AGREEMENT BETWEEN
YAKIMA VALLEY CONFERENCE OF GOVERNMENTS
AND
TRANSFORM YAKIMA
IN CONJUNCTION WITH PROGRAM YEAR 2018 – 2019 for the
CONSOLIDATED HOMELESS GRANT (CHG) & HOMELESS HOUSING AND ASSISTANCE FUND (HHAF)

1. Grantee
Transform Yakima Together
PO BOX 363
Yakima, WA 98907

2. Contract Amount
$15,000.00

3. Tax ID #
51-0175998

4. Grantee’s Program Representative
Andrew Ferguson, Exec Director
(509)426-2929
Aferguson57@gmail.com

5. YVCOG Program Representative
Crystal Testerman, Program Manager
(509)424-4695
crystal.testerman@yvco.org

6. Grantee’s Financial Representative
Andrew Ferguson, Exec Director
(509)426-2929
Aferguson57@gmail.com

7. YVCOG’s Contract Representative
Lance Larsen, Financial Coordinator
(509)574-1850
Lance.larsen@yvco.org

8. Contract #/Project Type:
TYT – Outreach 2018-2020
Outreach Services

9. CONTRACT START DATE
7/1/2018

10. CONTRACT END DATE
6/30/2020

11. Original Grant Amount
$15,000.00

12. Modification Amount

13. TOTAL CONTRACT AMOUNT
$15,000.00

14. Funding Authority
Local Surcharge Fee - 2163 funds

15. State/Federal BARS code
001-712-516-50-X09

16. CFDA #
N/A

17. Grantee Selection Process: (check all that apply)
☐ Sole Source
✓ Competitive Bidding/RFP
☐ Pre-Approved by Funder

18. Grantee Type: (check all that apply)
☐ Public Organization/Jurisdiction
☐ Contractor
✓ Subrecipient
✓ Non-Profit

Grantee Purpose: This grant is designed to support an integrated system of housing assistance that can immediately address the need of a household or individual experiencing homelessness, in turn connecting them with the resources needed to end that homelessness episode. Funded projects will support Yakima County’s 5-Year Homeless Plan to Make Homelessness Brief and Rare through innovative practices that limit barriers to entry and prioritize unsheltered clients.

Y V C O G and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) GRANTEE’s 2018 - 2020 Homeless Housing, Operations, and Services Application for Funding – Scope of Work, (3) Guidelines for Homeless Housing and Assistance Fund (HHAF), (4) Guidelines for the Consolidated Homeless Grant (CHG), and (5) YVCOG’s Grant Agreement with the Department of Commerce.

(FACE SHEET)
This Contract contains 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

Andrew Ferguson

Date

7-19-18

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

James A Restucci, Chairman

Date

Lauris C. Mattson, Executive Director

Date

Attest:

Jodi Smith, Office & Comm. Specialist

Approved as to form:

YVCOG Attorney

WSBA#
TERMS AND CONDITIONS

SECTION NO. 1: PERFORMANCE
The GRANTEE will be responsible for administering An Outreach Program in a manner satisfactory to the YVCOG, and in accordance with the GRANTEE’s 2018 - 2020 Homeless Housing Assistance RFP Application for Funding, submitted to the Yakima Valley Conference of Governments (YVCOG), as well as the Yakima County 5-Year Homeless Plan incorporated herein by reference.

The YVCOG will monitor the performance of the GRANTEE against the information provided in the GRANTEE’s 2018 - 2020 Homeless Housing Assistance RFP Application for Funding, timely submittal of performance data, and spend down of grant funds, and all other terms and conditions of this Agreement. Substandard performance as determined by the YVCOG will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not timely undertaken by the GRANTEE within a reasonable period of time after being notified by the YVCOG, Agreement suspension or termination procedures will be initiated.

The GRANTEE shall comply with the General Terms and Conditions as specified in the YVCOG’s Grant Agreement with Washington State Department of Commerce (incorporated herein by reference).

It is the intent of the YVCOG to continue funding for this Program for the term of this Agreement based upon performance and funding availability, but continuation of the Program is solely based upon the discretion of the YVCOG and entirely contingent upon receipt of State and Local grant funds specifically allowed for this Program.

A. PROGRAM DELIVERY
The GRANTEE agrees to provide the following Program services:

<table>
<thead>
<tr>
<th>Project Description:</th>
<th>Homeless Outreach Team (HOT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Type:</td>
<td>Outreach Services</td>
</tr>
<tr>
<td>HMIS Project Name:</td>
<td>xxx</td>
</tr>
<tr>
<td>Projected # of Households Served:</td>
<td>120 unduplicated households</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Population Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Men + Single Women</td>
</tr>
<tr>
<td>Single Men Only</td>
</tr>
<tr>
<td>Single Women Only</td>
</tr>
<tr>
<td>Single Women + Households with Children</td>
</tr>
<tr>
<td>Households with Children</td>
</tr>
<tr>
<td>Youth</td>
</tr>
</tbody>
</table>

SECTION NO. 2: TIME OF PERFORMANCE
The term of this Agreement shall commence as of the date printed on the FACE SHEET and shall terminate on the date printed on the FACE SHEET, unless terminated sooner.

SECTION NO. 3: BUDGET
GRANTEE is authorized to spend no more than FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00) through 6/30/2019 and no more than FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00) through 6/30/2020.
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year 1: 7/1/2018 – 6/30/2019</strong></td>
<td></td>
</tr>
<tr>
<td>Admin – Indirect (6%)</td>
<td>$900</td>
</tr>
<tr>
<td>Operations</td>
<td>$14,100</td>
</tr>
<tr>
<td><strong>Year 2: 7/1/2019 – 6/30/2020</strong></td>
<td></td>
</tr>
<tr>
<td>Admin – Indirect (6%)</td>
<td>$900</td>
</tr>
<tr>
<td>Operations</td>
<td>$14,100</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$30,000</td>
</tr>
</tbody>
</table>

**SECTION NO. 4: PAYMENT**

YVCOG shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary, or incidental to the performance of services as set forth in Section No. 1 of this Agreement.

GRANTEE’s reimbursement for services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions outlined in the BUDGET chart located in Section No. 3 of this Agreement (above), as well as in accordance with the Program performance requirements. The YVCOG reserves the right to revise this amount in any manner which YVCOG may deem appropriate, to account for any future fiscal limitations affecting the YVCOG.

**SECTION NO. 5:NOTICES**

A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as afore said shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice between the YVCOG and GRANTEE.

B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

**SECTION NO. 6: SPECIAL CONDITIONS**

GRANTEE shall participate in the Yakima County Coordinated Entry Assessment program for services provided under this Agreement, as applicable. The GRANTEE is responsible for designating a staff person who shall attend bi-monthly Coordinated Entry meetings and participate in the planning for future coordinated service efforts.

The GRANTEE shall employ a progressive engagement approach if the GRANTEE will provide rental assistance under this Agreement.

The GRANTEE shall send essential staff to all mandatory YVCOG trainings and information meetings.

The GRANTEE is responsible for re-evaluating the program participant’s eligibility in accordance with the Guidelines for Homeless Housing and Assistance Fund (HHAF) and the Guidelines for the Consolidated Homeless Grant (CHG).

**Specific to Project:** “No special conditions.”

**SECTION NO. 7: GENERAL CONDITIONS**

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained
The GRANTEE shall maintain all records pertinent to the activities to be funded under this Agreement. Such records shall include and show compliance with the following, but not be limited to:

a. Records documenting homeless status, or at risk of homeless status;
b. Records documenting reasonable belief of imminent threat of harm;
c. Records documenting annual income;
d. Program participant records, housing standards and services provided;
e. Conflict of interest and confidentiality requirements;
f. Records documenting compliance with housing standards and Fair Housing; and
g. Other records necessary to properly and thoroughly document compliance.

2) Retention
The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data
The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to YVCOG monitors or their designees for review upon request.

4) Disclosure

a. "Confidential Information" as used in this section includes:
   i. All material provided to the GRANTEE by YVCOG that is designated as "confidential" by YVCOG;
   ii. All material produced by the GRANTEE that is designated as "confidential" by YVCOG; and
   iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal Information" includes but is not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party, except with the prior written consent of YVCOG or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide YVCOG with its policies and procedures on confidentiality. YVCOG may require changes to such policies and procedures as they apply to this Agreement, whenever YVCOG reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by YVCOG. Upon request, the GRANTEE shall immediately return to YVCOG any Confidential Information that YVCOG reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

c. Unauthorized Use or Disclosure. The GRANTEE shall notify YVCOG within five (5) working days of any unauthorized use or disclosure of any Confidential Information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

B. "INDEPENDENT CONTRACTOR"
Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the PARTIES. The GRANTEE shall, at all times, remain an "independent contractor" with respect to the services performed under this Agreement. The YVCOG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor, and thus GRANTEE is solely responsible.

C. HOLD HARMLESS.
The GRANTEE shall hold harmless, defend and indemnify the YVCOG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE’s performance or nonperformance of the services or subject matter called for in this Agreement. The Washington State Department of Commerce (DOC) and the State of Washington are not liable for claims or damages arising from GRANTEE’s performance or nonperformance of this Agreement.

D. WORKERS' COMPENSATION.
The GRANTEE shall provide statutorily sufficient Workers' Compensation Insurance coverage for all subject employees involved in the performance of this Agreement.

E. INSURANCE AND BONDING.
During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

1) General Liability Insurance on an occurrence basis with a combined single limit of not less than $1,000,000 each occurrence for Bodily Injury and Property Damage. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than $1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the YVCOG, its agents, officers and employees are Additional Insureds, but only with respect to the GRANTEE’s services to be provided under this Agreement; and

2) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the YVCOG. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable Insurance certificate to the YVCOG at the time the GRANTEE returns the signed Agreement.

F. AMENDMENTS/MODIFICATION.
The YVCOG or GRANTEE may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed with the same formality as this Agreement, in writing and signed by a duly authorized representative of each PARTY. Such amendments shall not invalidate this Agreement, nor relieve, or release the PARTIES from obligations under this Agreement. All amendments to the budget must be requested in writing by the GRANTEE, and shall be submitted to the YVCOG's Contract Representative (as noted on the Face Sheet). If approved, the YVCOG will notify the GRANTEE in writing. Budgeted amounts shall not be shifted between categories or Programs without written approval by the YVCOG, and any costs for completing the Program/activities over and above the amount awarded by the YVCOG shall be the sole financial responsibility of the GRANTEE.

The YVCOG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the Program/activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

G. SUSPENSION OR TERMINATION.
The YVCOG may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time; and
b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement; and

c. Ineffective or improper use of funds provided under this Agreement; and/or

d. Submission by the GRANTEE to the YVCOG reports that are incorrect or incomplete in any material respect.

H. REPORTING AND PAYMENT PROCEDURES.

1) Indirect Costs

GRANTEE may use six percent (6%) for administrative (indirect) costs for projects that align with the homeless housing program per RCW 36.22.179: Surcharge for local homeless housing and assistance—Use.

2) Payment Procedures

The YVCOG shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the YVCOG and approved by YVCOG staff. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for reimbursement of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10th of each month for the previous month’s expenditures, using the invoice forms provided by YVCOG staff. For expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, sub-grant or other founding source. GRANTEE shall submit reimbursement requests to the YVCOG’s Contract Representative designated on the Face Sheet of this Agreement.

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the YVCOG’s Contract Representative designated on the Face Sheet of this Agreement.

Payment will be made within thirty (30) days after receipt of the GRANTEE’s complete reimbursement request, except as provided by state law. If the YVCOG objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

In the event that the YVCOG determines any funds were expended by the GRANTEE for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, the YVCOG may order repayment of the same. The GRANTEE shall remit the disallowed amount to the YVCOG within thirty (30) days of written notice of the disallowance.

a. The GRANTEE agrees that funds determined by the YVCOG to be surplus upon completion of the Agreement will be subject to cancellation by the YVCOG;

b. The YVCOG shall be relieved of any obligation for payments if funds allocated to the YVCOG cease to be available for any cause other than misfeasance of the YVCOG itself; and

c. The YVCOG reserves the right to withhold payments pending timely delivery of Program reports or documents as may be required under this Agreement.

3) Homeless Management Information System (HMIS)

The GRANTEE shall enter data into the YVCOG Homeless Management Information System (HMIS) for every client served under this Agreement in accordance with HUD/HMIS Data Standards. Client records shall be submitted and updated, as required, no less frequently than monthly on or before the 5th day of each month. HMIS required data elements are determined by the funder.
GRANTEE shall submit a Monthly Quantitative Data Report with monthly reimbursement requests, on or before the 10th day of each month. The report must contain the names of the projects for which data has been entered and must include a statement for each project verifying that the data is both complete and accurate. All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

GRANTEE shall utilize the HMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory changes. All unit information shall be updated within forty-eight (48) hours of an occupancy change. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the HMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the YVCOG. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found in HUD Notice CPD-16-060, pp. 5-17 as incorporated herein by reference.

The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index – Service Prioritization Decision Assistant Tool (VI-SPDAT) prior to using these systems. GRANTEE providing permanent supportive housing and transitional housing programs will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

YVCOG HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.yv cog.org. Communications regarding updates to the website will be distributed via e-mail to current HMIS. GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS.

4) Other Reporting Requirements
GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, and the System Performance Measures Report as specified by the YVCOG.

I. CONTRACT MANAGEMENT STANDARDS
The GRANTEE shall maintain accurate records to account for its expenditures and program performance. The YVCOG has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The YVCOG designee may inspect and audit all records and other materials and the GRANTEE shall make such available upon request.

J. INTERNAL AUDITING CONTROL
The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the YVCOG, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements for agencies who expend in excess of $750,000 of federal funds. The YVCOG reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than $750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the YVCOG’s Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor’s report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the YVCOG.
The GRANTEE that expends less than $750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE’s most recent Audited Financial Statement to the YVCOG’s Contract Representative, designated on the Face Sheet of this Agreement. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE’s fiscal year end to the YVCOG’s Contract Representative by mail to the address listed above, or to homeless@YVCOG.org.

The GRANTEE is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the YVCOG reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

K. NONDISCRIMINATION.
No Individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The GRANTEE agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the GRANTEE.

Discrimination shall not include GRANTEE’s selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

L. COMPLIANCE WITH LAWS.
Each party shall comply with all applicable federal, state and local laws, regulations, and Executive Orders applicable to the subject matter of this Agreement, which are incorporated by reference into this Agreement.

M. ASSIGNMENTS.
This Agreement is binding on the parties and their heirs, successors, and assigns. The GRANTEE may not assign, transfer or subcontract its interest, in whole or in part, without the prior written consent of the authorizing official for the YVCOG of Spokane.

N. NON-WAIVER.
No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right currently or in the future.

SECTION NO. 8: SEVERABILITY
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless remain in full force and effect.

SECTION NO. 9: SECTION HEADINGS AND SUBHEADINGS
The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION NO. 10: ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the YVCOG and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the YVCOG and the GRANTEE with respect to the subject matter of this Agreement.

SECTION NO. 11: ANTI-KICKBACK
No officer or employee of the YVCOG, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO.12: CONSTRUAL
The GRANTEE acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the performance means that only the best general practice is to prevail, and that only material and workmanship of the best quality are to be used. This Agreement shall be construed neither in favor of, nor against either party, and is intended to benefit only the Parties to this Agreement, there are no third-party beneficiaries.

SECTION NO.13: RELIGIOUS ACTIVITIES
The GRANTEE acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.

The GRANTEE acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No homeless services provided by GRANTEE shall be denied due to person’s religious affiliation or lack thereof.
SCOPE
OF
WORK
Sacred Messengers DBA Transform Yakima Together

Homeless Outreach Team (HOT) - Street Outreach

USD$ 30,000.00 Requested

Project Contact
Andrew Ferguson
aferguson57@gmail.com
Tel: 7147453753

Additional Contacts
bethtransformyak@gmail.com

Sacred Messengers DBA Transform Yakima Together
PO Box 363
Yakima, WA 98907
United States

Executive Director
Andrew Ferguson
aferguson57@gmail.com

Telephone 509-426-2929
Fax 509-426-2911
Web www.transformyakima.com

Application Questions

PROJECT NARRATIVE

1. PROJECT SUMMARY: Provide a brief description of the proposed project. Describe how the project is aligned with the goals in the Yakima County 5-Year Plan.

The Yakima County 5-Year Plan can be found in the Library tab.

The TYT Homeless Outreach Team (HOT) provides outreach and engagement services throughout the County of Yakima, Washington. They are one of the County’s initial points of contact with both chronic homeless and chronic inebriates living on the streets. The HOT leverages the resources of TYT’s Camp Hope, including vehicles, staff and volunteers. Each HOT Team is composed of
specially trained staff and volunteers. The Teams seek out and engages chronically homeless persons and, for those who are willing, places them in emergency or transitional housing linked with appropriate services. The Homeless Outreach Team (HOT) is has been funded on a donation basis only for the last year. Getting supportive government funding would ensure that the program continues. It would also be a boost to the morale of those serving. The Homeless Outreach Team actively pursues collaboration relationships with other service providers to ensure the chronically homeless person has access to all of the services provided within Yakima County.

Teams work together to assess the homeless person's problems and identify how to help them from a range of solutions. Whether their homelessness has been caused by loss of income, psychological problems, substance abuse, lack of job training, or other problems, multiple options are available to assist each person. This approach not only provides short-term answers, but also develops permanent solutions in a relationship-building model.

This program is in full alignment with the County’s 5-year plan as stated in its ULTIMATE GOALS OF PLAN: This Homeless Housing Plan includes the strategy to implement a Housing First model comprised of the following four goals with supporting strategies and action steps. 1) Make homelessness brief and rare (by providing rapid re-housing and accompanying case management services for all non-chronically homeless households). 2) Expand and Diversify Funding 3) Create and Implement Outreach, Advocacy and Engagement Plan 4) Engage and provide permanent supportive housing for the chronically homeless

PRIORITY POPULATIONS: 1. Chronically Homeless (including chemical dependency and mentally ill) – a. A person who is “chronically homeless” is an unaccompanied homeless individual with a disabling condition, who has either been continuously homeless for a year or more; or has had at least four episodes of homelessness in the past three years. In order to be considered chronically homeless, a person must have been sleeping in a place not meant for human habitation and/or in an emergency homeless shelter.

Yakima Valley Conference of Government and the Homeless Planning and Policy Council identified three bold steps that constitute the critical path to Reducing Homelessness so that it is Brief and Rare in the Yakima County with the ultimate goal of improving our response system and engaging our community. Bold Step #1: Engage with and provide permanent supportive housing for the chronically homeless. Bold Step #2: Create and Implement Outreach, Advocacy and Engagement. Bold Step #3: Expand and Diversify Funding

2. TARGET POPULATION: Describe in detail the target population this project will serve. Include agency’s experience working with this particular population and knowledge/understanding of this populations' unique service needs. Please indicate how serving this population aligns with the 5-Year Plan.

The TYT HOT will serve the Homeless, including Chronically Homeless, single men, women, and couples, including pets.

As an extension of Camp Hope the HOT outreach will serve all homeless individuals, including those with mental and physical disabilities. And we will endeavor to accommodate disabled individuals and comply with ADA guidelines at the shelters. However, our shelters are not set up
to accommodate high need individuals who require individual care and attention. Therefore, where appropriate, individuals that require personalized medical or physical care will be directed to other resources.

Since Camp Hope opened last year, our organization, including our shelter staff and volunteers, specifically, have gained valuable knowledge and experience regarding the homeless, including very specific knowledge and understanding of the populations' unique personalities and needs here in Yakima. In addition, we have gained a greater understanding of the provider network and their capabilities and resources. We have also worked closely with area law enforcement and medical communities and built relationships that better enable us to serve the homeless population.

In addition to his experience as Camp Hope’s Director over the last year, Mike Kay, has 18 years of law enforcement experience and is a certified FEMA disaster relief coordinator. He is also a certified instructor in various related areas such as de-escalation techniques, and drug detection and enforcement. These have proved invaluable in dealing with and meeting the needs of the homeless.

As stated in the prior question, this program is in full alignment with the County’s 5-year plan by specifically providing for a unique and critically needed outreach and engagement program, the only one that is connected with a shelter and offers to actually respond to "emergency" or nuisance calls from the community and local law enforcement and transport the client to shelter or service provider, if appropriate and there is capacity.

3. SERVICES/ACTIVITIES: Describe the services/activities proposed in a specific and detailed manner. Include a description of how the services/activities will be implemented and the frequency/duration of services.

Please indicate how the proposed services align with the 5-Year Plan.

Each HOT Team is composed of specially trained staff and volunteers. The Teams seek out and engages chronically homeless persons and, for those who are willing, places them in emergency or transitional housing linked with appropriate services. The Homeless Outreach Team (HOT) is currently funded on a donation basis only. The Homeless Outreach Team actively pursues collaboration relationships with other service providers to ensure the chronically homeless person has access to all of the services provided within Yakima County.

Teams work together to assess the homeless person’s problems and identify how to help them from a range of solutions. Whether their homelessness has been caused by loss of income, psychological problems, substance abuse, lack of job training, or other problems, multiple options are available to assist each person. This approach not only provides short-term answers, but also develops permanent solutions in a relationship-building model.

TYT will provide a Homeless Outreach Team or HOT. HOT will respond as requested to areas within Yakima County as staffing and funding allows. HOT will respond with specially trained volunteers to calls placed by the community, city or other service providers for homeless who may be congregating, or unaware of the services they can access.

- Our goal is to provide the community with an immediate response.
- Provide relief of emergency service providers having to deal with non-criminal nuisance
complaints. HOT will provide safe transportation for the client to sheltering / encampment / service providers.
• Provide our homeless population with a trained person immediately aware of resources directly effecting their immediate needs.
• Treating Homeless Population with dignity & respect.

Through a 24-hour hotline (509-424-3640), community outreach, and a partnership with The Downtown Business Association, we will provide business owners an alternative to calling 911 when issues arise. This will greatly decrease pressure on the Yakima Police Department in responding to nuisance calls as well as reducing the fiscal impact on the Police Department for such calls.

We are committed to a close and creative partnership with local law enforcement. Over the past months, we have conferred on shelter safety practices, intake of certain nuisance offenders, accessing future funding for programs aimed at reducing unnecessary police calls and associated public safety costs, and the need for closer coordination between the police and social services. Our HOT Team will be working closely with local law enforcement to address and mitigate public impact of the homeless in the immediate neighborhood surrounding the proposed sites.

Depending on funding, the Homeless Outreach Team (HOT) will be doing proactive patrols multiple times per week in various locations throughout the County. The Team will increase proactive patrols during acclimate weather such as winter, or summer months to ensure that the chronically homeless, or chronically inebriated are as safe as possible.

The Homeless Outreach Team (HOT) also works closely to partner with public safety entities such as Police, Fire and EMS service providers to respond (when called to their location) in assisting the chronically homeless, or inebriated person in finding shelter, resources, or care. The team’s response greatly reduces the overwhelming toll placed on Yakima County Emergency Services.

4. LOCATION: In what City or Cities will your project be located? Describe how the services will be available and accessible.

*Is this location near a public transit line and/or will your services include client transportation, if necessary. The TYT HOT will serve all of Yakima County as resources permit.*

3/22/17 – Present: 103 Total calls for service / self-initiated activity

Areas Served: Yakima City Limits
Union Gap
Wapato
Toppenish
Sunnyside
Granger
Agencies Assisted: Yakima Police
Yakima Fire
Yakima Co. Sheriff
Moxie Police

Businesses Served: Capital Theater
Olive Garden
Greenway
Wilson Property Management
Chamber of Commerce
7 Eleven
Walmart

Average Hourly Cost for YPD to handle the call: $60.45 per hour

Average Time Spent Handling the Call: 2-3 hours

Yearly Savings to City of Yakima for HOT Team: $18,679.05
(Does not include vehicle operational costs)

Public Records Request Closed
A public records request from the City of Yakima that you are subscribed to has been closed.
The following note has been added to the request:
The average 2018 wage including benefits for officers and sergeants is $60.45 per hour.

A 24-hour hotline, 509-424-3640, is available for any homeless person in need to call for assistance. This also functions as community outreach and service line, which provides business owners and community members an alternative to calling 911 when issues arise. This will greatly decrease pressure on the Yakima Police Department in responding to nuisance calls as well as reducing the fiscal impact on the Police Department for such calls.

In conjunction with the City, we have developed a postcard describing the location and basic services of the shelter that is being given to and used by the police, service providers, business owners, and other community members to give to the homeless or those that may know them to make them aware of our location and services. We have utilized the media to make the community aware of our location and program in order to reach potential clients or those who might know them.

5. LINK TO NEED: Describe how the proposed services/activities, including the location, meet the needs of the target population and fill any gaps in services. How do the proposed services meet the need in the community without duplicating efforts?

Indicate whether the service delivery model to be used is best practice, and provide detailed information to support that the project design is: a) evidence based, or b) introduces an innovation that improves the services provided.

In the YVCOG 5-year plan, resident outreach and communications was identified as one of the
gaps in homeless services.

HOT will act as a response team to the Yakima County Community. HOT will respond with specially trained volunteers to calls placed by the community, city or other service providers for homeless who may be congregating, or unaware of the services they can access.

• Our goal is to provide the community with an immediate response.
• Provide relief off of emergency service providers having to deal with non-criminal nuisance complaints. HOT will provide safe transportation for the client to sheltering / encampment / service providers.
• Provide our homeless population with a trained person immediately aware of resources directly effecting their immediate needs.
• Treating Homeless Population with dignity & respect.

6. ACCESSABILITY: Describe in detail how the proposed project will be accessed by the targeted population.
How will this project coordinate with the Coordinated Entry System?
We have a publicized HOT line - 24 hr. call-in number - of 509-424-3640, which is also marked on our patrol vehicles.

In conjunction with the City, we have developed a postcard describing the location and basic services of the shelter that is being given to and used by the police, service providers, business owners, and other community members to give to the homeless or those that may know them to make them to our location and services. We have utilized the media to make the community aware of our location and program in order to reach potential clients or those who might know them.

7. HOUSING SEARCH AND STABILIZATION: For Rapid Rehousing/Rental Assistance Projects ONLY. Describe the agency’s experience in working with area landlords and/or property managers and detail the project’s planned liaison efforts.
Describe your agency’s approach to maintaining strong relationships with landlords and providing tenants with knowledge of their responsibilities as a tenant.
N/A

8. COMPLEMENTARY SERVICES and COORDINATION: Describe other services, projects, and agencies that will provide services or resources to project participants that help meet needs and promote movement toward permanent housing.
Describe in detail any formal agreements or history of partnerships (i.e. education, employment, life skills, mental health, substance abuse) that your agency has with partnering agencies and UPLOAD signed MOU’s/agreements in the Documents Tab.
N/A

9. PROJECT OUTPUTS: The overall goal of this RFP is to prioritize unsheltered, rapidly move households into permanent housing, and reduce the time spent homeless and on the streets or in shelters. The next FOUR (4) questions address projected output.
Will your project have measurable outputs?
10. A) PERSONS SERVED: Indicate number of projected unduplicated persons and households to be assisted for a 12 month program period. Unduplicated means that each person/household served by the project is counted only once during the program period.

<table>
<thead>
<tr>
<th>Un dup licated Persons (7/1/18 - 6/30/19)</th>
<th>120</th>
</tr>
</thead>
<tbody>
<tr>
<td>Un dup licated Households (7/1/18 - 6/30/19)</td>
<td>120.00 TOTAL</td>
</tr>
</tbody>
</table>

11. B) SERVICE UNITS: Identify and describe THREE (3) service units to be provided.
(Examples: number of outreach contacts, emergency shelter bed nights, housing stability service hours, vouchers, etc.)

For each service unit, indicate total number of service units to be provided in a 12-month program period. Identify how you track and monitor clients and services provided; be specific.

Number of patrol hours: 520 (average of 10 hours per week)

Number of calls received and responded to: 150

Number of homeless outreach contacts: 120

Number of emergency shelter bed nights provided as a result of HOT: 600 (assumed that 1/2 of contacts will go to shelter and stay for an average of 10 days)

Records will be kept in log by drivers as well as intake logs at shelter.

In addition, we will be working with the Yakima Greenway to reach out to unauthorized "campers" to invite them to come to the shelter. We have and will continue to work with the Greenway in their "clean-up" operations where unauthorized camps are removed from property along the Greenway.

12. C) EMERGENCY SHELTER & TRANSITIONAL HOUSING PROJECTS ONLY: How many units (or beds) are in your program and what percent of utilization do you anticipate:

<table>
<thead>
<tr>
<th># of Units</th>
<th>105</th>
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<tbody>
<tr>
<td># of Beds</td>
<td>105.00 TOTAL</td>
</tr>
<tr>
<td>% Utilization Rate</td>
<td></td>
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</tbody>
</table>

13. D) POTENTIAL BARRIERS: Describe any potential barriers to achieving the identified output(s) and the strategy for overcoming these barriers in order to meet the proposed performance targets.

Funding
Can only guarantee outreach contact. The choice to take advantage of shelter or services is solely up to the individual.

Capacity

14. Please select your proposed project type for this application. Separate applications must be done for each project your agency will apply for. Answer ONLY the questions below that pertain to your project type; type N/A in questions that do not pertain.
   □ Coordinated Entry Services
   □ Emergency Shelter (DV, Youth, 24-hour, overnight only)
   □ Winter Weather Hotel/Motel Vouchers
   ✓ Outreach Services
   □ Rapid Rehousing (RRH) / Rental Assistance (RA)
   □ HEN Rental Assistance
   □ TANF Rental Assistance
   □ Capital Improvement

15. COORDINATED ENTRY SERVICES: Describe your agency’s process for completing the CE Intake Assessment and ensuring the client gets prioritized appropriately. Indicate number of estimated assessments your agency is likely to complete per month.
Describe any potential barriers this project may encounter and the strategy for overcoming these barriers.
N/A

16. EMERGENCY SHELTER: Emergency Shelter Projects have the following performance targets: at least 60% of clients exit to permanent housing and an average length of stay of 20 days. Describe your action plan to achieve these targets.
Describe any potential barriers to achieving the identified outcomes and the strategy for overcoming these barriers.
N/A

17. RAPID REHOUSING (RRH)/RENTAL ASSISTANCE (RA) - Describe your agency’s process for assisting clients in obtaining necessary identification, disability, and homeless verification documentation to obtain housing assistance.
Describe any potential barriers this project may encounter and the strategy for overcoming these barriers.
N/A

18. RRH: RRH projects have the performance targets of: at least 90% of clients exit to permanent housing, an average length of time from enrollment to move-in of 14 days or less, and less than 5% of clients returning to homelessness within 1 year.
Describe your action plan for meeting the identified outcomes and your strategy for overcoming any barriers to meeting the proposed performance targets.
N/A
19. RA: TH or PSH: TH projects will only be considered for youth or DV clients. Performance targets for: TH - at least 80% exit to PH and average LOS less than 180 days. PSH - at least 90% retain or exit to PH.

Describe your action plan for meeting the identified outcomes and your strategy for overcoming any barriers to meeting the proposed performance targets. Describe your action plan for increasing or maintaining the total income of clients served.

N/A

20. CAPITAL IMPROVEMENT: Please attach a copy of the signed Purchase Agreement, Lease Agreement, Zoning Approval and any other supporting documentation under the Documents tab.

Please give a "yes", "no", or "unknown" response for each question below.

Yes Does your agency own the property or have a contract to purchase or lease the property?

Yes Does the proposed use of project comply with city zoning codes and state regulations?

No Will this project require relocating individuals and if so, does your agency intend to comply with the Uniform Relocation Act (URA)? (See Library Tab)

Yes Does the proposed use of this project directly benefit homeless individuals?

Yes Does this proposed project align with the goals outlined in the Yakima County 5-Year Plan? (see Library Tab)

0.00 TOTAL

21. CAPITAL IMPROVEMENT: Describe your proposed project in detail including timeline for completion, proposed deliverable, and how it aligns with the 5-year plan.

N/A

22. OUTREACH SERVICES: Describe the anticipated outcomes of your project and what will be the proposed deliverables?

Describe your action plan for connecting your target population to a Coordinated Entry Access Point and prioritized for housing or other services.

The Homeless Outreach Team (HOT) will be doing proactive patrols multiple times per week in various locations throughout the County. The Team will increase proactive patrols during acclimate weather such as winter, or summer months to ensure that the chronically homeless, or chronically inebriated are as safe as possible.

TYT will achieve the goal of providing services to the homeless through the following short and long term YVCOG goals:

3.2. Encourage increased utilization of existing shelter services when appropriate for individuals by sending our HOT Team into the community, including:

Resident outreach and communication by on-site management of the Shelter that will include a 24-hour trained staffing model.

Our Approach
• Relational service model allows staff and volunteers to develop a rapport.
• Rapport turns to trust over time which leads to richer opportunities to support and empower people.
• When people are supported HOPE is developed.
• Hope EMPOWERS people to take the next step in life.

Team Work!
TYT believes in a team approach when supporting and empowering people.
• Staff and volunteers are empowered to work together for the common good of the people we serve.
• Teamwork takes effort, grace, mercy, good communication, and trust.
• Together, as a team of people who each have their own piece in the puzzle (no matter the size or shape), we make a difference.
• TYT values collaboration and partnership Working Within the Community Stabilizing the Homeless Community Stabilizes Our Entire Community

Number of patrol hours: 520 (average of 10 hours per week)

Number of calls received and responded to: 150

Number of homeless outreach contacts: 120

Number of emergency shelter bed nights provided as a result of HOT: 600 (assumed that 1/2 of contacts will go to shelter and stay for an average of 10 days)

Records will be kept in log by drivers as well as intake logs at shelter.

Moving people off public sidewalks and out of sleeping overnight in business doorways will be a major step for our downtown. Our ability to connect people with the larger network of public services and members of the Faith Community will result in a positive outcome for all.

Our Homeless Outreach Team was inspired by a law enforcement program in Houston, Texas that sent teams out to meet the homeless and connect them to services.

This is the summary report for our self-funded HOT from 3-22-17 thru 4-9-2018:

103 Total calls for service / self-initiated activity

Areas Served: Yakima City Limits
Union Gap
Wapato
Toppenish
Sunnyside
Granger

Agencies Assisted: Yakima Police
Yakima Fire
Yakima Co. Sheriff  
Moxie Police

Businesses Served: Capital Theater  
Olive Garden  
Greenway  
Wilson Property Management  
Chamber of Commerce  
7 Eleven  
Walmart

Average Hourly Cost for YPD to handle the call: $60.45 per hour

Average Time Spent Handling the Call: 2-3 hours

Yearly Savings to City of Yakima for HOT Team: $18,679.05  
(Does not include vehicle operational costs)

Public Records Request Closed  
A public records request from the City of Yakima that you are subscribed to has been closed.  
The following note has been added to the request:  
The average 2018 wage including benefits for officers and sergeants is $60.45 per hour.

AGENCY CAPACITY AND EXPERIENCE

23. AGENCY CAPACITY AND EXPERIENCE: Please provide a brief response to each question below.  

Please give a "yes", "no", or "unknown" response for each question below

Yes Does your agency have experience providing homeless housing and/or services?

Yes Does your agency have experience managing and accounting for public funding?

NO Have you had an audit in the last 24 months?

NO Has your agency received any audit or monitoring findings in the last 3 years? If yes, upload audit in Documents Tab.

YES Has your agency undergone organizational restructuring in the last 24 months?

NO Has your agency experienced turnover in key management positions in the last 24 months pertinent to this project?
YES Does your agency maintain policies for minimum qualifications for the staff members who will provide client services. If yes, please attach in Document Tab.

YES Does your agency utilize policies, procedures, and best practices to promote fairness and opportunity for all people, particularly people of color and communities that are disproportionately represented among the homeless population?

YES Does your agency assure access to underserved communities impacted by homelessness?

YES Will your agency provide services to racial and ethnic minorities, immigrants and refugees, individuals with disabilities, LGBTQ, and people with limited English proficiency?

NO Does your agency identify specific cultural based needs of populations and use that information to modify engagement and services?

YES Does your agency conduct self-assessment of its fair and just practices and cultural competency including both internal and external input?

YES Does your agency participate in HMIS currently?

YES Does your agency currently participate in the Coordinated Entry System for Yakima?

0.00 TOTAL

24. AGENCY COMMUNITY PARTICIPATION/COLLABORATION: Upload any MOUs between partnering agencies in the Documents Tab.

Please give a "yes", "no", or "unknown" response for each question below

Yes Does your agency participate in local homeless planning committees?

Yes Is your agency collaborating with partner agencies? Please attach all MOU's.

0.00 TOTAL

Budget

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<th>Other State/Local</th>
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<td><strong>Total</strong></td>
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<td><strong>USD$ 0.00</strong></td>
<td><strong>USD$ 6,000.00</strong></td>
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</table>
Budget Narrative
The budget reflects the cost of running a 24-hour HOT Team that would respond to incidents call in by the community or law enforcement/emergency personnel. They would also "cruise" around looking for homeless individuals whom they could offer to take to the Camp / Shelter.

No funds have been specifically committed to this program by TYT or its supporters. However, we have been running this program over the last year and have responded to nearly 100 calls from the community or law enforcement. We have also had our Camp Director take of "tours" through the City to offer shelter to homeless individuals and successfully recruited several residents.

Staff:
1 - F/T Coordinator $32,000 year
(Taxes & Benefits incl.)
The program would rely heavily on volunteers as we would ideally like to have two people in the vehicle when "cruising" or responding to calls. We will train up an on-call group of volunteers who would take call to respond to incidents.

Used Vehicle: $6k (2 vehicles already obtained by TYT)
Vehicle Insurance $1,800 yr x 2=3600
Fuel $4,200yr
Vehicle Maint. $2,400 yr

Training:
Staff / Vol. Training $1500. yr
Vol. Appreciation $500. yr

Administration and indirect costs - $4,000

Cost per client is not definable as it depends on how many clients respond to the calls. There will also be an indirect benefit to local police and sheriff as there will be a savings realized when they do not have to respond to the calls concerning homeless individuals from the community. Although we do not currently have the data to calculate that savings, someone inside these agencies could easily determine the cost savings already realized for the 9 calls we fielded from the community that the local police or sheriff did not have to handle.
**Documents Requested**  
Commitment letters for all leveraged funds/Letters of Support

**Required: Attached Documents**
- ✔ MOU Entrust
- ✔ MOU Sunrise
- ✔ MOU Yakama Nation
- ✔ MOU YUGM
- ✔ MOU GenHope
- ✔ Application Cover Sheet
- ✔ IRS 990
- ✔ SM Bylaws
- ✔ Board Members List
- ✔ IRS Letter
- ✔ Insurance Certificate
- ✔ Audit Statement
- ✔ Board Members List

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