

**ACR BUSINESS CONSULTING  
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT made and entered into by and between ACR Business Consulting, hereinafter referred to as the "Contractor", and the Yakima Valley Conference of Governments, hereinafter referred to as the "CONFERENCE",

WITNESSETH THAT:

WHEREAS, the Contractor and the Conference are desirous of entering into a contract to formalize their relationship; and

WHEREAS, the Conference to engage Contractor as an independent contractor for the purpose of conducting the Annual Point in Time ("PIT") count for the homeless population within the borders of Yakima County, as more particularly set forth in Attachment #1 – Scope of Work.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Services to be Provided by the Parties:

- a. The Contractor shall conduct and complete in a timely, efficient and satisfactory manner the Annual Point in Time count as more particularly set forth in scope of work. (Attachment #1). Such work shall include but not be limited to:
  - 1. Strategy planning, implementation, and support leading up to the PIT Count
  - 2. On-site PIT Count facilitation the week of the census
  - 3. Post-Census data review and entry into HMIS, data analysis, and report creation in accordance with Yakima Valley Conference of Governments and Department of Commerce / HUD requirements
- b. The Conference will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance:

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be May 31, 2018.

3. Consideration:

The Conference shall reimburse the Contractor in accordance with the Budget described in Attachment #2 of the contract for all allowable expenses as approved by Conference following satisfactory and proper completion of deliverables set forth in the Scope of Work. In no event, shall the total amount to be reimbursed by the Conference exceed the

sum of \$ 37,500.00 . Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement.

4. Records:

The Contractor agrees to maintain such records and follow such procedures as may be required as the Conference may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Contractor for a period of three years after final audit of the Conference's project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Conference shall request a longer period of record retention.

The Conference and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Conference to the Contractor shall be that of an independent contractor rendering professional services. The Contractor shall have no authority to execute contracts or to make commitments on behalf of the Conference and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Contractor and the Conference.

6. Suspension, Termination, and Close Out:

If the Contractor fails to comply with the terms and conditions of this contract, the Conference may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract in the manner specified herein:

- a. Suspension - If the Contractor fails to comply with the terms and conditions of this contract, or whenever the Contractor is unable to substantiate full compliance with provisions of this contract, the Conference may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Contractor or its authorized representative. The suspension will remain in full force and effect until the Contractor has taken corrective action to the satisfaction of the Conference and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Contractor or its authorized representative during the period of suspension will be allowable under the contract except:

- (1) Reasonable, proper, and otherwise allowable costs which the Contractor could not avoid during the period of suspension;
- (2) If upon investigation, the Contractor is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
- (3) In the event all or any portion of the work prepared or partially prepared by the Contractor be suspended, abandoned, or otherwise terminated, the Conference shall pay the Contractor for work performed to the satisfaction of the Conference, in accordance with the percentage of the work completed.

b. Termination for Cause - If the Contractor fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- (1) The lack of compliance with the provisions of this contract is of such scope and nature that the Conference deems continuation of the contract to be substantially detrimental to the interests of the Conference;
- (2) The Contractor has failed to take satisfactory action as directed by the Conference or its authorized representative within the time period specified by same;
- (3) The Contractor has failed within the time specified by the Conference or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,

The Conference may terminate this contract in whole or in part, and thereupon shall notify the Contractor of the termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the Contractor. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

c. Termination for Other Grounds - This contract may also be terminated in whole or in part:

- (1) By the Conference, with the consent of the Contractor, or by the Contractor with the consent of the Conference, in which case the two parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- (2) If the funds allocated by the Conference via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;

- (3) In the event the Contractor fails to pay the Conference promptly or within sixty (60) days after invoices are rendered, the Contractor agrees that the Conference shall have the right to consider said default a breach of this agreement and the duties of the Conference under this agreement terminated. In such event, the Contractor shall then promptly pay the Conference for all services performed and all allowable expenses incurred; and
- (4) The Conference may terminate this contract at any time giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated for convenience of the Conference as provided herein, the Contractor will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications:

The Conference may require changes or modifications in the Scope of Work to be performed hereunder. Such changes, including any decrease or increase in the amount of compensation therefore, which are mutually agreed upon by the Conference and the Contractor shall be incorporated in written amendments to this contract.

8. Personnel:

The Contractor represents that they have, or will secure at their own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have a contractual relationship to the Conference.

All services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Conference. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

9. Assignability:

The Contractor shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or novation), without prior written consent of the Conference thereto; provided, however, that claims for money by the Contractor from the Conference under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Conference by the Contractor.

10. Reports and Information:

The Contractor shall furnish the Conference such periodic reports as the Conference may request pertaining to the work or services undertaken pursuant to this contract, the costs

and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential:

All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Conference unless otherwise subject to public records laws.

12. Copyright:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor.

13. Compliance with Local Laws:

The Contractor shall comply with all applicable laws, ordinances, and codes of the state of Washington and local government and the Contractor shall indemnify, defend and hold Conference harmless from and against any claims, demands, liabilities and/or damages arising from or related to any act or omission by Contractor in the performance or provision of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974:

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Interest of Members of the Conference:

No member of the governing body of the Conference and no other officer, employee, or agent of the Conference who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Contractor shall also take appropriate steps to assure compliance.

17. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Contractor shall take appropriate steps to assure compliance.

18. Interest of Consultant and Employees:

The Conference covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Conference further covenants that in the performance of this contract, no person having such interest shall be employed.

19. Audits and Inspections:

The Conference and State Auditor or their delegates shall have the right to review, monitor and audit the financial and other records relating to the work and services provided under this contract, by whatever legal and reasonable means are deemed expedient by the Conference and the State Auditor.

20. Hold Harmless:


The Contractor agrees to indemnify and hold harmless the Conference, appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Conference, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Contractor's and its agents' performance of work associated with this agreement.

This agreement contains all terms and conditions agreed to by the Conference and the Contractor. The Attachments to this agreement are identified as follows:

Attachment #1, Scope of Work  
Attachment #2, Budget

IN WITNESS WHEREOF, the Contractor and the Conference have executed this contract agreement as of the date and year last written below.

CONTRACTOR OF ACR Business Consulting YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

by   
\_\_\_\_\_  
Aaron Rodriguez, CEO

by   
\_\_\_\_\_  
James A. Restucci, YVCOG Chair

ATTEST:

ATTEST:


by \_\_\_\_\_

by   
\_\_\_\_\_  
Lauris C. Mattson, YVCOG Executive Director

Date: 12/1/17

Date: 7 Dec, 2017

APPROVED AS TO FORM:

  
\_\_\_\_\_  
YVCOG Attorney  
WSBA#

## **2018 Point-in-time Facilitation ACR Business Consulting (ACRBC) Scope of Work**

### **PLANNING AND THE PUBLIC**

The approach to facilitating a successful PIT count is based on 5 principles:

1. **Branding** - Establish a brand from which to build awareness and improve PIT Census efforts each year with consistency. Utilize easy-to-manage web tools and social media to maintain a relevant presence throughout the year with community members.
2. **Teamwork** - Engage volunteers, service providers, and community supporters in a way that is easy for them to participate, fosters clear communication, and acknowledges their contributions to the Census efforts.
3. **Community Support** - Set goals for fundraising and design a plan to activate community “partners” for the PIT Count efforts.
4. **Smart Tools** - Design and utilize effective tools for census data collection that focus on the human side of the experience between the survey participant and survey facilitator, and that make the interaction as easy as possible to produce constituent quality data.
5. **Data Storytelling** - Identify relevant reporting goals in advance of the PIT Count to ensure that opportunities for collecting this data are mapped into the census forms. In addition to required data metrics for HUD, incorporate these data points into the narrative and present data in a way that can be understood by the community-at-large.

ACRBC will utilize this framework and incorporate aspects of previous Yakima County PIT count strategies that align with these principles. Aligning efforts with the core team of service providers, volunteers, and community stakeholders will also be important to accomplish a successful PIT Count that can establish consistency for future years.



## DELIVERABLES WILL INCLUDE:

<p><b>Phase 1 - Strategy planning, implementation, and support leading up to the PIT Count</b></p> <p>Work with client and designated stakeholders to develop a PIT Count strategy outline to include:</p> <ul style="list-style-type: none"> <li>Desired PIT Count approach</li> <li>Necessary partners for greatest reach (i.e. service agencies for key demographics / indirect partners for community counts such as Department of Corrections and hospitals etc)</li> <li>Position on entering homeless encampments</li> <li>Incentives and services for survey participants</li> <li>Locations of events and roving support</li> <li>Donation procurement and community awareness initiatives</li> <li>Volunteer recruitment, training, and communication strategies</li> <li>Event coordination across the Tri-Cities</li> <li>Community specific data points to incorporate into the survey instrument</li> </ul>
<p>Establish a branding and outreach strategy to be used going forward in collaboration with client</p>
<p>Establish on-line presence to engage community on-going including Facebook page focused on annual PIT efforts and homelessness as well as a dedicated web page</p>
<p>Implement dedicated PIT Count website to include the following capabilities:</p> <ul style="list-style-type: none"> <li>Easy management of sponsors / donor recognition including logo uploading</li> <li>volunteer registration and integrated email communication capabilities</li> <li>on-line donation functionality</li> <li>upload historical census reports</li> <li>Countdown timer</li> </ul>
<p>Provide donation and procurement letter / email templates and support outreach efforts through email management and strategy implementation*</p>
<p>Provide support with volunteer management, communication, and scheduling*</p>
<p>Develop census forms that incorporate survey questions that offer insights into local questions or data tracking goals</p>
<p>Provide training for event facilitators and service providers in using the revised census form</p>
<p>Manage on-going communication leading up to the event to include:</p> <ul style="list-style-type: none"> <li>Coordinating CoC census efforts with client support / establish communication schedule with all involved providers and partners</li> <li>Facilitate weekly check-ins with client and provide status updates as needed</li> <li>Serve as lead contact for the Department of Commerce</li> </ul>
<p>Attend 1 in-person visit for kick-off or other strategic meeting</p>

**Phase 2 – On-site PIT Count Facilitation the Week of the Census**

**From Tuesday January 23 – Friday January 26 ACRBC will be on-site to facilitate the following:**

- Event locations review, location layouts and day-of procedures
- Roving census takers strategies (if applicable)
- 3 in-person volunteer training sessions (one in each community where events will be held)
- Day-of on-site coordination of all volunteers at survey locations
- Management of census volunteers including confidentiality acknowledgements
- Management of site locations during the PIT Count
- Management of volunteer photographers and any service providers at event locations
- Preparation of all census materials
- Collection of all census forms for data input preparation

**Phase 3 - Post-Census data review and entry into HMIS, data analysis, and report creation in accordance with Yakima Valley Conference of Governments and Department of Commerce / HUD requirements**

PIT Census forms review for data quality and synthesis

Census data entry into the Clarity HMIS system

Analysis of data collected based on desired reporting articulated by client and required by the Department of Commerce / HUD

Creation of the 2018 PIT Census report for Yakima County

Serve as point of contact with Department of Commerce up through review and confirmation of the unsheltered count number

ATTACHMENT #2

2163 Funds / 2018 Homeless Point-in-time Count Facilitation BUDGET\*  
**ACR Business Consulting**

Description	Amount
Phase 1 - Planning	\$ 17,000.00
Phase 2 - Day-of On-sit Management	\$ 9,000.00
Phase 3 - Data Entry & Reporting	\$ 8,500.00
Work Plan Total:	\$ 34,500.00
Phase 1 - travel / meals (1 day / no overnight)	\$ 500.00
Phase 2 - travel / hotel / meals (4 days/3 nights)	\$ 2,500.00
Phase 3 - Data Entry & Reporting	\$ -
Estimated Travel Expenses Total:	\$ 3,000.00
<b>Total Budgeted 2018 PIT</b>	<b>\$ 37,500.00</b>