

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator

DATE: August 22, 2022

SUBJECT: AGREEMENT re: 2022 1590 Grant Funding; In the Amount of \$440,000; Jefferson County Administrator; OlyCAP

STATEMENT OF ISSUE:

The Housing Fund Board met on June 22, 2022 and finalized an RFP for 1590 funds. The RFP was advertised and had a deadline of July 18, 2022. One RFP proposal from OlyCAP was received. On July 27, 2022 the Housing Fund Board met and reviewed that proposal.

After discussing the proposal and asking questions of OlyCAP staff, the Housing Fund Board members approved a funding recommendation in the amount of \$440,000.

ANALYSIS:

The attached Grant Agreement will provide the \$440,000 in funds.

FISCAL IMPACT:

OlyCAP: \$440,000

RECOMMENDATION:

Approve the attached Grant Agreement with OlyCAP.

REVIEWED BY:


Mark McCauley, County Administrator

Date

8/18/22

Grant Agreement by and Between

Jefferson County
and
Olympic Community Action Program (OlyCAP)
For Affordable and Supportive Housing 1590 Funds

WHEREAS, RCW 82.14.530 authorizes a sales tax to provide funding of affordable and supportive housing; and

WHEREAS, a Request for Proposals ("RFP") was issued and one proposal from Olympic Community Action Programs ("OlyCAP") was received; and

WHEREAS the Housing Fund Board met on July 27, 2022 and voted in favor of OlyCAP's proposal in the amount of \$440,000; and

NOW, THEREFORE, Jefferson County, a political subdivision of the State of Washington, hereinafter referred to as "County," and Recipient, a non-profit corporation in Washington State (Recipient), in consideration of the mutual benefits, terms, and conditions hereinafter specified, do hereby agree as follows:

1. Grant Commitment. A 100% grant of funds is hereby made to Recipient for the Project described in Section 2. The approved maximum amount of the grant shall be up to \$440,000, all from 1590 Funds, and dependent upon funds collected. The grant shall be available based on submission of appropriate invoices pursuant to Section 3.
2. Project Description, Schedule and Budget.
 - a. The scope of work for the Project is described in Exhibit A (attached).
 - b. The Project begins on August 1, 2022 and shall be completed by July 31, 2023. Work performed consistent with this Agreement on or after August 1, 2022, but prior to the execution of this Agreement, is hereby ratified.
 - c. The budget for the Project is described in Exhibit B (attached).
 - d. Grant funds will only be used for uses permissible in accordance with RCW 82.14.530.
3. Payment. Expenses incurred for the work performed on the Project, as described in Section 2, by the project's consultants, contractors, suppliers, or Recipient's staff shall be submitted to the County Administrator's Office by Recipient using a detailed invoice.

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Each detailed invoice shall show individual items followed by the total amount incurred and the amount eligible for reimbursement under this grant. Recipient may submit such invoices to the County once per month during the course of the project for work completed. All invoices shall be submitted no later than 30 days after project completion.

The County shall review and approve payment invoices. Payments will be limited to the monies that are available under the grant as described in Section 1. Such invoices, once approved, will be paid using the County's normal bill paying process and cycle.

4. Compliance with Laws. Recipient shall, in completing its project under this Grant Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations, applicable to the work to be completed under this Grant Agreement.
5. Indemnity.
 - a. Recipient shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Recipient in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.
 - b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Recipient and the County, its officers, officials, employees, agents and volunteers, Recipient's liability, including the duty and cost to defend, hereunder shall be only to the extent of Recipient's negligence.
 - c. It is further specifically and expressly understood that the indemnification provided in this Agreement constitutes Recipient's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
 - d. The provisions of this section shall survive the expiration or termination of this Agreement.
6. Required Insurance Coverages.
 - a. Commercial General Liability.
 - 1) Recipient shall maintain commercial general liability coverage on a form acceptable to Jefferson County Risk Management for bodily injury, personal injury, and property damage, in an amount not less than two million dollars per occurrence (\$2,000,000) and an aggregate of not less than four million dollars (\$4,000,000), for bodily injury, including death, and property damage.

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- 2) The commercial general liability insurance 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 completed operations and product liability coverage;
- iv. Premises – operations liability (M&C);
- v. Independent contractors and subcontractors; and,
- vi. Blanket contractual liability.

- 3) Recipient's commercial general liability policy shall include employer's liability coverage.
- 4) The County and its elected officials, officers and employees shall be named as an additional insured party under this insurance policy.

b. Automobile Liability.

Recipient shall maintain business automobile liability insurance on a form acceptable to Jefferson County Risk Management with a limit of not less than a combined single limit of \$1,000,000 each occurrence. Coverage shall include owned, hired, and non-owned automobiles.

- c. Worker's Compensation (Industrial Insurance). Recipient 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 Jefferson County Risk Management, upon request. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from Recipient.

- 1) Recipient shall provide Workers Compensation and Employer's Liability Insurance on a state approved policy form providing benefits as required by law with employer/s liability limits no less than \$1,000,000 per accident or disease.
- 2) This coverage shall extend to any contractor or subcontractor that does not have their own worker's compensation and employer's liability insurance.

7. Recipient expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the 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.

8. General Insurance Requirements.

- a. Insurance coverage shall be evidenced by one of the following methods:

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- i. Certificate of insurance; or,
 - ii. Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- b. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or Recipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c. Failure of Recipient to take out or maintain any required insurance shall not relieve Recipient from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- d. Recipient's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect all the parties and shall be primary coverage for all losses covered by the above described insurance.
- e. Insurance companies issuing Recipient's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.
- f. All deductibles in Recipient's insurance policies shall be assumed by and be at the sole risk of Recipient.
- g. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to Recipient until Recipient shall furnish additional security covering such judgment as may be determined by the County.
- h. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any insurance policy Recipient shall provide to comply with this Agreement.
- i. The County may, upon Recipient's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to Recipient.
- j. Recipient shall provide a copy of all insurance policies specified in this Agreement.
- k. Written notice of cancellation or change in Recipient's insurance required by this Agreement shall reference the project name and agreement number and shall be

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mailed to the County at the following address: Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368.

- l. Recipient's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- m. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- n. Recipient'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.
- o. Recipient shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance coverage for subcontractors shall be subject to all the requirements stated in this Agreement. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- p. Recipient 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.
- q. Recipient 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.
- r. Certificates of insurance as required by this Agreement shall be delivered to the County within fifteen (15) days of execution of this Agreement. To the extent a certificate of insurance lists or refers to any endorsements solely by name, description or number it shall be the responsibility of Recipient to obtain and provide to the Jefferson County Risk Management full and complete copy of the texts of such endorsements.
- s. The County shall be named as an "additional insured" on all insurance policies required by this Agreement.
- t. Recipient shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include:
 - i. The limits of coverage;

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- ii. The project name and agreement number to which it applies;
 - iii. The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and,
 - iv. A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County.
 - u. If the proof of insurance or certificate indicating the County is an “additional insured” to an insurance policy obtained by Recipient 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 Recipient to obtain the full text of that endorsement and forward that full text to the County.
9. Independent Contractor. Recipient and the County agree that Recipient is an independent contractor with respect to the project to be completed pursuant to this Grant Agreement. Nothing in this Grant Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Recipient nor any employee of Recipient, nor any subcontractor of Recipient shall be entitled to any benefits accorded to County employees by virtue of their services on the project to be completed under this Grant Agreement. The 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, or otherwise assuming the duties of an employer with respect to Recipient, or any employee, representative or agent of Recipient, or any contractor of Recipient.
10. Subcontracting Requirements.
- a. Recipient Owns Contract Performance. Recipient 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. Recipient assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
 - b. Subcontractor Disputes. Any dispute arising between Recipient and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the delivery of contracted goods and services.
11. Legal and Regulatory Compliance. While performing under this Agreement, Recipient, subcontractors, and their employees are required to comply with all applicable local, state and federal laws, codes, ordinances, and regulations, including but not limited to:
- a. Applicable regulations of the Washington Department of Labor and Industries, including WA-DOSH Safety Regulations; and,

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- b. State and Federal Anti-Discrimination Laws.

12. Termination

- a. Termination by the County.
 - i. Should Recipient default in providing services under this Agreement or materially breach any of its provisions, the County may terminate this Agreement upon ten (10) days written notice to Recipient.
 - ii. Recipient shall have the right and opportunity to cure any such material breach within the ten (10) day period.
 - iii. The County may terminate this Agreement upon immediate notice to Recipient. Recipient will be reimbursed for services expended up to the date of termination.
 - iv. This Agreement may be terminated or amended, in whole or in part, by the County upon thirty (30) days written notice in the event expected or actual revenue to Fund 148 and/or Fund 149 is reduced or limited in any way.
- b. Termination by Recipient.
 - i. Should the County, its staff, employees, agents and/or representatives default in the performance of this Agreement or materially breach any of its provisions, Recipient, at its option, may terminate this Agreement by giving ten (10) days written notice to the County representative.
 - ii. The County shall have the right and opportunity to cure any such material breach within the ten (10) day period.
- c. Termination Without Cause. This Agreement may be terminated without cause at any time by either party subject to a sixty (60) day advance written notice of such termination to the other party.

13. No Harassment or Discrimination. Recipient and any contractors/subcontractors will not discriminate against any person in the performance of work under this agreement or in the selection and retention of employees or procurement of materials or supplies on the basis of age, sex, marital status, sexual orientation, religion, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, unless based upon a bonafide occupational qualification.

14. Contract Expiration. This contract shall run until the project is complete and until the County has made all payments required under this Grant Agreement, except that the project must be completed no later than Recipient, unless extended by mutual agreement.

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15. Failure to Appropriate. Recipient acknowledges that the County may only appropriate monies for this grant in the current year and in a manner consistent with Paragraph 1 above. The County agrees to appropriate monies to fund this grant unless emergency circumstances prevent the County from doing so. Any monies to be paid by the County to Recipient for this grant are subject to appropriation by the County Commission.
16. Integrated Agreement. This Grant Agreement represents the entire and integrated agreement between the County and Recipient and supersedes all prior negotiations, representations, or agreements written or oral.
17. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all parties.
18. No Assignment. Recipient shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
19. 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.
20. 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.
21. Controlling Law. It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

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IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed this _____ day of _____, 2022.

**Jefferson County
Board of Commissioners**

Olympic Community Action Programs

Heidi Eisenhour, Chair

Date

Cherish Cronmiller
Executive Director

Date

ATTEST:

Carolyn Gallaway, CMC
Clerk of the Board

Date

APPROVED AS TO FORM:



August 18, 2021

Philip C. Hunsucker
Chief Deputy Prosecuting Attorney

Date

EXHIBIT A -PROJECT DESCRIPTION

Name of Projector Program: Caswell- Brown Village
Amount requested: \$440,000

Caswell-Brown Village is an emergency shelter facility located. The project deliverables are:

1. Site work and water, septic, and electrical connections for the current 23 residents and housing for an additional 27 individuals.
2. Electric hook ups to each of the 50 individual tents or trailers and replacing the temporary spiderboxes.
3. Utility work to include a hookup for the shower trailer.
4. Paving and surfacing of the ingress and egress to the site, adding walkways and garbage pads.
5. Fencing to replace rented fencing.
6. Internet connectivity

• **Provide a brief description of the Project or Program:**

Caswell-Brown Village was established October 1, 2021 as a result of the County Commissioner's purchase of a site to better accommodate homeless individuals and families that had been camping at the fairgrounds since the beginning of the eviction moratorium.

OlyCAP partnered with the County and worked urgently to grade and get temporary electric service to the site and move the campers in less than 30 days. We were successful in moving over 23 campers including two small children. We haul water to the site, provide port-a-potties, a large tent with a wood stove refrigerators and microwaves. A meal is brought to the site nightly by the hospital.

While we have worked diligently to improve the living conditions for residents, they are still quite primitive accommodations. We are seeking the additional funding need to complete Phase 2 of this project. It will accommodate up to 50 people and have 40 slots, for RV's, trailers, tents and tiny homes. This will move residents down to a site set up with septic and water able to serve portable bathrooms (not port-a-potties) and two shower trailers. Each site will have electrical hookups and water available.

• **Specify the Project or Program goals and expected outcomes. Specify the methods by which the Project or Program will be measured and assessed.**

The current project goal is to finish upgrading the site to provide better living conditions to the current 23 residents and allow us to house an additional 27 currently unhoused community members. Securing this additional funding will allow us to complete the current phase of the project and meet this goal. Once the site that the tenants are temporarily housed on is vacant that will assist us with our concurrent efforts to apply to the Department of Commerce, Housing Trust Fund program to build a new emergency shelter and permanent supportive housing on the recently vacated site.

We measure our housing outcomes from how long it takes for the individual to gain access to permanent housing and other related services to help achieve self-sufficiency. We help gain access to Social Security programs or employment, going back to school, and get help with DSHS for SNAP program or disability benefits.

As we enter a client into HMIS that is entering transitional housing we are measured by the Department of Commerce as to how long it takes us to exit them into permanent housing with support services.

EXHIBIT A – Continued

All data is entered into HMIS and tracked for positive outcomes. 98% of clients exiting this program are exiting into permanent housing. Which is one of the measures being tracked by the Department of Commerce and in our 5-year goals. We are also working to expand and improve our measures of how our program and services are addressing the issue of housing equity and racial justice.

- **Specify the number of units of housing to be created or number of individuals who will be served by the Project or Program.**

We will be able to serve up to 50 individuals for up to 2 years. Based on experience we will be most likely serving closer to 75 individuals based on residents moving in and out when locating permanent housing. Our goal is to serve as many homeless families as we can and get them into permanent stable housing.

- **Specify the eligible use under 1590 for which the Project or Program qualifies.**

The funds requested will be used to complete the site work to for the open-air shelter and improved hygiene facilities for homeless individuals and families. This project meets the description of the use of funds allowed under Permissible Use of Funding I.A in the RFP.

EXHIBIT B
SERVICE/OPERATING BUDGET
August 1, 2022 – July 31, 2023

The County has already committed \$600,000 to acquire the land, and a combined \$900,000 for the initial site and work to date on the larger shelter site, however, additional investment will be necessary to bring the open-air shelter to a livable standard. The majority of remaining costs will go towards bringing electric hookups to each individual tent or trailer site, replacing the temporary spiderboxes on the existing site and greatly reducing the risk of electric hazards.

Additional costs not covered under previous awards include paving and surfacing the road to the site and adding walkways and garbage pads, more utility work including a hookup for the shower trailer, and adding fencing which is currently being rented at a high operating cost. Due to the groundwork-intensive nature of this work leading to a high likelihood of unforeseen conditions and cost increases:

Water utility work	\$44,065
Paving and Surfacing	\$63,350
Electric	\$238,894
Fencing	\$34,000
Internet	\$2,000
Contingency (15%)	\$57,691
TOTAL	\$440,000

County funding has been integral in getting the site to this point, however, further investment is necessary to have safe and reliable utilities on site, and to serve a larger population. The existing award will be fully drawn down to complete grading and excavation, as well as the installation of water meters, an electric transformer and panel, and the installation of a septic system. It will also include modest \$20,000 payments for the site designer, septic engineer, and construction manager to compensate them for their dedication to this project. Completing this phase of construction and moving the village to the larger cleared area on site is necessary to start work on the permanent shelter, which will be constructed using state funding and is anticipated to begin in summer 2023.