



## YVCOG EXECUTIVE COMMITTEE AGENDA

Monday, July 18, 2016  
1:30 p.m.

The 300 Building  
311 N. 4<sup>th</sup> St, Ste 204, Yakima, WA

### YVCOG EXECUTIVE COMMITTEE MEMBERS:

Jim Restucci, Chair, Mayor, City of Sunnyside,  
John Hodkinson, Vice-Chair, Member-at-Large  
Mike Leita, Commissioner, Yakima County  
Maureen Adkison, Council Member, City of Yakima  
Dan Olson, Council Member, City of Union Gap  
Janice Gonzales, Council Member, City of Zillah  
Mario Martinez, Mayor, City of Mabton

- ❖ **CALL TO ORDER** – The July 18, 2016 meeting of the YVCOG Executive Committee will come to order at \_\_\_\_\_ p.m.
- ❖ **INTRODUCTIONS / ROLL CALL**
- ❖ **APPROVAL OF MINUTES** – *June 20, 2016*
- ❖ **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. Urban Institute Pay for Success Feasibility Study  
*Larry Mattson, Executive Director*
  - Memo
  - Findings & next steps from June 7-8 site visit
  - Partnership Agreement*Action: Information & Discussion*

### NEW BUSINESS

1. Executive Director's Report  
*Larry Mattson, Executive Director*
  - Yakima Student Stability Program MOA w/Yakima School District
  - 2016-2018 YVCOG Strategic Plan: Preview in July; Review and adoption in August/September*Action: Information & Discussion*
2. Contracts  
*Larry Mattson, Executive Director*
  - PSA Generating - Hope Noah's Ark emergency request for \$20,000 for in Wapato
    - Email from Rick Needham, Chief, Wapato PD

*Action: Discussion and approval for chair to sign when initiated by Noah's Ark.*

- Subrecipient Agreement CFDA 14.228 - Union Gap  
*Action: Discussion and approval for chair to sign*

#### Anticipated Contracts

*Larry Mattson, Executive Director*

- Subrecipient Agreement CFDA 14.228 – City of Wapato
- City of Yakima – Sanitary Facilities  
*Action: Information & Discussion*

#### 3. 2013 – 2015 State Audit

*Chris Wickenhagen, Deputy Director*

*Action: Information*

#### 4. Approval of Vouchers

*Chris Wickenhagen, Deputy Director*

*Action: Review, approval and authorization of signatures*

#### 5. Program Update

*Shawn Conrad, Senior Planner*

*Action: Information*

#### 6. Program Update

*Joseph Calhoun, Senior Planner*

*Action: Information*

#### 7. Executive Session

*Larry Mattson, Executive Director*

*Action: "The YVCOG Executive Committee will adjourn to executive session for the purpose of reviewing the Performance of a public employee, per RCW 42.30.110(1)(g). The executive session will conclude at approximately \_\_ p.m."*

#### 8. Monthly Budget Report

*Chris Wickenhagen, Deputy Director*

- June 2016 Budget Report.  
*Action: Approval*
- June 2016 Cash Flow Statement.  
*Action: Information*

#### 9. 2017 YVCOG Budget Process

*Larry Mattson, Executive Director*

- Appoint 2017 Budget Subcommittee
- Adopt 2017 Budget Schedule  
*Action: Discussion and approval for the Budget Schedule*

10. Homeless Program Update

*Tim Sullivan, Program Manager, and Avery Zoglman, Programs Coordinator*

- 5-Year Plan Status Update
- Department of Commerce Audit
- HUD CoC process
- PHC RFP

*Action: Information*

*Larry Mattson, Executive Director*

- YNHS Hygiene Center funding request and Yakima City Council pre-approval requirement

*Action: Information, discussion, and affirm or modify June's stipulation*

*Larry Mattson, Executive Director & Chris Wickenhagen, Deputy Director*

- YNHS Rapid Rehousing Vouchers Request: Update on funding scenarios
- Ancillary effects on current & proposed contracts
- Request \$155,000 from local filing fees to cover all previous and the new HURAY ESG Contracts

*Action: Discussion and approval.*

11. September 21, 2016 YVCOG General Membership Meeting

*Larry Mattson, Executive Director*

- Location: Sunnyside, WA
  - Program & Business Items: Update from Area Legislators

*Action: Information*

**OTHER BUSINESS  
PUBLIC COMMENT  
ADJOURN**

*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  
June 20, 2016

CALL TO ORDER

Mr. Hodkinson, Vice Chairman, called the June 20, 2016 meeting of the YVCOG Executive Committee to order at 2:00pm

ROLL CALL &  
INTRODUCTIONS

Members present John Hodkinson, Mike Leita, Dan Olson, and Janice Gonzales

Call in: Jim Restucci

Members Absent: Mario Martinez, Maureen Adkison

YVCOG staff present: Larry Mattson, Chris Wickenhagen, Shawn Conrad, Avery Zogelman, Tim Sullivan, and Jessica Hansen

Others present: Raquel Crowley, Senator Murray's Office; Lowell Krueger, Yakima Housing Authority.

A quorum was present.

*\*Indicates notice of absence received prior to meeting.*

APPROVAL OF MINUTES

Mr. Olson moved to approve the minutes from the May 16, 2016 minutes Mr. Leita seconded. The motion carried.

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.

OLD BUSINESS

Urban Institute Pay for Success Feasibility Study – Mr. Mattson reported that several people with the Urban Institute Team met June 7<sup>th</sup> and 8<sup>th</sup>. YVCOG and the Urban Institute had two meetings with local governments and the County Commissioners. The discussion in both meetings was the willingness to play a role as the end payer. There are still a lot of questions from the county and the cities so YVCOG will continue to look further into the process during the feasibility study.

Mr. Mattson asked the board to sign the partnership agreement with the Urban Institute. Mr. Leita moved and Ms. Gonzales seconded to allow Mr. Mattson to sign the Urban Institute feasibility contract subject to it being reviewed at by legal. Motion Carried.

NEW BUSINESS

*Correspondence*

RCDI (Rural Communities Development Initiative) grant update. Mr. Mattson reported that Ms. Conrad has been working with six different cities (Sunnyside, Grandview, Wapato, Mabton, Granger, and Naches) to gauge their interest in the RCDI grant. However, there may be some complications since USDA has more of an emphasis on training of people throughout those towns rather than provide a service for those cities to utilize.

Mr. Mattson reported on a Public Disclosure Request that was received from Northwest Justice Project to Yakima County regarding the homeless program. The County then reached out the YVCOG to see if there were any additional gaps that we needed to fill. The PDR was fulfilled and nothing further resulted.

State Auditor's Office: Accountability audit update. Mr. Mattson reported that the Accountability audit went really well. The exit audit will be sometime next for anyone who would like to attend.

May 27th Herald story: 'Run-down Rural Jails are Outliving Their Time' – Role for YVCOG? Mr. Mattson wondered if this would be a good option for YVCOG. After a short discussion it was determined that it wasn't an applicable program for COG to offer.

YVCOG hiring a Grant Accountant. This position was included in the budget.

Mr. Mattson reported that he will have a strategic plan draft to Executive Committee prior to the meeting in July.

There are two technical assistance amendments; one from Mabton and one from Wapato, both were for \$5,000 each. There was a PSA submitted by Tieton for \$23,000.

Mr. Leita moved to approve the two technical assistant amendments and the one professional service agreement. Ms. Gonzales seconded. Motion Carried.

Mr. Mattson reported his intention to reclassify employee Joseph Calhoun from planner to senior planner. This was budgeted for 2016.

#### *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 JUN-16-001 through JUN-16-006 in the total amount of \$89,075.00, and claim vouchers numbered JUN-16-007 through JUN-16-041 in the total amount of \$34,352.21. Mr. Olson moved to approve the JUNE Vouchers;\* Ms. Gonzales seconded this motion. Motion carried.

#### *Monthly Budget Report*

Ms. Wickenhagen presented the May 2016 Monthly Budget Report\* showing a revenue balance of \$61,977.36. Mr. Olson moved to approve the monthly budget report. Mrs. Leita seconded. Motion carried.

#### *Homeless Program Update*

Mr. Sullivan reported that the Point in Time data has been released to the media. There was also a Point in Time stakeholder's report that went out for all agencies.

Mr. Sullivan presented a visual of his whiteboard to show his timeline for the homeless programs 5 year plan. After the strategic meeting with the Homeless Planning and Policy Council there was enough information available to have staff start drafting the actual plan. Planning is underway. The timeline for getting the draft of the proposal is November 14<sup>th</sup>. The draft will be ready for the Executive Committee's review. If any changes are necessary, a second draft would then come back to the Executive Committee for final approval in December. The plan will be implemented January of 2017. Once the 5 year plan is in place, the homeless program would then start developing a comprehensive RFP process for all of the homeless programs funding sources.

Mr. Sullivan introduced Lowell Krueger, Chair of the Homeless Planning and Policy Committee. Mr. Krueger stated that the HPPC had a special meeting last week to review five proposals. All of those proposals are being presented today to the Executive Committee except for one.

Mr. Mattson stated that YVCOG does not recommend approving these proposals.

The HPPC decided to consider each of these proposals separately.

The three (3) City of Yakima proposals are:

Hurray!

DOH Reimbursement

YNHS permanent hygiene center

Each of these were passed to be recommended to the Executive Committee for approval.

The HPPC had a separate discussion about Noah's Ark RFP, who would have to close if they do receive this additional grant funding. It was determined that there could potentially be a push of people traveling to Yakima for services which could affect the homeless services in Yakima.

Under a separate motion, Noah's ark RFP also passed to be recommended to the Executive Committee for approval.

It was also decided, that a policy and procedure needs to be put in place for providers to ask for additional funding. Mr. Mattson informed the Committee for his plan is to provide a standardized form for any future RFP projects. His plan will require providers to have their RFP project vetted by the City within its jurisdiction and loop back to the 5-year plan.

Commissioner Leita does not believe it is a good practice to immediately respond to the City of Yakima's request because it may not be a fair practice for all of the other cities nor a good practice on how to present to the Executive Committee. Commissioner Leita stated that Homelessness has been an issue in this area for decades and that just because this has now become an issue for the City of Yakima does not make it an emergency. Mr. Leita told Mr. Krueger (HPPC Chair) that no other "emergency RFPs" are to be presented to the Executive Committee. The lack of planning does not create an emergency for the board. Long term solutions, permanent solutions, and other solutions are what should be presented to the Executive Committee not emergency funding for lack of planning.

Mr. Leita moved that the YVCOG Executive Committee will no longer allocate any more emergency funding until such a time that emergency funding procedures are established. There will be no other considerations for emergency funding requests by the Executive Committee until procedures have been established. Ms. Gonzales seconded the motion. Motion Carried.

Ms. Gonzales moved to approve the City of Yakima's Health District reimbursement for \$20,000. Mr. Leita seconded. Motion Carried.

Mr. Leita moved to approve Noah's Ark (Wapato) RFP. It has been noted that Noah's Ark RFP should not have been submitted Emergency solutions for the City of Yakima. However, it was stated if the issue at Noah's Ark wasn't rectified that the homeless population in Yakima would grow. Ms. Gonzales seconded the motion. Motion Carried.

Mr. Leita moved to open up the competitive bid process for a 12 month program for \$307,000 of ESG funds that would be a more permanent housing solution. Ms. Gonzales seconded. Motion Carried.

Mr. Leita moved to approve the Homeless hygiene station at Roy's market for \$150,022 with the provision that the Yakima City Council endorses said proposal. Mr. Olson seconded. Motion Carried.

### *Program Update*

Mrs. Conrad offered the following updates:

- GMA updates – ongoing for Grandview, Selah, and Mabton. Anticipating GMA updates for Wapato, Union Gap, and Tieton
- RCDI Grant
- Homeless Program – COC grant

### *General Membership Meeting*

Mr. Mattson reported that the General Membership meeting will be held in Sunnyside, WA. The program will be legislative updates.

OTHER BUSINESS

PUBLIC COMMENT

None.

ADJOURN

With no other business, Mr. Hodkinson adjourned the meeting at 3:50p.m.

Respectfully submitted,

\_\_\_\_\_  
Jim Restucci, YVCOG Executive Committee Chair

\_\_\_\_\_  
Date signed

ATTEST:

\_\_\_\_\_  
Jessica Hansen, Executive Committee Secretary

**To:** Larry Mattson, Executive Director, Yakima Valley Conference of Governments

**From:** Rebecca TeKolste, Project Associate and Kim Walker, Training and Technical Assistance Manager, Urban Institute

**Date:** June 27, 2016

**Subject:** Results and Next Steps from the June Site Visit

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The Yakima Valley Conference of Governments (YVCOG) was selected by the Urban Institute (Urban) in January 2016 to be a recipient of training and technical assistance on the topic of pay for success (PFS). Urban, as part of its Pay for Success Initiative (PFSI), serves as a knowledge intermediary within the field.

In an effort to do some fact-finding by meeting with various community members and potential project partners, members of the Urban PFSI team visited the Yakima Valley from June 7 – 8, 2016. The additional objectives of this site visit were to assess the knowledge and interest of key stakeholders in PFS, to narrow down the number of potential PFS deal topic areas to explore, and to gain a clear sense of next steps for the project. All of the goals, except the narrowing down of potential topic areas, were achieved during this site visit. Each site visit objective is discussed in more detail below.

### **Meeting Community Members and Potential Partners**

Prior to the site visit, PFSI staff engaged dozens of stakeholders via email, phone, and a publicly advertised webinar held on May 3, 2016. During the site visit, we met with the following stakeholders from the public, private, philanthropic, and non-profit sectors:

- Tony Guzman, Mayor, City of Wapato
- Charles Wheaton, Mayor, City of Granger
- Lance Hoyt, City Manager, City of Toppenish
- Yakima Valley County Commissioners Mike Leita and Rand Elliott
- Mark Todd, Executive Director, United Way of Central Washington
- Linda Moore, President and CEO and Suzy Diaz, Director of Grants and Programs, Yakima Valley Community Foundation
- Ric Pilgrim, Assistant Superintendent, Educational Service District 105
- Jeff Cutter, Interim City Manager, City of Yakima
- Rhonda Hauff, Chief Operating Officer/Deputy CEO, Yakima Neighborhood Health Services
- Laura Armstrong, Executive Director, La Casa Hogar



- Madelyn Carlson, CEO, People for People
- Korbie Jorgenson, Housing Development Specialist, Office of Rural and Farmworker Housing.

## Assessing the Knowledge and Interest of Key Stakeholders

During interviews with stakeholders, we worked to get a sense of their general understanding of PFS and their interest in and willingness to participate in a PFS deal. From those conversations, we gleaned the information below.

- **There is some interest in exploring PFS.** None of the stakeholders we met with appeared to be opposed to a PFS project, and several had ideas about how such a project could be utilized to improve quality of life in the Yakima Valley.
- **There are several differing ideas on what the focus of a PFS project should be.** Several stakeholders that could be key participants in a deal had very different ideas on what an ideal project would be. Bringing parties to consensus around one specific deal topic area may take some time.
- **Many of the stakeholders we met with, especially non-profit service providers and philanthropic organizations, were familiar with elements of the PFS model.** Stakeholders who had participated in previous phone conversations and our PFS webinar seemed to have some comprehension of PFS. In contrast, several stakeholders, particularly some local government officials, needed significantly more information in order to understand the model. This lack of knowledge is to be expected at this point and is not a barrier to moving forward with the project.

We also identified some stakeholders that may have the means to be financial stakeholders in a future deal.

- **The Yakima County government could generate new resources to serve as an end payor for a PFS deal.** They made no firm commitments, but raised the possibility of paying back investors through a new tax.
- **Yakima Valley Community Foundation seems like a strong potential investor in a PFS deal.** YVCF has funded exploratory PFS work thus far and has a clear vision for how a deal might work in the Yakima Valley. Their considerable assets and previous investments in exploring the model make them a good candidate for being an investor.
- **Other potential end payors' ability and interest in paying is less clear.** We were unable to get a clear sense of the resources available and interest from the Lower

Valley cities and the City of Yakima in serving as end payors. However, we believe there is still adequate time to have those conversations at a later date.

### **Narrowing Down Potential Deal Topic Areas**

Some potential PFS deal topic ideas emerged through conversation before and during the site visit. A recurring theme among almost all of the stakeholders was that the Yakima Valley's persistent poverty seems to both be a cause and a symptom of the social service challenges the area faces.

Below we summarize the topics we heard about most often. Topic areas include problems as well as potential solutions that could be scaled up through PFS.

- *Housing*
  - *Homelessness* – The characteristics of homelessness are diverse across the Valley, ranging from seasonal encampments to doubling up.
  - *Affordable Housing* – The high rates of poverty in the Valley have made affordable housing options difficult to find in both large and small communities.
  
- *Early Childhood*
  - *Education/Preschool* – There are high numbers of at-risk students in schools in the Yakima Valley. For families who are low-income, have limited English proficiency, or who are at-risk for another reason, preschool has been shown to be one of the most cost-effective interventions for decreasing the achievement gap.
  - *Adverse Childhood Experience (ACE) detection and early intervention* - More than one stakeholder mentioned this program. Operated through the schools, the program is an in-home intervention program that targets the parents of elementary students who have risk factors that decrease success in school.
  
- *Crime and Justice*
  - *Parks and Recreation* - More than one stakeholder identified the need for increased recreational spaces for youth in the Lower Valley. Traditionally the more low-income, more at-risk region of the Valley, the Lower Valley has fewer services for youth. Some stakeholders believe that a regional approach to providing increased access to new public facilities,

programming, and spaces might reduce gang violence or other crime outcomes.

- *Gang Prevention* - There is a possibility that other interventions might be worth exploring to reduce gang-related and other crime. Many Valley cities spend up to 70% of their annual budget on law enforcement and criminal justice-related expenses.
- *Mental Health*
  - The existing Yakima County budget for mental health services is quite large, but it has largely been ineffective, according to some stakeholders. They believe that because the services are uncoordinated and participants have to fit into specific criteria for existing programs, participants have not had their mental health needs adequately addressed. There seems to be an overlap between participants in mental health services and people in need of either/both housing and justice services.

## Getting a Sense of Clear Next Steps

As a result of the site visit and based on our existing Scope of Work, Urban proposes the following next steps:

1. Urban will continue outreach to community stakeholders, especially those stakeholder groups who may not have been represented during the site visit or in previous conversations. Over the next 30 days Urban will work with YVCOG to identify who these stakeholders might be and schedule follow up conversations.
2. YVCOG will identify 2-4 topic areas listed in this memo that are worth further exploration or identify/modify the topics as needed.
3. YVCOG/localities will provide data on the target populations affected by the topic areas selected. Urban will provide guidance on what data will be necessary or useful.
4. Urban will identify costs that could be associated with these topic areas in current government budgets. At this point, Urban Institute will *not* assess potential cost savings but will identify where the population affected by each topic area might generate costs to government agencies.
5. Urban will identify popular interventions and social service programs in the topic areas and provide an overview of the existing evidence base for each.
6. Urban will identify local and state legislation and policy along with political and community context that may have implications for funding for any PFS project in the selected topic areas. This analysis will include identifying state and local

- legislation and policies that allow for PFS-type financing in any topic area as well as state and local support (financial or managerial) for any of the specified topic areas.
7. Urban Institute will write a draft memo (or combination of shorter memos) covering the above points by September 2016.

We look forward to our continued work with Yakima.

## Urban Institute's Pay for Success Initiative Training and Technical Assistance Partnership Agreement (TTAPA)

### A. Overview and Introduction

With support from the Laura and John Arnold Foundation, the Urban Institute (Urban) has created a training and technical assistance (TTA) program to help advance the testing and rigorous evaluation of innovative, evidence-based interventions within the context of Pay for Success. Urban and the Laura and John Arnold Foundation share a strong commitment to explore Pay for Success (PFS) as a tool to advance evidence-based decision-making, improve outcomes for vulnerable populations, and increase government efficiency. Urban and the Laura and John Arnold Foundation are also committed to sharing the lessons learned from this Pay for Success exploration with policymakers, practitioners, and the general public.

In early 2016, Urban issued a Notice of Support Availability (NoSA) to governments and intermediaries interested in taking advantage of these services. In response to the NoSA, Urban selected the Yakima Valley Conference of Governments (YVCOG) to receive training and technical assistance services geared toward advancing existing and future PFS efforts. The following Training and Technical Assistance and Partnership Agreement (TTAPA) outlines the respective goals, expectations, roles and responsibilities for Urban and its Partner, YVCOG.

### B. Project Goals

The primary activities of the Pay for Success Initiative (PFSI) are:

- Using expertise in evidence and evaluation to advise and improve PFS deals
- Offering technical assistance to communities exploring PFS, including through our online [Support Center](#)
- Sharing best practices and promoting new ideas through stakeholder engagement

For this specific project, the primary goals include:

- Identifying the feasibility of doing a Pay for Success deal in the Yakima Valley
  - If a project is feasible, identifying an appropriate target population, intervention, and evaluation design for the project
  - If a project is not feasible, identifying alternate funding mechanisms for the issue area in question

### C. General Scope of Work

Consistent with the terms of its grant, Urban will provide training and technical assistance services to selected PFS partners across the U.S. Urban will work closely with its PFS partners

to tailor the type and level of services and guidance provided. As a service agreement, Urban will not provide YVCOG with funds or cash; however, Urban will estimate the dollar value of its technical assistance services as part of this project. For this project, Urban values the amount of services provided at approximately \$175,000 including staff time and travel.

The Partner will work with Urban in support of the efforts as described in this Agreement. As the primary host/sponsor for this engagement, the Partner shall ensure that any and all of its affiliates, organizations, divisions, partners, offices, etc. shall abide by the terms set forth in this agreement. In some cases, the primary recipient of the technical assistance may be an affiliate, division, or project partner, but the Partner remains accountable for the overall management of this project. Therefore, the Partner shall provide a main point of contact as specified below that will coordinate the TA engagement, provide regular access to critical decisionmakers and other parties, provide meeting space, and obtain/share data that will facilitate the ability of Urban to meet the training and technical assistance goals.

A detailed Scope of Work is attached (see Appendix A) which outlines important phases and milestones of the work and proposed activities, tasks, and deliverables. Given the fluid nature of the emerging PFS field, Urban and YVCOG may need to revise this Scope of Work. Both parties must agree to any changes to this Scope of Work and confirm any changes in writing. Any such changes to this Scope of Work will automatically be incorporated into this Agreement. Note that any additional tasks or requests may require the Partner to obtain additional funds or resources before Urban can agree to changing or revising the Scope of Work.

#### **D. Term and Effective Date**

The term of this TTA Partnership Agreement shall be set forth in Appendix A. This agreement shall come into effect on the date signed by Urban's duly authorized representative.

#### **E. General Partnership Responsibilities**

A critical element of several PFS activities is having current and reliable data in order to measure the potential monetary/economic benefits of the PFS project. This project will require the Partner to provide data in the format and in the timeframe as set forth in the Scope of Work and in the Data Protocol and Data Confidentiality Agreements (see Appendices B and C). Constant and open communication will also be critical to the project's success in not only meeting the expectations of the Partner and Urban but also to further the emerging PFS field.

This next section establishes a series of general responsibilities for the Partner and Urban. Further details are set forth in the relevant appendices.

##### **1) YVCOG**

- The Partner will provide Urban with data as set forth in the format, time, and manner discussed in the Data Protocol (See Appendix B). In order to move the project towards

## Urban Institute – Training and Technical Assistance Partnership Agreement (TTAPA)

its goals, it will be critical for the Partner to provide Urban with the necessary data in a timely manner so it can do the appropriate program and/or transactional analysis and provide solid technical assistance services. If this data is not received in the format, time, or manner requested, Urban has the right to remove certain work products and deliverables from the Scope of Work.

- The Partner will designate at least one person to serve as a primary project point of contact (PoC) to Urban to facilitate the TA process. For purposes of this Agreement the Project PoC is Larry Mattson. This person will engage in and/or coordinate regularly scheduled calls with other Partner staff, help coordinate meetings, emails and other forms of communication with Urban's PoC (identified below) as well as serve as an advocate for the project within their organization and community. They will also be responsible for:
  - maintaining regular correspondence with the Urban PoC, returning e-mails or phone calls in a timely manner (barring extenuating circumstances);
  - conducting a timely review of materials produced by Urban and providing feedback as requested;
  - helping schedule conference calls and other meetings;
  - encouraging stakeholders to participate in efforts to evaluate the outcomes of Urban's engagement with their community/organization;
  - identifying desired dates for TTA visits that are suitable for all participants at least 30 days in advance (if TTA support includes site visits or trainings by the PFSI TTA team);
  - securing space for onsite meetings; and
  - helping prepare and deliver training materials to participants.
- If Urban is not able to consistently reach the Partner PoC, they have the right to request a new PoC and or/terminate the Agreement. The secondary PoC that Urban should reach out to in order to request a new PoC is \_\_\_\_\_ who can be contacted at the following email address \_\_\_\_\_.

### 2) Urban Institute

- Urban's primary PoC for this project will be Kimberly Walker, Training and Technical Assistance Manager. She will be responsible for ensuring the Scope of Work deliverables are completed and that sites have consistent contact with Urban. She will designate additional Urban staff to work with sites based on each site's needs and Urban staff availability. In the case that the Partner is dissatisfied with the type, quality, or quantity of contact with Urban, they may request a new PoC and reach out to Urban's secondary PoC, Kelly Walsh, Managing Director of the Pay for Success Initiative ([kwalsh@urban.org](mailto:kwalsh@urban.org)), or terminate the agreement. Urban will also be responsible for:
  - Carrying out all items discussed in the Scope of Work;
  - Returning all Partner communications in a timely fashion; and

- o Providing copies of all work products related to the training and technical assistance to the Partner for review.
- Any information provided by the Partner to Urban may be used by Urban only for training and technical assistance or publication purposes, unless explicitly expressed to be confidential. Urban may produce internal or external publications subject to the terms and conditions stated in this Agreement.

## **F. Use, Development and Dissemination of Reports and Articles**

- 1) Neither the Partner nor Urban will publish, release or otherwise disseminate any research reports, data, analysis or any product relating to this project without at least a 15-day review and comment period by all parties. Such review will include a review of compliance with the confidentiality provisions of this Agreement. The absence of input, edits, or feedback from any party within that 15-day period may be interpreted by any party as agreement to publish, release, and/or disseminate the study. Any feedback on the content of the product received during that 15-day period will be appended to the final research report.
- 2) Urban shall be the copyright owner of any and all written and electronic content or materials (the “Work Product”) created by Urban with relation to this Agreement including but not limited to articles, reports, presentations, or other publications using aggregate level data. Urban may use any Work Product in such manner, for such purposes, and as often as Urban may deem advisable in whole or in modified form, in all formats now known or hereafter to become known without employment of or compensation to the Partner.
- 3) Beyond the specific deliverables set forth in the Scope of Work, Urban is permitted to pursue the writing of articles, reports, presentations or other publications using aggregate level data only. Aggregate level data refers to grouped data. Grouped data do not refer to any specific individual. Urban will not retain any rights with respect to the use of any individual-level data or other Partner information beyond the term of this Agreement.
- 4) Publishing, release, and/or dissemination of the data, analysis, study, or any part thereof, or any results of the study or monographs, reports, articles, presentations, or other publications shall be coordinated in accordance with the terms of this Agreement. Any publication resulting from the data must indicate that the data was provided by the Partner and will include a disclaimer to the effect that published material does not necessarily reflect the views of the Partner.



## **G. General Partnership Agreement Terms and Conditions**

- 1) The Parties to the Agreement represent that they are independent, and not the agent, representative, or partner of the other Party. Except as explicitly set forth in this Agreement, neither Party has any right, power or authority to enter into any agreement or other commitment for, or incur any liability or obligation on behalf of, or otherwise bind, the other Party.
  
- 2) **Failures to Perform, Resolution of Project Conflicts, and Possible Termination:** As set forth in the detailed Scope of Work, the project establishes a fairly aggressive and intense series of activities and timeframes; thus, timely and accurate performance will be critical for the Partner and Urban. Should circumstances arise that requires a shift in those milestones, Urban reserves the right to make substantial changes to the type and amount of services as originally planned and awarded. Urban will work closely with the Partner to make such adjustments and resolve any conflicts that might arise over such changes to the proposed Scope of Work and services. All adjustments must ultimately be agreed to in writing/email by both Parties.

In the event Urban or the Partner cannot resolve this or other conflicts that might arise through this project, each party may can seek the assistance of a neutral, third party mediator that is mutually acceptable to both parties. Each party shall bear the costs of compensation of mediator they select and other reasonable administrative mediation costs equally.

This Agreement may be terminated by a party upon fifteen (15) days written notice to the other party or immediately by mutual consent of the parties.

- 3) **Modification:** This Agreement may be modified and/or amended only as mutually agreed upon in writing and if signed by the authorized representatives of the parties. It may not be altered, modified, rescinded or extended orally.
  
- 4) **Severability:** If any provision of this Agreement is held to be unenforceable, then the parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and result. The invalidity of any provision of this Agreement will not affect the validity of the remaining provisions.
  
- 5) **Notice:** Urban agrees to notify the Partner immediately upon receipt of any legal, investigatory or other demand for disclosure of the data. All notices and requests

hereunder by either party shall be in writing and directed to the address of the parties as follows:

**The Urban Institute:**

**Attention:** Marcus L. Stevenson, Director, Office of Grants, Contracts, and Pricing

The Urban Institute

2100 M Street NW

Washington, DC 20037

E-mail: [mstevens@urban.org](mailto:mstevens@urban.org)

Telephone: 202 261 5818

**Yakima Valley Conference of Governments:**

**Attention:** Larry Mattson, Executive Director, Yakima Valley Conference of Governments

Yakima Valley Conference of Governments

311 N. 4<sup>th</sup> Street Suite 204, Yakima, WA 98901

E-mail: [larry.mattson@yvcog.org](mailto:larry.mattson@yvcog.org)

Telephone: 509 574 1550

- 6) Entire Agreement:** This Partnership Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no prior agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein. It shall be governed, construed, applied and enforced in accordance with the laws of the District of Columbia and Washington.
  
- 7) Indemnification:** The parties to this TTAPA shall indemnify, defend and hold harmless each other, their respective officers, directors, founders, employees and agents and each of their affiliates, and the Laura and John Arnold Foundation, its officers, directors, founders, employees and agents and each of their affiliates (collectively the "Foundation Parties") from and against, any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon them in connection with any claims, suits, actions, demands or judgments, arising out of or related to this TTAPA. The parties to this TTAPA and the Foundation Parties shall not be liable for any losses damages, claims or other liabilities arising out of their respective activities.

## H. Partnership Agreement Signatories

The parties represent and warrant that the signatories of this Agreement have the full right, power, and authority to execute this agreement and that no consent of any other person or entity is required for the validity of the grant of rights made hereunder. Each of the parties represent and warrants that the execution, delivery, and performance of this Agreement will not conflict with or be in violation of any agreement, obligation or order to which such party is bound.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the dates below.

**PFS Primary Project Partner/Executive Sponsor:**

Print Name: Larry Mattson

Title: Executive Director, YVCOG

Signature:   
Lauris C. Mattson

Date: *22 June 2016*

Primary TA Recipient (name of organization): Yakima Valley Conference of Governments

Urban Institute - Training and Technical Assistance Partnership Agreement (TTAPA)

Urban Institute:

Etienne Yonly

Senior Contracts Administrator

Signature:  \_\_\_\_\_

Date: 05/16/2016

**APPENDIX A. Scope of Work**

The term of this Agreement shall be from May 2016 until November 2017 unless amended in writing by both Parties and shall include the following activities as set forth below.

<b>Phase</b>	<b>Duration</b>	<b>Associated Tasks</b>	<b>Deliverables</b>
Stakeholder engagement	Ongoing	Calls and emails to stakeholders to educate them about Pay for Success and answer questions, survey of community members around issue areas	Log of Stakeholders Contacted, Yakima-Specific Webinar on Pay for Success
Problem area exploration	3 - 6 months	1 - 2 site visits with workshops and conference calls to help uncover potential issue areas to address, analysis of legislative support and barriers around specific Pay for Success topics, examination of existing data systems, distilling of stakeholder feedback	Problem Area Recommendation Memo
Identify cost and population drivers	2 - 3 months * highly dependent on access to data systems	Identify target populations that drive high costs to the COG in the problem area selected using data	Problem Assessment Memo Draft (receive feedback)
Identify target problem	2 - 3 months - Some work will be simultaneous with previous phase	Based on the data gathered, identify the nature of the target problem (lack of service provider capacity, infrastructure, etc.). May include informational interviews, additional population-specific research, etc.	Final Problem Assessment Memo

Urban Institute – Training and Technical Assistance Partnership Agreement (TTAPA)

Identify evidence-based interventions	1 -2 months	Consult with internal experts, review external evidence databases (e.g., Pew), deliver memo on interventions that appear to be best fit (memo will include level of evidence associated with each intervention), consult with relevant service providers about capacity to handle each intervention	Guide to the Evidence
Assess Pay for Success suitability	Ongoing - efforts will be made to consider PFS suitability while selecting an intervention and continue throughout the project	Administer PFS suitability tool to relevant stakeholders, gather and analyze all needed data, produce a suitability results memo and presentation that includes recommendations on whether to move forward (and how), leadership assessment	Suitability Results Memo (including recommendation on whether or not to move forward with PFS)
Begin to Craft Evaluation Design (completed only if PFSA suggests moving forward with Pay for Success)	6 - 7 months	Suggest outcomes to be measured, begin crafting an evaluation design to measure success, share Evaluation Design Memo	Evaluation Design Memo, Evaluation Contract Language, Recommended Outcome Measures
		Based on results of PFSA, may need to alter last phase - will revisit with community once the "Assess Pay for Success suitability" is completed.	
<b>TOTAL ENGAGEMENT</b>	18 months		
<b>NOTES</b>			
Length of engagement is capped at 18 months, per grant requirements.			

Urban Institute – Training and Technical Assistance Partnership Agreement (TTAPA)

All timelines are estimates.
If Pay for Success is not feasible by Urban's assessment, Urban has the right to work with YVCOG to come up with an alternative work plan.
Phases will not necessarily work in a linear fashion.

**APPENDIX B. Data Protocol**

- A. The transfer of any data shall be secure, and in the manner and times determined by the Partner and Urban.
- B. The Partner will provide Urban with data covering the time period beginning and ending on a date to be mutually determined.
- C. The Partner grants Urban the nonexclusive right to possess and use any analyses or aggregate reports generated by Urban from or in connection with the above-referenced quantitative data, along with qualitative data collected through stakeholder interviews conducted by Urban, only for purposes of this Pay for Success project and the publication of its results.
- D. Nothing contained in this Agreement shall be construed to grant Urban any rights with respect to the Partner data beyond the terms of this Agreement.
- E. Urban shall notify the recipient if there is a need to go through its Institutional Review Board (IRB) protocol. The results of that protocol may update the conditions of this agreement and/or change the Scope of Work.



### **APPENDIX C. Confidentiality of Data and Information**

- A. Urban agrees that the names of stakeholders and other data that may reasonably identify individuals will not appear in any draft or final monographs, reports, articles, presentations or other publications.
- B. All information/data obtained, learned, or developed in connection with this project by any of the parties, including but not limited to all information about individuals provided by the PFS Partner to Urban under this Agreement shall be confidential and shall not be disclosed to any person, organization, agency or other entity except as agreed by the parties. The parties shall comply with all Federal, State and local laws concerning the confidentiality of all confidential information.
- C. All materials produced by Urban's researchers will contain sufficient protections to ensure individual anonymity and to adhere to the mandates for confidentiality as required. No materials will be disseminated that describe or identify specific individuals, families, or households. No names, street addresses or other information that could be used to identify a particular individual, family or household will be disseminated. Urban will not cross-reference the data with individually identifiable records from any other data set without authorization from and participation with the Partner to do so.
- D. Urban will work with the Partner to identify the preferred method of matching data across systems.
- E. No party to this Agreement will disseminate or disclose personally identifiable information provided by another party to any other organization or individual without first obtaining permission from the party providing the identifying information.
- F. The parties shall not use or cause the data from this project to be used for any purpose or research other than those project outlined in this Agreement.
- G. Original data, if transferred electronically between the Partner and Urban, will be transmitted using a protocol that supports secure encryption. Urban will implement procedures to the satisfaction of the Partner to protect all Partner data from unauthorized access, alteration, use, or dissemination. Urban will implement procedures to the satisfaction of the Partner to ensure that all files containing Partner information will be password-protected, and that knowledge of the passwords will be limited solely to the staff working on this project who have signed confidentiality pledges.

**Urban Institute – Training and Technical Assistance Partnership Agreement (TTAPA)**

- H. Access to the Partner's data will be limited to authorized employees and agents of Urban.**
- I. Authorized employees and agents of Urban will access Partner data only through Urban's secure, firewall-protected network; and only on Urban-approved computer equipment (i.e., subject to the standards and protocols used by Urban for access control and auditing, anti-virus and malware protection, software configuration and versioning, and other security features). Urban will promptly notify the Partner in the event of any access or attempted access, whether intentional or inadvertent, of the data by anyone other than the authorized users.**
- J. Upon completion of the project, all data provided to Urban will be treated as to remove all ability to identify actual individuals.**

## **Memorandum of Agreement Yakima Student Stability Program**

### **Purpose:**

Through collaboration between the Yakima School District, local Consolidated Homeless Grant (CHG) grantee and sub-grantees, the goals of Yakima's Homeless Student Stability Program are:

1. Move youth who are literally homeless to safe and nurturing environments where they have the opportunity to learn and succeed in school.
2. Reduce barriers that prevent youth and their families at imminent risk of homelessness from staying housed.
3. Identify unaccompanied youth, or families with youth and children who have been unstably housed because of special needs, and provide support services and assistance to increase and maximize housing stability.
4. Assist youth, or families with youth attempting to flee domestic violence, dating violence, sexual assault, or stalking, obtain safe and stable housing.

The partners of the Yakima Student Stability Program (YSSP) will provide supportive services high needs youth and their families facing complex and multiple barriers related to (but not limited to):

- Mental health
- Chemical dependency
- Sexual orientation and Gender identity issues
- Domestic Violence, trauma, abuse

### **Service Partners:**

- Yakima School District – school district
- Yakima Valley Conference of Governments – CHG grantee
- Yakima Neighborhood Health Services – CHG sub-grantee
- Rod's House – CHG sub-grantee

### **Scope of Work –Service Partners:**

1. Each Service Partner agrees to participate in the Homeless Network of Yakima County.
2. Each Service Partner agrees to participate in the County's Coordinated Entry system.
3. Each Service Partner will participate in regular meetings for purposes of project coordination.
4. Each Service Partner agrees to participate in data collection and timely entry in the required HMIS system.
5. Each Service Partner agrees to obtain necessary Client Consents for participation in the HMIS system.

#### **Yakima School District (YSD):**

- **YSD, the largest school district in Yakima County, identified 752 homeless youth in 2014. YSD will contract with Rod's House and Yakima Neighborhood Health Services to provide case management, supportive housing, and an "Equality Fund" to reduce homelessness of unaccompanied youth, and homeless families with youth in Yakima. YSD, through its homeless liaisons, will identify and refer unaccompanied youth to Rod's House, and families to YNHS. The homeless liaisons will participate in the Homeless Network of Yakima County, and in the county's coordinated entry system.**

#### **Yakima Neighborhood Health Services (YNHS):**

- **YNHS is the largest provider of homeless services in Yakima County. YNHS will provide a Housing Navigator to assess youth and their families for current vulnerability of homelessness, and assessment of basic needs (housing stability, food, clothing, health coverage, social service and other self-sufficiency assistance). YNHS will match YSSP resources with existing resources (CHG, ESG, Health Care for the Homeless, United Way, Health Benefit Exchange Navigator Program) to maximize support to highest risk youth and their families. YNHS will administer the "flex funds" (aka Family Equality Funds) to provide clothing, tutoring support, extra-curricular activities, vocational training for parents, and other activities to strengthen housing stability of clients served.**

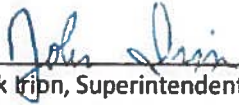
#### **Rod's House**

- **Rod's House specializes in providing services to homeless and at-risk youth, ages 14-21. Rod's House is the only provider in the county working solely with homeless youth, and will bring existing programs and experience to benefit youth in YSSP in concert with YNHS and YSD. Rod's House will provide a Housing Navigator to assess youth for housing stability, basic needs (food, clothing, hygiene, and housing), benefits and social service's needs, and employment and educational support. Rod's House will leverage YSSP resources with additional resources and programs (CHG, RISE, and other community resources) to maximize support and likelihood of successfully attaining self-sufficiency, housing stability, and educational and employment success.**

#### **Yakima County Conference of Governments (YVCOG)**

- **YVCOG is the contracting and coordinating agency of homeless programs in Yakima County. YVCOG will provide access to the Homeless Management Information System to the Yakima School District, provide training to the YSD homeless liaisons, and include the homeless liaisons as part of the Coordinated Entry system. YVCOG will also facilitate the CHG sub-grantees (YNHS and Rod's House) ability to use existing contract to match HSSP funds to extend available services to homeless youth and their families.**

**Signatures:**

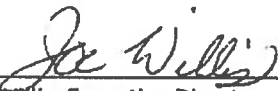


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Dr. Jack Tripn, Superintendent  
Yakima School District

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Anita Monoian, CEO  
Yakima Neighborhood Health Services



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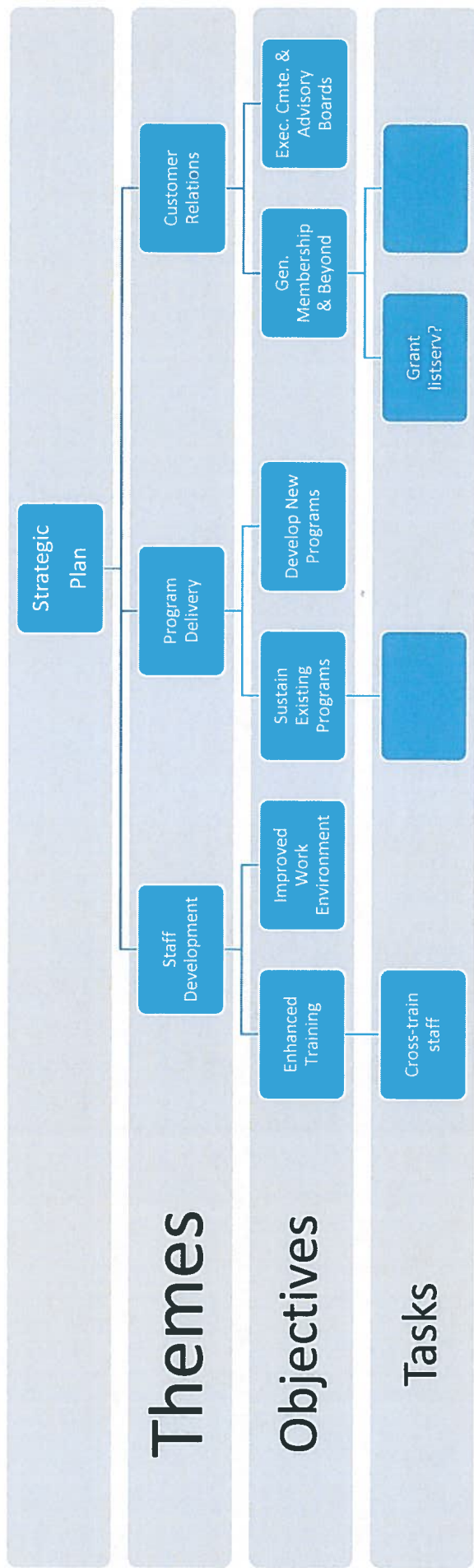
Joe Willis, Executive Director  
Rod's House



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Larry Mattson, Executive Director  
Yakima Valley Conference of Governments

# YVCOG 2016-2018 Strategic Plan: Overview



## CONTRACT AGREEMENT

### Yakima Valley Conference of Governments – Generating Hope Noah's Ark Homeless Shelter

#### INTRODUCTION

This agreement is made between **Yakima Valley Conference of Governments** (hereinafter known as Client) and **Generating Hope Noah's Ark Homeless Shelter** (hereinafter known as Contractor). The work defined in Part 3.0 will be performed on a Time & Material basis, in accordance with the terms and conditions of this contract.

#### PART 1.0 SCHEDULE

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##### 1.1 SCOPE OF WORK

Contractor shall, except as otherwise provided, furnish the personnel, materials, equipment, and property necessary to perform the work identified in Exhibit B; "Scope of Work" of this contract.

##### 1.2 PRICES

**Contract Type:** Time and Material

**Authorized Dollars:** The total price needed to complete the Special Terms and Conditions; Exhibit A; shall not exceed \$20,000 per year unless amended by written authorization.

Shelter Operations Budget; Exhibit C; shall be invoiced as follows:

Shelter Operations	\$ 20,000.00
Administration	\$ 0.00

Any cost beyond the authorized amount or outside of the scope of work is not authorized and will be at the contractor's risk.

##### 1.3 TERM OF CONTRACT

The term of this contract is from **August 1, 2016 to September 30, 2016.**

##### 1.4 CONTRACT ADMINISTRATION

In regard to administrative and contractual matters relating to this contract, the parties hereby appoint the below listed persons, or their duly authorized designees, as the only persons empowered to make commitments on behalf of their respective organizations to effect changes to any portion of this contract.

For Contractor:

Name:	Janet McCann Harris
Title:	Board President
Address:	PO Box 1562 Yakima WA 98907
Phone:	509-480-9383
Email:	noahsark.genhope@gmail.com

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For Client:                   Name: James A. Restucci  
                                  Title: YVCOG Executive Committee Chair  
                                  Address: 311 North 4<sup>th</sup> Street, Suite 204  
  Yakima, WA 98901  
                                  Phone: (509) 574-1550  
                                  Fax: (509) 574-1551

### 1.5 TECHNICAL REPRESENTATIVE

In regards to technical matters relating to this contract, the parties hereby appoint the below listed persons.

For Contractor:           Name: Janet McCann Harris  
                                  Title: Board President  
                                  Address: PO Box 1562  
  Yakima WA 98907  
                                  Phone: 509-480-9383  
                                  Email: noahsark.genhope@gmail.com

For Client:                   Name: Tim Sullivan  
                                  Title: Program Manager  
                                  Address: 311 North 4<sup>th</sup> Street, Suite 204  
  Yakima, WA 98901  
                                  Phone: (509) 574-1550  
                                  Fax: (509) 574-1551

### 1.6 EXCLUSIVITY

The Contractor understands and agrees that Contractor shall perform all work pursuant to this Contract exclusively for Client and will not, for the duration of this Contract Agreement participate in any efforts to perform said work for the Client either independently or as a Contractor to other firms, without the written consent of Client.

### 1.7 INVOICE INSTRUCTIONS

Invoice Instructions: Invoices may be submitted monthly. All invoices must be signed and approved by an authorized official of the Contractor, who shall certify that the invoiced amounts are accurate. The invoice shall clearly state (1) the number of hours and labor dollars for each individual for the billing period, as well as cumulative, (2) period covered by the invoice, (3) the indirect allocations applicable to direct labor, (4) breakdown of all non-labor related expenses (both current billing period and cumulative), (5) total amount invoices (both current billing period and cumulative), (6) fixed fee based on amount of fee earned (both current billing period and cumulative). Contractor shall submit invoices by the 15<sup>th</sup> of each month for work performed in previous billing period. Contractor shall be paid no later than 30 days from Client's receipt of invoice.

**Invoices shall be addressed to:**

**Yakima Valley Conference of Governments  
311 North 4<sup>th</sup> Street, Suite 204  
Yakima, WA 98901**



## **PART 2.0 GENERAL PROVISIONS**

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### **2.1 NONDISCLOSURE**

A. Contractor acknowledges that, in performing this contract, Client may be required to make available to Contractor certain information, which Client may consider proprietary. Additionally, Contractor acknowledges that it may gain access to certain information, which may be considered proprietary to Client. Such information includes without limitation, information related to patents, research, development, statistical models, financial information, computer software, designs or processes, pricing, trade secrets, customer lists and technical and business information and know-how of Client and /or Client (“Proprietary Information”). Contractor agrees to safeguard and hold in strictest confidence all Proprietary Information.

B. Contractor agrees not to make use of nor disclose to third parties any Proprietary Information except in performance hereunder or as expressly authorized in writing by Client or, where Clients Proprietary Information is being used or disclosed, by Client. Contractor’s obligations under the terms of this provision shall survive termination of the Agreement for a period of three (3) years.

C. Notwithstanding anything contained in paragraphs A and B above, Contractor shall not be liable for any release or use of any information if Contractor can demonstrate by written evidence that the information:

1. Is part of public domain through no fault of Contractor; or
2. Is in Contractor’s rightful possession at the time of receipt thereof; or
3. Is known to Contractor independently of Client and from a source other than one having an obligation of confidentiality to Client; or
4. Is independently developed by Contractor without violation of this or any other agreement.

### **2.2 TERMINATION**

Client may terminate this Agreement, in whole or in part, for default based upon any of the following default conditions: (i) Contractor fails to fulfill any of its obligations hereunder; (ii) Contractor fails to provide written assurances of performance after such assurances are requested by Client, (iii) the cessation of Contractor’s operations in the normal course of business; or (iv) insolvency of Contractor or the entering into or filing by or against the Contractor of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the Contractor, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the Contractor.

Prior to termination for default under any conditions, Client shall notify Contractor of the default condition and shall allow Contractor seven (7) calendar days within which to affect a cure. If the condition is cured within the allowed period, this Agreement shall remain in full force and effect. If the default condition remains uncured beyond the allowed period, Client may terminate this Agreement, in whole or in part by written notice of termination to the Contractor. All notices of termination shall minimally state the basis for termination, and the date upon which such termination will become effective. Upon termination of this Agreement for any reason,

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and except as otherwise directed by Client, Contractor shall: (i) stop work under this Agreement on the date and to the extent specified in the notice of termination, (ii) terminate all orders and subcontracts to the extent that they relate to the performance of any work terminated by the notice of termination, and (iii) transfer all work in progress which is included in the terminated work to Client.

### **2.3 INDEMNITY**

Contractor agrees to indemnify and save harmless Client, its officers, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal fees and expenses) arising out of: (i) the acts or omissions of Contractor, its employees, agents or its Contractors; (ii) injury or death to persons, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this Agreement except to the extent that such damage is due solely and directly to the negligence of Client; (iii) the infringement or violation of any patent, copyright, trade secret, or other proprietary interest of any third party resulting from Client's use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by Client, as authorized hereunder; or (iv) false claims submitted by Contractor under this Agreement or as a result of a Contractor misrepresentation of fact or fraud by Contractor.

Contractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Contractor has notice or is given prompt written notice of such claim or suit and, further, that Contractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit.

If any of the goods or services provided by Contractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's proprietary rights, Contractor shall, at its own expense, use its best efforts first to procure for Client the right to continue use and, if authorized under this Agreement, distribution of the infringing goods or services or, if that right cannot be procured, then to modify the goods or services to make them non-infringing or, if such modification cannot be made, then to replace them with equivalent, non-infringing counterparts. If none of the above mentioned can be successfully implemented, then Contractor shall refund to Client all monies paid Contractor for the infringing goods and services.

### **2.4 INSURANCE (domestic)**

Contractor must purchase and maintain the following insurance coverage:

#### **General Liability**

Coverage in an amount no less than \$1 Million Combined Single Limit for Bodily Injury and/or Property Damage per occurrence, \$2 Million in the aggregate. Coverage to include the following extensions: Contractual Liability, Independent Contractors' Liability, Premises Operations, Products/Completed Operations, Broad Form Property Damage.

#### **Workers' Compensation and Employers' Liability**

Coverage in an amount no less than \$1 Million per occurrence is required

### **Professional Liability**

Coverage in an amount no less than \$1 Million per occurrence is required. All-Risk Property insurance, if applicable, Contractor is responsible for insuring all of its own property and/or Property owned by Client or the client in its care, custody and control. Client, its officers and employees to be included as Additional Insured on the General Liability, Automobile Liability coverage referenced above. A Waiver of Subrogation will be obtained from the General Liability and Workers' Compensation insurance carriers in favor of Client. Client is to be named as a Loss Payee as respects to All-Risk Property if Contractor has care, custody and control of Client property and/or equipment.

### **2.5 DISPUTES**

Both parties shall attempt to mutually dispose of good faith disputes concerning questions of fact and/or law arising hereunder. A court of competent jurisdiction in the State of Washington shall decide any dispute that is not settled by the parties. Pending resolution of any dispute, Contractor agrees to proceed diligently with the performance of this Agreement.

### **2.6 NOTICE TO CLIENT OF DELAYS**

If Contractor encounters difficulty in meeting performance requirements, anticipates difficulty in complying with this Agreement's delivery schedule or dates, or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately notify Client in writing, giving pertinent details. This notification shall be informational only, and compliance with this provision shall not be construed as a waiver by Client of any delivery schedule or date or of any rights or remedies.

### **2.7 SUBCONTRACT AND ASSIGNMENT**

- A. Contractor shall not subcontract all or any portion of this Agreement without Client's prior written approval.
- B. No assignment or transfer of this Agreement, in whole or part, shall be binding upon Client without Client's prior written consent. Payments, whether to Contractor or any assignee, shall be subject to setoff or recoupment for claims, which Client may have against Contractor, however arising.

### **2.8 MODIFICATIONS**

Neither this Agreement nor any term, condition, or provision hereof, or Work Order issued hereunder, may be altered, changed, or modified in any manner whatsoever except upon the mutual agreement of both parties evidenced by a modification to the Agreement that is signed by both parties.

### **2.9 CHANGES**

Client may, by written notice to Contractor at any time before completion of this Agreement, make changes within the general scope of this Agreement in any one of the following: (a) drawings, designs or specifications; (b) description of services to be performed; (c) time of performance (i.e. hours of the day, days of the week); (d) place of performance of the services. If any such change causes a material increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, Client shall make an equitable adjustment; in the Agreement price, the delivery schedule, or both and shall modify the

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Agreement. The Contractor must have notified, Client in writing of any request for such adjustment within twenty (20) days from the date of such notice from Client or from the date of any act of Client, which Contractor considers, constitutes a change. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this Agreement. However, Contractor shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

## **2.10 SEVERABILITY**

If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

## **2.11 FORCE MAJEURE**

A. Neither party shall be responsible for any failure to comply with, or for any delay in performance of the terms of this contract, where such failure or delay arises from: (i) acts of God, (ii) acts of the Government in its sovereign (and not contractual) capacity, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) shortages of supplies or materials where such supplies or materials were unobtainable from an alternate source. In all such events where performance is delayed or prevented, the affected party shall nonetheless exert reasonable and diligent efforts to remove said causes and resume performance hereunder.

B. If failure or delay of performance resulting from a condition of force majeure continues for more than 30 days, or if the affected party is unable to provide, upon request, immediate written assurances that performance will be tendered within 30 days following initial occurrence of the force majeure condition, the other party may terminate this Agreement, in whole or in part, for default in accordance with the provisions of Article 2.7, Termination.

## **2.12 WAIVER**

Neither party shall be deemed to have waived any right or remedy unless such waiver is made expressly and in writing. No single event of waiver shall be deemed or shall constitute a continuing waiver for any purpose.

## **2.13 COMPLETE AGREEMENT**

This Agreement is the complete and exclusive statement of the understandings between the parties with regard to the subject matter hereof, and supersedes in its entirety any previous understandings between the parties, whether oral or written.

## **PART 3.0 STATEMENT OF WORK**

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Task 1: Contractor will ensure that it can continue to serve the chronically homeless in Wapato and on the Yakama Reservation as directed by the Client.

Additional tasks may be requested as needed during the contract period. The Client will provide details regarding the specific scope and responsibilities of the Contractor. Contractor will provide an estimate of the

time and materials required to accomplish the additional tasks. Both the Client and the Contractor will agree to the additional tasks, responsibilities, and estimates before proceeding with the additional work.

\_\_\_\_\_

**Janet McCann Harris**                                **Date**  
**Board President**  
**Generating Hope Noah’s Ark Homeless Shelter**

\_\_\_\_\_

**James A. Restucci**                                **Date**  
**Executive Committee Chair**  
**Yakima Valley Conference of Governments**

**SPECIAL TERMS AND CONDITIONS**

**1. Purpose of Agreement:**

The award is specific to funding building and program operations for the Generating Hope Noah's Ark Homeless Shelter to ensure that it can continue to serve the chronically homeless in Wapato on the Yakama Reservation.

**1. Compliance:**

- a. Grant funds may not be used for lobbying.
- b. YVCOG or the Office of the State Auditor, or any of their duly-authorized representatives, have the authority to conduct announced and unannounced: a) surveys; b) audits; c) reviews of compliance with this Agreement; d) audits regarding the quality, appropriateness, and timeliness of services of the Contractor; and e) audits and inspections of financial records of the Contractor. The Contractor shall notify YVCOG in writing when an entity performs any audit described above related to any activity contained in this Agreement.
- c. Pursuant to 42 CFR 431.301 and 431.302, Personal Information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement. Such purposes include but are not limited to:
  - I. Establishing eligibility;
  - II. Providing housing for recipients.
- d. The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Agreement.

**2. Reporting Requirements:**

- a. Contractor shall participate in the development and implementation of the Coordinated Assessment and Referral System (CARES), including but not limited to:
  - I. Listing all of the Contractor's program and services delivered specific to exception of services provided solely to victims of domestic violence.
  - II. Adopting the use of CARES intake forms in place of or in addition to other intake procedures.
  - III. Participating in any workgroups, special committees or subcommittees, or other structure of the Yakima Valley Continuum of Care dedicated to developing, piloting, or implementing the system.

Failure or refusal to participate in the system will result in the Contractor being ineligible to receive funds and may result in unreimbursed costs or termination of the contract.

- b. The Contractor may be requested to submit monthly reports to YVCOG covering identified performance measures for the contracted project(s). Required report forms will be provided to accompany invoice submissions, and may change over the life of the contract.

If required performance goals are not met, Contractor may be required to submit additional reports, improvement plans, or other program design and monitoring documents for review and approval. In extreme cases, modification of program design or Scope of Work may be required by YVCOG to address chronic poor performance.

- c. The Contractor shall participate fully and completely in the Homeless Management Information System (HMIS), for all persons that receive 2163 funded services under this contract. All data collected must meet both Commerce HMIS and County HMIS data standards.
- d. A complete client record must be entered into the HMIS system before funded services can be provided.
- e. The YVCOG may provide training and technical assistance for all Contractors.
- f. The YVCOG and the Contractor will be required to enter into data sharing and client confidentiality agreements.
- g. The Contractor must have at least one trained primary and one trained backup data operator. Participation shall include the prompt and orderly submission of all required data, completed in the detail, and submitted in the manner and time frames prescribed by the YVCOG, including timely discharge and closure records.
- h. The Contractor shall participate fully as a member of the HMIS Committee. Participation will mean consistent attendance of regular quarterly meetings, complete and on time submission of all required data and reports, prompt correction of any and all identified data quality issues, and compliance with any standards for HMIS data collection and entry established by the HMIS Committee.
- i. In the event the Contractor fails to maintain its reporting obligations, YVCOG reserves the right to withhold reimbursement or order payment stopped until such time that the data is current and accurate and any and all outstanding reports have been completed and provided. The YVCOG reserves the right to terminate this agreement if the Contractor is unwilling or unable to fulfill its reporting obligations.

**3. Maintenance and Inspection of Records:**

- a. The Contractor shall cooperate in all reviews, including but not limited to, surveys, and research conducted by YVCOG, its designee or other State and Federal Departments.
- b. Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Contractor is in accordance with the requirements set forth in this Agreement and applicable state and federal regulations, as existing or hereafter amended.
- c. The Contractor shall establish and maintain an adequate system of internal control to ensure the efficient, proper processing and use of agreement funds. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

**4. Internal Control and Accounting System:** The Contractor shall establish and maintain a written financial management system which includes: a method for comparing actual to contracted expenditures, a system of internal controls and written financial procedures for safeguarding public funds and property, a system for checking the accuracy and reliability of accounting data, and a system for providing a complete audit trail, based upon Generally Accepted Auditing Principles (GAAP).

**5. Auditing and Monitoring:** YVCOG shall monitor all projects for compliance with the funding terms and conditions in the agreement. Project monitoring shall be conducted annually, or with greater frequency as required.

- a. The Contractor will provide to YVCOG one copy of an independent audit of its entire operation and related legal entity within 180 days of the Contractor's fiscal year ending. The audit must be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings. If the Contractor is subject to 2 CFR Part 200, the YVCOG shall review the Single Audit required by 2 CFR Part 200 to ensure corrective action is taken for any audit finding, per 2 CFR Part 200 requirement.
- b. The Contractor shall actively address all open Corrective Action Plan (CAP) recommendations as outlined in any Onsite Reviews and/or YVCOG Audit Reports during the agreement period. Review of such compliance to outstanding CAP will be performed prior to any future agreement negotiations.
- c. The Contractor shall establish and maintain an adequate system of internal control to ensure the efficient, proper processing and use of agreement funds. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

**6. Proof of Commercial General Liability Insurance (CGL):** Regardless of insurance source, the Contractor shall provide a certificate of insurance as stated in the General Terms and Conditions.



7. **Invoicing Requirements:** The Contractor agrees to follow the YVCOG Billing Provisions as listed on Exhibit C – Budget when requesting reimbursement.
8. **Recapture:** Any portion of the grant funds unexpended or uncommitted at the end of the grant period shall be recaptured by YVCOG.

**SCOPE OF WORK**

**PURPOSE**

The award is specific to funding building and program operations for the Generating Hope Noah's Ark Homeless Shelter to ensure that it can continue to serve the chronically homeless in Wapato on the Yakama Reservation. The funds under this program are intended to target individuals who would be homeless but for this assistance and provide them emergency bed nights, food and services.

**Permissible Activities:**

The activities associated with operating a 24-7 emergency homeless shelter are permissible. Categories of assistance include but are not limited to:

- Administrative Costs
- Payroll and taxes
- Direct Payroll Benefits
- Marketing/Communications
- Maintenance of facility
- Transportation vouchers or mileage reimbursement
- Utilities of facility
- Insurance
- Food and Supplies
- Office Expenses
- Telephone/Internet
- Financial Review

\*\*\*\*\*

**BUDGET**

**EXHIBIT C**

**Generation Hope Noah's Ark**

**BUDGET**

Shelter Operations	\$20,000
Administration	\$ 0
<b>TOTAL</b>	<b><u>\$20,000</u></b>

## Chris Wickenhagen

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**Subject:** FW: Noah's Ark stipulations - opportunity next Monday at YVCOG Exec Committee meeting

**From:** Richard Needham [mailto:RNeedham@wapato-city.org]  
**Sent:** Tuesday, July 12, 2016 3:37 PM  
**To:** Larry Mattson <larry.mattson@yvcog.org>  
**Subject:** RE: Noah's Ark stipulations - opportunity next Monday at YVCOG Exec Committee meeting

Thank you.

The concerns of the City and of the police department is that YVCOG is looking at providing public money so there should be some strings attached to insure that the funds are expended appropriately on a sustainable and safe program. I have spoken to Mayor Guzman about this and we concur that Noah's Ark would be a better asset to the community if they were to run a dry shelter. I have spoken to the Board at Noah's about this, they have refused. A year ago the City was looking at filing a nuisance complaint which largely stemmed from drunkenness issues at the shelter. Those have lessened but there still are issues on this front.

I have also spoken to the director for the Health Department. He indicates that it is not being run in accordance with health standards. The Health Department lacks regulatory authority because of the non-profit status of the shelter. Clients also complain of bed bugs and lice. I do not know if those reports from clients are accurate as I have not verified them.

I believe it is appropriate to demand the shelter be a dry shelter, this is very common at homeless shelters throughout the country. I also believe that Noah's Ark must operate according to Department of Health standards and pass periodic inspections. These are common sense conditions and should stipulated in any grant YVCOG may make to Noah's Ark.

Kindest regards,

Rick Needham  
Chief, Wapato PD

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**From:** Larry Mattson [mailto:larry.mattson@yvcog.org]  
**Sent:** Tuesday, July 12, 2016 1:30 PM  
**To:** Richard Needham <RNeedham@wapato-city.org>  
**Cc:** Lowel Krueger <Lowel.Krueger@yakimahousing.org>  
**Subject:** Noah's Ark stipulations - opportunity next Monday at YVCOG Exec Committee meeting

Hi Rick-

Lowel and I talked briefly after the meeting today about our conversations with you re: Noah's Ark. He's sorry we couldn't get to that item on the agenda before you had to leave. However, we both agreed that there's another avenue available to you if you want to pursue it.

The YVCOG Executive Committee meets on Monday, 1:30 p.m., here at our office. If you'd like to get your concerns on the record, that would be the place to do it. Alternatively, you could send me your concerns via letter or email and I'll make sure that those get in the record and in front of the committee.

Please consider this email an invitation to either attend the meeting on Monday or send your comments & concerns to me via letter/e-mail.

Thanks for attending today!

Larry Mattson  
Executive Director



**Yakima Valley Conference of Governments**

Main: 509.574.1550

Direct: 509.759.7993

Mobile: 509.833.3863

@larrymattsonian

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## SUBRECIPIENT AGREEMENT

This Agreement is entered into the City of Union Gap ("Local Government") and the Yakima Valley Conference of Governments ("Subrecipient") with respect to the Local Governments Comprehensive Plan Update Project ("Project").

### RECITALS

- A. Washington State Department of Commerce (Commerce) is authorized by the federal Department of Housing and Urban Development (HUD) to administer funds for selected units of local government for the purpose of carrying out projects under the Washington State Community Development Block Grant (CDBG) Program. CDBG programs shall be undertaken and administered in accordance with applicable local, state and federal laws, regulations and policies; and
- B. Local Government has applied for and received a Planning-Only Grant Contract through CDBG Program for the purpose of updating its Comprehensive Plan in accordance with Growth Management Act (GMA) ("Project"). The award is referenced as Contract No. 15-62210-048 (CFDA 14.228), to fund the Project with Federal Award Identification Number B-15-DC-53-001 ("Control Grant"); and
- C. Local Government has requested that Subrecipient undertake certain aspects of the Project as more particularly set forth herein and Subrecipient is prepared to provide assistance and undertake such work.
- D. As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local CDBG project;

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE.** It is the purpose and intent of this Agreement to designate and assign to Subrecipient responsibilities as more particularly set forth herein and in Contract Grant for the Project described in CDBG Award (Contract No. 15-62210-048) as approved and funded by Commerce. **Exhibit 1.** Under this Agreement, Local Government is still responsible for the overall administration and monitoring of the use of the CDBG funds in accordance with program requirements. Local Government and Subrecipient shall work cooperatively in meeting requirement and work contemplated by Grant Contract.
2. **SCOPE OF SERVICES.**
  - A. **Local Government Responsibilities.** The Local Government is responsible for administration of the CDBG contract, and ensuring CDBG funds are used in accordance with all program requirements [(24 CFR 570.501(b))] and its CDBG contract with Commerce referenced above. The Local Government shall provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives tasks and Project outcomes contemplated by CDBG Contract set forth in this Agreement.

Local Government shall be responsible for completing the following tasks and objectives of the Project:

#### Principal Tasks

- Review and comment on draft project materials in a timely fashion
- Schedule timely meetings for review of draft project materials

- Coordinate with Subrecipient in a timely fashion with respect to information acquisition, study structures, review processes' and other contract components
- Provide city-specific information as reasonable or necessary for project completion

B. *Subrecipient Responsibilities.* Subrecipient shall be responsible for satisfactory and proper completion of Project tasks as more particularly set forth in **Attachment #1 Budget and Scope of Work**. Project work is intended to result in GMA requirement for periodic updates with major components including update to Local Government's Comprehensive Park Plan, data collection/analysis and mapping support of GMA review and update, development regulation review and update, and critical area review and update. Subrecipient will periodically meet with the Local Government to review the status of these tasks.

3. TIME OF PERFORMANCE. The effective date of this Agreement will be the date the parties sign and complete execution of this agreement and will be in effect for the time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets.
4. AGREEMENT REPRESENTATIVES. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Subrecipient:

Name of Representative: Shawn Conrad  
 Mailing Address: 311 N. 4<sup>th</sup> Street Suite 204  
 City, State and Zip Code: Yakima, WA 98901  
 Telephone Number: (509) 574-1550  
 Fax: (509) 574-1551  
 E-mail Address: shawn.conrad@yvcog.org

B. Local Government :

Name of Representative: David Spurlock  
 Title: Deputy Director, Public Works and Community Development  
 Mailing Address: 3106 1st Street  
 City, State and Zip Code: Union Gap, WA 98902  
 Telephone Number: (509) 574-7893  
 Fax Number: (509) 248-6494  
 E-mail Address: [ugplanner@cityofuniongap.com](mailto:ugplanner@cityofuniongap.com)

5. BUDGET. An estimated budget for Project tasks is set forth in **Attachment #1, Budget and Scope of Work**. Local Government will pass through to the Subrecipient no more than \$21,030 in CDBG funds for eligible incurred costs and expenses for the Project according to the attached budget.

Indirect Cost Rate if the Subrecipient chooses to charge Indirect under this grant, the Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

"Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, and rental costs.

Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its CDBG contract with Commerce and then approved in writing by the Local Government and the Subrecipient.

6. PAYMENT. The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in Contract grant §§4.

Reimbursement under this agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual cash requirements necessary to carry out the purposes of the Agreement.

It is understood that this Agreement is funded in whole or in part with CDBG funds through the Washington State CDBG Program as administered by Commerce and is subject to applicable state and federal regulations and.

7. PERFORMANCE MONITORING. Local Government will monitor and track Subrecipient performance, review payment requests for applicable costs, manage the timely pass-through of CDBG funds, oversee compliance with CDBG requirements, and ensure compliance with recordkeeping and audit requirements.

Local Government shall identify in writing any matters of substandard performance. If corrective action is not taken by the Subrecipient within a reasonable period of time Local Government may initiate contract suspension or termination procedures.

8. GENERAL CONDITIONS

- A. *General Compliance.* Subrecipient shall comply with applicable laws and regulations including the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG).
- B. *CDBG National Objective.* Subrecipient certifies the activities carried out under this Agreement meet a CDBG Program National Objective defined in 24 CFR 570.208.
- C. *Independent Contractor.* Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Local Government shall not be responsible for payment of Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, incurred by Subrecipient with respect to services provided hereunder.
- D. *Hold Harmless.* Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.



- E. *Funding Source Recognition.* The Subrecipient will insure recognition of the roles of Commerce, the WA State CDBG program, and the Local Government in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- F. *Amendments.* The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body.
- G. *Suspension or Termination.* Local Government may suspend or terminate this Agreement in accordance with 2 CFR 200.338 and 200.339 if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
  - 1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
  - 2. Failure to fulfill in a timely and proper manner its obligations under this Agreement.
  - 3. Improper use of funds provided under this Agreement; or
  - 4. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience in accordance with applicable law.

## 9. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

Subrecipient shall comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

#### 3. Duplication of Costs

Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

### B. Documentation and Record Keeping.

#### 1. *Records to Be Maintained.*

Subrecipient shall maintain all records required by or specified in 24 CFR 570.506 and those records described in the CDBG Management Handbook. Such records will include but not be limited to:

- a. Records providing a full description of each activity assisted (or being assisted) with CDBG funds;
- b. Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 as it relates to the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the citizen participation requirements prescribed in 24 CFR Part 91, Subpart B or in 24 CFR Part 91, Subpart C;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
- g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to CDBG-funded construction projects; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. *Access to Records and Retention.*

Local Government, Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers and records of the Subrecipient that are directly pertinent to the contract for the purposes of making audit, examination, excerpts and transcriptions.

All such records and all other records pertinent to this agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will request a longer period of record retention.

3. *Audits and Inspections.*

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CRF 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting.

Subrecipient shall provide in a timely manner such reports as may be required under the CDBG Contract or applicable law.

10. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

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

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

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

Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible

opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. The Subrecipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The Subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

C. Conduct

1. Assignability

Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government and Commerce.

2. Conflict of Interest

No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the

planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

Subrecipient shall to abide by the provisions of 24 CFR 200.318 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
- c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the Local Government and/or Commerce reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

12. PERFORMANCE WAIVER

The Local Government's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

The attachments to this Agreement are identified as follows: Attachment #1, Budget and Scope of Work.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this agreement as of the date and year last written below.

City of Union Gap

Yakima Valley Conference of Governments

By: 

By: \_\_\_\_\_

Title: INTERIM CITY MANAGER

Title: \_\_\_\_\_

Date: 7/13/10

Date: \_\_\_\_\_

Approved As To Form:



Attorney

**Attachment #1**  
**Budget and Scope of Work**  
**City of Union Gap GMA Periodic Update**

	Tasks	Estimated Hours		
		<u>Planner</u>	<u>GIS Mgr</u>	<u>Est. Cost</u>
<b>Parks and Recreation Plan Update</b>				
<i>Survey</i>	Develop community survey	6		\$405
	Score and compile results	8		\$540
<i>Data Collection</i>	Update Census Data	8		\$540
	Visit Parks - take inventory and pictures**	10		\$670
<i>Plan Draft</i>	Introduction Chapter	3		\$200
	Description of Planning Area	9		\$603
	Existing Recreation Areas and Facilities	10		\$670
	Goals, Objectives, and Policies	10		\$670
	Demand and Needs Analysis	10		\$670
	Capital Improvement Program**	9		\$603
	Public Involvement	5		\$335
	Appendices	4		\$270
<i>Maps</i>	Update all plan maps	4	10	\$1,060
<i>Public Review of Draft</i>	Provide copies of the draft plan for public review/staff at least one workshop	5		\$335
<i>Public Process</i>	Staff Park Board meeting to present draft plan	2		\$134
	SEPA Checklist preparation and process**	2		\$135
	Submission of final draft to RCO for review	2		\$135
<i>Revisions</i>	Draft revisions based on Public Process, SEPA, and RCO input	8		\$540
<i>Final Draft/Adoption</i>	Prepare final draft for City Council	2		\$135
	Draft Resolution to adopt plan	2		\$135
	Attend final City Council meeting for adoption	2		\$135
	Complete RCO Self-Certification of final adopted plan and submit to RCO	1		\$70
<i>Subtotal Hours and Cost</i>		7		\$8,990

**GMA Periodic Update**

<i>Land Use Element</i>	Data collection, mapping, GIS analysis	15	30	\$3,420
<i>Housing Element</i>	Data collection, mapping, GIS analysis	15	25	\$3,000
<i>Transportation Element</i>	Review and update; complete traffic count	50	10	\$4,070
<i>Critical Areas Ordinance</i>	Review and update for GMA compliance	20	25	\$3,340
<i>Development regulations</i>	Review and update for GMA compliance	20		\$1,300
<i>Public process</i>	Draft citizen participation plan; staff 3 Planning Commission meetings to present Transportation Element, development regulations update, CAO update; draft adoption ordinance; draft SEPA checklist	14		\$780
	<i>Subtotal Hours and Cost</i>	<i>134</i>	<i>90</i>	<i>\$15,910</i>

<i>Program Administration</i>	Contract billing/admin for 14 months			\$4,620
	Mileage			\$100
	Copies			\$100
	<i>Subtotal Hours and Cost</i>			<i>\$4,820</i>

**TOTAL \$29,720**

1 Transportation Elements to be completed at no charge using YVCOG MPO funds.

2 YVCOG Project Administration costs to be paid by City of Union Gap.



1

2

Total	\$29,720
Minus admin/trans/travel/copies	\$20,830
Minus admin	\$25,100
Minus admin/trans	\$21,030



Washington State Auditor's Office

Government that works for citizens

**Accountability Audit Report**  
**Yakima Valley Conference of**  
**Governments**

**Yakima County**

**For the period January 1, 2013 through December 31, 2015**

**Published July 7, 2016**

**Report No. 1017065**





## Washington State Auditor's Office

July 7, 2016

Executive Board  
Yakima Valley Conference of Governments  
Yakima, Washington

### Report on Accountability

Thank you for the opportunity to work with you to promote accountability, integrity and openness in government. The State Auditor's Office takes seriously our role of providing state and local governments with assurance and accountability as the independent auditor of public accounts. In this way, we strive to help government work better, cost less, deliver higher value and earn greater public trust.

Independent audits provide essential accountability and transparency for Conference operations. This information is valuable to management, the governing body and public stakeholders when assessing the government's stewardship of public resources.

The attached comprises our report on the Conference's compliance and safeguarding of public resources. Our independent audit report describes the overall results and conclusions for areas we examined. We appreciate the opportunity to work with your staff and we value your cooperation during the audit.

Sincerely,

A handwritten signature in black ink that reads "Troy X Kelley".

TROY KELLEY  
STATE AUDITOR  
OLYMPIA, WA

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Insurance Building, P O Box 40021 □ Olympia, Washington 98504-0021 □ (360) 902-0370 □ TDD Relay (800) 833-6388

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## AUDIT SUMMARY

### Results in brief

In the areas we audited, Conference operations complied with applicable requirements and provided adequate safeguarding of public resources. The Conference also complied with state laws and regulations and its own policies and procedures in the areas we examined.

### About the audit

This report contains the results of our independent accountability audit of the Yakima Valley Conference of Governments from January 1, 2013 through December 31, 2015.

Management is responsible for ensuring compliance and adequate safeguarding of public resources from fraud, loss or abuse. This includes the design, implementation and maintenance of internal controls relevant to these objectives.

Our audit involved performing procedures to obtain evidence about the Conference's uses of public resources, compliance with state laws and regulations and its own policies and procedures, and internal controls over such matters.

In keeping with general auditing practices, we do not examine every transaction, activity or area. Instead, the areas examined were those representing the highest risk of fraud, loss, abuse, or noncompliance. The following areas were examined during this audit period:

- Open Public Meetings Act
- General disbursements
- Credit card use
- Travel advances
- Contracts
- Billings and receivables

## INFORMATION ABOUT THE CONFERENCE

The Yakima Valley Conference of Governments was organized in 1966 to provide technical assistance to member governments for growth management planning, grant writing and administration, housing rehabilitation, regional transportation and traffic safety. The Conference is made up of several government entities within Yakima County, including the City of Yakima and Yakima County.

An elected, seven-member Executive Board governs the Conference. The Executive Board appoints an Executive Director to oversee the Conference's daily operations as well as its 11 full-time employees. For 2013, 2014 and 2015, the Conference operated on annual budgets of approximately \$780,000, \$705,000 and \$1,080,000, respectively.

<b>Contact information related to this report</b>	
Address:	Yakima Valley Conference of Governments 311 N. 4th Street Suite 204 Yakima, WA 98901
Contact:	Christina Wickenhagen, Deputy Director
Telephone:	(509) 574-1550
Website:	<a href="http://www.yvcog.org">www.yvcog.org</a>

*Information current as of report publish date.*

### **Audit history**

You can find current and past audit reports for the Yakima Valley Conference of Governments at <http://portal.sao.wa.gov/ReportSearch>.

## ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the state's Constitution and is part of the executive branch of state government. The State Auditor is elected by the citizens of Washington and serves four-year terms.

We work with our audit clients and citizens to achieve our vision of government that works for citizens, by helping governments work better, cost less, deliver higher value, and earn greater public trust.

In fulfilling our mission to hold state and local governments accountable for the use of public resources, we also hold ourselves accountable by continually improving our audit quality and operational efficiency and developing highly engaged and committed employees.

As an elected agency, the State Auditor's Office has the independence necessary to objectively perform audits and investigations. Our audits are designed to comply with professional standards as well as to satisfy the requirements of federal, state, and local laws.

Our audits look at financial information and compliance with state, federal and local laws on the part of all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits of state agencies and local governments as well as fraud, state whistleblower and citizen hotline investigations.

The results of our work are widely distributed through a variety of reports, which are available on our website and through our free, electronic subscription service.

We take our role as partners in accountability seriously, and provide training and technical assistance to governments, and have an extensive quality assurance program.

<b>Contact information for the State Auditor's Office</b>	
<b>Public Records requests</b>	<a href="mailto:PublicRecords@sao.wa.gov">PublicRecords@sao.wa.gov</a>
<b>Main telephone</b>	(360) 902-0370
<b>Toll-free Citizen Hotline</b>	(866) 902-3900
<b>Website</b>	<a href="http://www.sao.wa.gov">www.sao.wa.gov</a>

**YVCOG Executive Committee Meeting July 18, 2016  
PRELIMINARY BUDGET REPORT  
June 2016**

Prepared By Christina Wickenhagen, Deputy Director

<b>REVENUES RECEIVED:</b>		<b>2015 TOTAL</b>	<b>2016</b>
January		\$ 139,242.72	\$ 85,638.48
February		\$ 8,458.67	\$ 112,354.71
March		\$ 122,787.20	\$ 202,376.73
April		\$ 88,696.32	\$ 108,418.53
May		\$ 73,382.91	\$ 120,008.63
June		\$ 27,377.24	\$ 58,623.14
July		\$ 153,299.59	\$ -
August		\$ 18,103.44	\$ -
September		\$ 111,391.18	\$ -
October		\$ 96,570.50	\$ -
November		\$ 141,987.62	\$ -
December		\$ 100,389.56	\$ -
<b>Total Revenue MTD (through June)</b>		<b>\$ 459,945.06</b>	<b>\$ 687,420.22</b>
<b>Total Revenue YTD</b>		<b>\$ 1,081,686.95</b>	<b>\$ 687,420.22</b>
<b>EXPENDITURES:</b>			
<b>Salaries</b>	January	\$ 44,902.46	\$ 64,453.00
	February	\$ 44,973.88	\$ 64,428.77
	March	\$ 45,466.69	\$ 65,621.22
	April	\$ 45,405.04	\$ 64,674.51
	May	\$ 45,262.88	\$ 64,982.08
	June	\$ 45,405.04	\$ 65,012.35
	July	\$ 56,908.71	\$ -
	August	\$ 57,255.46	\$ -
	September	\$ 55,885.22	\$ -
	October	\$ 60,384.15	\$ -
	November	\$ 60,993.62	\$ -
	December	\$ 60,750.91	\$ -
<b>Total Salaries MTD (through June)</b>		<b>\$ 271,415.99</b>	<b>\$ 389,151.93</b>
<b>Total Salaries YTD</b>		<b>\$ 623,594.06</b>	<b>\$ 389,151.93</b>
<b>Vouchers</b>	January	\$ 37,102.55	\$ 58,972.77
	February	\$ 27,281.15	\$ 56,876.72
	March	\$ 28,564.67	\$ 45,097.15
	April	\$ 25,014.46	\$ 46,943.47
	May	\$ 37,301.64	\$ 34,790.03
	June	\$ 33,450.80	\$ 45,778.90
	July	\$ 31,814.70	\$ -
	August	\$ 30,891.38	\$ -
	September	\$ 39,898.68	\$ -
	October	\$ 35,370.69	\$ -
	November	\$ 34,022.79	\$ -
	December	\$ 28,643.22	\$ -
<b>Total Vouchers MTD (through June)</b>		<b>\$ 188,715.27</b>	<b>\$ 288,459.04</b>
<b>Total Vouchers YTD</b>		<b>\$ 389,356.71</b>	<b>\$ 288,459.04</b>
<b>TOTAL EXPENDITURES MTD (through June)</b>		<b>\$460,131.26</b>	<b>\$677,610.97</b>
<b>TOTAL EXPENDITURES YTD</b>		<b>\$1,012,950.77</b>	<b>\$677,610.97</b>
<b>Revenue Balance</b>		<b>\$68,736.18</b>	<b>\$9,809.25</b>

**MONTHLY CASH FLOW (estimate)**

Salaries	\$ 65,012.35	REIMB (SAL)	\$ 48,888.42	ADMIN	\$ 18,323.93
Vouchers	\$ 45,778.90	REIMBURSED	\$ 37,653.12	ADMIN	\$ 8,125.78

S:\FINANCE\BUDGETS\2016\Monthly Reports\Budget Report 2016.xlsx



**2016**  
**Yakima Valley Conference of Governments**  
**REVENUE Budget**

50%

GL Codes	Sub-Departments Grants/Contracts	June	YTD Actual Revenue	2016 Budget	Year-to-Date \$ Variance	Year-to-Date % Variance
615 308 000 01	Beginning Fund Bal-Designated **			195,000.00 **	195,000.00	
	<b>Administration</b>					
615 100 368.5	Admin-Gen'l Assessment	-	73,769.00	114,986.00	41,217.00	64%
615 100 369.9	Admin-Misc Revenue (copies, posters)	3,000.00	3,115.20	300.00	-2,815.20	1038%
615 100 345.8	Admin-Assoc Membership Fees	50.00	150.00	300.00	150.00	50%
100 369 10 001	Sale of Scrap & Junk		386.55	400.00 *	13.45	97%
	<b>Total Administration</b>	<b>3,050.00</b>	<b>77,420.75</b>	<b>115,986.00</b>	<b>38,565.25</b>	<b>87%</b>
615 100 337.X	Intergov-Local Match WSDOT	-	39,412.00	39,412.00	0.00	100%
615 100 368.5	Intergov -Local Transit	-	6,000.00	6,000.00	0.00	100%
	<b>Total Intergov-Local</b>	<b>-</b>	<b>45,412.00</b>	<b>45,412.00</b>	<b>0.00</b>	<b>100%</b>
615 210 333	STP - Fed Hwy Admin WSDOT	4,595.23	16,048.34	25,000.00	8,951.66	64%
	<b>MPO/RTPO</b>					
350 333 20 205	FHWA-DOT-Metro Plan (PL)	19,971.11	81,117.24	350,000.00	268,882.76	23%
350 333 20 505	FTA-DOT-Metro Plan Grant	-	80,978.81	70,000.00	-10,978.81	116%
350 334	RTPO-WSDOT	7,010.52	68,562.65	87,000.00	28,437.35	71%
	<b>Total MPO/RTPO</b>	<b>26,981.63</b>	<b>230,658.70</b>	<b>517,000.00</b>	<b>286,341.30</b>	<b>45%</b>
615 440 334	CTR - Plans & Progr WSDOT	-	41,920.95	75,000.00	33,079.05	56%
615 445 333	CMAQ Grant	13,905.75	58,582.52	103,750.00	45,167.48	56%
600 333 66 468	Dept of Health Grant N1557	1,437.95	4,749.38	30,000.00 *	25,250.62	18%
610 333 66 468	Dept of Health Grant N1558	2,152.66	6,206.48	30,000.00 *	23,793.52	21%
700 345 69 003	Homeless PSA	-	131,615.58	600,000.00	468,384.42	22%
615 100 337.1	Intergov-Scholarship	-	195.00	500.00	305.00	39%
615 5XX 345.8	Intergov Serv-Exec Boards (TA Contr)			72,600.00 *		
	Member TA's 2015	-	1,909.98			
	Grandview TA 2016	-	88.33			
	Grandview GMA PSA	1,306.43	5,535.74			
	Granger TA 2016	600.31	1,198.68			
	Granger GMA PSA	581.93	4,504.76			
	Harrah PSA 2014	-	-			
	Mabton TA 2016	-	4,288.27			
	Mabton GMA PSA	-	3,230.54			
	Moxee TA 2016	-	-			
	Naches TA 2016	-	-			
	Naches GMA PSA	825.17	7,578.24			
	Selah TA 2016	-	-			
	Selah GMA PSA	-	3,721.51			
	Tieton TA 2016	887.15	882.83			
	Toppenish TA 2016	-	1,419.87			
	Union Gap TA 2016	-	1,412.87			
	Wapato TA 2016	2,298.93	4,456.46			
	Wapato Parks PSA	-	3,259.11			
	Wapato CDBG Grant PSA	-	1,960.08			
	YC HOME Cons PSA 15-19	-	140.17			
	Yakima Community Foundation	-	27,000.00			
	<b>Total TA Contracts</b>	<b>6,498.92</b>	<b>72,687.52</b>	<b>72,600.00</b>	<b>-87.52</b>	<b>100%</b>
	<b>Total Revenue</b>	<b>58,623.14</b>	<b>685,497.22</b>	<b>1,615,248.00</b>	<b>\$ 412,322.22</b>	<b>42%</b>

\* Denotes budget amendment

2016  
Yakima Valley Conference of Governments  
**EXPENDITURE Budget**

50%

GL Code & Description	June	YTD Actual	2016 Budget	Annual \$ Variance	YTD % Variance
<b>Salaries</b>	\$ -				
10-001 Salaries and Wages	\$ 65,012.35	\$ 389,151.93	\$ 831,000.00 *	47% \$	441,848.07
10-002 Salaries-Overtime	\$ -	\$ -	\$ 8,000.00	0% \$	8,000.00
10-003 Salaries-Extra Help	\$ -	\$ -	\$ -	0% \$	-
<b>Salaries</b>	\$ 65,012.35	\$ 389,151.93	\$ 839,000.00	46% \$	449,848.07
<b>Personnel Benefits</b>					
20-002 Benefits-Direct	\$ 21,426.18	\$ 139,500.62	\$ 290,000.00 *	48% \$	150,499.38
<b>Personnel Benefits</b>	\$ 21,426.18	\$ 139,500.62	\$ 290,000.00	48% \$	150,499.38
<b>Supplies</b>					
31-001 Office & Operating Supplies	\$ 1,469.32	\$ 16,612.30	\$ 44,000.00	38% \$	27,387.70
35-001 Small Tools and Minor Equip	\$ 231.27	\$ 10,642.76	\$ 19,000.00	56% \$	8,357.24
35-002 Computer Software	\$ -	\$ -	\$ 8,000.00	0% \$	8,000.00
35-090 Small & Attractive Items	\$ -	\$ -	\$ 5,000.00	0% \$	5,000.00
<b>Supplies</b>	\$ 1,700.59	\$ 27,255.06	\$ 76,000.00	36% \$	48,744.94
<b>Other Services-Charges</b>					
41-001 Professional Services	\$ 10,055.81	\$ 34,301.63	\$ 99,866.00 *	34% \$	65,564.37
Prof Serv-Purchasing	\$ -	\$ 2,292.27	\$ -	#DIV/0!	\$ (2,292.27)
41-092 Prof Serv-Tech Services	\$ 1,200.65	\$ 6,003.25	\$ 14,500.00 *	41% \$	8,496.75
42-001 Communications-Telephone	\$ 782.55	\$ 4,687.53	\$ 10,800.00	43% \$	6,112.47
42-002 Communication-Postage	\$ 61.96	\$ 413.54	\$ 3,500.00	12% \$	3,086.46
43-001 Travel	\$ 3,893.03	\$ 13,896.53	\$ 80,000.00	17% \$	66,103.47
44-001 Advertising	\$ 232.20	\$ 3,014.74	\$ 12,000.00	25% \$	8,985.26
45-001 Operating Rentals and Leases	\$ 4,770.34	\$ 33,554.19	\$ 97,000.00 *	35% \$	63,445.81
46-001 Insurance	\$ -	\$ 5,317.00	\$ 6,100.00	87% \$	783.00
47-001 Utility Services	\$ 11.47	\$ 68.26	\$ 250.00 *	27% \$	181.74
48-001 Repair and Maintenance	\$ 529.73	\$ 2,302.23	\$ 5,500.00 -	42% \$	3,197.77
49-001 Misc. (registrations, dues, subscriptions)	\$ 1,114.39	\$ 21,159.69	\$ 80,500.00	26% \$	59,340.31
<b>Other Services - Charges</b>	\$ 22,652.13	\$ 127,010.86	\$ 410,016.00	31% \$	283,005.14
<b>Debt Services-Interest</b>					
81-001 Interest	\$ -	\$ -	\$ 200.00	\$	200.00
<b>Debt Service - Interest</b>	\$ -	\$ -	\$ 200.00	\$	200.00
<b>Total Expenditure</b>	<b>\$ 110,791.25</b>	<b>\$ 682,918.47</b>	<b>\$ 1,615,216.00 \$ -</b>	<b>42% \$</b>	<b>932,297.53</b>

2015-16 Cash Flow Statement  
Yakima Valley Conference of Governments  
Fiduciary

(Cash Basis Accounting)	June	July	August	September	October	November	December	Y County	Jan	Feb	March	April	May	June
Yakima County Treasurer Key Bank Custodial Account														
Beginning cash	\$319,486.15	\$287,987.55	\$332,563.73	\$282,761.99	\$278,127.63	\$278,843.29	\$325,914.50	\$325,914.50	\$259,820.08	\$296,112.97	\$395,846.66	\$383,112.48	\$402,687.53	
Fed Hwy Admin-WISDOT STP					10,144.07	11,434.21	6,328.76		1,256.97	828.89	1,828.00	2,552.48	4,595.23	
FHWA DOT-Metro Plan Grant		81,302.12		57,008.97	23,074.41	19,587.73			47,695.75			0.00	19,971.11	
FTA-DOT-Metro Plan Grant										31,089.44	28,550.31	21,259.06		
DOT-RTPO & RTPO Long Range		21,522.41		4,802.47	5,298.24	18,527.51			29,540.83	8,343.17	9,438.69	10,130.88	7,010.52	
CMAQ Plans & Programs	3,824.62	6,616.76	9,559.83	7,495.45	12,361.81	9,454.29	6,277.33		6,003.36	6,102.11	5,972.76	6,081.09	13,905.75	
DOT - CTR	12,596.91	9,108.42												
Dept Health Grant													7,365.25	
Active Communities Grant		83.58												
Intergov Serv-Exec Boards (TA C	10,805.71	4,804.92	8,493.61	42,086.29	35,220.47	72,544.22	78,329.18		9,929.91	78,782.22	51,838.10	55,794.58	6,489.92	
Intergov County/City Share-gen assess		29,689.00			10,471.50				48,735.75	-1,083.00	10,720.25			
Intergov-Local Match WISDOT									38,679.00	-880.00				
Intergov-Local FTA (Yakima Transit)														
Intergov-Scholarship													195.00	
Misc Revenue-copies, posters		24.38				30.46			38.30	14.32	50.00		18.76	
Associate Membership Fees	50.00	50.00	50.00										50.00	
Scrap & Junk														
Non-revenue														
Expense Revenue Noted Back		1,756.99					12,181.98		56,409.83		22.40			
Total Receipts	\$27,377.24	\$155,059.58	\$181,103.44	\$111,381.18	\$86,570.50	\$141,987.82	\$112,571.54	\$0.00	\$168,764.84	\$200,453.73	\$108,418.53	\$120,008.63	\$59,823.14	
Available Cash	\$346,863.39	\$423,044.13	\$350,667.17	\$374,153.17	\$374,698.13	\$420,930.91	\$438,496.04	\$420,930.91	\$420,584.72	\$498,586.70	\$484,285.19	\$503,121.11	\$481,290.67	
Use of Funds														
Salaries	45,405.04	56,908.71	57,255.46	55,705.23	60,792.28	60,993.62	0.00		64,428.77	65,621.22	64,674.51	64,982.08	65,012.35	
Personnel Benefits	14,125.08	18,416.00	17,719.09	19,430.48	23,272.46	20,117.30	0.00		34,884.63	21,581.89	21,357.02	21,412.82	21,428.18	
Supplies	1,118.88	1,784.89	2,012.65	4,360.39	1,749.95	1,388.34	1,279.24		1,803.38	8,190.63	11,188.21	3,078.00	1,700.59	
Other Services	18,208.84	13,370.80	10,917.98	16,529.43	9,940.17	12,537.15	7,169.38		31,231.71	15,324.63	14,388.24	10,301.21	22,652.13	
Custodial Account							280,000.00							
Debt Service - Interest									123.26	1.67	-485.27	701.47		
Total Cash Out	78,855.84	90,480.40	87,805.18	96,025.54	95,754.84	96,018.41	288,388.82		132,471.75	110,720.04	111,152.71	100,450.58	110,791.25	
Net Cash Flow	\$267,987.55	\$332,563.73	\$262,781.99	\$278,127.63	\$278,943.29	\$325,914.50	\$150,097.42	\$296,112.97	\$395,846.66	\$383,112.48	\$402,687.53	\$350,489.42		

SAFINANCEBUDGETIS2016Monthly Report\Cash Flow 2016 CW.xlsx 7/13/2016

**PROPOSED - YAKIMA VALLEY CONFERENCE OF GOVERNMENTS  
FY2017 Budget Schedule**

***July 18, 2016 (Monday) – Executive Committee Meeting***

- YVCOG Executive Committee (Regular Meeting) appoints Budget Subcommittee.
- Reviews current budget report.
- Schedules Budget Amendments as necessary.
- YVCOG Executive Committee adopts 2017 Budget and Election Schedules.

***July 25 – August 5, 2016 – Prepare Preliminary Budget***

***August 10, 2016 (Wednesday) – Budget Subcommittee Meeting (10:00 a.m.)***

- Budget Subcommittee meets with Staff to review preliminary 2017 draft budget.

***August 15, 2016 (Monday) – Review Draft Budget***

- Executive Committee (Regular Meeting) reviews 2017 draft budget and gives direction for preparation of recommended budget.

***September 6, 2016 (Tuesday) - Staff***

- Draft 2017 Preliminary Budget mailed to Executive Committee.

***September 19, 2016 (Monday) – Executive Committee Meeting***

- Executive Committee (Regular Meeting) approves recommended budget.

***September 26, 2016 (Monday) – Staff***

- By this date, staff forwards recommended budget to member jurisdictions for review.

***October 19, 2016 (Wednesday) – General Membership Meeting***

- Vote by General Membership to adopt 2017 Budget by Resolution.

***October 21, 2016 (Friday) – Staff***

- Mail adopted 2017 Budget and General Assessment letters to Member Jurisdictions.

***December 30, 2016 (Friday) – General Membership***

- Deadline for all member jurisdictions to respond, in writing, as to their membership status for 2017 at the approved specified per capita assessment.