

**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: 2025 Affordable Housing/Homelessness Grant Funding; Bayside Housing – Emergency Shelter

STATEMENT OF ISSUE:

On November 18, 2024, the Board of County Commissioners (BOCC) approved the Housing Fund Board's 2024 funding recommendations for Affordable Housing Fund 148, Homeless Housing Fund 149, 1590 and 5386 Funds. One of the recommendations was to fund Bayside Housing – Emergency Shelter, in the amount of \$300,000. As a result of community and housing providers input, the Housing Fund Board made a recommendation to the BOCC to fund an additional \$150,000 to keep the shelter open into 2026.

ANALYSIS:

The amendment will include an additional amount of \$150,000 for a total of \$450,000. The contract will now continue through December 31, 2025, and may continue for up to six months, beginning January 1, 2026, providing there is funding available with a 30-day notice to terminate this contract.

FISCAL IMPACT:

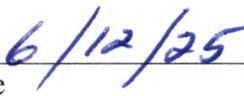
Additional \$150,000 from Fund 149.

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: Bayside Housing & Services

Contract No: Bayside-amend1

Contract For: Amendment No. 1 re: Emergency Shelter Services

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: Add'l \$150,000 for a total not to exceed \$450,000

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # 149

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 extending term and contract amount. Original attached.

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

**Amendment No. 1 to the Grant Agreement by and Between Jefferson County
and Bayside Housing and Services for Affordable Housing/Homelessness Services
Grant Funding**

This Amendment No. 1 to the Affordable Housing/Homelessness Services Grant Agreement is made and entered into by and between the Bayside Housing and Services (“Grantee”) and Jefferson County, a political subdivision under the laws of the State of Washington (“County”), (collectively “Parties”).

WHEREAS, the Parties want to amend the Grant Agreement entered into between them;

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose.** The purpose of this Amendment is to extend the term of the grant term through December 31, 2025, and to add an additional \$150,000 for a total not to exceed \$450,000.
2. **Amendment.**
 - a. Section 4.B., which currently reads “total amount of payment to Bayside shall not exceed \$300,000” should now read “total amount of payment to Bayside shall not exceed \$450,000.”
 - b. Section 3., which currently reads “This Agreement shall commence on July 1, 2024 and continue through June 30, 2025” should now read “This Agreement shall commence on July 1, 2024 and continue through December 31, 2025. This contract may continue for up to six months, beginning January 1, 2026, providing there is funding available with a 30-day notice to terminate this contract.”
3. All other terms remain the same.

(SIGNATURES FOLLOW ON NEXT PAGE)

Jefferson County
Board of Commissioners

Bayside Housing and Services

Signature

Date

Gary Keister, Executive Director

Heidi Eisenhour, Chair

Date

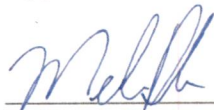
SEAL:

ATTEST:

Carolyn Gallaway, CMC
Clerk of the Board

Date

Approved as to form only:



for

06/12/2025

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecuting Attorney

**PROFESSIONAL SERVICES AGREEMENT FOR
SUPPORT OPERATIONS OF A SHELTER FOR HOMELESS PERSONS**

THIS PROFESSIONAL SERVICES AGREEMENT FOR SUPPORT OPERATIONS OF A SHELTER FOR HOMELESS PERSONS ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("County"), and Bayside Housing and Services (UBI No: 603 435 297, "Bayside"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. Bayside is retained by County to perform the following project. Support operations of a shelter for homeless persons at Port Townsend American Legion Marvin G. Shields Memorial Post #26 ("Post #26"), 209 Monroe St., Port Townsend, Jefferson County, Washington pursuant to the Memorandum of Understanding ("MOU") between Post #26, Bayside and County.
2. Scope of Services. Bayside shall operate the Homeless Shelter at Port Townsend American Legion Marvin G. Shields Memorial Post #26 ("Post #26"), 209 Monroe St., Port Townsend, Jefferson County, Washington in accordance with the Memorandum of Understanding ("MOU") between Post #26, Bayside, and County including the provision of all labor.
3. Time for Performance. This Agreement shall commence on July 1, 2024 and continue through June 30, 2024. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified. Bayside shall perform all services pursuant to this Agreement as Section 2, above. Time is of the essence in the performance of this Agreement.
4. Payment. Bayside shall be paid by County for the services identified in Section 2 as follows:
 - a. Payment for the work provided by Bayside shall be paid per the budget provided on Exhibit A attached hereto, provided that the total amount of payment to Bayside shall not exceed \$300,000.00 without express written modification of this Agreement signed by County.
 - b. County shall pay Bayside \$25,000.00 no later than ten days after the effective date for the first month's payment and \$25,000.00 per month for the remaining term of this Agreement on or before the first business day of each month.
 - c. Bayside shall submit to County proof of its actual expenses incurred for the previous month on or before 15th of each month. Such proof of Bayside's actual expenses incurred shall be reviewed by County. If County determines that Bayside's actual expenses do not exceed the monthly payment amount, the difference shall be deducted from the next monthly payment.
 - d. County may suspend payment of ten percent of the next monthly payment due under this section if Bayside fails to submit proof in the form of a detailed invoice or print out from its accounting software of its actual expenses incurred by the 15th

of each month. Payment of any amounts suspended under this section shall be made by County within 30 days of Bayside's proof of its actual expenses exceeding the monthly payment amount, provided County shall not be required to pay amounts suspended after the termination of this Agreement.

- e. If Bayside spends more than \$25,000.00 in a given month, the County Administrator may approve an additional payment up to \$10,000.00. However, the total amounts paid on a periodic basis may never exceed the total amount in in Section 4.a.
 - f. Bayside's records and accounts pertaining to this Agreement shall be kept available for inspection by representatives of County and the State for a period of six (6) years after final payments. Copies shall be made available upon request.
5. Emergency Repairs. If Bayside and the County Administrator agree that emergency repairs are necessary and are the responsibility of the County but must be done immediately, then Bayside may perform the repairs and the County shall timely pay for the cost of the repairs.
6. Grant Funding and Donations. The parties agree that they shall use reasonable efforts to seek grant funding and donations for shelter operations. Any grant funding or donations received for shelter operations that cover the same services identified on Exhibit A, shall reduce the amount of the County's obligations to pay for the work required by the scope of service, unless the terms of the grant or donation prohibit such reduction. Any grant funding or donations received for shelter operations that are not identified on Exhibit A shall not reduce the amount of the County's obligations to pay for the work required by the scope of services.
7. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by Bayside in connection with the services rendered under this Agreement shall be the property of County whether the project for which they are made is executed or not. Bayside shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Bayside's endeavors. Bayside shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
8. Compliance with laws. Bayside shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
9. Maintenance of Records. Each party shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either to perform this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement shall be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, the Jefferson County Auditor, and any persons duly authorized by the parties shall have full

access and the right to examine these materials during this period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, shall remain the property of the furnishing party, unless otherwise agreed.

10. Audit. An audit shall be submitted to County upon request. Upon request, Bayside shall submit the most recent financial audit within 30 days.

- a. Upon request County shall have the option of performing an onsite review of all records, statements, and documentation.
- b. If County finds indications of potential non-compliance during the monitoring process, County shall notify Bayside within ten (10) days. County and Bayside shall meet to discuss areas of contention in an attempt to resolve issues.
- c. Audit shall provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.

11. Indemnification.

- a. Except for County's comparative fault or sole fault as addressed below, Bayside shall indemnify and hold harmless County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Bayside's own employees, or damage to property occasioned by a negligent act, omission or failure of Bayside.
- b. Bayside specifically assumes potential liability for actions brought against County by Bayside's employees, including all other persons engaged in the performance of any work or service required of Bayside under this Agreement and, solely for the purpose of this indemnification and defense, Bayside specifically waives any immunity under the state industrial insurance law, Title 51 RCW.
- c. Bayside shall not be required to indemnify County or its officers, officials, employees, agents and volunteers (and their marital communities) for settlements or judgments for the concurrent negligence of County or its officers, officials, employees, agents and volunteers (and their marital communities) or if the damage, loss or expense is caused by the sole act or omission of the County or their officers, officials, employees, agents or volunteers (or their marital communities).
- d. The parties agree to maintain a joint defense pursuant to their common interest to claims made against them and to reserve all claims for indemnity of settlements and

judgments until after the parties' share of fault is finally adjudicated. Bayside shall the right and duty to defend County and its officers, officials, employees, agents and volunteers (and their marital communities) until a final adjudication of the sole or comparative fault of County or its officers, officials, employees, agents and volunteers (and their marital communities). However, Bayside's right and duty to defend shall not preclude County from having its own attorney participate in the joint defense at County's sole cost. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and the cost of defense provided by Bayside, they shall submit apportionment to binding arbitration.

- e. The indemnification obligations of the parties shall not be limited by the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party expressly waives any immunity afforded by such acts to the extent required by a party's obligations to indemnify, defend and hold harmless the other party, their officers, officials, employees, agents and volunteers (and their marital communities). A party's waiver of immunity does not extend to claims made by their own employees directly against that party as employer.
 - f. The indemnity provisions of this section are a material inducement to enter into this Agreement and have been mutually negotiated. The parties recognize that any waiver of immunity under the state industrial insurance law, Title 51 RCW, was specifically entered into pursuant to provisions of RCW 4.24.115.
 - g. This section shall survive the expiration or termination of this Agreement.
12. Liability Coverage Under an Insurance Policy or a Memorandum of Liability Coverage with "Risk Pool" Created Pursuant to Ch. 48.62 RCW. Prior to Bayside's commencing work, the parties shall obtain at their own cost and expense the following coverage specified below for the parties' liability under this Agreement and shall keep such coverage in force during the term of this Agreement.
- a. Commercial Automobile Liability coverage providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with each party named as an additional covered person in connection with the performance of this Agreement. This coverage shall indicate on the certificate of insurance or coverage the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.
 - b. Commercial General Liability coverage in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i. Broad Form Property Damage, with no employee exclusion;

- ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Contractors and subcontractors;
 - vi. Blanket Contractual Liability; and,
 - vii. Employer's Liability or "Stop Gap" coverage.
- c. County shall be named as an "additional named insured" under all insurance policies required by this Agreement.
 - d. Bayside shall be named as an additional named covered person under all coverage required by this Agreement for County under a "Risk Pool" created pursuant to Ch. 48.62 RCW.
 - e. Such coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance or Coverage; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
 - f. The parties shall furnish each other properly executed certificates of insurance or coverage that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder for County shall be: Jefferson County, Washington and its elected officials, officers, employees and volunteers with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy or coverage shall not be canceled or allowed to expire except on thirty (30) days prior written notice to County. If the proof of insurance or certificate indicating County is an "additional insured" to a policy obtained by Bayside refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of Bayside to obtain the full text of that endorsement and forward that full text to County.
 - g. Certificates of coverage as required by this section shall be delivered to each party within fifteen (15) days of execution of this Agreement.
 - h. Failure of Bayside to take out or maintain any required insurance shall not relieve Bayside from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of County.
 - i. Bayside's insurers shall have no right of recovery or subrogation against County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for all losses covered by the above-described insurance.

- j. Insurance companies issuing the policy or policies to Bayside shall have no recourse against County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- k. Any "Risk Pool" created pursuant to Ch. 48.62 RCW of which County is a member shall have no recourse against Bayside (including its employees and other agents and agencies) for payment of any premiums or for assessments under any memorandum of liability insurance between it and County.
- l. All deductibles in the above-described liability coverage shall be assumed by and be at the sole risk of each party.
- m. Any judgments for which County may be liable, in excess of amounts required to be paid under this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to Bayside until Bayside shall furnish additional security covering such judgment as may be determined by County.
- n. Any coverage for third party liability claims provided to County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance Bayside must provide in order to comply with this Agreement.
- o. County may, upon Bayside's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to Bayside.
- p. Bayside's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering County, its elected and appointed officers, officials, employees, volunteers and agents.
- q. Any failure to comply with reporting provisions of Bayside's insurance policies shall not affect coverage provided to County, its officers, officials, employees, or agents.
- r. Bayside's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- s. Bayside shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- t. The limits mandated for any coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- u. Bayside shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide thirty

(30) days' notice prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Risk Manager by registered mail, return receipt requested.

- v. Bayside shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

13. Worker's Compensation (Industrial Insurance).

- a. If and only if Bayside employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of Bayside, Bayside shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to County, upon request.
- b. County shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Bayside, upon request.
- c. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws.
- d. This coverage shall extend to any subcontractor that does not have their own worker's compensation.
- e. Bayside expressly waives by mutual negotiation all immunity and limitations on liability, with respect to County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- f. If County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from Bayside.

14. Property Coverage. County shall add the shelter premises as defined in the lease between County and Post #26 to its list of properties covered by the Washington Counties Risk Pool and shall pay any additional premium for such addition. Certificates of coverage as required by this section shall be delivered to each party within fifteen (15) days of execution of this Agreement.

15. Independent Contractor. Bayside and County agree that Bayside is an independent contractor with respect to the services provided pursuant to this Agreement. Bayside specifically has the right to direct and control Bayside's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this

Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Bayside nor any employee of Bayside shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Bayside, or any employee of Bayside.

16. Subcontracting Requirements.

- a. Bayside is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. Bayside assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. Bayside must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The County Administrator or their designee must approve any proposed subcontractors in writing.
- c. Any dispute arising between Bayside and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of County and without detrimental impact on Bayside's performance required by this Agreement.

17. Covenant Against Contingent Fees. Bayside warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Bayside, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Bayside, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. Discrimination Prohibited. Bayside, with regard to the work performed by it under this Agreement, shall not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

19. No Assignment. Bayside shall not sublet or assign any of the services covered by this Agreement without the express written consent of County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

20. Non-Waiver. Waiver by County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

21. Termination.

a. County reserves the right to terminate this Agreement at any time by giving thirty (30) days written notice to Bayside.

b. In the event of the death of a member, partner, or officer of Bayside, or any of its supervisory personnel assigned to the project, the surviving members of Bayside hereby agree to complete the work under the terms of this Agreement, if requested to do so by County. This section shall not be a bar to renegotiation of this Agreement between surviving members of Bayside and County, if County so chooses.

22. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time.

Notices to County shall be sent to the following address:

Jefferson County Risk Management
P.O. Box 1220
Port Townsend, WA 98368

Notices to Bayside shall be sent to the following address:

Gary Keister
Executive Director
Bayside Housing & Services
PO Box 927,
Port Hadlock, WA 98339

23. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between County and Bayside and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by County within the scope of this Agreement. Bayside ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by Bayside, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.

24. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Bayside.

25. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the

terms of this Agreement shall be submitted in writing within 10 days to County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. Bayside hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

26. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
27. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
28. No Oral Waiver. No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
29. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
30. Survival. Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.
31. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
32. No Assignment. Bayside shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of County.
33. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

34. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
35. Attachments. Any document in this Agreement identified as an attachment is part of this Agreement and is incorporated by reference into this Agreement.
36. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
37. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
38. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, Bayside agrees to maintain all records constituting public records and to produce or assist County in producing such records, within the time frames and parameters set forth in state law. Bayside further agrees that upon receipt of any written public record request, Bayside shall, within two business days, notify County by providing a copy of the request per the notice provisions of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

BAYSIDE HOUSING & SERVICES

Board of County Commissioners
Jefferson County, Washington

By: [Signature] 7/01/24
Greg Brotherton, Commissioner Date
As Authorized by the Board of County
Commissioners on June 24, 2024

By: [Signature]
Signature

SEAL:

Name: GARY KEISTER

Title: Executive Director

Date: 7/2/2024

ATTEST:

[Signature] 6/28/24
Carolyn Galloway, CMC Date Adrian Knight
Deputy Clerk of the Board

Approved as to form only:

[Signature] June 25, 2024
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A - BUDGET

Emergency Shelter Budget - American Legion Post #26 (Operator: Bayside Housing & Services)			
Bayside Estimated Costs			
Budget Categories	Annual Budget	Justification	Priority
Employee Salaries	\$192,280.00	Paid staff to support shelter program and operations (to be supplemented with additional volunteer support as available.)	1
Employee Benefits	\$57,684.00	Employee benefits @ 30% of annual salary	1
Bayside's Liability Insurance	\$4,500.00	Extension of Bayside liability insurance to include additional operations. (County will handle property insurance by adding it to the property covered by the Washington Counties Risk Pool and paying an additional premium. Additional insured certificate for property coverage required.)	1
Meals	\$7,500.00	Daily breakfasts and additional meal support when volunteers are unable to provide. Contingent on donor/volunteer organizations providing evening meals and sack lunches.	1
Furnishings/Equipment	\$7,500.00	Beds, linens, kitchen equipment, basic office equipment, as needed. Donations will also be sought in this category.	2
Supplies	\$3,000.00	Cleaning supplies, paper products for bathrooms and kitchen, basic office supplies for guest front desk @ \$250/mo. Also could be used for volunteer appreciation.	2
Subtotal	\$272,464.00	Subtotal without operator overhead	1
Overhead	\$27,246.40	Overhead: Administration expenses for operations including telephone, computer, internet, accounting, payroll, insurance, maintenance staff time as needed to supplement Landlord maintenance staff, development staff time for donor and funder outreach. All are essential for shelter operations. The multiplier used for overhead is 10%.	1
Total Bayside Costs with Overhead	\$299,710.40	Total Projected Annual Bayside Budget: July 1, 2024 to June 30, 2025	1

County Estimated Costs (Under Lease)			
Budget Categories	Annual Budget	Justification	Priority
Rent	\$21,000.00	Rent per Lease @ \$1,750/mo	1
Utilities	\$10,000.00	Estimated amount for propane, water and electricity based on previous tenancy.	1
Repairs	\$15,000.00	Repairs, particularly regarding toilets and showers.	1
County's Additional Property Insurance Premium	\$1.00	Additional premium to add property to County property covered by the Washington Counties Risk Pool. County pay an additional premium. Washington Counties Risk Pool will provide an additional insured certificate for property coverage to Post #26 and Bayside.	1
Total County Costs	\$46,001.00	Total Projected Annual County Costs Under Lease: July 1, 2024 to June 30, 2025	1
Total Bayside and County Costs Combined	\$345,711.40		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group LLC 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056		CONTACT NAME: Jennifer Landers PHONE (A/C, No, Ext): (877) 455-5640 FAX (A/C, No): (425) 455-6727 E-MAIL ADDRESS: jlanders@tpgrp.com	
INSURED Bayside Housing & Services P.O. Box 927 Port Hadlock WA 98339		INSURER(S) AFFORDING COVERAGE INSURER A: Alliance of Non-profits for Ins INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10023	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	202342793	12/02/2023	12/02/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	202342793	12/02/2023	12/02/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			202342793UMB	12/02/2023	12/02/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	202342793	12/02/2023	12/02/2024	PER STATUTE ☒ OTH-ER WA STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder Continued: employees and volunteers with the address of Jefferson County Risk Management.

RE: American Legion, Post #26, 209 Monroe Street, Port Townsend, WA 98368.

Jefferson County, Washington and its elected officials, officers, employees and volunteers with the address of Jefferson County Risk Management are Additional Insureds per attached forms:

Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization CG 20 10 12 19, Additional Insured Primary and Non-Contributory

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jefferson County, Washington and its elected officials, officers,
P.O. Box 1220

Port Townsend

WA 98368

© 1988-2015 ACORD CORPORATION. All rights reserved.