	Hours	Rate	Total
C. Robert Steringer	1.40	$292.00	$408.80
Alyson E Sneider	4.70	292.00	1,372.40

Total of Itemized Professional Services and Costs	1,781.20
Previous Balance	$5,985.00
Total Payments	-5,985.00
Balance Due	$1,781.20

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PO Box 1271
Portland OR 97207
www.regence.com

[DM-]

RECEIVED
AUG 25 2025
MID WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

Forwarding Service Requested

Group No. 10062168
Sub-Group No. 0001
Billing Period 09/01/25-09/30/25
Invoice No. 252250002478
Bill Print Date 08/13/2025
Bill Due Date 09/01/2025

**********ALL FOR AADC 970
PB-IND-32-ENV 6103 30
ORS 190 MID-WILLAMETTE VALLEY HOMELESS ALLIANCE
100 HIGH ST SE SUITE 200
SALEM OR 97301-3636

BILLING SUMMARY

CURRENT MONTH BILLING	$3,223.66
ADJUSTMENT	$3,304.90 CR
VARIANCE	$0.00
OUTSTANDING BALANCE	$4,462.94
UNAPPLIED PREMIUM	$0.00
TOTAL AMOUNT DUE	**$4,381.70**

For questions on your account, please call, fax or email:

DESIREE PHILLIPS
PHONE (503) 721-7194
FAX (866) 303-5117
EMAIL Xenium@regence.com

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

FOLD AND TEAR HERE FOLD AND TEAR HERE

Group Name ORS 190 MID-WILLAMETTE VALLEY HOMELESS ALLIANCE
Group No. 10062168
Sub-Group No. 0001
Billing Period 09/01/25-09/30/25
Invoice No. 252250002478

BALANCE DUE

$4,381.70

AMOUNT ENCLOSED

$ _____

RETURN THIS PORTION WITH YOUR PAYMENT, and include your Group Number and Sub-Group Number on your check or money order. Do not send cash. Make checks payable to :
Regence BlueCross BlueShield of Oregon

Regence BlueCross BlueShield of Oregon
PO Box 2597
PORTLAND, OR 97208-2597

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Portland OR 97207
www.regence.com

INVOICE/STATEMENT

GROUP NAME	ORS 190 MID-WILLAMETTE VALLEY HOMELESS ALLIANCE
GROUP NO.	10062168
SUB-GROUP NO.	0001
BILLING PERIOD	09/01/25-09/30/25
INVOICE NO.	252250002478
BILL DUE DATE	09/01/2025

Class ID: 0001
Class Description: ACTIVE

DATE OF BIRTH	MEMBER NAME	TYPE OF COVERAGE	COVERED MEMBERS	SUB TOTAL	TOTAL RATE
08/26/1984	BAY, CASSANDRA E	DENTAL	SUB, 1 CHILD		$60.60
08/26/1984	BAY, CASSANDRA E	MEDICAL	SUB, 1 CHILD		$1,170.37
12/04/1979	MEWBOURN, EMILY J	MEDICAL	SUB		$632.63
12/04/1979	MEWBOURN, EMILY J	DENTAL	SUB		$31.60
03/06/1977	PEAK, DAVID J	DENTAL	SUB		$31.60
03/06/1977	PEAK, DAVID J	MEDICAL	SUB		$632.63
05/07/1981	SORTE, MISTY L	DENTAL	SUB		$31.60
05/07/1981	SORTE, MISTY L	MEDICAL	SUB		$632.63
				ROSTER TOTAL	**$3,223.66**

PREMIUM AND HEADCOUNT SUMMARY

MEDICAL	***$3,068.26***	***4 MEMBERS 1 DEPENDENTS***
DENTAL	***$155.40***	***4 MEMBERS 1 DEPENDENTS***

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J247
1259 12445

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[DM-]

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INVOICE/STATEMENT

GROUP NAME	ORS 190 MID-WILLAMETTE VALLEY HOMELESS ALLIANCE
GROUP NO.	10062168
SUB-GROUP NO.	0001
BILLING PERIOD	09/01/25-09/30/25
INVOICE NO.	252250002478
BILL DUE DATE	09/01/2025

Class ID: 0001
Class Description: ACTIVE

ADJUSTMENTS

DATE OF BIRTH	MEMBER NAME	COV DATE	REASON	TOTAL
02/22/1995	DUDA, ASHLEIGH	07/01/2025		$60.70 CR
02/22/1995	DUDA, ASHLEIGH	07/01/2025		$1,012.73 CR
02/22/1995	DUDA, ASHLEIGH	08/01/2025		$1,012.73 CR
02/22/1995	DUDA, ASHLEIGH	08/01/2025		$60.70 CR
11/04/1986	PEREZ, NATHANIAL	07/01/2025		$547.42 CR
11/04/1986	PEREZ, NATHANIAL	07/01/2025		$31.60 CR
11/04/1986	PEREZ, NATHANIAL	08/01/2025		$31.60 CR
11/04/1986	PEREZ, NATHANIAL	08/01/2025		$547.42 CR
			ADJUSTMENT TOTAL	**$3,304.90 CR**