
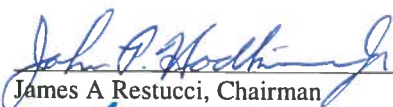




**PROFESSIONAL SERVICE AGREEMENT
FACE SHEET**

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/>		VENDOR		CONTRACT NUMBER: 2017-18 PSA EHE Transform Yakima Mod 1	
1. NAME/ADDRESS: Andrew Ferguson, Executive Director Sacred messengers DBA Transform Yakima Together PO BOX 363 Yakima, WA 98907		2. ORIGINAL CONTRACT AMOUNT: \$180,000.00		5. PREVIOUS CONTRACT AMOUNT: \$ 0.00	
		3. CASH MATCH REQUIREMENT: \$ 0.00		6. MODIFICATION AMOUNT: \$ 0.00	
		4. TOTAL CONTRACT AMOUNT: \$ 180,000.00		7. NEW TOTAL CONTRACT AMOUNT: \$ 180,000.00	
8. CONTACT INFO: Andrew Ferguson, Executive Director Sacred messengers DBA Transform Yakima Together PO BOX 363 Yakima, WA 98907		9. YVCOG PROGRAM CONTACT INFO: Crystal Testerman 311 N 4 th St, Suite 204 Yakima WA 98901 509-424-4695 crystal.testerman@yvcog.org		10. YVCOG FISCAL CONTACT INFO: Christina Wickenhagen 311 N 4 th St, Suite 204 Yakima WA 98901 509-574-7986 chris.wickenhagen@yvcog.org	
11. CONTRACT START DATE: July 1, 2017			12. CONTRACT END DATE: November 30, 2017		
13. FUNDING AUTHORITY: 2163 Local Funds – Homeless Program					
14. STATE AND FEDERAL "BARS" CODE:			15. CFDA NUMBER(S): n/a		
16. PURPOSE: The Contractor shall perform professional services as defined by the Statement of Work incorporated herein.					
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): EXHIBIT A – N/A EXHIBIT B – Scope of Work EXHIBIT C - Budget					
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.					
TRANSFORM YAKIMA TOGETHER			YAKIMA VALLEY CONFERENCE OF GOVERNMENTS		
 Andrew Ferguson, Executive Director			 James A Restucci, Chairman		
Date <u>10/25/2017</u>			 Lauris C Mattson, Executive Director		
Attest:			Approved as to form:		
 Tamara Hayward, Office & Communications Specialist			_____ YVCOG Attorney WSBA#		

BUDGET

Transform Yakima Together

EMERGENCY HOMELESS ENCAMPMENT PROJECT

<i>July 1, 2017 – November 30, 2017</i>			
Project	Admin (6%)	Operations	Total
Emergency Encampment Program	\$10,800.00	\$169,200.00	\$180,000.00

TOTAL CONTRACT AMOUNT: \$180,000.00

Scope of Work

PURPOSE

The purpose of this agreement is to provide an Emergency Homeless Encampment to serve the immediate needs of the chronically homeless in Yakima County beginning July 1, 2017 through November 30, 2017.

DEFINITIONS

The following definitions shall apply to temporary homeless encampment:

- A. "Temporary homeless encampment" means a transient or interim gathering or community residing out of doors on a site with services provided and supervised by a managing agency comprised of temporary enclosures (tents and other forms of portable shelter that are not permanently attached to the ground), which may include common areas designed to provide food, living and sanitary services to occupants of the encampment.
- B. "Managing agency" means an organization that organizes and manages a homeless encampment. A managing agency may be the same entity as the sponsor.
- C. "Tent" means a temporary structure, enclosure or shelter constructed of fabric or pliable material supported by any manner except by air or the contents that it protects.

STANDARDS

The following standards shall apply for temporary homeless encampment operations:

- A. No part of temporary homeless encampments shall encroach on setbacks between properties, or into a critical area or critical area buffer. The perimeter of the temporary homeless encampment shall be located a minimum of 20 feet from any of the host location's property line that abuts a neighboring property or right-of-way. Any tent, canopy or membrane structure must be located a reasonably safe distance away from any building, parked vehicle, internal combustion engines or other tent, canopy or membrane structure.
- B. Exterior lighting must be provided within the temporary homeless encampment.
- C. The maximum number of occupants within a temporary homeless encampment shall be determined by taking into consideration the size and conditions of the proposed site and City ordinance.
- D. A transportation and parking plan is required which shall include provisions for transit services for said encampment use.
- E. The managing agency shall not permit children under the age of 18 to stay overnight in the temporary homeless encampment, unless circumstances prevent a more suitable overnight accommodation for the child and parent or guardian. If a child under the age of 18, either alone or accompanied by a parent or guardian, attempts to stay overnight, the managing agency shall endeavor to find alternative shelter for the child and any accompanying parent or guardian. No children under 18 that are not accompanied by a parent or guardian are allowed in the temporary homeless encampment.
- F. The managing agency shall provide and enforce within said encampment a written code of conduct, which not only provides for the health, safety and welfare of the temporary

homeless encampment residents, but also mitigates impacts to neighbors and the community.

G. The managing agency, shall ensure compliance with applicable state statutes and regulations and local ordinances concerning, but not limited to, drinking water connections, solid waste disposal, human waste, outdoor fire or burning, electrical systems, and fire resistant materials.

H. The managing agency shall provide at said encampment sanitary portable toilets in the number required to meet capacity guidelines by the manufacturer, self-contained hand washing stations by the portable toilets and by the areas where food is either dispensed or consumed communally, sufficient refuse receptacles, communal tents for food dispensing and consumption, adequate number of fire extinguishers with appropriate rating, security tent, and adequate source of water for both sanitation and drinking.

I. The managing agency shall appoint a member to serve as a point of contact for the Yakima police department. At least one member must be on duty at all times at said encampment. The names of the on-duty members shall be posted daily.

J. The managing agency shall permit inspections of the temporary homeless encampment by the Yakima health district, and timely implement all directives of the health district within the time frame specified by the health district. They shall immediately report to the health district suspected food poisoning, unusual prevalence of fever, diarrhea, sore throat, vomiting, jaundice, productive cough, or when weight loss is a prominent symptom among occupants.

K. The managing agency shall take all reasonable and legal steps to obtain verifiable identification from prospective temporary homeless encampment residents and use the identification to obtain sex offender and warrant checks from the appropriate agency. All legal requirements with respect to prospective residents identified as sex offenders or having warrants shall be followed.

L. The managing agency shall immediately contact the Yakima police department if someone is rejected or ejected from the temporary homeless encampment where the reason for rejection or ejection is an active warrant or a match on a sex offender check, or if, in the reasonable opinion of the on-duty member or on-duty security staff, the rejected/ejected person is a potential threat to the community.

M. The managing agency shall permit reasonable inspections of the temporary homeless encampment by the city's code enforcement officers, building officials, development services director, fire marshal or their designee. The managing agency and sponsor shall implement all directives resulting from such inspections within 48 hours of notice, unless otherwise noted.

PROGRAM GOALS

The managing agency shall use all reasonable efforts to:

- **Staff, supervise, and manage the creation and availability of encampment space(s) within the city of Yakima subject to the following expectations:**
 1. Maintain all encampment space as safe, secure, and respectful facilities for clients accessing services.
 2. Coordinate the donation and distribution of supplies, money, food, and other necessities for the operation of encampment projects.
 3. Provide a project level coordinator to conduct necessary volunteer training, site management, monitoring, data entry and reporting, and other duties as required.
 4. Recruit, train and supervise consistent lead volunteer(s) or staff at the encampment site to monitor program quality, internal controls, client safety, and other routine site management activities as required.
 5. Recruit, train, retain, schedule and supervise volunteers necessary to conduct encampment operations.
 6. Create all required operational guidelines, policies and procedures, client standards, etc., and provide Yakima Valley Conference of Governments with such documents.
 7. Conduct random on site reviews and other interventions as necessary to ensure client safety and adherence to policy.
 8. Create a means of tracking, summarizing, and reporting incidents occurring on site at the shelters and their resolution and provide Yakima Valley Conference of Governments staff regular and complete summaries of any such incidents.
 9. Provide clients with contact information for the Program Manager to register grievances, complaints, safety concerns, etc. regarding the operations of the encampment.

- **Conduct the Emergency Homeless Encampment Program subject to the following conditions:**
 1. Comply with the following reporting requirements:
 - A. Participate fully and completely in the County's online Homeless Management and Information System (HMIS) for all persons receiving assistance funded under the terms of this contract.
 - B. Completely enter a client record within HMIS upon provision of funded services; Yakima Valley Conference of Governments' staff may provide training and technical assistance as necessary.
 - C. YVCOG and Contractor will be required to enter into and maintain data sharing and client confidentiality agreements.
 - D. The Contractor must have at least one primary and one trained backup data entry operator.

- E. Participation shall include prompt and orderly entry and submission of all data, completed in detail and submitted in the manner and periods prescribed by local HMIS Data Quality Standards.
 - F. In the event the Contractor fails to maintain its reporting obligations, YVCOG reserves the right to withhold reimbursement or order payment stopped in an amount proportional to the data estimated to be outstanding until the data is current, accurate, and complete.
 - G. Provide monthly reports on services provided to stakeholders with the assistance of Yakima Valley Conference of Governments staff.
2. Comply with **Exhibit C – Budget** line items and their uses as follows:
 - A. Operations – Costs specifically associated with the delivery of shelter/encampment services. May include but is not limited to staff time for intake, assessment, data entry, and referral for other services. Includes costs incurred specifically for the support and operation of this agreement only.
 - B. Administration – General costs for the support of the Contractor’s organizational needs.
 3. Complete and provide within 45 days after the end of the contract terms a detailed report of actual expenditures and services provided under this agreement.
 4. Perform other related responsibilities as required.