

**AGREEMENT BETWEEN
YAKIMA VALLEY CONFERENCE OF GOVERNEMENTS
AND
CITY OF YAKIMA
IN CONJUNCTION WITH PROGRAM YEAR 2018 for the
HOMELESS HOUSING AND ASSISTANCE FUND (HHAF)**

1. Grantee CITY OF YAKIMA		2. Contract Amount \$50,000	3. Tax ID # 91-6001293
4. Grantee's Authorized Representative Scott Schafer, Director of Public Works 129 N. 2 nd Street Yakima, WA 98901		5. YVCOG Program Representative Crystal Testerman, Program Manager 311 N. 4 th Street, Ste. 204 Yakima, WA 98901	
6. Grantee's Financial Representative Jeanne Thompson 129 N. 2 nd Street Yakima, WA 98901		7. YVCOG's Contract Representative Lance Larsen, Financial Coordinator 311 N. 4 th Street, Ste. 204 Yakima, WA 98901	
8. Contract #/Project Type: COY – Capital 2018-2019 – Electrical Capital Improvement Project		9. CONTRACT START DATE August 20, 2018	10. CONTRACT END DATE August 20, 2019
11. Original Grant Amount \$50,000	12. Modification Amount	14. Funding Authority Local Surcharge Filing Fees (2163)	
13. TOTAL CONTRACT AMOUNT \$50,000		15. State/Federal BARS code 071-713-514-40-x13	16. CFDA # N/A
17. Grantee Selection Process: (check all that apply) <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-Approved by Funder Other:		18. Grantee Type: (check all that apply) <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Contractor <input type="checkbox"/> Subrecipient <input type="checkbox"/> Non-Profit	
Grant Purpose: This award is to fund the installation of water and sewer utilities on city-owned property for the purpose of serving a temporary homeless encampment. Funded projects will support Yakima County's 5-Year Homeless Plan to Make Homelessness Brief and Rare through innovative practices that limit barriers to entry and prioritize unsheltered clients.			
Y V C O G and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) Project Scope of Work, (3) Guidelines for Homeless Housing and Assistance Fund (HHAF)			

(FACE SHEET)

This Contract contains the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.

CITY OF YAKIMA

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

Cliff Mowen

Grantee Authorized Agent

John P. Restucci 10/3/18
James A Restucci, Chairman Date

9/26/18

Date

Lauris C. Mattson 2 Oct. 2018
Lauris C. Mattson, Executive Director Date

CITY CONTRACT NO: 2018-171
RESOLUTION NO: R-2018-095

Attest:

Attest:

Doug Clarke

City Representative



Jodi Smith

Jodi Smith, Office & Comm. Specialist

Approved as to form:

[Signature]
YVOOG Attorney
WSBA#

TERMS AND CONDITIONS

SECTION NO. 1: PERFORMANCE

The GRANTEE will be responsible for administering **the Capital Improvement Project for Permanent Electrical Service Installation** in a manner satisfactory to the YVCOG, and in accordance with the GRANTEE's Project Scope of Work submitted to the Yakima Valley Conference of Governments (YVCOG), as well as the Yakima County 5-Year Homeless Plan incorporated herein by reference.

All parties acknowledge that this is a first phase of a two-phase project to ultimately bring utilities to a piece of land owned by the City of Yakima which could serve as a location for a permanent low barrier emergency homeless shelter or other type of homeless shelter in the future. This contract covers the design and construction of phase 1. Phase 2 construction may be covered in a separate agreement when necessary.

It is the intent of the YVCOG to continue funding for this project for the term of this Agreement based upon funding availability and entirely contingent upon receipt of Local grant funds specifically allowed for this project.

A. PROJECT DELIVERY

The GRANTEE agrees to provide the following Project services:

<u>Project Description:</u>	Electrical Service Installation
<u>Project Type:</u>	Capital Improvement

SECTION NO. 2: TIME OF PERFORMANCE

The term of this Agreement shall commence as of the date printed on the FACE SHEET and shall terminate on the date printed on the FACE SHEET, unless terminated sooner, or extended by agreement of the parties.

SECTION NO. 3: BUDGET

The budget is **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000)** through **August 20, 2019**.

<u>Category</u>	<u>Amount</u>
Admin	\$3,000
Capital Expense	\$47,000
TOTAL	\$50,000

SECTION NO. 4: PAYMENT

YVCOG shall **reimburse** GRANTEE for all things necessary, or incidental to the performance of services as set forth in Section No. 1 of this Agreement.

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

SECTION NO. 5: NOTICES

A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as afore said shall be effective on the date of delivery. All notices and other written communications under this

Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice between the YVCOG and GRANTEE.

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

SECTION NO. 6: LOCATION OF PROJECT

Capital Improvement Project is for the purpose of serving homeless clients in the City of Yakima at the location:

Beginning at the Southwest Corner of Tract 40, as described on Record of Survey, recorded under Auditors File No. 7718968, records of Yakima County, Washington; thence N 0°15'41" E 75 feet; thence S 89°44'19" E 10 feet, to the point of True Beginning; thence N 0°15'41" E 345 feet; thence S 89°44'19" E 280 feet; thence S 0°15'41" W 345 feet; thence N 89°44'19" W 280 feet, plus or minus, to the point of True Beginning

SECTION NO. 7: GENERAL CONDITIONS

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the activities to be funded under this Agreement.

Such applicable records shall include, but not be limited to:

- a. All records and documents for expenses incurred and work undertaken for the project.
- b. All documents, records and certifications regarding compliance with bid, prevailing wage, and other applicable conditions or requirements governing the public work and project.
- c. Other records necessary to properly and thoroughly document compliance.

2) Retention

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

B. "INDEPENDENT CONTRACTOR"

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

C. WORKERS' COMPENSATION.

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

F. AMENDMENTS/MODIFICATION.

The YVCOG or GRANTEE may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and executed with the same formality as this Agreement, in writing and signed by a

duly authorized representative of each PARTY. Such amendments shall not invalidate this Agreement, nor relieve, or release the PARTIES from obligations under this Agreement.

G. SUSPENSION OR TERMINATION.

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

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time; and
- b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement; and
- c. Ineffective or improper use of funds provided under this Agreement; and/or
- d. Submission by the GRANTEE to the YVCOG reports that are incorrect or incomplete in any material respect.

H. REPORTING AND PAYMENT PROCEDURES.

1) Indirect Costs

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

2) Payment Procedures

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

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

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

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

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

- a. The GRANTEE agrees that funds determined by the YVCOG to be surplus upon completion of the Agreement will be subject to cancellation by the YVCOG;
- b. The YVCOG shall be relieved of any obligation for payments if funds allocated to the YVCOG cease to be available for any cause other than misfeasance of the YVCOG itself; and
- c. The YVCOG reserves the right to withhold payments pending timely delivery of Program reports or documents as may be required under this Agreement.

I. CONTRACT MANAGEMENT STANDARDS.

The GRANTEE shall maintain accurate records to account for its expenditures and program performance. The YVCOG designee may inspect and audit all records and materials associated with this Agreement and the GRANTEE shall make such available upon request.

J. INTERNAL AUDITING CONTROL.

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

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

K. NONDISCRIMINATION.

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

L. COMPLIANCE WITH LAWS.

Each party shall comply with all applicable federal, state and local laws, regulations, and Executive Orders applicable to the subject matter of this Agreement, which are incorporated by reference into this Agreement. Compliance requirements specifically include payment of prevailing rate of wage in accordance with provisions of RCW Ch. 39.12, as applicable.

M. ASSIGNMENTS.

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

N. NON-WAIVER.

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

SECTION NO. 8: SEVERABILITY

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

SECTION NO. 9: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION NO. 10: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the YVCOG and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the YVCOG and the GRANTEE with respect to the subject matter of this Agreement.

SECTION NO.11: ANTI-KICKBACK

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

SECTION NO.12: CONSTRUAL

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



DEPARTMENT OF PUBLIC WORKS
2301 Fruitvale Blvd., Yakima, Washington 98902
Phone (509) 575-6005

CAMP HOPE - 2300 E. Birch S

08/28/18 Updated site plan delivered to the following for bids.

1. A.T. Electric Tim @ 985-9890
2. M.H. Electric. Scott @ 452-6039 cell 985-6627 (re-bid)
3. Greenwald Elect. Chad @ 949-8223
4. Knobel's Electric. Steve @ 452-9157
5. Primary Electric. Ken @ 945-0574

Notes: All bids are based on the following.

1. Install 400 amp Service (42 circuits).
2. Hook-up office. 240V, 50amp. Re-connecting electrical panel.
3. (3) Tiny home's. 240V, 50amp. Install (3) R.V. receptacles.
4. Mobile kitchen. 240V, 50amp. Install R.V. receptacle.
5. Laundry / Baths. 240V, 100amp. Install electrical panel.
6. Grinder Pump. 240V, 30amp. Direct feed.
7. Seven power feeds, with light. 120V, 20amp. Post mount 2 receptacles, GFCI protected inside 7 tents. *
8. Set utility pole (N.E.Corner) with area light.

- Notes:
1. City of Yakima's "small works roster".
 2. Pacific Power provided "General Service Contract" on Sept. 05 2018. *
 3. Asterisk (*) indicates an updated change.

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COMMERCIAL GENERAL LIABILITY

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured's.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Further, YVCOG previously provided funding to the temporary encampment's operator, TYT, in the 2018 RFP funding cycle. No other sites requested or received funding as part of that cycle.

4. TIMELINE & DELIVERABLES: Please describe in detail the projected timeline for project completion and proposed deliverables.

The City of Yakima executed a contract with HLA, a private civil engineering firm to prepare the engineering plans and specifications for extension of public water and sewer facilities to the existing temporary encampment on June 5, 2018. The engineering project is underway at this time. Preliminary estimates indicate the project costs will be approximately \$260,000. However, actual project plans and estimates are not yet available. Construction bid documents are expected by early September, with a bid award in mid-September. An installation contractor should be in place in October, with the work starting in mid-October.

The project includes four components:

1. Extension of a public water line from Viola Avenue to the encampment;
2. Extension of a public sewer line and installation of a grinder pump/mini-lift station to service the camp;
3. Service plans to extend the public water and sewer lines to the north for future development northeast of the existing encampment.
4. Connections from the public mains to the kitchen and bath facilities. The cost of these private lines has not yet been estimated.

5. D) POTENTIAL BARRIERS: Describe any potential barriers to achieving project completion and strategy for overcoming these barriers in order to meet the proposed timeline.

The installation of water and sewer is expected in 4th quarter 2018. At this time, we do not know what impediments may delay that schedule. No installation contractor has been selected, nor have parts been ordered. The sewer line lift station/grinder pump is expected to be a pre-assembled small component. If the engineering plans indicate that a larger, custom designed facility is necessary, there will be a delay in installation. If early winter weather is severe, it may delay installation.

The encampment operators (TYT) have worked with the City of Yakima to make sure installation of the utilities will have the least disruption to the existing encampment by anticipating the location of service lines inside the camp and planning around them. Living adjacent to a construction site can be hazardous and disruptive. Both TYT and the City of Yakima are working to minimize the disturbance and maximize safety.

6. CAPITAL IMPROVEMENT: Please attach a copy of the zoning approval or city council approval allowing a temporary homeless encampment at the site of water and sewer utility installation.

The encampment site is fully recognized by the City of Yakima as a Faith Based temporary encampment, as authorized under RCW 35.21.915. The following five Resolutions adopted by the City of Yakima are of record and may be provided in full to the RFP Committee if requested:

- R-2017-042, adopted March 21, 2017,
- R-2017-129, adopted October 17, 2017,
- R-2018-045, adopted May 15, 2018.
- R-2018-64 and R-2018-065 adopted June 5, 2018

Budget

CAPITAL IMPROVEMENT PROJECT BUDGET	This Request	Other Federal	Other State/Local	Private or Other	TOTAL
Design & Inspection			USD\$ 50,000.00		USD\$ 0.00
Project Manager/Consultants	USD\$ 0.00		USD\$ 20,000.00		USD\$ 0.00
Relocation Costs (if applicable)					USD\$ 0.00
Title Insurance					USD\$ 0.00
Environmental Review					USD\$ 0.00
Permits & Fees					USD\$ 0.00
Land Acquisition					USD\$ 0.00
Site Development & Landscape					USD\$ 0.00

Utilities	USD\$ 200,000.00	USD\$ 0.00	USD\$ 30,000.00	USD\$ 0.00
Other: In-kind				USD\$ 130,000.00
Total	USD\$ 200,000.00	USD\$ 0.00	USD\$ 100,000.00	USD\$ 130,000.00

Budget Narrative

As stated previously in this application, the engineering cost estimates for water and sewer extensions, as well as the on-site services have not yet been developed. We anticipate, based on preliminary information the total engineering costs will be approximately \$260,000. All connection fees and permit fees will be covered by this project.

However, a contingency budget must be part of this estimate, since parts, and installation costs are not known at this time. Additionally, this contract will also provide the on-site installation of private water and sewer connections to the bath houses and the kitchen. This was not part of the original concept, but it will provide the most expedient method of accomplishing the goal of providing public utilities to the encampment. The requested \$200,000 is a supplemental request to the \$100,000 approved by the YVCOG Executive Committee on May 31, 2018, for a total requested appropriation of \$300,000.

The City of Yakima has provided in excess of \$130,000 as in-kind value. The land is a no-cost lease to TYT. Staff time for this project has also been at no cost.

Documents

Documents Requested *	Required?	Attached Documents *
Verification and Signature (2018 RFP APPLICATION COVER SHEET) download template	✓	Yakima Submittal letter Water and Sewer Extension
Project Map/Program Service Area	✓	Map of Camp Hope utilities
General Liability Insurance Certificate	✓	City of Yakima Insurance Certificate
Agency's Audit Report for the most recent Fiscal Year	✓	2016 CAPER
Other relevant documentation		

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 121833

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