

**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; Olympic Community Action Programs – Haines Street Cottages

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; Olympic Community Action Programs – Haines Street Cottages; in the amount of \$95,000

ANALYSIS:

The attached Grant Agreement will provide \$95,000 in funds approved by the Board of County Commissioners on November 18, 2024.

FISCAL IMPACT:

\$95,000 from Fund 148.

RECOMMENDATION:

Approve the attached Grant Agreement.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Olympic Community Action Programs

Contract No: OlyCAP-Haines

Contract For: Haines Street Cottages

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

COUNTY DEPARTMENT:	County Administrator
Contact Person:	Carolyn Galloway
Contact Phone:	x122
Contact email:	carolyn@co.jefferson.wa.us

AMOUNT: \$95,000

PROCESS:

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

Revenue: _____

Expenditure: \$95,000

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # 148

Munis Org/Obj: _____

APPROVAL STEPS:

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

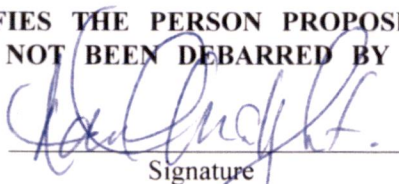
CERTIFIED: ☒ N/A: ☐


Signature

1-17-25
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: ☐


Signature

1-17-25
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
Olympic Community Action Programs (“Recipient”) – Haines Street Cottages
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 Olympic Community Action Programs, 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 \$95,000, 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 from 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'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 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'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 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 Agreement 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

Olympic Community Action Programs

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 \$95,000, 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: Olympic Community Action Programs (Recipient)

Contact: Viola Ware,

Address: 2120 W. Sims Way, Port Townsend, WA 98368

Phone: 360-385-2571

Email: vware@recipient.org

EXHIBIT C - RFP

**FUNDING FOR
AFFORDABLE AND SUPPORTIVE
HOUSING & HOMELESS HOUSING
AND ASSISTANCE FUNDS
APPLICATION**

Proposals must be RECEIVED: 10/18/24 at 4pm

**JEFFERSON COUNTY
THROUGH THE COUNTY & CITY OF PORT TOWNSEND
HOUSING FUND BOARD**

Application

AFFORDABLE AND SUPPORTIVE HOUSING & HOMELESS HOUSING AND ASSISTANCE FUNDS

For use from January 1, 2025 to December 31, 2025

GENERAL INFORMATION –It is understood that if awarded funding for this period, there is no guarantee of future funding beyond this award.

We estimate the available funding for this period to be approximately \$165,000 for 5386 Homeless Housing and Assistance (operating) funds; \$840,000 for 1590 Affordable and Supportive Housing development funds; and first year operating funds; and \$560,000 for 1590 Affordable and Supportive Housing operating funds. Note that 1590 operating funds may be used for all housing-related services.

Name of Project or Program Haines Street Cottages

Requested total amount for this application: \$ 130,240

Area of the County to be served: Jefferson County

Name of Applicant/Agency: OLYCAP

Federal Tax ID #: 91-0814319

Contact Person: Viola Ware

Title: Housing Director

Address: 2120 W. Sims Way

City: Port Townsend

State: WA Zip: 98368

Phone Number: 360-385-2571

Fax Number: 360-385-5185

E-mail: vware@olycap.org

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): Holly Morgan

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.

Holly Morgan

Signature of Authorized Agency Representative

Oct 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: Haines Street Cottages
- Amount requested: \$130,240
- Provide a brief description of the Project or Program: **(LIMIT 200 WORDS)**

The Haines Street Cottages consist of eight two-bedroom cabins located in Haines Street Port Townsend. The cabins provide emergency and transitional housing to individuals experiencing homelessness, offering continuous stays up to 24 months. Up to 32 individuals can be housed at any given time. Currently 16 persons are housed at Haines Street Cottages. After Olycap was notified that it did not receive funding from BHAC for utilities it was determined that vacancies would not be filled unless and until operating funds for 2025 were secured.

Priority placements are given to individuals involved in the Jefferson County Therapeutic Courts and families with children experiencing homelessness. Olycap has partnered with Discovery Behavioral Health and Believe in Recovery to provide housing with supportive housing services. Olycap is responsible for maintaining the property and all expenses including utilities and insurance.

- 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 primary measurable outcome of success at Haines Street is the number of persons exiting into permanent housing. In 2024 persons in 4 cottages exited to permanent housing. In 2024 the Cottages maintained 100% occupancy up until recently as noted above. Families with children get priority placement for specified units at 7th Haven and Northwest Passage.

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

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: **Operating Subsidies for existing units of transitional housing**

1590 Development Funds:

1590 Operating Funds: **Funding the operations of facilities where housing programs are provided**

- Provide a brief description of recent, relevant and successful experiences in delivering similar programs and/or projects.

Olycap has owned and operated Haines Street Cottages since 1990 and the open-air hybrid shelter at Caswell Brown Village since 2021. Olycap has a proven track record of providing essential emergency housing services to the community.

OlyCAP has the technical capacity to operate and monitor housing related programs. OlyCAP operates four properties providing housing to low- and moderate-income residents and emergency housing at Haines Street Cottages.

Executive Director Holly Morgan has extensive non-profit management experience. She has already introduced experienced financial management, emphasized compliance with policies such as procurement and supported best practices in project management. Housing Director Viola Ware joined OlyCAP in June of 2024 and has broad experience in developing and managing innovative housing services and case management for the previous 12 years in Clallam County including, but not limited to, pioneering outreach and co-response with Law Enforcement on the Olympic Peninsula, created youth-centered coordinated entry, and developing a medical respite for individuals experiencing homelessness which reduced post-discharge ER visits over 60% in its first year.

- 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)

This program supports the following objectives of the Five-Year Homeless Housing Plan:

Objective #2: Prioritization of Housing for People with Highest Needs: Haines Street participants are all assessed and entered into the Jefferson Coordinated Entry system to be prioritized for housing opportunities in order that those with highest needs and most barriers are at the top of the list.

Objective #3: Operate an Effective and Efficient Homeless Crisis Response System: Haines Street fulfills an important function as part of the homeless response system in our community. It serves the Therapeutic Court and Juvenile Services. Transitional housing is an essential steppingstone for those who lack rental history, credit worthiness, rental references or have other barriers to securing permanent housing.

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

The Project is ready to use the funding now.

The requested funds will fully fund the Project for 2025.

The Project cannot be scaled. Utilities and Department of Commerce mandated repairs are for all cottages.

Other funds were requested from the BHAC for utilities but were not awarded as had previously been the case.

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

The primary impact of these funds is to maintain shelter and transitional housing for 16 persons in need of supportive services currently housed at Haines Street Cottages and to provide housing for up to an additional 16 persons should funding be granted. Discovery Behavioral Health and Believe in Recovery use a total of four cottages for those in Therapeutic Court and those exiting initial recovery programs. In addition, one cottage is reserved for homeless youth.

This property has operated for forty years providing an essential service to the community. Without this funding Haines Street Cottages will be unable to continue in operation. Sixteen persons will require transition to other available housing or shelter and more than likely will be made homeless.

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 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	\$	
	\$	
Subtotal	\$	
TOTAL	\$	

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	\$	
Public Sources (State or Federal Funds)	\$	
Foundations	\$	
Donations	\$	
Low Income Housing Tax Credits (indicate 9% or 4%)	\$	
Historic Tax Credits	\$	
New Market Tax Credits	\$	
Gap (if any)	\$	

TOTAL	\$	
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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
January 1, 2025 to December 31, 2025

Budget Categories	Program	Proposal	Justification	Priority
Salaries	\$21,000	\$21,000		
Benefits	\$8,400	\$8,400		
Rental Subsidies	\$	\$		
Utilities	\$40,000	\$40,000	Utilities are required for continued operation.	1
Insurance	\$4,000	\$4,000	Insurance is required for continued operation.	1
Food/Supplies	\$	\$		
Furnishings/Equipment	\$	\$		
Repair/Maintenance	\$45,000	\$45,000	The Department of Commerce has mandated certain repairs necessary to continue operation of the Cottages	1
Transportation (explain)	\$	\$		
	\$			
Subtotal	\$118,400	\$118,400		
Administration (10% max.)	\$11,840	\$11,840		
TOTAL	\$130,240	\$130,240		

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
Property Manager	\$6,000	\$2,400	.10
Youth Services Manager	\$5,000	\$2,000	.10
Maintenance Manager	\$10,000	\$4,000	.25
	\$21,000	\$8,400	

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	\$	\$		
TOTAL	\$	\$		

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)

This operating budget is for the existing 20 tiny shelters and 20 RV sites. To the extent new units of tint shelters are funded the budget will be for operating new units and would qualify for funding from 1590.

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.