

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**CONSENT AGENDA REQUEST**

**TO:** Jefferson County Board of Commissioners

**FROM:** Carolyn Gallaway, Clerk of the Board

**DATE:** January 21, 2025

**SUBJECT:** **AGREEMENT** re: 2025 Affordable Housing/Homelessness Grant Funding; Bayside Housing and Services – Subsidy

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**STATEMENT OF ISSUE:**

On November 8, 2024 the Housing Fund Board met and reviewed the RFPs received. On November 18, 2024, the Board of County Commissioners 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 and Services – Subsidy; in the amount of \$50,000

**ANALYSIS:**

The attached Grant Agreement will provide \$50,000 in funds approved by the Board of County Commissioners on November 18, 2024.

**FISCAL IMPACT:**

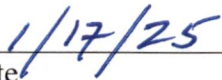
\$50,000 from Fund 148.

**RECOMMENDATION:**

Approve the attached Grant Agreement.

**REVIEWED BY:**

  
Mark McCauley, County Administrator

  
Date

# CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Bayside Housing and Services

Contract No: Bayside-Subsidy

Contract For: Subsidy

Term: 01/01/25 - 12/31/25

COUNTY DEPARTMENT: County Administrator

Contact Person: Carolyn Gallaway

Contact Phone: x122

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

AMOUNT: \$50,000

Revenue: \_\_\_\_\_

Expenditure: \$50,000

Matching Funds Required: \_\_\_\_\_

Sources(s) of Matching Funds: \_\_\_\_\_

Fund # 148

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 1/17/2025.

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

Electronically approved as to form by PAO on 1/17/2025.  
Thank you for making the changes.

**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**

Grant Agreement by and Between Jefferson County  
and  
Bayside Housing - Subsidy  
For Affordable Housing/Homelessness Services Grant Funding

WHEREAS, RCW [36.22.250](#) authorizes the use of SSB 5386 a recording fee surcharge to provide funding for affordable housing services, homeless housing and assistance, and local homeless housing and assistance; and

WHEREAS, RCW [82.14.530](#) authorizes the use of SHB 1590 sales tax revenues to support affordable housing; and

WHEREAS, RCW [82.14.540](#) authorizes the use of SHB 1406 sales tax revenues to support affordable housing; and

WHEREAS, on September 3, 2024 the Board of County Commissioners approved funding levels and authorized the release of a Request for Proposals for the funds collected pursuant to the above cited RCW's; and

WHEREAS, on November 18, 2024 the Board of County Commissioners approved the Housing Fund Board's recommendation for 2025 funding;

NOW, THEREFORE, Jefferson County, a political subdivision of the State of Washington ("County"), and Bayside Housing and Services, 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 grant of funds is hereby made to recipient for use of the Project described in Section 2. The approved maximum amount of the grant shall be \$50,000, all coming from Fund 148. Payment of grant funds shall be made upon the 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 January 1, 2025 and shall be completed by December 31, 2025.
  - c. The budget for the Project is described in Exhibit B, attached.
3. Payment. Expenses incurred 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 that includes all of the following:



- a. Each detailed invoice shall show individual items followed by the total amount incurred and the amount eligible for reimbursement under this Grant Agreement. 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; and,
  - b. The county shall review and approve invoice payments. Payments will be limited to the monies that are available under this Grant Agreement 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 regulation, applicable to the work to be completed under this Grant Agreement.

5. Indemnity

The recipient shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the recipient in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the recipient and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the recipient's liability, including the duty and cost to defend, shall be only for the recipient's negligence. It is further specifically understood that the indemnification provided constitutes the 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. 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.



- 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. Person 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. Workers' 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 cost to enforce the provisions of this subsection, all costs and fees shall be recoverable form recipient.
- 1) Recipient shall provide Workers' Compensation and Employer's Liability 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 workers' 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 case of such claim.
8. General Insurance Requirements.
- a. Insurance coverage shall be evidenced by one of the following methods:

- 1) Certificate of insurance; or,
  - 2) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- b. Any deductibles or self-insured 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 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 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 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 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 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 will be promptly replaced.
- q. Recipient shall place insurance with insurers listed to 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 the Agreement. To the extent a certificate lists or refers to any endorsements solely by name, description or number it shall be the responsibility of recipient to obtain and provide to Jefferson County Risk Management a 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:

- 1) The limits of coverage;
  - 2) The project name and agreement number to which it applies;
  - 3) The certificate holder as Jefferson County, Washington and its elected officials, officers, employees and agents with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368; and,
  - 4) A statement that the insurance policy shall not be cancelled or allowed to expire except on thirty (30) days prior written notice 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 of 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 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 with 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 State Department of Labor and Industries, including WA-DOSH Safety Regulation; and
  - b. State and Federal Anti-Discrimination Laws.



## 12. Termination.

### a. Termination by the County.

- 1) 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.
- 2) Recipient shall have the right and opportunity to cure any such material breach within the ten (10) day period.
- 3) The County may terminate this Agreement upon immediate notice to recipient. Recipient will be reimbursed for services expended up to the date of termination.
- 4) 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 in Funds 148 and/or 149 is reduced or limited in any way.

### b. Termination by recipient.

- 1) 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.
- 2) 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 on a bonafide occupational qualification.

14. **Contract Expiration.** This contract will 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 the date listed in Paragraph 2.b. above, unless extended by mutual agreement.
15. **Failure to Appropriate.** Recipient acknowledges that the County may only appropriate monies 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 Agreement 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, representation, 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 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 of 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 State, 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.
22. **Reports:** An annual report form will be due no later than January 31, 2026. The report form will be distributed before the end of the year. Non-compliance may result in no funds awarded in the future.



(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**Jefferson County**  
Board of Commissioners

**Bayside Housing**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title

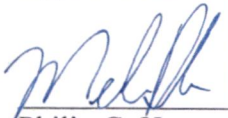
By: \_\_\_\_\_  
Heidi Eisenhour, Chair Date

SEAL:

ATTEST:

\_\_\_\_\_  
Carolyn Gallaway, CMC Date  
Clerk of the Board

Approved as to form only:

 for 01/17/2025  
Philip C. Hunsucker Date  
Chief Civil Deputy Prosecuting Attorney



## **EXHIBIT A - SCOPE OF WORK**

Recipient has been awarded \$50,000, after recommendation by the Housing Fund Board.  
Recipient shall use the Award consistently with its response to the request for proposal submitted to the Housing Fund Board during the 2025 cycle.

A true and correct copy of the recipient's response to the request for proposal is attached as Exhibit C.

## **EXHIBIT B – BUDGET**

Recipient only shall use the Award for the purposes identified in its request for proposal submitted to the Housing Fund Board during the 2025 cycle.

Recipient shall invoice the County consistent with Section 3 of this agreement.

Applicant: Bayside Housing

Contact: Michael Moore

Address: 310 Hadlock Bay Rd, Port Hadlock, WA 98339

Phone: 360-919-5366

Email: [mmoore@baysidehousing.org](mailto:mmoore@baysidehousing.org)

## EXHIBIT C - RFP

|                                               |                                                                          |                              |           |                   |                |
|-----------------------------------------------|--------------------------------------------------------------------------|------------------------------|-----------|-------------------|----------------|
| <b>Name of Project or Program or Program:</b> |                                                                          | Bayside Housing and Services |           |                   |                |
| Requested total amount for this application:  |                                                                          |                              | \$100,000 |                   |                |
| Area of the County to be served:              |                                                                          | Port Hadlock, WA             |           |                   |                |
| Name of Applicant/Agency:                     |                                                                          | Bayside Housing and Services |           | Federal Tax ID #: | 41-1798297     |
| Contact Person:                               | Michael Moore                                                            |                              |           | Title:            | Grants Manager |
| Address:                                      | 310 Hadlock Bay Rd.                                                      |                              |           | City:             | Port Hadlock   |
| State:                                        | WA                                                                       | Zip:                         | 98339     |                   |                |
| Phone Number:                                 | 360-919-5366                                                             |                              |           | Fax Number:       |                |
| E-mail:                                       | <a href="mailto:Mmoore@baysidehousing.org">Mmoore@baysidehousing.org</a> |                              |           |                   |                |

**CERTIFICATION** by Authorized Agency Representative (Board President, CEO, or another person authorized to bind the agency in a contract).

Name of Authorized Agency Representative (print): \_\_\_\_\_ Gary Keister \_\_\_\_\_

Title: \_\_\_\_\_ Executive Director \_\_\_\_\_

- Applicant certifies that these funds will be used as described in this application unless a change has been mutually agreed upon between Contractor and Jefferson County Board of County Commissioners. Substantive amendment requests will also require the approval of the Housing Fund Board ("HFB").
- Applicant certifies that the information in this application is true and correct.
- Applicant certifies that it has no outstanding obligations to the County with respect to housing funds.



Gay Kerner

\_\_\_\_\_  
Signature of Authorized Agency Representative

\_\_\_\_10/18/2024\_\_\_\_

Date

## **SPECIFIC INFORMATION**

Please separately tab each section of the application submission as to Project or Program Description, Capacity, Alignment, Approach, Impact of Funds, Budget.

### **PROJECT DESCRIPTION**

- Name of Project or Program: \_\_Woodley Place Subsidies\_\_
- Amount requested: \_\_\$100,000\_\_
- Provide a brief description of the Project or Program: **(LIMIT 200 WORDS)**  
Woodley Place is a Permanent Supported Housing facility in Port Hadlock, WA. This facility has 17 units that are dedicated to households that meet the eligibility for PSH. Requirements include being at or below 30% AMI, homeless or threat of being homeless, and having a diagnosed physical disability or mental health illness. After entry, Residents can earn up to 80% AMI after they enter into the housing unit. The income guidelines are in a covenant for 40 yrs that is contracted with WA State Dept. of Commerce HTF for grants received. Households who qualify are some of the most vulnerable members of the county's population: among them are seniors, veterans, households with children, people experiencing domestic violence, and those with major physical or mental health challenges and disabilities. As tenants in PSH, they will be permanently and safely housed and receive the supportive services and trauma-informed care they need to remain housed and address concurrent challenges to their mental, physical, and social health.  
5386 Funds will be applied to subsidize the households at Woodley Place. BHS is working with PHA and VA to establish additional subsidies for residents that meet eligibility requirements.

- Specify the Project or Program goals and expected outcomes. Specify the measures of success by which the Project or Program will be assessed. **(LIMIT 300 WORDS)**

The PSH program at Woodley Place aims to allow low-income households to gain stability within the community they reside.

Placement of up to 34 individuals in Permanent Supportive Housing, which involves:

- BHS participation in Jefferson County's coordinated entry system to identify the most vulnerable individuals and move them swiftly into PSH.
- Assessment of prospective PSH tenants.
- Entering PSH tenant data into the HMIS system.

- Commissioning a background check for each prospective program participant. Case management staff work with program participants on a case-by-case basis and seek to understand their individual situations. The safety and well-being of all PSH residents is foremost. While there is no binding threshold, entry for homeless individuals with criminal records that include sexual offences and violent crime is considered on a case-by-case basis, using degree, frequency, circumstances, and time lapsed as criteria for the decision.
- Familiarizing PSH tenants with the rights and responsibilities of tenancy and securing 12-month lease agreements.
- Providing basic information and training in life skills such as how to maintain a lease, move around the city via public transportation, manage bank accounts, create and adhere to a household budget, and pay bills (especially online, in a paperless environment).
- Inviting PSH tenants to work with the BHS Supportive Services team to voluntarily explore and secure the services and skills they need to rebuild their lives, which may include behavioral/medical care, Self Management programs, peer support, public agency support, education and/or workforce training, enrichment activities, and facilitating therapeutic court and family reunification programs.
- Leveraging rental assistance for PSH program participants via Community Behavioral Health Rental Assistance (CBRA), Aging and Long-Term Support Administration assistance (ALTSA), and Governor's Opportunity for Supportive Housing (GOSH).
- Providing on-site supportive services Monday through Friday from 8 am to 5 pm and rotating responsibility for staffing during off hours.
- Participating in the life of the Woodley Place community and the greater Jefferson County community.

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

- Woodley Place has 17 units and has the potential to house up to 34 individuals with double occupancy.

#### **Threshold Requirements:**

- Identify the specific eligible use(s) under 5386 and/or 1590 for which the Project or Program qualifies, as listed on pages two through four of the RFP. If you are submitting for both operating and development funds, please submit separate budgets for each.

#### 5386 Operating Funds:

Woodley Place subsidies meets the eligible uses as defined in the RFP sections:



- ☐ Persons who would otherwise be living on the streets or in an emergency shelter.
  - ☐ Households who are very low-income.
  - ☐ h. Rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless.
  - ☐ l. Rental assistance vouchers for housing units that are affordable to very low-income households.
- Provide a brief description of recent, relevant and successful experiences in delivering similar programs and/or projects.

BHS has secured results that give its board, staff, and community confidence that its approach works. Since opening in 2016, BHS has expanded service capacity by increasing units of housing from 6 to 60, grown its Supportive Services staff from 1 to 5, and has provided over 80,916 bed nights of safety to 290 homeless program participants, 55% of whom have been placed into stable, long-term housing so far. Since beginning services, BHS has placed 184 program participants into permanent housing to-date. BHS has served program participants over 30,280 daily meals since 2016; in 2024 BHS has served 94 individuals and has assisted 25 of those into housing ; and helped program participants receive successful treatment for substance use disorder, secure health insurance and subsequent medical treatment, find employment, and further their education via GEDs, vocational training, and other degrees. Currently, the 82 individuals presently housed at Bayside Tower, Woodley Place and the 2 Tiny Shelter Villages include adults, seniors, veteran, persons experiencing domestic violence, children, families, and individuals with disabilities. Currently, the 84 individuals presently housed includes 44 adults, 26 seniors, 8 veterans, 8 children, 9 families, and 42 individuals with disabilities.

- **Briefly describe how the project aligns with the priorities and objectives of the Five-Year Homeless Housing Plan and the community outreach conducted for the project or program. (LIMIT 400 WORDS)**

Objectives 1 & 2: BHS identifies program participants through a referral partnership with local social service organizations. We also post our application online to facilitate self-referral. Upon receipt, all applications are entered into our database to be followed by a detailed interview process. Focused interviews and questionnaires are completed to determine needs. Applicants are then rated on a vulnerability index to further prioritize those most in need of immediate services.

Objective 3: The need for permanent housing solutions has led to BHS's decision to begin a Permanent Supportive Housing (PSH) program at Woodley Place. Our wraparound case

management services are available to all 50+ participants, allowing them to connect with services, improve mental and physical health, and strengthen educational and economic prospects. Similar, however voluntary, case management support will be available for residents in PSH at Woodley Place. These services will be specifically focused on education and skill-building to ensure sustainable tenancy. Recent studies (WA Health Care Authority, 2020) indicate that supportive housing, particularly the Foundational Community Support model we anticipate using, leads to significant increases in transitions out of homelessness.

Objective 5: BHS designs and runs trauma-informed and client-centered programs to address the circumstances and background of each program participant. This goal guides our case management training and specifies non-discrimination and inclusiveness based on race, gender or ethnicity. Developing culturally sensitive services for our diverse pool of program participants is essential. Past program participants have ranged in age (0-88), including BIPOC community members and those identifying as LGBTQ+. All are welcome at Bayside.

Objective 6: BHS participates in the annual PIT Count and provides information to the Homeless Management Information System. BHS staff and board members are active in community groups working toward housing improvements and frequently participate in advocacy efforts.

Woodley Place development into Permanent Supportive Housing was included in Bayside Housing & Services' Annual Impact Report, which is distributed widely to our donor base and interested parties via email, social media and on our website. The Impact Report is also printed in two local newspapers.

We have also had direct communications with commercial neighbors, with the neighboring Community United Methodist Church congregation leaders, and with OlyCAP. Tours of the property have also been provided to members of the Jefferson Community Foundation and to Housing Solutions Network members.

**A. APPROACH - Completeness of Proposal and Readiness (5 Points) (LIMIT 400 WORDS)**

Approach. BHS is employing Coordinated Entry and is guided by principles influenced by Center for Supportive Housing training in developing a tenant-centered integrated approach to educate and house individuals in Woodley Place PSH. On-site management continues training according to best-practice guidelines to serve the ongoing tenant needs and education around rights and responsibilities as leaseholders. Case management has established an office on-site with regular hours and availability by phone 24/7. Case management responsibilities include developing healthy working relationships with the tenants to provide advocacy and assistance in meeting their needs. Maintenance staff is on site daily to ensure safety and health standards are upheld. Maintenance staff is guided by a matrix of weekly and monthly tasks and annual



inspections to ensure the facility stays in proper repair. A system for tenant-requested repairs is in place; tenants are provided guidance on procedures during their walk-through and lease-up.

**Readiness to use funding. BHS will be ready to use funding as PSH units are leased up in 2024. Subsidy will be required for most, if not all tenants.**

Bayside may also apply Consolidated Homeless Grant funds to the project (in the form of Eviction Prevention funds, IF a tenant has been unable to pay rent and is at risk of eviction). Bayside is also preparing to begin billing through the Washington State Healthcare Authority for the provision of Foundational Community Supports services. FCS financial projections are limited at this point, as this will be a new service 2024.

**B. IMPACT OF FUNDS - Leverage of Other Funds and Number of Persons Assisted**  
**(10 Points) (LIMIT 400 WORDS)**

The project would contribute 17-34 total project entries and 17-34 exits to permanent housing. Initiating tenancy in PSH shortens the length of time someone would spend homeless and the availability of Supportive Housing services is intended to foster sustainability of tenant status and minimize returns to homelessness.

There are no established matching fund contingencies at present for subsidizing PSH units in Jefferson County. BHS is working to establish funding through PHA and the VA for specific units. Housing Subsidies are typically established with the household/individual through their eligibility with various programs. BHS case management serves in a position to assist households with this process. Due to the limited amount of housing vouchers available, it is imperative that subsidies be sought at every opportunity.

BHS has applied to the Wa State Dept. of Commerce PSH OMS funding opportunity to leverage additional expenses of operating Woodley Place. Operations will be sustained by foundation grants, Medicaid billings, and donations from Bayside's 818-member donor base provided via annual fund campaigns and special fundraising events like Bayside's annual Gala, September 28, 2024.

**C. PROJECT OR PROGRAM BUDGET – A Feasible Financial Plan (5 Points)**

**BUDGET FORMS**

Funding period **begins January 1, 2025, and ends December 31, 2025.** Please use the attached budget templates. If you need additional space, you may insert rows. "Proposal" refers to the funds requested from these funds that will be applied to this specific Project or



Program. Blank spaces are provided for additional categories. Justification for budget items must be specific, and that same specificity should be reflected in 10/subsequent billings. **A maximum 10% Administration fee is allowed for projects if needed, however, Administration fees are not allowed for Capital Projects.**

#### CAPITAL BUDGET FOR REAL ESTATE DEVELOPMENT USES

| Financing Categories       | Estimate  | Basis of Estimate |
|----------------------------|-----------|-------------------|
| Total Acquisition Costs    | \$        |                   |
| Construction               | \$        |                   |
| Construction Fees          | \$        |                   |
| Financing Fees and Charges | \$        |                   |
| Guarantees and Reserves    | \$        |                   |
| Developers Fee             | \$        |                   |
|                            | \$        |                   |
| <b>Subtotal</b>            | <b>\$</b> |                   |
| <b>TOTAL</b>               | <b>\$</b> |                   |

#### SOURCES

| Financing Categories                    | Estimator | Indicate if Committed or Application has been made. If not made indicate date application is to be submitted |
|-----------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------|
| Private Loan                            | \$        |                                                                                                              |
| Jefferson County Funds                  | \$100,000 | Applied 5386 Funding                                                                                         |
| Public Sources (State or Federal Funds) | \$140,000 | Applied for O&M as a PSH facility. Dept. Of Commerce                                                         |
| Foundations                             | \$        |                                                                                                              |

|                                                    |                  |  |
|----------------------------------------------------|------------------|--|
| Donations                                          | \$               |  |
| Low Income Housing Tax Credits (indicate 9% or 4%) | \$               |  |
| Historic Tax Credits                               | \$               |  |
| New Market Tax Credits                             | \$               |  |
| Gap (if any)                                       | \$               |  |
| <b>TOTAL</b>                                       | <b>\$240,000</b> |  |

Please include any budget narrative that is descriptive or helpful to explain any part of your proposed expenditures in your capital budget(s). **(LIMIT 300 WORDS)**

**PROGRAM OPERATING BUDGET**  
**[2025]**

| Budget Categories         | Program           | Proposal         | Justification       | Priority |
|---------------------------|-------------------|------------------|---------------------|----------|
| Salaries                  | \$                | \$               |                     |          |
| Benefits                  | \$                | \$               |                     |          |
| Rental Subsidies          | \$173,100         | \$100,000        | At or Below 30% AMI | 1        |
| Utilities                 | \$                | \$               |                     |          |
| Insurance                 | \$                | \$               |                     |          |
| Food/Supplies             | \$                | \$               |                     |          |
| Furnishings/Equipment     | \$                | \$               |                     |          |
| Repair/Maintenance        | \$                | \$               |                     |          |
| Transportation (explain)  | \$                | \$               |                     |          |
|                           | \$                |                  |                     |          |
| <b>Subtotal</b>           | <b>\$ 173,100</b> | <b>\$100,000</b> |                     |          |
| Administration (10% max.) | \$17,310          | \$               |                     |          |
| <b>TOTAL</b>              | <b>\$ 190,410</b> | <b>\$100,000</b> |                     |          |

If your Project or Program includes salaries and benefits, please list position(s) and FTE to be paid by these funds (FTE should be that percentage of time the employee is dedicated to this Project or Program):

| Position | Salary | Benefits | FTE |
|----------|--------|----------|-----|
|          |        |          |     |
|          |        |          |     |
|          |        |          |     |

#### FUNDING SOURCES FOR THE PROGRAM in 2025

| Funding Sources                         | Awards 20XX | Awards 20XX |  | Indicate if Committed or Application has been made. |
|-----------------------------------------|-------------|-------------|--|-----------------------------------------------------|
| Public Sources (State or Federal Funds) | \$          | \$          |  |                                                     |
| Private Donations                       | \$          | \$          |  |                                                     |
| Foundation Grants                       | \$          | \$          |  |                                                     |
| United Campaigns                        | \$          | \$          |  |                                                     |
| Other                                   | \$          | \$          |  |                                                     |
| Other                                   | \$          | \$          |  |                                                     |
| <b>TOTAL</b>                            | <b>\$</b>   | <b>\$</b>   |  |                                                     |

Please include any budget narrative that is descriptive or helpful, to explain any part of your proposed expenditures. For instance, if you are requesting furnishings or appliances specifically for housing included in your Project or Program, what are the items you are requesting? **(LIMIT 300 WORDS)**



Current projections for rental subsidies are based off the average rent paid of current residents at Woodley Place PSH. Being that tenancy is eligible to those that have an income of 30% or below AMI, the average rent calculated from 30% of the tenants' income is \$216.00. Rent is based off the 2025 HUD FMR rate of \$1072.00 leaving a gap fund of \$856.00 per efficiency. BHS has met with the Peninsula Housing Authority to verify the standards for Section 8 eligibility and is pursuing conversations with the VASH program to do likewise. The goal is to establish residents with vouchers attached to the household that they can take with them, aligning the standard of housing choice.

## **ATTACHMENT A**

### **Required Insurance Coverages**

1. Commercial General Liability.

- 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.
- The commercial general liability insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
  - Broad form property damage, with no employee exclusion;
  - Person injury liability, including extended bodily injury;
  - Broad form contractual/commercial liability, including completed operations and product liability coverage;
  - Premises – operations liability (M&C);
  - Independent contractors and subcontractors; and,
  - Blanket contractual liability.
- Recipient's commercial general liability policy shall include employer's liability coverage.
- The County and its elected officials, officers and employees shall be named as an additional insured party under this insurance policy.

2. 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.

3. Workers' 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 cost to enforce the provisions of this subsection, all costs and fees shall be recoverable from Recipient.

- Recipient shall provide Workers' Compensation and Employer's Liability 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.
- This coverage shall extend to any contractor or subcontractor that does not have their own workers' compensation and employer's liability insurance.
- 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 case of such claim.

#### 4. General Insurance Requirements.

- Insurance coverage shall be evidenced by one of the following methods:
  - Certificate of insurance; or,
  - Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.



- Any deductibles or self-insured 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.
- 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.
- 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.
- 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.
- All deductibles in Recipient's insurance policies shall be assumed by and be at the sole risk of Recipient.
- 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.
- 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.

- 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.
- Recipient shall provide a copy of all insurance policies specified in this Agreement.
- 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 mailed to the County at the following address: Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368.
- Recipient's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- 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.
- 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.
- 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.

- 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 will be promptly replaced.
- Recipient shall place insurance with insurers listed to 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.
- Certificates of insurance as required by this Agreement shall be delivered to the County within fifteen (15) days of execution of the Agreement. To the extent a certificate lists or refers to any endorsements solely by name, description or number it shall be the responsibility of Recipient to obtain and provide to Jefferson County Risk Management a full and complete copy of the texts of such endorsements.
- The County shall be named as an “additional insured” on all insurance policies required by this Agreement.
- Recipient shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include:
  - The limits of coverage;
  - The project name and agreement number to which it applies;
  - The certificate holder as Jefferson County, Washington and its elected officials, officers, employees and agents with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368; and



- A statement that the insurance policy shall not be cancelled or allowed to expire except on thirty (30) days prior written notice to the County.