



# 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 28, 2025

Presenting: Lance Larsen

Board of County Commissioners Record Assigned

#

BOCC Agreement

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Yakima County, WA

### Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER \_\_\_\_\_

### Document Title:

YWCA of Yakima Shelter 2025 Contract Modification 2 (YWCA-Shelter-2025-MOD2)

### Background Information:

YWCA of Yakima was awarded \$271,090 for their year 1 Shelter contract. This modification increases their year 1 award by \$63,930 bringing the total to \$335,020 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:

\$63,930 from July 1st, 2024, through June 30th, 2025

### Summary & Recommendation:

Recommend to approve.

Esther Magasis

DC

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

## HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR		CONTRACT NUMBER: YWCA-Shelter-2025-MOD2	
1. NAME/ADDRESS: <b>YWCA of Yakima UEN: D5SRTLW1LEU9 818 W Yakima Ave Yakima, WA 98902 (509) 248-7796 <a href="mailto:ckilty@ywcayakima.org">ckilty@ywcayakima.org</a></b>	2. ORIGINAL CONTRACT AMOUNT: <b>\$75,000</b>	5. PREVIOUS CONTRACT AMOUNT: <b>\$271,090</b>	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT: <b>\$63,930</b>	
	4. TOTAL CONTRACT AMOUNT:	7. NEW TOTAL CONTRACT AMOUNT: <b>\$335,020</b>	
8. CONTACT: <b>Cheri Kilty, Director 818 W Yakima Ave Yakima, WA 98902 (509) 248-7796 <a href="mailto:ckilty@ywcayakima.org">ckilty@ywcayakima.org</a></b>	9. COUNTY PROGRAM CONTACT: <b>Yakima County Human Services Melissa Holm, Grant Manager 223 N 1st Street Yakima, WA 98901-2639 (509) 865-5005 <a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a></b>	10. COUNTY FISCAL CONTACT: <b>Yakima County Human Services Kimberly Ruelas, Accountant II 223 N 1st Street Yakima, WA 98901-2639 (509) 823-8881 <a href="mailto:kimberly.ruelas@co.yakima.wa.us">kimberly.ruelas@co.yakima.wa.us</a></b>	
	11. CONTRACT START DATE: <b>July 1, 2024</b>	12. CONTRACT END DATE: <b>June 30, 2025</b>	
	13. FUNDING AUTHORITY: <b>Washington State Department of Commerce Consolidated Homeless Grant/ Local Housing Fees 2163</b>	14. INDIRECT RATE: <b>N/A</b>	
15. CFDA NUMBER(s): <b>N/A</b>	16. CFDA TITLE(S): <b>N/A</b>		
17. MODIFICATION PURPOSE: <b>To change funding amounts, to address the impact of inflation funds.</b>			
<b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures EXHIBIT B – Budget EXHIBIT C – Insurance Certificate EXHIBIT D – Uniform Guidance EXHIBIT E – Modification 1 EXHIBIT F – Modification 2 – General Terms and Conditions, Budget</b>			
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.			
<b>YWCA of Yakima</b> <u>Cheri Kilty</u> Cheri Kilty, Director	<b>BOARD OF COUNTY COMMISSIONERS</b> <u>Kyle Curtis</u> Kyle Curtis, Chair		
1/16/2025	<u>LaDon Linde</u> LaDon Linde, Commissioner		
Date	<u>Amanda McKinney</u> Amanda McKinney, Commissioner <b>DATED JAN 28 2025</b>		
Approved as to Form:	<u>Attest:</u>  Julie Lawrence, Clerk of the Board or Erin Franklin, Deputy Clerk of the Board		
Agreement Number	BOCC Agreement		
<b>021-2025</b>			

Yakima County, WA



## EXHIBIT F

### MODIFICATION 2

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 THIRTY-FIVE THOUSAND AND TWENTY AND 00/100 DOLLARS (\$335,020)** FROM July 1st, 2024, through June 30th, 2025.

Budget Category	Current Contract Amount	Modification 2	New Contract Amount
Administration	\$12,350	\$0	\$12,350
Operations	\$35,000	\$0	\$35,000
Facility Support	\$171,240	\$0	\$171,240
Rental Assistance	\$52,500	\$0	\$52,500
Inflation Funds	\$0	\$63,930	\$63,930
<b>TOTAL</b>	<b>\$271,090</b>	<b>\$63,930</b>	<b>\$335,020</b>

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