



YVCOG EXECUTIVE COMMITTEE AGENDA

Monday, June 15, 2015
1:30 p.m.

The 300 Building
311 North 4th St, Ste 204, Yakima

YVCOG EXECUTIVE COMMITTEE MEMBERS:

Jim Restucci, Chair, Mayor, City of Sunnyside
John Hodkinson, Vice-Chair, Member-at-Large
Mike Leita, Commissioner, Yakima County
Micah Cawley, Mayor, City of Yakima
Dan Olson, Council Member, City of Union Gap – Area 1 Representative
Loren Belton, Mayor, City of Toppenish – Area 2 Representative
Mario Martinez, Mayor, City of Mabton – Area 3 Representative

- ❖ **CALL TO ORDER** – The June 15, 2015 meeting of the YVCOG Executive Committee will come to order at ____ p.m.
- ❖ **INTRODUCTIONS / ROLL CALL**
- ❖ **APPROVAL OF MINUTES** – May 18, 2015 *pgs. 3-5*
- ❖ **PUBLIC COMMENT POLICY** – *It is the policy of the YVCOG Executive Committee to accept public comment on agenda items at the time the item is being discussed. Public comments regarding items not on the agenda will be heard at the end of the meeting.*

OLD BUSINESS

1. Telecommute Policy – *(table copies)*
Larry Mattson, Executive Director
 - After-action report from March 2015 meeting.
Action: Information.

NEW BUSINESS

2. Correspondence
Larry Mattson, Executive Director
Action: Information.
3. Program Updates
Joseph Calhoun, Planner
Action: Information.
4. Approval Of Vouchers
Action: Review, approval and authorization of signatures.
5. Monthly Budget Report *pgs. 6-9*
Chris Wickenhagen, Administrative Finance Officer
 - May 2014 Budget Report.
Action: Approval.

- May 2014 Cash Flow Statement.

Action: Information.

6. New YVCOG Org Chart – Effective July 1, 2015 *pg. 10*

Larry Mattson, Executive Director

Action: Approval

7. Naches Professional Services Agreement (GMA Updates)

Larry Mattson, Executive Director

- Professional Services Agreement for assistance with the Town of Naches' Growth Management Act Updates. Naches Professional Services Agreement is for \$17,472.00 from date of execution to December 31, 2016.

Action: Approve and authorize Chair to sign.

8. Yakima County Professional Services Agreement (Manage Homeless Program) *(table copies)*

Larry Mattson, Executive Director

- Professional Services Agreement for technical services to manage and implement the County's Five Year Homeless Housing Plan and coordinate the Homeless Housing and Assistance Act and HUD Continuum of Care programs within Yakima County. Professional Services Agreement is for \$895,400 from July 1, 2015, to December 31, 2016.

Action: Approve and authorize Chair to sign.

9. Yakima Valley Homeless Program Steering Committee *pg. 11*

Larry Mattson, Executive Director

- Review the list of nominees for the 21 service sectors and geographic areas proposed to serve on the steering committee.

Action: Approve and authorize Executive Director to send invitations to nominees.

10. Executive Session

Jim Restucci, Chairman

"The Yakima Valley Conference of Governments shall convene an Executive Session, pursuant to RCW 42.30.110(1)(g), for the purpose of reviewing the performance of the Executive Director, Lauris Mattson, during his first 6 months in said position. This session will begin at _____ o'clock, and will be concluded at _____ o'clock."

11. September 16, 2015 General Membership Meeting

Larry Mattson, Executive Director

Location: Union Gap (Ahtanum Youth Barn)

Program and Business Items: Legislative session summary with state legislative district

Action: Discussion.

❖ **OTHER BUSINESS**

❖ **PUBLIC COMMENT**

❖ **ADJOURN** at _____ p.m.

YVCOG ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding YVCOG's Title VI Program, you may contact the Title VI Coordinator at 509.574.1550.

If you need special accommodations to participate in this meeting, please call us at 509.574.1550 by 10:00 a.m. three days prior to the meeting. For TDD users, please use the state's toll-free relay service, 800.833.6388 and ask the operator to dial 509.574.1550.

YVCOG EXECUTIVE COMMITTEE MEETING MINUTES
May 18, 2015

- CALL TO ORDER Mr. Restucci, Chairman, called the May 18, 2015 meeting of the YVCOG Executive Committee to order at 2:31 p.m.
- PUBLIC COMMENT POLICY It is the policy of the Yakima Valley Executive Committee to accept public comment on agenda items at the time the item is being discussed. Public comments regarding items not on the agenda will be heard at the end of the meeting.
- ROLL CALL & INTRODUCTIONS Members present: Jim Restucci, John Hodkinson, Loren Belton, Mike Leita, Mario Martinez, and Dan Olson.
Members Absent: Micah Cawley.
YVCOG staff present: Larry Mattson, Chris Wickenhagen, Shawn Conrad, Joseph Calhoun, and Tami Hayward.
Others present: Tim Sullivan
A quorum was present.
**Indicates notice of absence received prior to meeting.*
- APPROVAL OF MINUTES Mr. Hodkinson moved to approve the minutes* of the April 20th, 2015 meeting. Mr. Martinez seconded. The motion carried.
- NEW BUSINESS
- Correspondence*
- Personnel: working on Office Assistant/Communications position description – hoping to have it approved by HR and posted this summer.
- Yakama Cares grant request denied: Legends Casino denied our grant application for \$8,000 in funding for mid-Valley recreation issues.
- Yakima Valley Community Foundation Meeting, May 13: Larry Mattson, Loren Belton, and Chris Wickenhagen, met with Linda Moore last week. Looking for ways to aggregate resources to better serve residents of Lower Valley – recreation based. “Parks Plus” model. If it is successful in Lower Valley, we will export it to the full region.
- Valley Police Chiefs’ Meeting: Former Yakima County Sheriff, Ken Irwin, was at the meeting and is now a Community Liason from Comprehensive Mental Health. CMH will be doing mental health issues training with law enforcement. Discussion on Noah’s Ark center in Wapato. Chief from Wapato is a potential representative for our Homeless TAC.
- Patrick Ibarra: Yakima Valley Museum on July 15th, 8:30 to noon. AWC and WCIA will be sending out announcements for the event.
- OIC grant-writing inquiry: Steve Hill emailed Mr. Mattson to see if YVCOG has staff available to assist with their future needs.
- Contracts*
- Selah Professional Services Agreement: The GMA PSA has been approved by Selah’s City Council.

Yakima County Technology Services ILA – Mr. Mattson presented the agreement to the Executive Committee for their review and approval. The contract is in the amount of \$14,000.

Mr. Leita moved to approve and authorize the Chair to sign the Yakima County Technology Services ILA. Mr. Belton seconded the motion. The motion carried.

Program Updates

Shawn Conrad –

- HOME Consortium – continuing work on environmental reviews.
- A lot of Growth Management Act-related things are going on.
 - Zillah – Capital Facilities and Transportation elements updates.
 - Grandview – working on comp plan updates.
 - Naches – estimate for GMA updates services has been sent.
 - Granger – interested in potentially using our services for updates.
- Held GMA Update Workshop on May 5th – 40 people attended. Good feedback. We are considered the model for the state for technical planning assistance to cities, per Dave Anderson of Department of Commerce.
- Attended the PAW Land Use Boot Camp last Friday. which we assisted with. 21 attendees – not many local.

Joseph Calhoun –

- Harrah – GMA updates. Will begin environmental review soon.
- Wapato – new contract to update Parks and Recreation comprehensive plan.
- Finishing up current planning projects Granger, Grandview and Wapato.
- Hosting the MRSC Land Use Law webinar on Wednesday (12:00 – 1:00 p.m.)

Approval of Vouchers

Vouchers were audited and certified by the Auditing Officer as required by RCW 42.24.080, those expense reimbursement claims certified as required by RCW 42.24.090, and have been recorded on a listing which has been made available to the Executive Committee.

As of this date, the Executive Committee approved for payment those claims and payroll vouchers in the list as follows: payroll vouchers numbered MAY-15-001 through MAY-15-006 in the total amount of \$62,825.00, and claim vouchers numbered MAY-15-007 through MAY-15-037 in the total amount of \$14,305.28. Mr. Leita moved to approve the May Vouchers;* Mr. Olson seconded this motion. The motion carried.

Monthly Budget Report

Ms. Wickenhagen presented the Preliminary April 2015 Monthly Budget Report showing a revenue balance of \$60,474.01. Mr. Belton moved to approve the Preliminary April 2015 Monthly Budget Report, seconded by Mr. Hodkinson. The motion carried.

Homeless Program Update

Mr. Mattson discussed the proposed contract. Close to being ready for approval. The Budget needs to be approved by the General Membership on Wednesday night, in order to bring the Homeless Program on board.

Budget Amendment #1

Ms. Wickenhagen presented Budget Amendment #1, which is primarily to increase 2015 revenue resulting from bring in the Homeless Program. We are also anticipating a small amount of revenue resulting from surplus sale, and an

additional \$14,000 of RTPO state funds for training. Total amount of budget increase is \$314,400.

Mr. Belton moved to approve YVCOG 2015 Budget Amendment #1. Mr. Hodkinson seconded. The motion carried.

*May 20th General
Membership Meeting*

The May General Membership Meeting will be held at the Depot in Naches. Meeting program and business items were discussed.

OLD BUSINESS

None.

OTHER BUSINESS

Mr. Restucci shared an update from Dave Williams, AWC Legislative Director, that a second special 30-day session is almost certain.

Mr. Restucci requested that the Executive Committee consider doing a 6-month review of Mr. Mattson's performance as Executive Director. This would be done in an executive session at the June meeting.

PUBLIC COMMENT

None.

ADJOURN

With no other business, Mr. Restucci adjourned the meeting at 3:34 p.m.

Respectfully submitted,

James A. Restucci, YVCOG Executive Committee Chair

Date signed

ATTEST:

Tamara Hayward, Executive Committee Secretary

**YVCOG Executive Committee Meeting June 15, 2015
PRELIMINARY BUDGET REPORT
May-15**

Prepared By Christina Wickenhagen, Deputy Director

REVENUES RECEIVED:		2014	2015
January		136,397.75	139,242.72
February		16,271.78	8,458.67
March		96,237.46	122,787.20
April		68,817.66	88,696.32
May		53,265.46	73,382.91
June		49,677.21	
July		62,434.49	
August		14,011.30	
September		56,655.80	
October		48,735.55	
November		52,712.46	
December		51,734.93	
Total Revenue MTD (through May)		\$370,990.11	\$432,567.82
Total Revenue YTD		\$706,951.85	\$432,567.82
EXPENDITURES:			
Salaries	January	\$36,171.80	\$44,902.46
	February	\$36,024.11	\$44,973.88
	March	\$36,142.51	\$45,466.69
	April	\$36,274.46	\$45,405.04
	May	\$36,866.00	\$45,262.88
	June	\$29,060.27	
	July	\$29,949.67	
	August	\$29,725.34	
	September	\$29,586.90	
	October	\$29,740.24	
	November	\$35,221.53	
	December	\$34,265.93	
Total Salaries MTD (through May)		\$181,478.88	\$226,010.95
Total Salaries YTD		\$399,028.76	\$226,010.95
Vouchers	January	\$31,042.82	\$37,102.55
	February	\$25,676.82	\$27,281.15
	March	\$25,927.10	\$28,564.67
	April	\$23,260.02	\$25,014.46
	May	\$22,484.02	\$37,301.64
	June	\$17,282.84	
	July	\$19,420.69	
	August	\$17,167.92	
	September	\$23,769.36	
	October	\$22,346.83	
	November	\$20,634.07	
	December	\$22,871.42	
Total Vouchers MTD (through May)		\$128,390.78	\$155,264.47
Total Vouchers YTD		\$271,883.91	\$155,264.47
TOTAL EXPENDITURES MTD (through May)		\$309,869.66	\$381,275.42
TOTAL EXPENDITURES YTD		\$670,912.67	\$381,275.42
Revenue Balance		\$36,039.18	\$51,292.40

MONTHLY CASH FLOW (estimate)

Salaries	\$45,262.88	REIMB (SAL)	\$35,088.27	ADMIN	\$10,174.61
Vouchers	\$37,301.64	REIMBURSED	\$29,050.76	ADMIN	\$8,250.88

2015
Yakima Valley Conference of Governments
PRELIMINARY REVENUE Budget

42%

Grants	Sub-Departments Grants/Contracts	May	YTD Actual Revenue	2015 Budget	Year-to-Date \$ Variance	Year-to-Date % Variance
615 308 000 01	Beginning Fund Bal-Designated **			195,000.00 **	195,000.00	
	Administration					
615 100 368.5	Admin-Gen'l Assessment	-	71,800.50	111,960.00	40,159.50	64%
615 100 369.9	Admin-Misc Revenue (copies, posters)	-	18.38	500.00	481.62	4%
615 100 345.8	Admin-Assoc Membership Fees	50.00	150.00	300.00	150.00	50%
	Total Administration	50.00	71,968.88	112,760.00	40,791.12	64%
615 100 337.X	Intergov-Local Match WSDOT	-	40,741.00	41,642.00	901.00	98%
615 100 368.5	Intergov -Local Transit	-	3,000.00	3,000.00	0.00	100%
	Total Intergov-Local	-	43,741.00	44,642.00	901.00	98%
615 210 333	STP - Fed Hwy Admin WSDOT	-		50,000.00	50,000.00	0%
	MPO/RTPO					
615 340 333	FHWA-DOT-Metro Plan (PL)	36,673.59	135,748.14	350,000.00	214,251.86	39%
615 340 333	FTA-DOT-Metro Plan Grant	-	42,644.98	42,658.00	13.02	100%
615 340 334	RTPO-WSDOT	13,462.08	61,401.57	111,191.00 *	49,789.43	55%
	Total MPO/RTPO	50,135.67	239,794.69	503,849.00	264,054.31	48%
615 215 333	ACE - DOH	-	2,193.12	10,000.00	7,806.88	22%
615 440 334	CTR - Plans & Progr WSDOT	17,568.67	53,701.50	75,000.00	21,298.50	72%
615 445 333	CMAQ Grant	-	5,455.72	103,750.00	98,294.28	5%
615 345.8	Homeless Assistance & Prevention			295,400.00 *	295,400.00	0%
615 100 337.1	Intergov-Scholarship			1,500.00	1,500.00	0%
615 5XX 345.8	Intergov Serv-Exec Boards (TA Contr)			83,000.00		
	Member TA's 2014	-	1,141.82			
	Grandview GMA PSA 2015	-	181.53			
	Grandview TA 2015	170.69	170.69			
	Granger TA 2015	1,348.56	2,548.75			
	Harrah PSA 2014	-	1,016.86			
	Mabton TA 2015	-				
	Moxee TA 2015	-	-			
	Selah TA 2015	-	-			
	Tieton TA 2015	374.14	1,012.34			
	Toppenish TA 2015	-				
	Union Gap TA 2015	-				
	Wapato TA 2015	716.48	794.97			
	YC HOME Cons PSA 14-15	575.82	3,768.40			
	Yakima Health Dist PSA 2015	2,442.88	5,077.55			
	Total TA Contracts	5,628.57	15,712.91	83,000.00	67,287.09	19%
	Junk & Scrap		-	5,000.00 *	5,000.00	0%
	Total Revenue	73,382.91	432,567.82	1,284,901.00	\$ 852,333.18	34%

* Denotes budget amendment #1

7

2015
Yakima Valley Conference of Governments
PRELIMINARY EXPENDITURE Budget

42%

GL Code & Description	May	YTD Actual	2015 Budget		Annual \$ Variance	YTD % Variance
Salaries						
615 1001 Salaries and Wages	\$ 45,178.42	\$ 225,314.55	\$ 690,000.00	*	33%	\$ 464,685.45
615 1002 Salaries-Overtime	\$ 84.46	\$ 696.40	\$ 7,200.00	*	10%	\$ 6,503.60
615 1003 Salaries-Extra Help	\$ -	\$ -	\$ -		0%	\$ -
Salaries	\$ 45,262.88	\$ 226,010.95	\$ 697,200.00		32%	\$ 471,189.05
Personnel Benefits						
615 2002 Benefits-Direct	\$ 14,122.73	\$ 70,425.16	\$ 238,000.00	*	30%	\$ 167,574.84
615 2004 Benefits-Bank Accruals	\$ (63.34)	\$ (63.34)	\$ -			
Personnel Benefits	\$ 14,059.39	\$ 70,361.82	\$ 238,000.00		30%	\$ 167,638.18
Supplies						
615 3101 Office & Operating Supplies	\$ 1,253.70	\$ 3,031.28	\$ 36,400.00	*	8%	\$ 33,368.72
615 3501 Small Tools and Minor Equip	\$ -	\$ 2,486.11	\$ 7,500.00	*	33%	\$ 5,013.89
615 3502 Computer Software	\$ -	\$ -	\$ 3,000.00	*	0%	\$ 3,000.00
615 3590 Small & Attractive Items	\$ -	\$ -	\$ -		0%	\$ -
Supplies	\$ 1,253.70	\$ 5,517.39	\$ 46,900.00		12%	\$ 41,382.61
Other Services-Charges						
615 4101 Professional Services	\$ 8,620.00	\$ 17,541.82	\$ 74,199.00	*	24%	\$ 56,657.18
615 4125 Prof Serv-Indirect Costs	\$ 405.58	\$ 2,027.90	\$ 4,867.00		42%	\$ 2,839.10
615 4191 Prof Serv-Purch Services	\$ 232.50	\$ 1,102.50	\$ 2,250.00	*	49%	\$ 1,147.50
615 4192 Prof Serv-Tech Services	\$ 25.00	\$ 125.00	\$ 8,000.00	*	2%	\$ 7,875.00
615 4201 Communications-Telephone	\$ 761.27	\$ 3,912.19	\$ 9,550.00		41%	\$ 5,637.81
615 4202 Communication-Postage	\$ -	\$ 229.85	\$ 2,000.00	*	11%	\$ 1,770.15
615 4301 Travel	\$ 2,687.84	\$ 7,623.80	\$ 60,000.00	*	13%	\$ 52,376.20
615 4401 Advertising	\$ 1,575.78	\$ 3,381.93	\$ 6,000.00	*	56%	\$ 2,618.07
615 4501 Operating Rentals and Leases	\$ 4,823.10	\$ 26,939.20	\$ 86,000.00	*	31%	\$ 59,060.80
615 4601 Insurance	\$ -	\$ 5,608.00	\$ 6,100.00		92%	\$ 492.00
615 4701 Utility Services	\$ 10.91	\$ 54.19	\$ 135.00		40%	\$ 80.81
615 4801 Repair and Maintenance	\$ 161.59	\$ 485.39	\$ 2,500.00		19%	\$ 2,014.61
615 4901 Misc. (registrations, dues, subscriptions)	\$ 2,684.98	\$ 10,353.49	\$ 41,000.00	*	25%	\$ 30,646.51
Other Services - Charges	\$ 21,988.55	\$ 79,385.26	\$ 302,601.00		26%	\$ 223,215.74
Capital Outlay						
615 6401 Capital Expenditure	\$ -	\$ -	\$ -			\$ -
Capital Outlay	\$ -	\$ -	\$ -			\$ -
Debt Services-Interest						
615 8101 Interest	\$ -	\$ -	\$ 200.00			\$ 200.00
Debt Service - Interest	\$ -	\$ -	\$ 200.00			\$ 200.00
Total Expenditure	\$ 82,564.52	\$ 381,275.42	\$ 1,284,901.00		30%	\$ 903,625.58

8

2014- '15 Cash Flow Statement
Yakima Valley Conference of Governments
PRELIMINARY

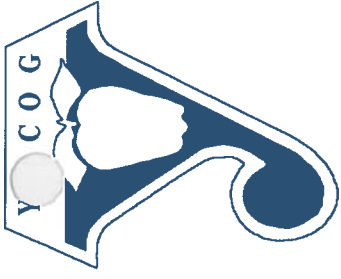
May 2015

For the Mo Ended:

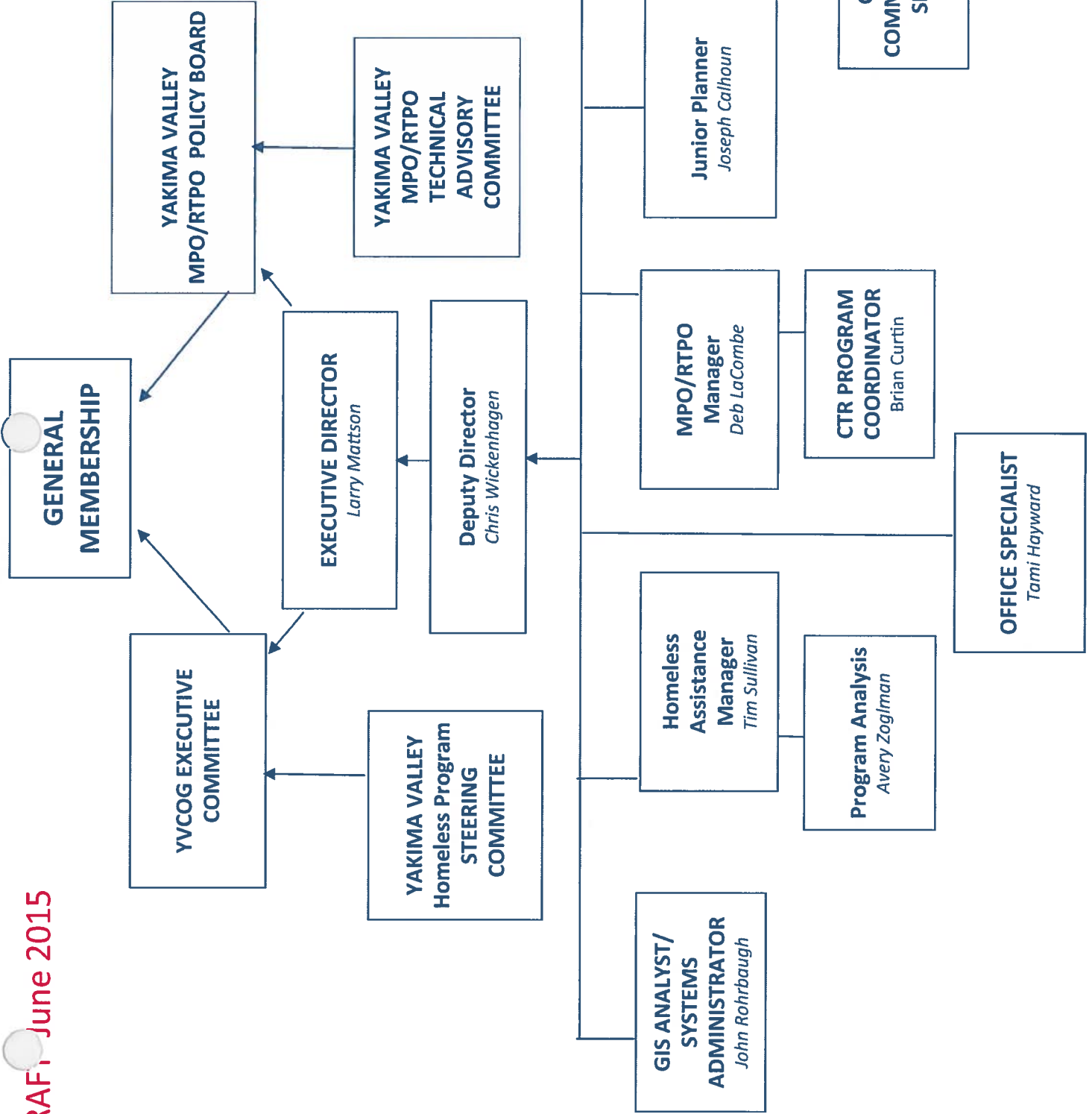
(Cash Basis Accounting)

	May	June	July	August	September	October	November	December	January	February	March	April	May
Beginning cash	\$299,626.38	\$293,255.02	\$296,589.12	\$309,688.25	\$277,086.10	\$280,070.83	\$276,719.31	\$273,576.17	\$318,981.24	\$325,411.46	\$261,615.10	\$310,370.94	\$328,647.76
Fed Hwy Admin-WSDOT STP				3,900.87									
FHWA DOT-Metro Plan Grant		25,376.69	22,826.92		33,188.28		17,645.31	27,398.05	23,317.89		46,880.65	28,876.01	36,673.59
FTA-DOT-Metro Plan Grant	6,922.29										19,019.16	23,625.82	
DOT-RTPO & RTPO Long Range	30,105.20	3,259.69			12,767.55	23,269.32	8,742.52	6,386.57	8,985.70		32,209.81	6,743.98	13,462.08
CMAQ Plans & Programs	7,879.17	7,352.39	6,622.98	6,545.31	6,912.11		17,851.72		5,455.72				
DOT - CTR		6,377.18	3,033.64			10,732.91	4,153.48	1,996.75		2,851.47	20,367.23	12,914.13	17,568.67
Active Communities Grant	1,963.94	1,388.95			930.07	346.20		1,042.50	623.13		1,569.99		
Intergov Serv-Exec Boards (TA Co	6,344.86	5,912.31	3,656.95	3,515.12	2,857.79	5,108.48	4,311.53	14,876.06	682.28	665.20	2,721.98	6,014.88	5,628.57
Intergov-County/City Share-gen assess		15,101.00				9,262.00			58,901.00	2,428.00		10,471.50	
Intergov-Local Match WSDOT		11,143.00							38,277.00	2,464.00			
Intergov -Local FTA (Yakima Transit)									3,000.00				
Intergov -Scholarship							7.90	35.00					
Misc Revenue-copies, posters						16.64					18.38		
Associate Membership Fees	50.00		50.00	50.00						50.00		50.00	50.00
Expense Revenue Natted Back		450.00											
Total Receipts	\$53,285.46	\$50,127.21	\$62,434.49	\$14,011.30	\$56,655.80	\$48,735.55	\$52,712.46	\$51,734.93	\$139,242.72	\$6,458.67	\$122,787.20	\$88,696.32	\$73,382.91
Available Cash	\$352,891.84	\$343,382.23	\$359,023.61	\$323,699.55	\$333,741.90	\$328,806.38	\$329,431.77	\$325,311.10	\$458,223.96	\$333,870.13	\$384,402.30	\$399,067.26	\$402,030.67
Use of Funds													
Salaries	36,866.00	29,060.27	29,949.67	29,760.34	29,586.90	29,740.24	35,221.53	0.00	81,074.26	44,973.88	45,466.69	45,405.04	45,262.88
Personnel Benefits	11,172.42	10,131.98	9,636.62	9,222.71	9,352.47	9,300.73	10,986.22	0.00	24,277.94	14,088.09	14,178.90	14,170.51	14,059.39
Supplies	1,339.02	135.71	407.12	326.61	5,320.40	3,692.28	355.20	868.82	69.25	1,221.96	883.44	2,089.04	1,253.70
Other Services	10,259.38	7,465.15	9,341.95	7,303.79	9,411.30	9,353.82	9,292.65	5,461.04	27,391.05	11,971.10	13,502.33	8,754.91	21,988.55
Capital Outlay													
Debt Service - Interest													
Total Cash Out	59,636.82	46,793.11	49,335.36	46,613.45	53,671.07	52,087.07	55,855.60	6,329.86	132,812.50	72,255.03	74,031.36	70,419.50	82,564.52
Net Cash Flow	\$293,255.02	\$296,589.12	\$309,688.25	\$277,086.10	\$280,070.83	\$276,719.31	\$273,576.17	\$318,981.24	\$325,411.46	\$261,615.10	\$310,370.94	\$328,647.76	\$319,466.15

9



Organizational Chart
July 1, 2015



**Yakima Valley Homeless Housing Steering Committee
Sector Coverage and Recruitment List**

Sector Representation	Organization	County Grant Recipient	HUD CoC Grant Recipient	Current Homeless Network Status	Recommended Representative Name	Comments
Community Action Agency, Employment & training, Homeowner Rehabilitation, Community Health Agency Domestic Violence Shelter, Transitional Housing Substance Abuse Treatment, Affordable Housing Provider	Northwest Community Action Center/ Yakima Valley Farm Workers Clinic	Yes	No	Chair	Janice Gonzales	
	YWCA of Yakima	Yes	Yes	Exec Member	Erin Black	
	Triumph Treatment Services	Yes	No	Exec Member	Beth Dannhardt	
Community Health Agency, Permanent Supportive Housing Provider	Yakima Neighborhood Health Services	Yes	Yes	Vice	Annette Rodriguez	Required Representation. Could also select a member from the Alpha Team such as Kelly Penfold
Homeless Consumer Representative	N/A	No	No	Exec Member	Tamara Wanner	
Housing Authority, Affordable Housing	Yakima Housing Authority	No	No	Exec Member	Lowel Krueger	
Employment & Training, Homeless Employment Navigator Program, Special Needs Transportation, 211	People for People	No	No	Exec Member	Madehyn Carlson	Larry Nelson is the current Network representative
Mental Health	Comprehensive Mental Health	No	No	Past Network Member	Ken Irwin	
Affordable Housing Development	ORFH or CCHS	No	No		Marty Miller	Nathan Poel would be good alternate
Funder	United Way of Central Washington or YVCF	No	No	Non-Active Network Member	Mark Todd	
Veteran's	Yakima County Veteran's Program	No	No	Network Member	David Brown	
Law Enforcement	Yakima County Sheriff, Selah PD, or Yakima PD	No	No		Brian Winters or John Durand	
Faith Community	Local Churches	No	No		?	Have church leaders self-select a representative
Parks	Yakima Greenway	No	No		Al Brown	
Landlord's Association	Yakima Valley Landlord's Association	No	No		Roger Wilson	Roger is the current president for the Association
K-12 Education	Educational Service District 105	No	No	Past Network Member	Sharon Allen	Sharon oversees the Prevention/intervention services which includes homeless youth
Yakama Nation	Yakama Nation Housing Authority	No	No	New Network Member	Deborah Whitefoot	
Legal Services	Northwest Justice Project	No	No	Non-Active Network Member	Elisabeth Tuttsch or Kathy Tierney	
Local Government	Upper Valley YVCOG General Member	No	No		?	To be determined by YVCOG Exec Committee
Local Government	Mid-Valley YVCOG General Member	No	No		?	To be determined by YVCOG Exec Committee
Local Government	Upper-Valley YVCOG General Member	No	No		?	To be determined by YVCOG Exec Committee
Total steering committee members based on sectors: 21						

Yakima Valley Conference of Governments Telecommute Policy

This document establishes the guidelines by which employees of Yakima Valley Conference of Governments (YVCOG) may telecommute. These policies and procedures are designed to ensure a viable work arrangement in cases where individual, job and manager characteristics are aligned with each other and YVCOG's business needs to support creating such an arrangement. Telecommuting is a voluntary work alternative that may be appropriate for some employees and some jobs. It is not an entitlement, it is not an YVCOG-wide benefit, and in no way changes the terms and conditions of employment with YVCOG.

Telecommuting is a way that YVCOG can be more environmentally responsible, improve our employee's productivity, keep productive employees, and attract high quality employees. A goal of YVCOG CMAQ/CTR Program is to "reduce traffic congestion, fuel consumption, and air pollution."

A. Benefits of Telecommuting

Employer:

- Increase productivity
- Reduce PTO
- Greater ability to attract and keep valued employees
- Better worker morale and satisfaction
- Reduce overhead
- Ability to better serve specialized labor pools (disabled)

Employee & Community:

- Reduce traffic congestion
- Reduced fuel consumption
- Reduced air pollution
- Reduced noise pollution

DEFINITION

Telecommuter: A person who regularly works at home or other approved off-site location one to two days a week (or more).

POLICIES

Responsibilities. The Executive Director has primary responsibility for the determination if an individual, job and manager has the characteristics suited to such an arrangement. The Executive Director may delegate telecommuting assessment responsibilities as appropriate.

ELIGIBILITY

1. An employee's work must be of a nature that face-to-face interaction with internal or external customers or project workgroups is minimal and the employee's tasks can be performed successfully away from the office.
2. The need for specialized material or equipment in order to telecommute should be minimal. Employees interested in telecommuting must already have a safe and ergonomic home office environment and the primary materials and equipment needed at their home in order to telecommute.
3. Characteristics of the employee will include a demonstrated conscientiousness about work time and productivity, self-motivation and ability to work well alone.
4. The employee communicates effectively with supervisors, co-workers, support staff and clients.

5. The employee operates computer or other equipment independently, to the degree that will be required to work from their home.

Duration. Telecommute schedules will be reviewed and assessed regularly to determine necessary changes. Initial telecommute arrangements will begin with a three-month trial period. At the expiration of a telecommute agreement, the employee would have the option to request renewal of the arrangement by filling out another telecommuting application. This process allows immediate supervisors and employees to evaluate and adjust telecommuting arrangements to meet their workload. If the trial basis is successful, telecommute arrangements will be for one year and reviewed annually for continuation.

Work Schedule. The employee and manager will agree on the number of days of telecommuting allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication (See Exhibit B). Telecommuting employees will be required to record all hours worked in a manner designated by YVCOG.

Telecommuting Expectations:

1. Immediate supervisors should consult with information and technology representatives in advance if an employee requires remote access or technology support in order to telecommute. Secure internet connections are a workplace expectation.
2. Should a conflict arise between two or more employees concerning a telecommuting arrangement, the employee's immediate supervisor shall have final authority to resolve the matter.
3. Employees may, at the discretion of their immediate supervisor, be called to work at their centrally located worksite on their regular telecommuting workday during their regular work hours to meet workload requirements.
4. If an employee is telecommuting and during the workday they come in to their centrally located worksite, the time traveling from the employee's home to the centrally located worksite must be treated as "job site" to "job site" travel, and the employee's travel time must be counted as hours worked and compensated accordingly. Whenever possible, when telecommuting employees are requested to report to their centrally located worksite, they should be so notified by the end of the work day prior to the day they are requested to report to the central worksite. In such cases, travel time between home and the central worksite is treated as regular commuting time and is not counted as hours worked and compensated.
5. The duties, obligations and responsibilities of an employee who telecommutes are the same as employees at the centrally located worksite.
6. A set procedure and schedule for regular communication between a telecommuting employee, staff and customers must be identified in the telecommute agreement. Fair Labor Standards Act (FLSA)-exempt employees must indicate the hours they will be available to be reached by staff and customers. For non-exempt employees, the telecommute agreement must indicate the hours the employee will be on work status as well as be available to be reached by staff and customers. Supervisors may also outline specific job assignments and expectations of the telecommuting employee. Work schedule variations are subject to supervisor approval.
7. For non-exempt employees covered by the provisions of the Fair Labor Standards Act, any hours beyond their normal work schedule must be authorized in advance by the employee's supervisor.

8. Procedures for sick leave, vacation, and any other leave must be arranged in the same manner with the employee's immediate supervisor as employees at the centrally located worksite.
9. Telecommuting employees shall not hold business meetings with internal or external clients, customers or colleagues at their residence.
10. Employees shall not conduct any unauthorized external (non-YVCOG) work during their telecommuting work schedule.
11. Telecommuting shall not be used as a substitute for dependent or child care. Employees who telecommute are expected to make dependent and child care arrangements during the period they will be working at home.

Telecommute Injury and Emergency Medical Needs. The employee will be covered by worker's compensation for all job related injuries occurring at home during the telecommuter's defined work period. Worker's compensation will NOT apply to non-job related injuries that might occur in the home. The employee is responsible for maintaining a safe and ergonomic working environment, including the work area, bathroom, and other areas that may be necessary for working during the telecommuting arrangement.

In the event of an injury that occurs during the hours of work, the employee will immediately contact their manager and document the incident. If the manager is not available, the employee will contact the Executive Director. In the event of a medical emergency or injury requiring medical transport to a clinic or hospital, the employee will make arrangements in advance to ensure that a spouse, family member or friend contacts the employee's immediate manager or the Executive Director if the manager cannot be reached. The employee is liable for any injuries sustained by visitors to his or worksite. The employee must allow home office inspections conducted by the YVCOG if a job-related incident, accident or injury has occurred.

Telecommute Work Environment: The employee is responsible for establishing and maintaining an adequate work space within his or her home for work purposes. YVCOG will not be responsible for costs associated with initial setup of the employee's home office.

After the employee has established an appropriate work-site, a designated representative of YVCOG will visit the employee's home worksite to inspect for possible work hazards and suggest modifications. Repeat inspections will occur on an as-needed basis.

EQUIPMENT: YVCOG will determine, with information supplied by the employee and the manager, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each telecommuting arrangement on a case-by-case basis. Equipment supplied by YVCOG will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by YVCOG, will be maintained by the employee. YVCOG accepts no responsibility for damage or repairs to employee-owned equipment. YVCOG reserves the right to make determinations as to appropriate equipment, subject to change at any time. The telecommuter will sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment all YVCOG property will be returned to the company.

Information Security: Consistent with YVCOG's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. All documents are to be maintained according the Washington State Record Retention laws.

PROCEDURES

1. Review this policy completely
2. Complete Self-Assessment (Exhibit A)
3. Meet with your supervisor to discuss suitability; you, the position, and business needs of YVCOG
4. If your supervisor agrees, request Executive Director approval to prep a telecommute contract
5. Prepare a draft contract (Exhibit B) and attach a copy of your PDQ
6. Submit draft contract to supervisor for their comments and revisions
7. Revise contract, sign and submit to Executive Director for review and approval

Telecommute Requests, Approval and Setup

Requests: An employee or manager will request in writing to the Executive Director the request to telecommute. The request must include a copy of the employee's Position Description Questionnaire (PDQ) outlining their specific tasks and the suitability assessment. (See Exhibit A)

If the employee and their alternate worksite meet all requirements listed above, and if the Executive Director concurs, a draft telecommute agreement will be prepared and signed by all parties, and a three-month trial period will commence.

Supervisor Requirements During and Following Three-month Trial Period: Evaluation of telecommuter performance during the trial period will include at the minimum, weekly interaction by phone and email between the employee and supervisor. Discussions will include work progress and problems. At the conclusion of the trial period, the employee and manager will evaluate the arrangement and make recommendations for continuance or modifications. Evaluations for telecommuter performance beyond the trial period will be consistent with evaluations received by employees working at the office in both content and frequency but will focus on work output and completion of objectives.

DOCUMENTATION AND TIMESHEETS

Due to the nature of YVCOG business, documentation and timesheets of work being performed and the amount of time spent on tasks is required by all employees. Telecommuting employees will be required to maintain accurate documentation and timesheets.

DISCONTINUING TELECOMMUTE AGREEMENT

The availability of telecommuting as a flexible work arrangement for employees of YVCOG can be discontinued at any time at the discretion of the telecommuter or the Executive Director. Every effort will be made to provide 30 days' notice of such a change to accommodate commuting and other problems that may arise from such a change. There may be instances, however, when no notice is possible.

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS
TELECOMMUTE SELF & SUPERVISOR ASSESSMENT

Employee Name _____ Date _____ Job Title _____

Core Responsibilities _____

PDQ Attached Choose One If no, why _____

How many hours per week does employee work? _____

Has employee worked from home previously? Choose One If yes, when _____

(Employee) Rate your job performance in the following areas

	Excellent	Very Good	Good	Meets Minimum Requirements	Needs Improvement
Productivity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interpersonal Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to work independently	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Customer Service orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

(Supervisor) Rate employee's job performance in the following areas

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Employee does not require close monitoring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee has good interpersonal skills and is able to communicate and interact with people in a professional manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee is highly self-motivated and is able to set priorities to meet deadlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee communicates very well with staff and other people necessary to perform job duties Employee is dependable to meet deadlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee's job description to	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

work independently fits very well with telecommuting					
Employee has strong customer service orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

(Employee) How often does your job currently require access to resources that are available only at the agency office?

	At least once a day	2-4 times a week	Once a week	Once a month	Less than once a month
Central Paper files	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Computers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electronic Databases	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Software	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other office equipment or supplies (copier, scanner, fax, 10-key)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Your need of Professional Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Your need of Support Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Staff's need of you	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Support Staff's need of you	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

(Supervisor) How often does the employee's job currently require access to resources that are available only at the agency office?

	At least once a day	2-4 times a week	Once a week	Once a month	Less than once a month
Central Paper files	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Computers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electronic Databases	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Software	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other office equipment or supplies (copier, scanner, fax, 10-key)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Support Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Staff's need of you	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Support Staff's need of you	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

Executive Director Approval Yes No

Executive Director Signature _____ Date _____

Telecommute Agreement

Please read the following items and then confirm with your initials. Then complete the form and sign it in the space provided.

- I have read and understand *Yakima Valley Conference of Governments (YVCOG)* Telecommute Policy and agree to the duties, obligations, responsibilities, and conditions for telecommuters described in that document.
- I understand that telecommuting is a privilege, not a universal benefit or employee right.
- I understand that telecommuting is voluntary and that I may stop telecommuting at any time.
- I understand that YVCOG also has the right to discontinue the telecommuting arrangement at any time.
- I understand that when I am telecommuting I must comply with all organizational rules, policies, and procedures.
- I agree to adjust my regular telecommute day(s) to accommodate the business requirements for my presence in the office.
- I understand that my compensation, benefits, and work responsibilities will not change due to participation in the telecommute program.
- I understand that the amount of time I am expected to work per day or pay period will not change as a result of participation in the telecommuting program.
- I understand that if I am eligible for overtime pay, I must get advance approval from my supervisor to work over 40 hours per week while telecommuting.
- I understand that while telecommuting, it is my responsibility to:
 - Maintain a safe work environment;
 - Protect any company equipment I have; and
 - Safeguard confidential work-related information.
- I understand that I will not care for dependents and will not perform personal business during work hours while telecommuting.
- I understand that I will not hold business visits and in-person meetings with business customers or co-workers at my home work site.

Complete the following form and sign in the space provided.

1. The employee agrees to work at the following location: _____

2. The employee will telecommute ___ days per week, or as needed.

Scheduled telecommute days:

___ Mon ___ Tues ___ Wed ___ Thur ___ Fri

3. The employee's work schedule will be as follows:

Telecommute start time: _____ Finish time: _____

Total telecommute hours per day: _____

4. The employee's responsibilities on telecommute days will be as follows:

5. The following company equipment will be used by the employee while telecommuting:

6. The phone number the telecommuter can be reached

7. Additional conditions agreed upon by the telecommuter and supervisor are as follows:

Telecommuter's printed name

Telecommuter's signature

Date

Executive Director signature

Date

**PROFESSIONAL SERVICES AGREEMENT
FACE SHEET**

CONTRACTOR IS A <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> VENDOR		CONTRACT NUMBER: PSA COG 15-16
1. NAME/ADDRESS: Larry Mattson, Executive Director Yakima Valley Conference of Governments 311 North 4th Street, Suite 204 Yakima, WA 98901	2. ORIGINAL CONTRACT AMOUNT: <p align="center">\$895,400</p>	5. PREVIOUS CONTRACT AMOUNT:
	3. CASH MATCH REQUIREMENT: <p align="center">\$0</p>	6. MODIFICATION AMOUNT:
	4. TOTAL CONTRACT AMOUNT: <p align="center">\$895,400</p>	7. NEW TOTAL CONTRACT AMOUNT:
8. CONTACT INFO: Christina Wickenhagen, Deputy Director (509) 759-7986 Phone wickenhagen@yvcog.org	9. COUNTY PROGRAM CONTACT INFO: Yakima County Financial Services Craig Warner, Director 128 North 2nd Street, Room 231 Yakima, WA 98901 (509) 574-1313 Craig.Warner@co.yakima.wa.us	10. COUNTY FISCAL CONTACT INFO: Yakima County Financial Services Patricia Waterhouse, Accountant 128 North 2nd Street, Room 231 Yakima, WA 98901 (509) 574-1369 Patricia.Waterhouse@co.yakima.wa.us
11. CONTRACT START DATE: <p align="center">July 1, 2015</p>	12. CONTRACT END DATE: <p align="center">December 31, 2016</p>	
13. FUNDING AUTHORITY: Local Dollars (2163 Funds), CHG, HEN		
14. CFDA NUMBER(S): <p align="center">N/A</p>	15. CFDA TITLE(S): <p align="center">N/A</p>	
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.		
YAKIMA VALLEY CONFERENCE OF GOVERNMENTS		BOARD OF YAKIMA COUNTY COMMISSIONERS
_____ James A. Restucci, Chair		_____ J. Rand Elliott, Chairman
_____ Lauris C. Mattson, Executive Director		_____ Michael D. Leita, Commissioner
_____ Date		_____ Kevin J. Bouchey, Commissioner <i>Constituting the Board of County Commissioners for Yakima County, Washington</i> Attest:
_____ Attest:		_____ Tiera L. Girard, Clerk of the Board Approved as to form:
_____ Secretary		_____ Deputy Prosecuting Attorney WSBA#

GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
 - A. “Contract” means this County and the Contractor Contract on General Terms and Conditions and any Exhibits and other documents attached or incorporated by reference.
 - B. “Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - C. “Director” means the Director of the Yakima County Financial Services Department.
 - D. “General Terms and Conditions” means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
 - E. “Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - F. “Principals,” which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
 - G. “RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - H. “Subcontract” means a separate contract between the Contractor and an individual or entity (“Subrecipient”) to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
 - I. “WAC” means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
4. **Billing Limitations:** Contractor shall maintain a written record of expenses and submit monthly invoices detailing expenses for reimbursement. The County shall pay the Contractor within 45 days after receiving an invoice and proper supporting documentation. All billings must be received no later than 60 days after the close of the contract to be considered for payment or as required by the funding agency, or funding source, whichever is shorter.
The decision to approve or deny payment of claims for services submitted after more than 60 days shall rest solely with the Financial Services Director and the Director's decision shall be final and not capable of right to appeal.
5. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
6. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
7. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, and its Principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, and its Principals. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
8. **Disputes:** A Dispute Board shall determine Disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members

appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.

9. **Documentation for Reimbursement Requests:** At the Contractor's first request for reimbursement, Yakima County Financial Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract.
10. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
11. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
12. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

13. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with

this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

14. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
15. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
16. **Insurance:**
 - A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
 - B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to

such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

17. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
 - A. Document performance of all acts required by law, regulation, or this Contract;
 - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
 - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

18. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.) In the event the Contractor violates this provision, the County may terminate this Contract immediately and bar the Contractor from performing any services for the County in the future.

19. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - A. Applicable federal and State of Washington statutes and regulations;
 - B. Special Terms and Conditions of this Contract;
 - C. This Contract.

20. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

21. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
22. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
23. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Financial Services Department or his assigns or unless otherwise specified in this Contract. If the County and the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.
24. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
25. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
26. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 25 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.

27. **Termination:**
- A. Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on Page 1.
 - B. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may terminate this Agreement immediately upon written notice sent by certified mail to the Contractor, and the County may pursue such remedies as are legally available.
 - C. If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.
28. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.
29. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
30. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
31. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed as follows:

Contractor: Larry Mattson, Executive Director
Yakima Valley Conference of Governments
311 North 4th Street, Suite 204
Yakima, WA 98901

County: Craig Warner, Director
Yakima County Financial Services Department
128 N 2nd Street, Room 231
Yakima, WA 98901-2639

SCOPE OF WORK

PURPOSE:

WHEREAS, Yakima Valley Conference of Governments is a regional agency organized under RCW 36.70.060 and 36.64.080 through 36.64.110 to serve the Cities of Yakima, Sunnyside, Toppenish, Grandview, Wapato, Granger, Harrah, Mabton, Moxee, Naches, Selah, Tieton, Union Gap, Zillah, the County of Yakima and the Tribal Council of the Confederated Bands and Tribes of the Yakama Indian Nation; and

WHEREAS, Yakima County desires to enter into agreement for technical services to manage and implement the County’s Five Year Homeless Housing Plan and coordinate the Homeless Housing and Assistance Act and HUD Continuum of Care programs within Yakima County; and

WHEREAS, the Conference possesses the technical staff with the necessary expertise to provide the required services;

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act, 39.34 RCW, and in consideration of the terms, conditions, covenants and performances contained herein, the parties do mutually agree as follows:

1. **Scope of Services:** Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the County and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS RESPONSIBILITIES:

Facilitate the administration of Yakima County’s Homeless Housing and Assistance Act within Yakima County passed 2005 and amended 2014 (RCW 43.185C).

- I. Provide organizational management of the Homeless Housing and Assistance Act of Yakima County.
- II. Support County-wide efforts to meet performance benchmarks established by the U.S. Department of Housing and Urban Development (HUD), Washington State Department of Commerce (Commerce), Homeless Housing and Assistance Act of Yakima County and other funding partners.
- III. Ensure the needs of YVCOG member jurisdictions receive top priority, making regular, coordinated outreach efforts to determine needs.

- IV. Manage the Homeless Management Information System (HMIS) and Coordinated Intake and Assessment through data collection, data management, and reporting mechanisms for the purpose of homeless system analysis in compliance with HUD and Commerce standards, and to determine progress and barriers in meeting performance benchmarks.
- V. Conduct annual 'Point in Time' Count and report data to the YVCOG membership, HUD, Commerce, service providers and the community.
- VI. Develop management and ad hoc reports from HMIS and PIT data to evaluate the performance of the Homeless Housing and Assistance Act of Yakima County and Continuum of Care, making this information available to Yakima County and its sub-grantee's. Inform YVCOG membership of any potential or actual performance issues regarding homeless projects, programs or contractors.
- VII. Comply with HUD and Commerce initiatives to reduce homelessness.
- VIII. Update YVCOG membership regarding new or proposed legislation, regulations, or funding streams that may impact the operation of local homeless programs.
- IX. Represent the interests of YVCOG's member jurisdictions in state or other organizations which are critical to developing and implementing a regional Five Year Homeless Housing Plan.
- X. Manage grant and contractor compliance, monitoring and program performance evaluation and implement new grant guidance as required by funders.
- XI. Assist YVCOG's members in the solicitation and procurement of services and preparation and monitoring of third-Party contracts to perform the work associated with implementation of the Ten Year Plan.
- XII. Meet at regular intervals with YVCOG Member's staff to report on progress and share issues and ideas associated with improving program delivery.
- XIII. Submit for approval an annual work program and budget to the YVCOG Membership Councils.
- XIV. If requested by the County, provide assistance with the Washington State Quality Assessment program.

YAKIMA COUNTY RESPONSIBILITIES

- I. Provide funding necessary to support the management, administration and planning activities necessary to sustain the work to be performed by YVCOG.
- II. Report monthly program and project expenditures and revenue and notify YVCOG of any concerns regarding anticipated changes to funding sources and amounts.
- III. Integrate HMIS data and management reports from YVCOG with vendor payment requests and work with YVCOG to resolve any performance concerns in a timely manner.
- IV. If necessary, meet with the YVCOG Executive Director and/or his/her designee(s) to report on progress and share issues and ideas associated with improving program delivery.
- V. Approve the annual work plan and budget submitted by the YVCOG Executive Committee.

2. Work Tasks

- Coordinate activities necessary to implement the annual Point-in-Time Count, as mandated by state and federal funders.
- Conduct contract compliance, monitoring and program performance evaluation.
- Manage County's HUD Continuum of Care (Homeless Network) coordinating body and Emergency Food and Shelter (EFSP) Local Board Program.
- Coordinate a work group to establish a Project Homeless Connect event and other outreach activities during and after the annual Point-in-Time Count.
- Act as the "Collaborative Applicant" for the County's HUD Continuum of Care system by reviewing and prioritizing projects and writing and submitting the Annual CoC funding application.
- Manage grant compliance activities and implement new grant guidance as required by funders.
- Identify and build relationships and support through community mobilization efforts with key stakeholder groups.
- Implement capacity building efforts with current and future homeless service providers to increase efficiency and effectiveness of program delivery and

outcomes.

- Participate in State Trainings and workshops to improve data quality.
- Documents and support services, which are necessary to administer the program. Some products may include but are not limited to: calendar year budget, annual Title VI report, agendas, notices and other meeting materials, monthly newsletter, mailing/emailing distributions lists, web page management, monthly billings and accounting services, annual indirect cost plan, preparation of contracts and work agreements, administrative documentation and records management, staff training.
- Provide general oversight and management of the HMIS program and implement and maintain a countywide Coordinated Intake and Assessment System.
- Coordinate ongoing training and support for current and future users of the Homeless Management Information System (HMIS) that includes all appropriate housing and service providers. Provide general oversight and management of the HMIS program.
- Analyze aggregated data from the Point-in-Time Count and the HMIS system to determine program performance; to develop and recommend program improvements, and to update the Ten Year Plan, as needed.
- Collect, maintain and share information with Network members regarding evidence- based best practices for key functions of the homeless services system, such as housing, employment, health, prevention, chronic homelessness, etc.
- Facilitate trainings in best practices to assist in optimizing performance and outcomes from project implementation.
- Facilitate "Project Homeless Connect" or similar outreach event in concert with the annual Point-in-Time Count.
- Assist Yakima County in performing management and ad hoc reports generated through the HMIS system, and assist with interpreting the results for Yakima County and stakeholders.

3. **Deliverables**

- Complete and report to funders and the community annual Point-in-Time Count following HUD and Washington Department of Commerce protocols.
- Work with HMIS users to assist participating agencies in achieving the best data quality possible.

- Complete and report annual Housing Inventory Count (HIC) in compliance with Commerce/HUD requirements.
- Complete Annual Homeless Network Community Report detailing Point-in-Time Count results, Housing Inventory, Financial Expenditures, and other informational elements.
- Develop and manage Yakima County's 5-Year Homeless plan for their adoption.

EXHIBIT C

YAKIMA COUNTY HOMELESS PROGRAM

Yakima Valley Conference of Governments

BUDGET

	2015	2016
Program Organizational Management Salaries & Benefits	\$173,000	\$354,500
Direct & Indirect Costs	\$122,400	\$245,500
	TOTAL**	\$895,400

See Scope of Work for detailed description of duties.

Funding is allowed to transition between years (2015 and 2016) and between budgeted line items above as long as the following Administrative and Program cost limitations are followed and the total of the contract is not exceeded.

Administrative Costs

Due to the limited funding available for Administrative costs within the Homeless Program funding sources, the total claim for administrative cost reimbursement cannot exceed 15% of the actual program expenses paid. If the total contract is expended, Administrative costs cannot exceed \$116,791. If the contract is not fully expended, administrative cost reimbursement cannot exceed 15% of the actual program expenses paid. Administrative costs are defined as general administrative and other general expenses such as the Director's Office, accounting, personnel and all other types of expenses that cannot be categorized as program costs.

Program Costs

Program costs are defined as those direct costs that can be specifically identified with operating the Homeless program. To be able to fund this agreement, multiple funding sources will be used. It is imperative that all reimbursement requests include supporting documentation which identifies which funding source should pay for the cost.

Costs need to be designated as Program or Administrative. Documentation must include copies of employee timesheets that identify the time and effort associated specifically with the specific program, as well as invoices supporting other non-payroll related costs. Any cost that does not meet the definition of Program cost, will be reimbursed as an Administrative cost up to the maximum available listed above.

Invoicing Provisions

- A. Monthly invoices and documentation must be submitted as follows:
- Original invoice via delivery: A signed original hard copy of the invoice must be submitted to the Yakima County Financial Services Department. The signed original invoice must be received no later than the 15th of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Financial Services
128 N. 2nd Street, Room 231
Yakima, WA 98901-2639

- B. Under "General Terms and Conditions," documentation of Insurance as reflected section 16. must accompany the first invoice before payment will be made.
- C. All late invoices will not be paid until the following month on the next available warrant issue.
- D. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- E. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
- F. All program or billing related questions must be submitted to your agency's designated fiscal contact directly at the Yakima County Financial Services Department.