

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

<b>1. Grantee</b> CITY OF YAKIMA		<b>2. Contract Amount</b> \$200,000	<b>3. Tax ID #</b> 91-6001293
<b>4. Grantee's Authorized Representative</b> Scott Schafer, Director of Public Works 129 N. 2 <sup>nd</sup> Street Yakima, WA 98901		<b>5. YVCOG Program Representative</b> Crystal Testerman, Program Manager 311 N. 4 <sup>th</sup> Street, Ste. 204 Yakima, WA 98901	
<b>6. Grantee's Financial Representative</b> Jeanne Thompson 129 N. 2 <sup>nd</sup> Street Yakima, WA 98901		<b>7. YVCOG's Contract Representative</b> Lance Larsen, Financial Coordinator 311 N. 4 <sup>th</sup> Street, Ste. 204 Yakima, WA 98901	
<b>8. Contract #/Project Type:</b> COY – Capital 2018-2019 – Utilities 2 Capital Improvement Project		<b>9. CONTRACT START DATE</b> August 20, 2018	<b>10. CONTRACT END DATE</b> August 20, 2019
<b>11. Original Grant Amount</b> \$200,000	<b>12. Modification Amount</b>	<b>14. Funding Authority</b> Local Surcharge Filing Fees (2163)	
<b>13. TOTAL CONTRACT AMOUNT</b> \$200,000		<b>15. State/Federal BARS code</b> 001-713-514-50-313	<b>16. CFDA #</b> N/A
<b>17. Grantee Selection Process:</b> (check all that apply) <input type="checkbox"/> Sole Source <input type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-Approved by Funder <input checked="" type="checkbox"/> Other: RFQ		<b>18. Grantee Type:</b> (check all that apply) <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Contractor <input type="checkbox"/> Subrecipient <input type="checkbox"/> Non-Profit	
<b>Grant Purpose:</b> 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**

Chiff Murray  
Grantee Authorized Agent

[Signature] 28 AUG 2018  
James A Restucci, Chairman Date

Aug 22, 2018  
Date

[Signature] 30 Aug 2018  
Lauris C. Mattson, Executive Director Date

**Attest:**

**Attest:**

[Signature]  
City Representative



CITY CONTRACT NO: 2018-148  
RESOLUTION NO: R-2018-045

[Signature]  
Jodi Smith, Office & Comm. Specialist

**Approved as to form:**

[Signature]  
YVCOG Attorney  
WSBA#

## TERMS AND CONDITIONS

### **SECTION NO. 1: PERFORMANCE**

The GRANTEE will be responsible for administering **the Capital Improvement Project for Permanent Water/Sewer Service Installation** in a manner satisfactory to the YVCOG, and in accordance with the GRANTEE's Project Scope of Work as outlined in the Request for Qualifications (RFQ), 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 water and sewer 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 State and Local grant funds specifically allowed for this project.

#### **A. PROGRAM DELIVERY**

The GRANTEE agrees to provide the following Program services:

<b><i>Project Description:</i></b>	Water/Sewer Service Installation
<b><i>Project Type:</i></b>	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 initial budget is **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000)** through **August 20, 2019**.

<b><u>Category</u></b>	<b><u>Amount</u></b>
Admin (Indirect)	\$12,000
Capital Expense	\$188,000
<b>TOTAL</b>	<b>\$200,000</b>

### **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.

**RESOLUTION NO. R-2018-095**

**A RESOLUTION** authorizing a contract with YVCOG for \$200,000 to extend utilities to Camp Hope and up to \$50,000 to install electrical service to same

**WHEREAS**, the City of Yakima currently leases for a temporary homeless encampment pursuant to a lease agreement entered into between the City and Transform Yakima Together outlining the terms and conditions of the use of the property; and

**WHEREAS**, the property is not currently serviced by public water or sewer or electricity and Transform Yakima Together has requested assistance to provide the services to the encampment to improve sanitation, public safety and quality of life for residents; and

**WHEREAS** the Yakima City Council previously authorized a contract with YVCOG for \$100,000 to be used for the design and engineering plans for the public utility extensions in Resolution R-2018-064, on July 10, 2018. The additional \$200,000 is required for the physical installation of water and sewer services; and

**WHEREAS** Camp Hope is not currently connected to electrical power and is operating on generator power. YVCOG has indicated the willingness to provide up to \$50,000 to the City of Yakima as land owner of Camp Hope for the installation of electrical services; and

**WHEREAS**, the City of Yakima agrees to coordinate and oversee the design, construction and installation of water, sewer and electrical services to Camp Hope as the property owner and municipal;

**WHEREAS** Resolution R-2018-064 states that the previous contract with YVCOG will be amended to increase the as the funds are available once the design of the system is finished and a more accurate estimate of service installation is available; and

**WHEREAS**, the City Council of the City of Yakima finds that it is in the best interests of the City and its residents to approve the amendments to the lease; now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:**

The Yakima City Council authorizes the City Manager to sign the contracts with YVCOG for \$200,000 to install public water and sewer, as well as an agreement to spend up to \$50,000 for electrical services to the temporary homeless camp on city owned property.

**ADOPTED BY THE CITY COUNCIL** this 21<sup>st</sup> day of August, 2018.

ATTEST:

/s/ Kathy Coffey

Kathy Coffey, Mayor

/s/ Sonya Claar Tee

Sonya Claar Tee, City Clerk