

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Jefferson County Board of Commissioners

FROM: Carolyn Gallaway, Clerk of the Board

DATE: June 16, 2025

SUBJECT: AGREEMENT, Amendment No. 1 re: Jefferson County
Emergency Shelter Lease; Extension of contract

STATEMENT OF ISSUE:

As a result of community and housing providers input, County staff reached out to the American Legion to request an extension to our lease for the Emergency Shelter.

ANALYSIS:

The amendment will extend the Lease Term from July 1, 2025 until December 31, 2025, and effective January 1, 2026, the lease will convert to a "month by month" basis until June 30, 2026. The tenant will provide the operators of the Jefferson County Emergency Shelter (JCES) some system to verify that clients of the JCES are not convicted sexual predators. This system must be met with the approval of the landlord.

FISCAL IMPACT:

\$1,750 per month, Non Departmental Fund 270

RECOMMENDATION:

Approve the attached amendment.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: The American Legion - Marvin G. Shields Memorial Post 26 Contract No: LEGION-amend1

Contract For: Amendment re: Landlord/Tenant Agreement Term: Through 12/31/25 with option to extend

COUNTY DEPARTMENT: County Administrator's Office

Contact Person: Carolyn Gallaway

Contact Phone: 360-385-9122

Contact email: carolyn@co.jefferson.wa.us

AMOUNT: \$1,750/month

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # _____

Munis Org/Obj _____

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Carolyn Gallaway
Signature

6/12/25
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Carolyn Gallaway
Signature

6/12/25
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 6/12/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 6/12/2025.
Amendment No. 1 extended the term of the lease and following expiration, will become month-to-month. Original attached. No PAO signature line. PAO added.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



The American Legion Marvin G. Shields Memorial Post 26

Addendum

The American Legion Marvin G. Shields Memorial Post 26 (landlord) agrees to extend the lease with Jefferson County, Washington (tenant) for use of the basement at 209 Monroe Street, Port Townsend, Washington as the Jefferson County Emergency Shelter (JCES).

All terms of the lease shall remain unchanged with the following exceptions:

- 1) This Addendum extends the Lease Term from July 1, 2025 until December 31, 2025.
- 2) Effective January 1, 2026, the lease will convert to a "month by month" basis until June 30, 2026.
- 3) The tenant will provide the operators of the JCES some system to verify that clients of the JCES are not convicted sexual predators. This system must be met with the approval of the landlord.

Landlord

Tenant

Andrew Ranson, Commander

American Legion

Marvin G, Shields Memorial Post 26

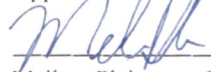
Date: _____

Representing

Jefferson County, Washington

Date: _____

Approved as to form only:



Melissa Pleimann, Civil Deputy Prosecuting Attorney

209 Monroe Street
Port Townsend, WA 98368
(360)385-3454 ★ www.ptal26.org

He died as he lived. For his friends



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 may collectively be 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.
- 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) will 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 will 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 will start on July 1, 2024, and will end on June 30, 2025.

3. PAYMENTS.

- A. For utilities or services listed in PREMISES, subparagraph C Tenant shall re-imburse 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
 - 4. Pest Control - 50% of each month's billing
- B. If the JCES is not occupied for a period greater than 30 days, the Tenant shall not be assessed utilities charges.
- C. Landlord shall invoice Tenant for the charges. Tenant shall pay such charges within Thirty (30) days of the date on the invoice. A 15% late fee will be assessed for any payment received on the 31st day or later.

- D. The Tenant shall pay a monthly rent of \$1,750.00 due on or before the 15th of each month. A 15% late fee will be assessed for rental payments received after the due date.
- E. 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 will be shared equally between the Landlord and Tenant. The Landlord and Tenant will provide an invoice as appropriate for timely reimbursement of fees or costs. Payment for such fees or costs will be due within Thirty (30) days of the date of the invoice. A 15% late fee will be assessed for any payment received on the 31st day or later.

4. USE.

- A. Permitted Use. The tenant shall occupy and use the Premises consistent with the terms of any use permits issued by the City of Port Townsend to the tenant expressly for the purpose of operating the Jefferson County Emergency Shelter (JCES). If there is any change to the use of the Premises, the 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 will 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 parties in the event of any conflict between any of those documents this lease agreement shall have priority. In the event of any violation the 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 members of Post 26, 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 will 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 will 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 will be abated in proportion to the percentage of the Premises that are and remain unfit for occupancy. If the 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.** Tenants have 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 will, 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. The 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 tenants. Damage caused by persons residing in the JCES shall be the sole responsibility of the 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 waterheaters.

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 respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Notwithstanding anything related to the foregoing, Tenant shall, at its own expense, maintain a policy of comprehensive general liability with respect to its activities at the Premises.
- 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 Landlords Operations. Tenants acknowledges landlords' operations. Landlord operates a club daily and holds various functions, featuring music. Tenants 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 enjoyment of the Premises, and Landlord will 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 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; and/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. The Tenant agrees to promptly execute any instruments of subordination as may be requested.

10. 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 the Premises and if to Landlord, at 209 Monroe St. Port Townsend, WA. 98368. Either party may change such addresses from time to time by providing 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.

11. ADDITIONAL TERMS AND CONDITIONS.

The American Legion, Marvin G Shields Memorial Post 26 and Jefferson County Washington agree to the following:

- Exhibit 1. Memorandum of Understanding
2. City of Port Townsend Conditional Use Permit

It is also agreed by the parties that with termination of funding by 50% State or Federal funds Tenant may terminate this lease agreement at any time providing the Utility payments are paid through the end of occupancy. Tenants will no longer be obliged under this contract. Termination shall be in writing and effective when tenant sends notice to landlord.

This lease is renegotiable at its expiration June 30, 2026.

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

Landlord



Andrew Ranson, Commander
American Legion, Marvin G Shields
Memorial Post 26

06-24-2024

Date

Tenant



Representing
Jefferson County Washington

6/25/24
Date

MEMORANDUM of UNDERSTANDING

PURPOSE

This Memorandum of Understanding (hereafter known as MOU) is an addendum to the Lease Agreement between the American Legion, Marvin G Shields Memorial Post 26 (hereafter known as Post 26) and Jefferson County Washington. It provides an outline of those responsibilities for management of the Jefferson Count Emergency Shelter (hereafter known as JCES) not specifically covered in the Lease Agreement.

LOCATION OF THE JCES

The JCES is located in the basement of the American Legion, Marvin G Shields Memorial Post 26 at 209 Monroe Street, Port Townsend, WA 98368.

TERM OF AGREEMENT

This MOU shall be in effect for the same period as the Lease Agreement between Post 26 and Jefferson County Washington. The MOU may be terminated without penalty at any time provided written notice is given thirty (30) days prior to termination. This MOU may be terminated for cause immediately upon written notice to the other party. Cause shall be defined as violation of law, this MOU, the Lease Agreement, or the use permit issued by the City of Port Townsend.

JCES MANAGEMENT

Jefferson County Washington is solely responsible for the operational management of JCES. They may agree to partner with other agencies to provide food service, laundry service or other services at need. Those partner agencies shall not be a party to the lease between Post 26 and Jefferson County.

RESIDENT ELEGIBILITY

JCES residency will be restricted to persons 18 years of age or older and legally emancipated minors. All residents must meet the definition of "Homeless or Unhoused" as set forth in RCW 43.185C.010 (12). Homeless is a person living outside or in a building not meant for human habitation or which they have no legal right to occupy, in an JCES, or in a temporary housing program which may include a transitional and supportive housing program where habitation time limits exist. This definition includes substance abusers, people with mental illness, and sex offenders who are homeless. However, known sex offenders shall be denied resident status at JCES. The JCES is gender neutral. Priority of resident placement is as follows:

1. Veterans of the United States Military
2. Physically disabled persons
3. Persons aged 65 or older
4. Victims of domestic violence

RESIDENT BED CAPACITY

Daily capacity of residents is 32 beds based on the following distribution of assets:

1. 17 male assigned beds
2. 11 female assigned beds
3. 4 Set aside beds for residents of Jefferson County

4. 4 Overflow beds for vulnerable persons during severe weather or emergency situations

EMERGENCY CAPACITY

The JCES Manager shall, in times of extreme weather, make any necessary or appropriate temporary overcapacity decisions. Under no circumstance shall total occupancy exceed 37 people as set forth in Port Townsend City building use code.

EMERGENCY HOUSING OF RESIDENTS

The main hall of Post 26 is unsuitable for housing and therefore under no circumstance will residents of the JCES be housed in the main hall of the Post.

JCES FACILITIES FOR NONRESIDENTS

Under no circumstance may nonresident homeless persons avail themselves of the bathing, laundry, sleeping, or food services provided at the JCES. Only homeless persons who have been appropriately screened and admitted to the JCES may utilize the services of the JCES.

MAIL SERVICE

Under no circumstance may residents of the JCES receive any type of mail at 209 Monroe Street. Mail for JCES residents will be returned to the Post Office marked "Not deliverable to this address". If Jefferson County wishes to provide mail service, they will take the necessary steps with the US Postal Service to have mail delivered to the JCES.

JCES HOURS OF OPERATION

Jefferson County will post the normal hours of operation of the JCES in a prominent location. Extended hours of operation are appropriate for Thanksgiving Day, Christmas Day, and New Year's Day. Periods of extreme weather may also necessitate extended hours of operation.

SCREENING/INTAKE OF JCES RESIDENTS

Screening of JCES residents is the sole responsibility of the Jefferson County JCES Management. Screening will normally only take place during the posted hours of operation. Residents shall read and sign a copy of JCES rules during screening. The JCES rules shall be posted so residents or staff can readily refer to them when questions arise. The JCES Management shall be responsible for writing, posting, and enforcing JCES rules. JCES management shall provide a written copy of JCES rules and any updates to the rules when they occur to the Post 26 Executive Board.

JCES STAFFING

The Jefferson County JCES Manager will ensure adequate paid staff will be available daily. Jefferson County may choose to augment the paid staff with appropriately trained volunteers. The appropriate ratio of Jefferson County staff to residents is 1 staff member to 16 residents.

FOOD SERVICE

Food may be donated and prepared by agencies in partnership with Jefferson County. All meals must be prepared in either Donor Kitchens or Commercial Kitchens. Appropriately trained food handlers shall prepare and serve meals to the residents. Normally, residents are offered an evening meal, breakfast, and a takeaway lunch, if requested.

STAFF AND VOLUNTEER TRAINING

Jefferson County is solely responsible for coordination and scheduling of staff and volunteer training on an as needed basis. Jefferson County may partner with other agencies to provide training in JCES operations. Food Handler training shall be scheduled on a yearly basis through the auspices of an Jefferson County partner agency.

PARKING AT THE JCES

Tenants are allowed two parking spaces. There is no other parking allowed on American Legion property. Space must be maintained for deliveries to the JCES and for the removal of trash.

MEDIA CONTACT/QUERIES

All requests for information about the JCES shall be directed to Jefferson County or its representative.

THE SERVICE MODEL

The JCES operates under a general hospitality model which includes such services as meals, laundry, and sleeping arrangements.

TERMINATION OF SERVICE AT THE JCES

Any resident of the JCES may be denied access and/or be required to vacate the JCES and associated property upon demand by the JCES manager. A resident denied access to or ordered to vacate the JCES may file a grievance utilizing grievance procedures established by Jefferson County. JCES Management shall promptly notify Post 26 by the most expeditious means of any adverse resident actions or other resident problems which could potentially affect the safety of Post 26 personnel/members, Post 26 operations, or the Post facilities. Post 26 personnel/members will not be involved with grievances between JCES residents and JCES personnel.

VIOLENT OR ILLEGAL BEHAVIOUR

In the event a JCES resident is arrested or is issued a temporary or permanent trespass citation by City of Port Townsend Police or any other law enforcement agency JCES personnel shall notify Post 26 duty bartender immediately. If a trespass citation is issued the citation shall include Marvin G Shields Memorial Post 26 property as also being off limits. During normal business hours the duty bartender and/or Club Manger will be notified immediately of any law enforcement actions. When a trespass citation issued, or arrest made, and Post 26 is closed for business then JCES personnel shall notified the Post 26 Club Manger or duty bartender the next business day.

JCES RESIDENT PERSONAL PROPERTY

Residents of JCES will not be allowed to store or otherwise leave personal property on the premises. Residents shall remove all personal property daily. JCES management personnel shall strictly enforce this provision.

ROUTINE MAINTENANCE AND CLEANLINESS

JCES staff shall be responsible for routine maintenance of bathroom fixtures, plumbing fixtures,

food preparation and storage equipment, laundry machines, and lighting fixtures. Jefferson County shall be responsible for any costs associated with routine maintenance. JCES staff/volunteers will be responsible for daily cleaning of berthing spaces, common areas, food preparation areas, and bathing spaces. Post 26 maintenance personnel shall always have 24 hour access to JCES.

UTILITIES AND SERVICES

Post 26 shall negotiate and maintain appropriate contracts for waste disposal and recycling, propane service, yearly inspection of the fire suppression system, and pest control. Post 26 shall provide a copy of all paid utility bills to the JCES Manager. Jefferson County will be responsible for re-imbursement to Post 26 for all costs and fees associated as outlined under PAYMENTS in the Lease. Jefferson County shall, upon receipt of copies of paid utility/service bills from the Post 26 Financial Officer or Club Manager, re-imburse Post 26 within 30 days of the date on said copies.

POST 26 SPECIAL EVENTS AND HALL RENTAL

Post 26 hosts special events or rents the hall throughout the year, which may impact normal quiet hours of the JCES. The Post 26 Club Manager or Adjutant shall provide written notice in the form of an email and/or text message in advance of those events to the JCES Manager.

MEETINGS

JCES manager shall notify Post 26 of scheduled JCES management meetings. Post 26 may attend such meetings to facilitate a cooperative atmosphere between Post 26 and the JCES management. The JCES manager is encouraged and welcome to attend the General Membership meeting held the third Wednesday of each month at 7:00 PM.

SIGNATORIES

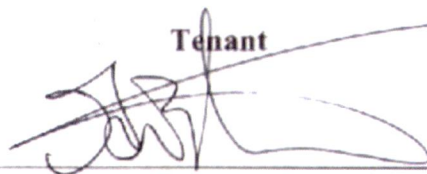
Landlord



Andrew Ranson, Commander
Marvin G Shields Memorial Post 26

Date: 06-24-2024

Tenant

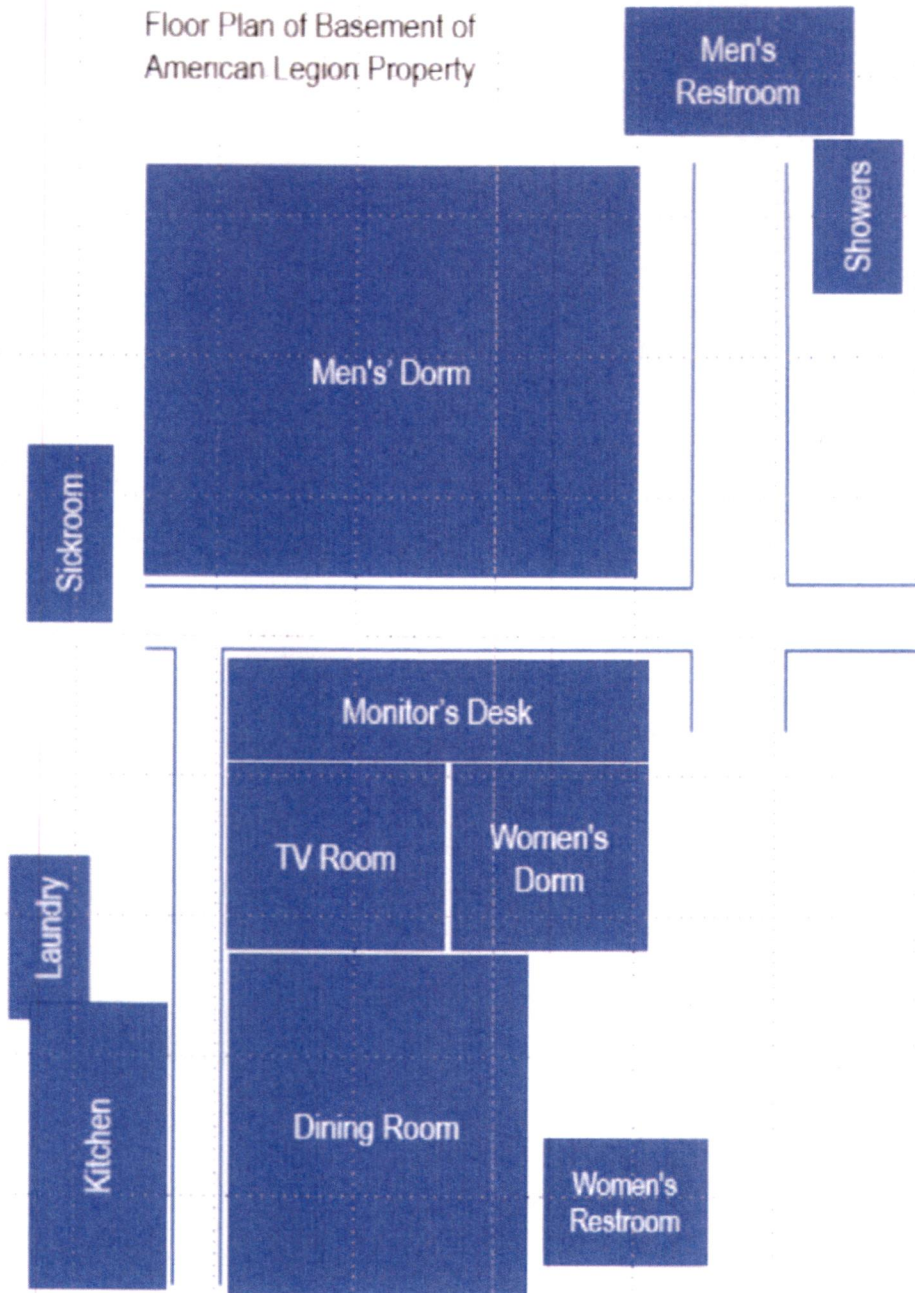


Representing
Jefferson County Washington

Date: 6/25/25

EXHIBIT A

Premises
Floor Plan of Basement of
American Legion Property



APPENDIX 1 - SHELTER RULES



SHELTER RULES American Legion Post #26

Hours of Shelter Operation: 4:00 p.m. to 8:00 a.m., 7-days a week, 365 days a year

By staying at the shelter and signing these rules, you agree to the following:

Hygiene For Guests

Guests are encouraged to take advantage of our showers, wash station, free toiletries, and bath towels.

It is expected that guests will wash their hands before leaving the restrooms and before entering the dining area for food or drink.

Guests are also asked to cover their mouths when coughing or sneezing.

The shelter operates during the cold & flu season. Colds, influenza, bronchitis, and pneumonia can become epidemic in shelters, and even life-threatening.

It is important to minimize the chance of spreading germs, and being exposed to them.

Coughing and sneezing into one's elbow is better than coughing or sneezing into cupped hands. (Germs are commonly spread by hand-contact with other people, and hand-contact with surfaces and objects shared by others, such as door handles, tables, and silverware.)

Coughing and sneezing without covering up at all is *unacceptable*.

Frequent hand washing helps prevent spread of disease to others. It is also a good way to keep from catching colds, flu, and other diseases ourselves.

Guests are provided beds or cots for their sleeping comfort, along with blankets, pillow, clean top-and-bottom sheets, and a pillowcase.

Exchange of bedding is also offered, and *necessary* in order to help keep guests and staff free from disease. Please take advantage of this service.

Shelter hosts or other staff and volunteers are available to assist guests and to answer questions

about hygiene and other concerns.

Respecting the health and welfare of your fellow shelter guests, staff and volunteers is important to making the shelter community a safe place for all. Repeated failure to follow these recommended hygiene practices may result in guests losing shelter privileges or being asked to leave.

Summary:

- Shower every day or every other day, if possible
- Wash hands frequently with soap and water
- Wash hands before leaving the restroom
- Wash hands before entering the dining area
- Cough and sneeze into your elbow

Rules of Conduct

1. This shelter uses a priority system. If the space is at maximum capacity and decisions need to be made regarding priority service, guests will be given bed space based on the following priority status:

- a. Veterans
- b. Senior status (62 and over)
- c. Domestic Violence individuals
- d. Working Homeless
- e. Exceptional Need

2. You must arrive at the shelter between 4:00 p.m. and 9:00 p.m. The capacity of this shelter will be 26, and beds will be given on a first come basis each night, except when priority decisions must be made when reaching maximum capacity (see #1 above).

3. An evening meal will be served at a specified time each night posted on the door. If you arrive at the shelter after the specified time, you will have missed the evening meal.

4. This is a CLEAN and SOBER facility. You must arrive and remain in a clean and sober state for your time in the shelter. In the event this rule is violated, you must provide proof you are in a detox program and attending before you may return.

5. This is a limited-service shelter that includes night-by-night shelter, hygiene opportunities and meals.

6. We have zero tolerance for alcohol, drugs, weapons, threats, or pornography. Shelter guests found with these items will be asked to leave the shelter.

7. If you choose to leave the property, you will have made the choice to leave for the evening and will be treated as a new walk-up if you return.

8. Smoking only is permitted in the designated area.

9. You are limited to one bag of personal items.

10. You are not allowed outside of designated areas. The kitchen, opposite gender bathrooms, opposite gender dorms, and storage rooms are not available to clients

11. Housekeeping responsibilities are assigned on a volunteer basis first and then random selection. All guests should consider this part of the agreement in trade for shelter.

12. Do not interfere with another person's belongings. Their area, like yours, is private.

13. This shelter is not a permanent residence. Many circumstances can cause the closing of the shelter.

14. During your time in the shelter, you are not allowed on the upper floors of the American Legion Post #26. This means if you are signed in at the shelter and you are found in the upper floors of Post #26, you will be asked to leave the shelter for the night.

15. The shelter hosts are here to protect the people staying at the shelter. Failure to comply with their instructions will mean the denial of shelter service for the night. The ability to return to the shelter on subsequent nights will be discussed and determined by the shelter leadership team.

16. You must give Bayside staff correct and true information upon entering the shelter. Lying on your intake will result in denial of service.

By Signing these rules, you agree to follow them and understand that failure to do so can result in denial of service.

Print Guest Name:

Host Name:

Sign Guest Name:

Date Signed:

Exhibit C:

City of Port Townsend Conditional Use Permit

TO BE ADDED WHEN ISSUED BY THE CITY OF PORT TOWNSEND

**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.

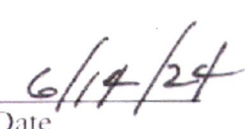
RECOMMENDATION:

Approve the attached lease and MOU.

REVIEWED BY:



Mark McCauley, County Administrator



Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: American Legion Marvin G. Shields Memorial Post 26 Contract No: Shelter Lease

Contract For: Landlord/Tenant Agreement

Term: July 1, 2024-June 30, 2025

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: x 130

Contact email: mmccauley@co.jefferson.wa.us

AMOUNT:

Revenue:

Expenditure: percent of monthly billing

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 6/18/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 6/19/2024.
Negotiated with PAO assistance. PAO already approved as to form.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL