

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

TO: Board of County Commissioners
FROM: Greg Brotherton, County Commissioner
DATE: June 14, 2024
SUBJECT: Contracts for Leasing the American Legion Shelter

STATEMENT OF ISSUE:

The County has been working with the Marvin G. Shields Post #26 of the American Legion (Post #26) on an arrangement to for a lease and operation of the homeless shelter. The current lease with OlyCAP is set to expire on June 30, 2024. Concurrently, the County has been working with Bayside on agreement to have it operate the shelter. Post #26, the County and Bayside have come to terms on a lease and a memorandum of understanding about how the shelter should be operated (MOU).

The lease and MOU would be effective when two contingencies are satisfied: (1) A funding agreement between the County and Bayside is executed; and, (2) A conditional use permit is issued by the City of Port Townsend. The conditional use permit cannot be issued by the City, until the lease and MOU are in place.

Bayside and the County are making good progress toward a funding agreement. Bayside stepped up at the 11th hour to agree in principal to operate the shelter. But neither it nor the County can finalize a funding agreement until the details of operation are finalized in the MOU.

ANALYSIS:

The County approving and executing the lease and the MOU is the next step in the process. Bayside and Post #26 will be up next. Assuming approval and execution of the lease and the MOU by Post #26, and assuming approval and execution of the MOU by Bayside, will enable the County and Bayside to begin final negotiations on the funding agreement.

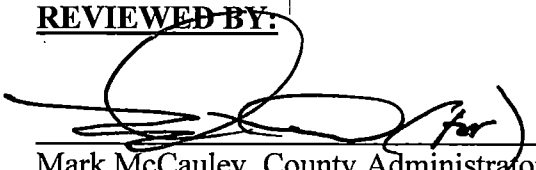
FISCAL IMPACT:

The fiscal impact of entering into the lease and MOU cannot be determined until there is a final funding agreement with Bayside. A detailed fiscal analysis of the cost of the funding agreement will be presented in any agenda request seeking approval of the funding agreement.

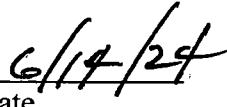
RECOMMENDATION:

Approve the attached lease and MOU.

REVIEWED BY:



Mark McCauley, County Administrator



Date



AMERICAN LEGION, MARVIN G. SHIELDS MEMORIAL POST 26
LEASE AGREEMENT

This Lease Agreement (Lease) is entered by and between, the American Legion, Marvin G. Shields Memorial Post 26 (LANDLORD) and Jefferson County, Washington (TENANT). LANDLORD and TENANT collectively are referred to as the "PARTIES."

The PARTIES agree as follows:

1. PREMISES.

- A. Premises. LANDLORD hereby leases part of the property located at: 209 Monroe St., Port Townsend, Jefferson County, Washington to TENANT shown on Exhibit A.
- B. Parking. TENANT shall be entitled to use two (2) parking space(s) for the parking of TENANT's motor vehicle(s). The parking space(s) shall be used exclusively for the parking of passenger vehicles and is not to be used for washing, painting, or servicing of vehicles. TENANT's vehicle shall occupy the parking space(s) entirely at the risk of TENANT. If TENANT should not require parking accommodation for any reason, TENANT shall not assign or sublet the parking space unless expressly granted written prior permission by LANDLORD.
- C. Utilities & Services. LANDLORD shall be responsible for paying the following utilities and services: trash and recycle removal, water and sewage, pest control, and propane service.

2. LEASE TERM. The lease shall start on July 1, 2023, and shall end on June 30, 2024.

3. PAYMENTS.

- A. For utilities or services listed in PREMISES, subparagraph C, TENANT shall reimburse LANDLORD according to the following schedule.
 - 1. Water and sewer - 75% of each month's billing;
 - 2. Garbage and recycle - 75% of each month's billing;
 - 3. Propane - 80% of each month's billing; and,
 - 4. Pest Control - 50% of each month's billing.
- B. If the Shelter is not occupied for a period greater than 30 days, TENANT shall not be assessed utilities charges.

- C. LANDLORD shall invoice TENANT for the above charges. TENANT shall pay such charges within Thirty (30) days of the date on the invoice. A 15% late fee shall be assessed for any payment received on the 31st day or later.
- D. TENANT shall pay a monthly rent of \$1,750.00 due on or before the 15th of each month. A 15% late fee shall be assessed for rent payments received after the due date. The building fire suppression system protects both LANDLORD and TENANT. Any costs or fees associated with maintenance, certification, monitoring, or repair of any part of the system shall be shared equally between the LANDLORD and TENANT. The LANDLORD and TENANT shall provide an invoice as appropriate for timely reimbursement of fees or costs. Payment for such fees or costs shall be due within Thirty (30) days of the date of the invoice. A 15% late fee shall be assessed for any payment received on the 31st day or later.

4. USE.

- A. Permitted Use. TENANT shall occupy and use the Premises consistent with the terms of any use permits issued by the City of Port Townsend to TENANT. If there is any change to the use of the Premises, TENANT must first obtain the LANDLORD's written consent.
- B. Prohibited Use. Notwithstanding anything to the contrary, TENANT is not to use the Premises for any illegal purposes, nor shall TENANT use the Premises for the storing, manufacture, selling or distribution of any dangerous, noxious, or hazardous substance. Furthermore, TENANT is also prohibited from violating the terms of any permit, house rules for residents, or the Memorandum of Understanding (MOU) between all of the PARTIES in the event of any conflict between any of those documents this lease agreement shall have priority. In the event of any violation, LANDLORD may terminate this lease agreement. The intended use is for single adults 18 years or older and legally emancipated minors.
- C. Noise. TENANT shall not cause or allow any unreasonably loud noise or activity on the Premises that might disturb the rights, comforts and conveniences of other residents or neighbors.
- D. Signage. TENANT is permitted to install and display signage that is permitted by the City of Port Townsend subject to LANDLORD's approval which shall not be unreasonably withheld.
- E. Building Rules & Regulations. LANDLORD may adopt reasonable building rules, which shall become part of this Lease.

5. ALTERATION, DAMAGE & REPAIR.

- A. Alterations and Improvements. TENANT agrees not to make any improvements or alterations to the Premises without the prior written consent of LANDLORD. If any alterations, improvements, or changes are made to or built on or around the Premises, except for fixtures and personal property that can be removed without damage to the Premises, they shall become the property of LANDLORD and shall remain at the expiration of the Lease, unless otherwise agreed to in writing.

- B. **Damage to the Premises.** If the Premises or any part of the Premises are damaged or destroyed by fire or other casualty not due to TENANT's negligence, the Rent shall be abated during the time that the Premises are rendered unfit for occupancy. If the Premises are rendered partially unfit because of damage or destruction not due to TENANT's Negligence; the Rent shall be abated in proportion to the percentage of the Premises that are and remain unfit for occupancy. If LANDLORD decides not to repair or rebuild the Premises, then this Lease shall terminate, and the Rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to TENANT.
- C. **Condition of Premises.** TENANT has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledge that the Premises are in good and acceptable condition and are fit for occupancy. If in TENANT's opinion, the condition of the Premises has changed at any time during the Lease Term, TENANT shall promptly provide reasonable notice to LANDLORD.
- D. **Maintenance and Repair.** TENANT shall, at TENANT's sole expense, keep and maintain the Premises in good, clean, and sanitary condition and repair during the term of this Lease and any renewal thereof. TENANT shall be responsible for making all repairs to the Premises, including walls, floor, ceiling, glass, windows, heating system, electrical systems, plumbing, and wiring that was installed by TENANT. Damage caused by persons residing in the shelter shall be the sole responsibility of TENANT to repair or replace. TENANT shall promptly notify LANDLORD of any damage, defect or destruction of the premise, or in the event of the failure of any of the furnace and water heaters.

6. SECURITY, INSURANCE & INDEMNIFICATION.

- A. **Security.** TENANT understands that LANDLORD does not provide a security alarm system or other security for TENANT or the Premises. TENANT releases LANDLORD from any loss, damage, claim, or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.
- B. **Insurance.** LANDLORD and TENANT shall each be responsible for maintaining appropriate insurance for their own respective interests in the Premises and property located on the Premises. TENANT understands that LANDLORD shall not provide any insurance coverage for TENANT's property. LANDLORD shall not be responsible for any loss of TENANT's property, whether by theft, fire, riots, strikes, acts of God or otherwise. It is agreed by the PARTIES that insurers shall have no right of recovery or subrogation against any other PARTY (including its agents, elected officials, employees, officers, and volunteers, and their marital communities, it being the intention of the parties that their own coverage, so affected shall protect them and shall be primary coverage for any and all losses covered by the above described insurance. Notwithstanding anything related to the foregoing, TENANT shall, at its own expense, maintain comprehensive general liability coverage with respect to its activities at the Premises. TENANT is a member of the Washington Counties Risk Pool, a joint self-Insurance program authorized by RCW 48.62.034. LANDLORD agrees that coverage provided by the Washington Counties Risk Pool in at least the amounts above satisfies any requirements of this Section 6.B.

- C. Indemnification. To the extent permitted by law, TENANT hereby indemnifies and holds LANDLORD and LANDLORD's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including TENANT, or for damage to property arising from TENANT using and occupying the Premises or from the acts or omissions of any person or persons, including TENANT, in or about the Premises with TENANT's express or implied consent, except where such loss, claim or injury is due to LANDLORD's act or negligence.
- D. Acknowledgement of LANDLORD's Operations. TENANT acknowledges Landlords' operations. LANDLORD operates a club daily and holds various functions, featuring music. TENANT are aware of and accept the resulting noise and activity from such activities.

7. POSSESSION & INSPECTION.

- A. Possession and Surrender of Premises. TENANT shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease Term, TENANT shall peaceably surrender the Premises to LANDLORD or LANDLORD's agent in as good of condition as it was at the commencement of the Lease, reasonable wear and tear excepted.
- B. Quiet Enjoyment. TENANT shall be entitled to quiet enjoyment of the Premises, and LANDLORD shall not interfere with that right if TENANT performs all obligations under this Lease.
- C. Right of Inspections. TENANT agrees to make the Premises available to LANDLORD or LANDLORD's agent(s) to inspect, to make repairs or improvements, to supply agreed services, to show the Premises to prospective buyers or tenants, or to address an emergency. Except in an emergency, LANDLORD shall give TENANT reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. TENANT shall not, without LANDLORD's prior written consent, add, alter, or rekey any locks to the Premises. At all times LANDLORD shall be provided with a key or keys capable of unlocking all such locks and permitting entry. TENANT further agrees to notify LANDLORD in writing if TENANT installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

8. DEFAULTS.

- A. Event of Default. If TENANT fails to fulfill or obey any of the covenants of this Lease, TENANT shall be in default of this Lease ("Event of Default"). During any Event of Default, subject to any statute, ordinance or law to the contrary, and upon LANDLORD serving a written seven (7) days' notice upon TENANT specifying the nature of said default and upon the expiration of said seven (7) days, if TENANT does not cure the default of which he has been notified, or if the default cannot be completely cured or remedied in seven days, LANDLORD may at LANDLORD's option: (i) cure such default and add the cost of such cure to TENANT's financial obligations under the Lease; or (ii) declare TENANT in default and terminate the Lease.

- B. Physical Remedies. If the notice provided for in paragraph A of this Section has been given, and the term shall expire as noted, or if TENANT shall make default in the payments specified in PAYMENTS, then LANDLORD may without notice, as permitted by law, re- enter the Premises either by force or otherwise, dispossess TENANT by summary proceedings or otherwise, and retake possession of the Premises. TENANT hereby waives the service of notice of intention to re-enter or institute legal proceedings to that end.
- C. Financial Remedies. In the event of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the payments shall become due thereupon and be paid up to the time of such re-entry, dispossession or expiration, together with such expenses LANDLORD may incur for legal expenses, attorneys' fees, brokerage, and/or putting the Premises in good order; (ii) LANDLORD may re-let the Premises or any part or parts thereof; or (iii) TENANT shall also pay LANDLORD liquidated damages for his failure to observe and perform the covenants in this Lease.

9. ASSIGNMENT & SUBORDINATION.

- A. Assignment by TENANT. TENANT shall not assign or sublet any interest in this Lease without prior written consent of the LANDLORD, which consent shall not be unreasonably withheld. Any assignment or sublease without LANDLORD's written prior consent shall, at LANDLORD's option, terminate this Lease.
- B. Assignment by LANDLORD. Nothing in this Lease shall restrict the LANDLORD's ability to sell, assign, convey or otherwise encumber the Premises, subject only to the rights of the TENANT under this Lease.
- C. Subordination. This lease is and shall be subordinate in all respects to all mortgages now or hereafter placed on the Premises, and all extensions, renewals, or modifications thereof. TENANT agrees to promptly execute any instruments of subordination as may be requested.

10. EMINENT DOMAIN AND EXPROPRIATION.

- A. If during the term of this Lease, title is taken to the whole or any part of the Premises by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of any of the PARTIES, does not leave a sufficient remainder to constitute an economically viable building, any of the PARTIES may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority.
- B. Upon such taking, TENANT shall immediately deliver up possession of the Premises.
- C. In the event of any such taking, TENANT shall have no claim upon the County for the value of its property or the unexpired portion of the term of this Lease, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively.

- D. If an award of compensation made to the County specifically includes an award for TENANT, the County shall account for that award to TENANT and vice versa.

11. CONDEMNATION.

- A. A condemnation of the TENANT improvements or any portion of the Premises shall result in termination of this Lease.
- B. LANDLORD shall receive the total of any consequential damages awarded because of the condemnation proceedings.
- C. In the event of any such condemnation, TENANT shall have no claim upon LANDLORD for the value of its property or the unexpired portion of the term of this Lease, but the PARTIES shall each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively.
- D. If an award of compensation made to LANDLORD specifically includes an award for TENANT, the County shall account for that award to TENANT and vice versa.

- 12. FORCE MAJEURE.** If the LANDLORD or TENANT will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other PARTY's delay in providing approvals as required in this Lease, strikes, labor troubles, third-party lockouts, inability to procure materials or services, power failure, restrictive governmental laws or regulations, fire, flood, earthquake, lightning, storm, acts of God or our country's enemies, riots, insurrection, sabotage, rebellion, war or other reasons of like nature beyond the reasonable control of the PARTY delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such PARTY uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

- 13. TAXES.** LANDLORD shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Property, and all personal property taxes with respect to LANDLORD's personal property, if any, on the Premises. TENANT shall be responsible for paying all personal property taxes with respect to TENANT's personal property at the Premises. TENANT is a governmental entity that does not pay taxes.

- 14. PERFORMANCE UPON DEFAULT.** If either PARTY fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the other PARTY may, but shall not be obliged to, at its discretion and without prejudice, rectify the default of that PARTY. Each PARTY shall have the right to enter this Premises for the purpose of correcting or remedying any default of the other PARTY and to remain until the default has been corrected or remedied; however, any expenditure by such PARTY incurred in any correction of a default of the other

PARTY will not be deemed to waive or release such default or the PARTY's right to take any action as may be otherwise permissible under this Lease in the case of any default.

15. CONDITION PRECEDENT TO EFFECTIVENESS OF THIS LEASE. This Lease is contingent upon written approval by the Jefferson County Board of Commissioners.

16. JURISDICTION AND VENUE. Should any of the PARTIES bring any legal action, each PARTY in such action shall bear the cost of its own attorney's fees and court costs. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

17. BINDING ON SUCCESSORS AND ASSIGNS. The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of all of the PARTIES.

18. MATERIAL TERMS. For the avoidance of doubt, all terms, conditions, and representations of this Lease are material terms.

19. TIME IS OF THE ESSENCE. Time is of the essence in this Lease.

20. AMENDMENT OF THIS LEASE. Any amendment or modification of this Lease or additional obligation assumed by any of the PARTIES to this Lease in connection with this Lease shall only be binding if evidenced in writing signed by each PARTY or an authorized representative of each PARTY.

21. REPRESENTATIONS. The PARTIES shall represent to each other that each PARTY has the necessary authority to enter into the transaction contemplated by this Lease.

22. CONTINGENCIES.

A. Funding Agreement Contingency. This Lease is contingent upon the execution of a funding agreement for operation of the Shelter between TENANT and a third-party shelter operator.

B. This Lease is contingent upon the City of Port Townsend issuing a conditional use permit for operation of Shelter.

23. MISCELLANEOUS.

A. Severability. If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

B. Binding Effect. The covenants and conditions contained in the Lease shall apply to and bind the PARTIES and the heirs, legal representatives, successors, and permitted assigns of the PARTIES.

- C. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.
- D. **Entire Agreement.** This Lease constitutes the entire agreement between the PARTIES and supersedes any prior understanding or representation of any kind preceding the date of this Lease. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both LANDLORD and TENANT.
- E. **Notice.** Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to TENANT, at c/o County Administrator, P.O. Box 1220, Port Townsend, WA 98368 and if to LANDLORD, at 209 Monroe St. Port Townsend, WA. 98368. Either PARTY may change such addresses from time to time by providing written notice as set forth above.
- F. **Waiver.** The failure of either PARTY to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that PARTY's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of payments by LANDLORD does not waive LANDLORD's right to enforce any provisions of this Lease.

24. ADDITIONAL TERMS AND CONDITIONS.

The PARTIES agree to the following additional terms contained in the exhibits listed below:

Exhibit B: Memorandum of Understanding; and,

Exhibit C: City of Port Townsend Conditional Use Permit

Termination shall be in writing and effective when TENANT sends notice to LANDLORD. This lease is not renegotiable at its expiration.

(SIGNATURES APPEAR ON THE NEXT PAGE)

IN WITNESS WHEREOF: the PARTIES have caused this Lease to be executed on the day and year as indicated in the Section **Lease Term**.

TENANT

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Chair Date

By: _____
Greg Brotherton, Commissioner Date

By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway, CMC Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

LANDLORD

**AMERICAN LEGION MARVIN G.
SHIELDS MEMORIAL POST #26**

By: _____
Andrew Ranson, Commander Date

BAYSIDE HOUSING AND SERVICES

By: _____
Signature

Name: _____

Title: _____

Date: _____

EXHIBIT A

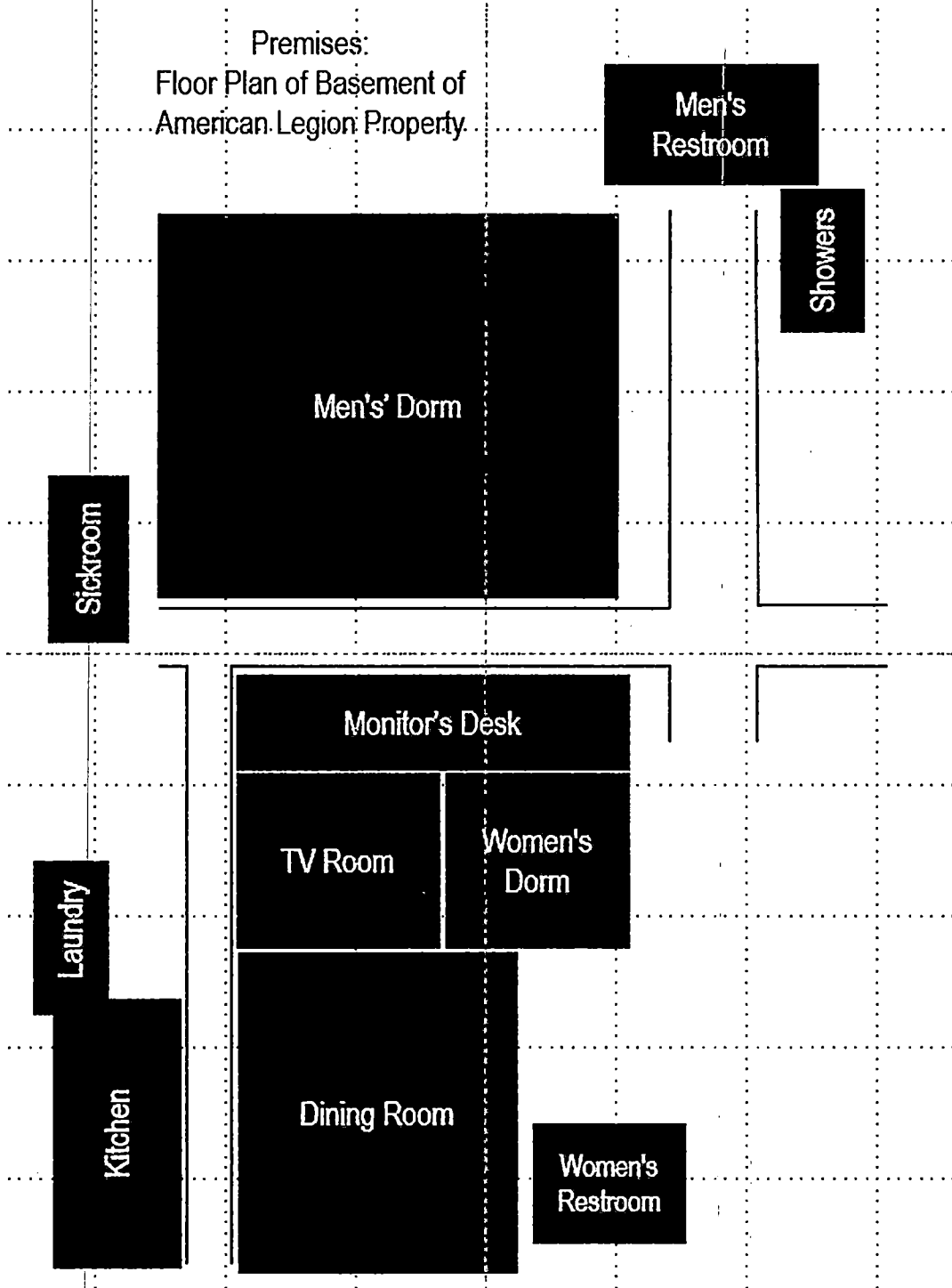


EXHIBIT B

MEMORANDUM OF UNDERSTANDING BETWEEN AMERICAN LEGION, MARVIN G. SHIELDS MEMORIAL POST #26, JEFFERSON COUNTY AND BAYSIDE HOUSING AND SERVICES

1. PURPOSE

This Memorandum of Understanding (MOU) provides an operational framework between the Port Townsend American Legion Marvin G. Shields Memorial Post #26 ("Post #26"), Bayside Housing and Services (UBI No: 603 435 297, "Bayside") and Jefferson County that shall support operations of a shelter for homeless persons.

Post #26, as Landlord and Jefferson County, as lessee, agree to allow Bayside to operate a homeless shelter at 209 A, Monroe Street, Port Townsend, Washington.

Bayside agrees to assume operational responsibility of a shelter for homeless persons at the aforementioned address. Jefferson County agrees to provide overall stewardship of the shelter to include:

- Abiding by the terms of the lease to be entered into between Post #26 and Jefferson County
- Ensuring that Bayside operates the shelter in accordance with this MOU
- Funding shelter operations pursuant to a budget agreed upon by Bayside and Jefferson County

This MOU is not a lease agreement. This MOU is subordinate to terms and conditions of the lease agreement between Post 26 and Jefferson County for property located at 209 A, Monroe Street, Port Townsend, WA.

2. TERM OF MOU

July 1, 2024 through July 1, 2025, unless terminated sooner by mutual agreement.

3. RESIDENT ELIGIBILITY

Shelter services shall be exclusive to persons 18 years of age and older who are living in places commonly considered unsafe and/or not meant for human habitation. All shelter residents must be a United States military veteran, a vulnerable adult, a cognitively and/or physically disabled person, or age 65 and older, and/or a victim of violent crime - domestic violence.

All guests must meet the definition of homeless in RCW 43.185C.010(12), "Homeless person" means an individual living outside or in a building not meant for human habitation or which they have no legal right to occupy, in an emergency shelter, or in a temporary housing program which may include a transitional and supportive housing program if habitation time limits. This definition includes substance abusers, people with mental illness, and sex offenders who are homeless."

Known convicted sex offenders shall be prohibited as guests at the Shelter.

Priority Shelter placement shall be provided to:

- United States Military Veterans
- Physically Disabled Persons
- Person's age of 65 or older
- Victims of domestic violence

Persons under the age of 18 shall be excluded from Shelter property during all hours of operation. It is Bayside's sole responsibility to screen, admit, or deny occupancy to persons seeking shelter.

4. CAPACITY

- 22 Unrestricted Beds
- 2 Sick/Special Use Beds
- 4 Set-Aside Beds for local residents (Jefferson, Clallam, Kitsap Counties)
- 4 Overflow
- 32 Maximum occupancy

Decisions regarding exceeding occupancy standards during extreme weather or natural disaster are the sole responsibility of Bayside. Under no circumstances shall occupancy exceed that allowed under the Building Code (48 persons).

5. STAFFING

- Bayside shall provide paid staffing for all periods of Shelter operation.
- The Shelter shall be attended during all periods of residential occupancy.
- A volunteer advisory board shall be established to make recommendations on operations and shall include, at minimum, one representative each from the County, Post #26 and Bayside. The County shall staff the formation of the advisory board.

6. SCHEDULE

The Shelter shall be operated year-round. The Shelter hours of operation shall be established annually by consensus of all parties to this MOU. The Shelter, upon occasion, may be used during non-residential hours as a social service access site, such as a warming center.

7. MEAL SERVICE

Food service will be provided for at least one meal per day.

8. PARKING

No guest parking shall be permitted on Post #26 property.

Paid and volunteer staff may utilize Post #26 property for parking of no more than two vehicles.

9. MEDIA

Media contact regarding the Shelter operations shall be limited to designated the County, Bayside and/or Post #26 personnel.

10. NO ILLEGAL DISCRIMINATION.

The County, Bayside and Post #26 shall not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, sexual orientation, or any physical or sensory disability in violation of federal or Washington law.

11. OPERATIONAL MODEL

The Shelter will utilize a "Clean and Sober" operational model. Bayside shall develop best management practices for the model and shall train staff and volunteers on the best management practices.

12. PERMITTING AND LICENSING

Bayside shall secure all necessary permits and licensing associated with Shelter operations.

13. TERMINATION OF SERVICE

Bayside solely reserves the right to refuse shelter services.

Any shelter guest may be refused shelter access and/or required to leave the Shelter and associated property upon demand.

Only the Bayside, or designee, may refuse or terminate shelter services.

Bayside shall develop a grievance policy that shall be made available to all guests.

Shelter Management shall notify, in a timely manner, Post #26's designated personnel of adverse guest actions and other conditions/situations that may affect Post #26 operations, facilities, or business operations.

14. DISPUTE RESOLUTION

All disputes between parties hereto should be resolved in a cooperative manner and at the point of dispute whenever possible.

Disputes that require a higher level of review shall be submitted to designated Bayside and/or Post #26 personnel for consideration and action.

15. ORGANIZATIONAL RESPONSIBILITIES

Jefferson County

- Exercise overall stewardship of the shelter.
- Ensure compliance with the term of the lease between Post #26 and Jefferson County.
- Fully fund shelter operations at a level agreed to between Bayside and Jefferson County.

Bayside

- Coordination of Shelter operations
- Volunteer recruitment
- Volunteer management, including training, certification and supervision
- Volunteer assignment/hours
- Oversight of food preparation
- Facilitate monthly advisory board meetings
- Preparation of demographic and other necessary reports
- Secure necessary permits and certifications
- Outreach material development and distribution
- Administration of cash and in-kind donations
- Insure safe operational standards are being observed at all times
- Promote residential confidentiality
- Recruit, hire, train and supervise paid Shelter staff
- Maintain all records and required documentation associated with Shelter operations
- Support guest's right to confidentiality
- Insure operational integrity of the Shelter program

- Insure safe operational standards are being observed
- Enforce Shelter Rules (below)
- Insure a safe environment for residents, staff, volunteers and guests is maintained at all times
- Complete minor maintenance and janitorial services as necessary
- Insure compliance with the terms of the Shelter Lease Agreement
- Post #26 and Jefferson County shall be included as additional insured to Bayside insurance coverage

Post 26

- Responsible for items enumerated in the Lease agreement
- Manage property in a manner that provides safe and sanitary conditions
- Notify Shelter staff regarding use matters, including advance notice of events that may temporarily interrupt the quiet enjoyment of the Shelter

(SIGNATURES APPEAR ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Chair Date

By: _____
Greg Brotherton, Commissioner Date

By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway, CMC Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

**AMERICAN LEGION MARVIN G.
SHIELDS MEMORIAL POST #26**

By: _____
Andrew Ranson, Commander Date

BAYSIDE HOUSING AND SERVICES

By: _____
Signature

Name: _____

Title: _____

Date: _____

SHELTER RULES

Exhibit C:

City of Port Townsend Conditional Use Permit

TO BE ADDED WHEN ISSUED BY THE CITY OF PORT TOWNSEND