



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Kimberly Ruelas
 Department: Human Services
 Requested Agenda Date: January 14, 2025
 Presenting: Lance Larsen

Board of County Commissioners Record Assigned

BOCC Agreement

073-2025

Yakima County, WA

Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☒ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER _____

Document Title:

Yakama Nation Extreme Winter Weather Shelter 2025 Contract Modification 1 (YN-EWWS-2025-MOD1)

Background Information:

Yakama Nation was awarded \$250,000 for their year 1 Extreme Winter Weather Shelter contract. This modification increases their year 1 award by \$58,960 bringing the total to \$308,960 and leaving year 2 unchanged. The additional funding is one-time award, granted by the State Department of Commerce to address the impact of inflation.

Describe Fiscal Impact:

\$58,960 from July 1st, 2024, through June 30th, 2025

Summary & Recommendation:

Recommend to approve.

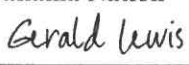
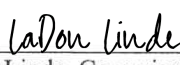
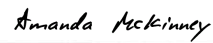
Esther Magasis

Department Head/Elected Official Signature

DC

Corporate Counsel Initial (for Agreements Only)

HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A ☒ SUBRECIPIENT ☐ VENDOR		CONTRACT NUMBER: YN-EWWS-2025-MOD1	
1. NAME/ADDRESS: Yakama Nation UEI: Q4EDSUR34U61 Merida Kipp, Deputy Director Merida.kipp@yakama.com PO Box 151 Toppenish, WA 98951	2. ORIGINAL CONTRACT AMOUNT: \$250,000	5. PREVIOUS CONTRACT AMOUNT: \$250,000	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT: \$58,960	
	4. TOTAL CONTRACT AMOUNT:	7. NEW TOTAL CONTRACT AMOUNT: \$308,960	
8. CONTACT: Jenece Howe, Program Manager 508 West 1 Avenue Toppenish, WA 98951 (509) 831-6561 jenece_howe@yakama.com	9. COUNTY PROGRAM CONTACT: Yakima County Human Services Melissa Holm, Grant Manager 223 N 1st Street Yakima, WA 98901-2639 (509) 865-5005 Melissa.Holm@co.yakima.wa.us	10. COUNTY FISCAL CONTACT: Yakima County Human Services Kimberly Ruelas, Accountant II 223 N 1st Street Yakima, WA 98901-2639 (509) 823-8881 kimberly.ruelas@co.yakima.wa.us	
11. CONTRACT START DATE: July 1, 2024		12. CONTRACT END DATE: June 30, 2025	
13. FUNDING AUTHORITY: Washington State Department of Commerce Consolidated Homeless Grant/ Local Housing Fees 2163		14. INDIRECT RATE: N/A	
15. CFDA NUMBER(s): N/A		16. CFDA TITLE(S): N/A	
17. MODIFICATION PURPOSE: To change funding amounts, to address the impact of inflation funds.			
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: ☒ Exhibits (specify): EXHIBIT A – Special Terms & Performance Measures EXHIBIT B – Budget EXHIBIT C – Insurance Certificate EXHIBIT D – Uniform Guidance EXHIBIT E – Modification 1 – General Terms and Conditions, Budget			
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.			
Yakama Nation  Gerald Lewis, Tribal Chairman 2/11/2025 Date Approved as to Form:  Deputy Prosecuting Attorney Agreement Number BOCC Agreement		BOARD OF COUNTY COMMISSIONERS  Kyle Curtis, Chair  LaDon Linde, Commissioner  Amanda McKinney, Commissioner DATED: FEB 25 2025 Attest:  Julie Lawrence, Clerk of the Board or Erin Franklin, Deputy Clerk of the Board	



073-2025

EXHIBIT E

MODIFICATION 1

This Contract is modified as follows:

GENERAL TERMS AND CONDITIONS

17. **Insurance:**

- C. In the event the insurance coverage expires or lapses, the parties agree that the contractor shall have an affirmative duty to immediately notify Yakima County of such event. The parties agree that the agreement performance shall be immediately suspended, and payments shall cease, and contractor shall have 30 calendar days to proactively provide the county with a new proof of adequate current coverage. If the contractor fails to provide adequate proof of current coverage the agreement will be terminated.

25. **Reporting Requirements:**

A repeated pattern of failure to timely and/or accurately provide HMIS Reporting information or County required reports by Contractor, may lead to termination of the agreement and debarment for future contracts with Yakima County.

32. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:

- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time;
- B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement including, but not limited to, the submission of any required documentation, certifications, or proof of compliance with contractual requirements, such as insurance certificates.
- C. Ineffective or improper use of funds provided under this Agreement; and/or
- D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
- E. Contractor's suspension, debarment, insolvency, or other actions of Contractor or Subcontractor(s) deemed to materially undermine the intent of providing services under the agreement between the parties.

If the Contractor fails to meet any obligation under this agreement the Contractor shall have thirty (30) calendar days from the date of written notice from Yakima County to remedy such deficiencies. If the Contractor fails to provide the required items within the 30-day period, the Agreement will automatically enter suspension status, during which Yakima County reserves the right to terminate the Agreement at any time;

During suspension status, Yakima County is under no obligation to release funds or provide resources under this Agreement.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

EXHIBIT B BUDGET

GRANTEE is authorized to spend no more than **THREE-HUNDRED AND EIGHT THOUSAND NINE-HUNDRED AND SIXTY AND 00/100 DOLLARS (\$308,960) FROM July 1st, 2024, through June 30th, 2025.**

Budget Category	Current Contract Amount	Modification 1	New Contract Amount
Operations	\$250,000	\$0	\$250,000
Inflation Increase	\$0	\$58,960	\$58,960
TOTAL	\$250,000	\$58,960	\$308,960

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.