

1 orig: OlyCAP }
cc: CA } 11/26/18
Aud }

Retain 2026

**INTERIM HOMELESS SHELTER SERVICE AGREEMENT WITH OLYCAP
FOR NOVEMBER 1, 2018 THROUGH APRIL 30, 2020**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, (“the County”), and Olympic Community Action Programs, a non-profit organization, (“OlyCAP”), in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, the County, the City of Port Townsend (“the City”), and OlyCAP entered into an Interlocal Agreement on October 23, 2003 (the “2003 ILA”) designating OlyCAP as the administering agency to utilize 2163 program revenues for affordable housing programs pursuant to RCW 36.22.178, and the County, City and OlyCAP entered into a second Interlocal Agreement on December 22, 2005 (the “2005 ILA”) designating OlyCAP as the administering agency to utilize 2163 program revenues to enhance homeless programs and homeless facilities to serve homeless people throughout incorporated and unincorporated Jefferson County pursuant to RCW 36.22.179 and RCW 36.22.1791, and authorizing OlyCAP itself to use up to 90% of revenues to administer affordable housing programs under the 2003 ILA and homeless housing programs under the 2005 ILA, consistent with state statutes; and

WHEREAS, under the 2003 ILA and 2005 ILA, OlyCAP, a broad-based non-profit and Community Action Agency recognized by the State and Federal governments, has successfully administered a homeless shelter program, including a shelter at the American Legion for homeless men and women, the Haines Street Cottages to provide shelter for homeless persons, and a housing assistance program, together providing shelter with a goal of transitioning people into permanent housing and employment; and

WHEREAS, OlyCAP is contracted under the 2005 ILA to operate a summer homeless shelter at the American Legion from May 7, 2018 through October 31, 2018 and is authorized to provide a variety of homeless shelter services under the 2005 ILA ; and

WHEREAS, on November 19, 2018, the City of Port Townsend and Jefferson County completed execution of an Interlocal Cooperation Agreement Between Jefferson County and the City of Port Townsend to Support Affordable Housing and Homeless Housing Programs Pursuant to RCW 36.22.178, RCW 36.22.179, and RCW 36.22.1791 (“the 2018 ILA”); and

WHEREAS, it is essential that operations of a homeless shelter program, including the shelter at the American Legion, the Haines Street Cottages, and the housing assistance program, continue uninterrupted for an initial interim period, while the 2018 ILA is first implemented to eventually assume oversight of those functions; and

WHEREAS, the 2005 ILA and 2018 ILA provide authority and funding for such an interim homeless shelter service agreement using funds generated under RCW 36.22.179 and RCW 36.22.1791; and the 2018 ILA states the County shall enter into an Interim Homeless Shelter Service Agreement for the purpose of providing funding for the operation of the homeless shelter program through April 30, 2020;

NOW THEREFORE, it is agreed as follows:

1. Project Funding Designation. OlyCAP is retained by the County as the interim homeless shelter service provider to operate a homeless shelter program for the period of November 1, 2018 through April 30, 2020.
2. Scope of Services. OlyCAP agrees to utilize the funding provided under this Agreement along with other funding to perform the homeless shelter program services, identified in Exhibit "A" attached hereto, including the provision of all labor. This includes:
 - a. Operating a Homeless Shelter in the basement of the American Legion Marvin G Shields Memorial Post #26 located at 209 Monroe Street in Port Townsend to house persons at the conclusion of the 2018 Summer Homeless Shelter Agreement, from November 1, 2018 through April 1, 2020, with closeout activities through April 30, 2020,
 - b. Operating the Haines Street Cottages from November 1, 2018 through April 30, 2020, and
 - c. Providing Housing Assistance, from November 1, 2018 through April 30, 2020 as described in Exhibit "A."
3. Term. The term of this Agreement is from November 1, 2018, through April 30, 2020. Work performed on November 1 and thereafter prior to the execution of this Agreement, consistent with the scope of this Agreement, is hereby ratified.
4. Payment. OlyCAP shall be paid by the County for completed work and for services rendered under this Agreement with funds collected by the County pursuant to RCW 36.22.178, RCW 36.22.179, and RCW 36.22.1791, as follows:
 - a. Payment for the work provided by OlyCAP shall be to reimburse actual operation costs for preparing and running the Homeless Shelter, and for referrals to the Haines Street Cottages and for Housing Assistance, not otherwise paid for, including costs such as staff salary and benefits, utilities, food, toiletries, associated indirect cost rate, etc., as described in Exhibit "B" of this Agreement, attached hereto and incorporated herein. The total amount of payment to OlyCAP through this Agreement shall not exceed the following amounts for each budget year without prior written modification of this Agreement, executed by both parties:
 - (i) November 1 – December 31, 2018:...\$ 53,062
 - (ii) January 1 – December 31, 2019:.....\$ 255,000
 - (iii) January 1 – April 30, 2020:.....\$ 118,683Total 11/1/2018 - 4/30/2020 \$ 426,745

- b. By July 1, 2019, the Joint Oversight Board convened under the 2018 ILA shall review OlyCAP's budget for this Agreement, and recommend any potential amendments to the budget for negotiation by the County and OlyCAP. This Agreement may be amended as mutually agreed by the County and OlyCAP.
 - c. OlyCAP may submit invoices to the County once per month during the term of this Agreement to reimburse OlyCAP for eligible project costs completed to date, detailing expenditures by line item, and with such other backup information as the County may require. Such invoices are subject to review by the County, and costs must only be for allowed uses of funds pursuant to RCW 36.22.178, RCW 36.22.179 and/or RCW 36.22.1791. Upon approval by the County of the invoices and required reports, payment will be made to OlyCAP in the amount approved, up to the payment limits of this Agreement.
 - d. Payment as provided in this section shall be compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. Payments under this Agreement shall supplement other funding OlyCAP may obtain to help pay for services pursuant to the Scope of Work for this Agreement, and shall not duplicate payment for costs covered by such other funding.
 - f. OlyCAP's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County, the City, and/or the state for a period of six (6) years after final payments. Copies shall be made available upon request.
5. Reporting. Quarterly, provide to the County and the City a report summarizing client numbers and demographics for the Shelter at the American Legion, the Haines Street Cottages and Housing Assistance, the types of services provided in each program, program statistics, and an accounting of each program's budget, including actual costs by line item, as well as listing all revenues including those from other sources, to fund its operation. Include documentation of any OlyCAP overhead/Indirect Cost Rate (ICR) included in those costs.

Provide the County and the City such other information as required to fulfill the reporting requirements of RCW 42.185C.045, and to comply with the requirements of RCW 43.185C.240(1) when housing vouchers are issued with funds provided through this Agreement, and such other reports as the City and County may jointly request.

6. Compliance with laws. OlyCAP shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

7. Indemnification. OlyCAP shall indemnify, defend and hold harmless the City, the County, their officers, agents, employees and volunteers, from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Facilitator in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. It is further specifically and expressly understood that the indemnification provided herein constitutes the Facilitator's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Insurance. OlyCAP shall obtain and keep in force during the terms of the Agreement, policies of insurance as follows:

Worker's Compensation Insurance for employees and covered volunteers in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington.

Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

The County shall be named as an "additional insured" on the General Commercial Liability policy.

Professional liability (errors & omissions) insurance. OlyCAP shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

Excess or Umbrella Liability Insurance (Over Primary) of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, and shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

Insurance coverages shall be evidenced by one of the following methods:

- * Certificate of Insurance;
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County. At the option of the County after consultation with OlyCAP, the insurer shall reduce or eliminate deductibles or self-insured retention, or OlyCAP may be required to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OlyCAP shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of OlyCAP to take out and/or maintain any required insurance shall not relieve OlyCAP from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that 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 both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the 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 policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of OlyCAP.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to OlyCAP until such time as OlyCAP 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 policy of insurance OlyCAP must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by OlyCAP refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of OlyCAP to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon OlyCAP’s failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to OlyCAP.

9. Independent Contractor. OlyCAP and the County agree that OlyCAP is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither OlyCAP nor any employee of OlyCAP shall be entitled to any benefits accorded County employees by virtue of the services provided under this 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, otherwise assuming the duties of an employer with respect to OlyCAP, or any employee of OlyCAP.
10. Inspection of Records. All OlyCAP financial and program records with respect to any matters covered by this Agreement shall be made available to the County and the City of Port Townsend and the State of Washington upon reasonable notice at any time during normal business hours to allow verification of reports and financial records for this Agreement, and to inspect, audit and make copies of any relevant records and data.
11. Assignment. OlyCAP shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County.
12. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
13. Termination.
 - a. In the event new fee revenue from recorded documents is inadequate to fully fund this Agreement or the shelter facility in Section 2.a. becomes unavailable, the County reserves the right to negotiate with OlyCAP appropriate amendments to this Agreement, or to unilaterally terminate all or a portion of this Agreement by giving 30 days’ written notice to OlyCAP.
 - b. The County reserves the right to terminate this Agreement at any time by giving one-year’s written notice to OlyCAP.

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

14. Notices. Notices to the County of Jefferson shall be sent to the following address:

Jefferson County Administrator
1820 Jefferson Street
P.O. Box 1220
Port Townsend, WA 98368

Notices to OlyCAP shall be sent to the following address:

OlyCAP Executive Director
823 Commerce Loop
Port Townsend, WA 98368

15. Dispute Resolution. Differences, disputes and disagreements between OlyCAP and the County arising under or out of the Agreement will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute, including but not limited to relating to the quality or acceptability of performance or compensation due OlyCAP, will be decided by the County Administrator. All rulings, orders, instructions and decisions of the County Administrator will be final and conclusive.
16. Venue. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.
17. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the County and OlyCAP and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both County and OlyCAP.
18. Severability. If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

19. General Terms.

- a. It is understood and agreed that this agreement is entered into in the State of Washington. This agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington, and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this agreement.
- b. This agreement contains terms and conditions agreed upon by the parties.
- c. No representation or promise not expressly contained in this agreement has been made.
- d. The parties are not entering into this agreement based on any inducement, promise or representation, expressed or implied, which is not expressly contained in this agreement.
- e. This agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this agreement.
- f. The headings of the sections of this agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this agreement.
- g. No term or provision of this agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- h. 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.
- i. This agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
- j. **Nondiscrimination; Equal Employment Opportunity.**
 - i. In the performance of this agreement, the parties and their employees and agents shall at all times comply with all federal, state, or local laws, ordinances, rules, or regulations with respect to nondiscrimination and equal employment opportunity which may at any time be applicable.

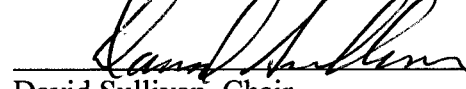
- ii. Without limiting the generality of the foregoing, the parties shall not discriminate against any employee or applicant for employment because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as required by law.
- iii. The parties and their employees and agents shall not at any time discriminate against any other persons or entity because age, sex, marital status, sexual orientation, race, 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 dog guide or service animal by a person with a disability.
- k. The parties shall keep and maintain all records that may be required by law in connection with compliance with this section.
- l. The parties agree that this agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

DATED this 21st day of November, 2018.

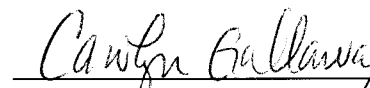
OLYMPIC COMMUNITY ACTION PROGRAM (OlyCAP)

JEFFERSON COUNTY BOARD OF COMMISSIONERS


 Dale Wilson, Executive Director 11/20/18
 Date


 David Sullivan, Chair 11/21/18
 Date

Attest:


 Carolyn Gallaway 11/21/18
 Deputy Clerk of the Board Date

Approved as to form only:



 Philip C. Hunsucker 11/20/18
 Chief Civil Deputy Prosecuting Attorney Date

EXHIBIT A – SCOPE OF SERVICES

I. THREE PROGRAMS.

OlyCAP will operate three different programs for homeless persons that are detailed below with different priorities:

- A. Homeless Shelter. OlyCAP will operate a homeless shelter with a priority to assist individuals who are homeless.
- B. Haines Street Cottages. OlyCAP will operate the Haines Street Cottages for homeless persons, with a priority to assist families who are homeless.
- C. Housing Assistance. OlyCAP will operate a housing assistance program for homeless persons, with a priority to assist families who are homeless.

II. HOMELESS SHELTER OPERATIONS.

- A. Priority. The priority of this program is to assist individuals who are homeless, with particular priority for US military veterans, physically disabled persons, persons aged 65 and older, and victims of domestic violence.
- B. Mission. OlyCAP's mission through the Shelter is to provide emergency shelter for the homeless, and within each client's capability, to help guide the clients to service resources to help them set and achieve everything and anything to overcome what led them to homelessness. The goal is for the client to achieve self-sufficiency and permanent housing.
- C. Shelter Operations. OlyCAP will operate a Homeless Shelter to provide overnight sleeping accommodations within the Shelter's bed capacity for homeless persons from November 1, 2018 through the morning of April 1, 2020 at the Shelter in the basement of the American Legion, Marvin G Shields Memorial Post #26 located at 209 Monroe Street in Port Townsend. From April 1 through April 30, 2020 while the Shelter is closed, OlyCAP will conduct a cleanup of the Shelter facility and close out operations under this Agreement.
- D. Case Manager. An OlyCAP case manager will be on site five days per week for four or more hours per day, and consistent with a client's capability, will provide assistance to services to help the client transition into permanent housing. Working with the case manager the client will be able to regain self-reliance to live independently in permanent housing. By being able to come and stay at the shelter, it allows the case manager access to the client to triage them, and to assess and prioritize their needs. Case managers are trained in best practices. Based on a client assessment, and using other OlyCAP funding resources, a case manager helps the client obtain needed services like bus passes, laundry vouchers, either directly, or by referral to an agency that has those services. Case managers work with willing clients on their housing needs through a housing plan, and together, the case

manager and client will identify available housing and subsidies, which helps the client learn housing search skills.

- E. Hours. Starting November 1, 2018, OlyCAP will operate the Shelter at the American Legion each evening starting no later than 7:00 p.m. and close it in the morning no earlier than 7:00 a.m., except for daytime services noted below which may take place after closure, later in the day. Hours may be modified with written approval of the County.
- F. Supervision Required. OlyCAP will provide for appropriate supervision and monitors for the Shelter.
- G. Beds. The total number of beds for clients at the Shelter will be up to 37 total, including up to 13 beds for women (10 beds for women, plus 3 overflow cots for women) and up to 24 beds for men (20 beds, 2 of which are in the sick room, for men, plus 4 overflow cots for men). Clients will be provided beds or cots with clean sheets for sleeping, along with blankets, a pillow, and pillowcase.
- H. Winter Meals and Coordination with COAST. Winter operations will include three meals per day, provided in coordination with COAST.
- I. Summer Meals. During summer operations, for those clients who have not eaten and are hungry, OlyCAP will supply soup, oatmeal, and cereals, and other foods as may be available, as well as access to an area for preparing food.
- J. Toiletries and Other Essentials. OlyCAP with assistance from COAST may provide toiletries and other essentials to meet basic needs for the clients.
- K. Other Services. In-house services for clients also include showers, and a clothing exchange, as well as TV, books and games. OlyCAP will also manage the Shelter facility to provide community showers twice per week, and will allow hosting of AA and NA meetings at the Shelter.
- L. Access to Mental Health, DV, and Veteran Services. Access will be provided to resources through referrals for needed services (Mental Health, DV, and Veteran services,) some on site and some through referrals.
- M. Rules of Conduct Required. OlyCAP will manage the Shelter pursuant to Rules of Conduct for clients. OlyCAP may modify the Rules as necessary to ensure smooth operations of the Shelter. OlyCAP may refuse shelter access to any individual for lack of space, previous exclusion, or other causes such as violation of Shelter Rules of Conduct. Termination of access to the shelter may be challenged using OlyCAP's Grievance Procedure.
- N. Compliance. OlyCAP will operate the Shelter in compliance with applicable federal, state and local rules, regulations and permits, and in compliance with any Shelter facility agreement with the facility owner, the American Legion, Post 26.

III. HAINES STREET COTTAGES

- A. Priority. This program provides continuous housing for up to 24 months and other housing assistance to homeless persons, with a priority on families who are homeless that may include families with a male parent.
- B. Mission. The goal and outcome is for homeless persons to become stable and self-sufficient and move them along the housing continuum.
- C. Operations. Starting November 1, 2018, OlyCAP will provide shelter for homeless persons at the Haines Street Cottages, and provide case management and access to available support services.
- D. Case Manager. OlyCAP will provide full time case managers, who are trained in best practices to help identify needs for the client, stabilize them and help them transition into permanent housing. Many of the clients entering the Haines Street Cottages shelter are traumatized and need time to stabilize before the case manager can start working on the clients goals to help get into permanent housing. Case managers work with homeless persons to stabilize them and work with them to enable them to achieve success through setting and working towards their goals, and overcoming the challenges that lead them to being homeless. The case manager and the client work towards getting them into their own permanent housing and employment.
- E. Maximum Stay. At the Haines Street Cottages, OlyCAP will house homeless persons, clean and sober, for up to a 24-month maximum stay.
- F. Partner Agencies. The Haines Street Cottages provides all of our community partner agencies (such as DOC, JAIL, Sheriff's Dept., Police Dept., Hospital, DSHS, Courts, Safe Harbor, Believe in recovery, Discovery Behavior Health, CPS, DOVE House, churches and advocates throughout the community) a place to temporarily house homeless persons in crisis and experiencing homelessness.
- G. Referrals. OlyCAP will receive referrals of eligible homeless persons from the courts, Safe Harbor, DOVE house, the State DOC, local law enforcement and County Jail, churches, mental health providers and Jefferson Healthcare.
- H. Access to Services. Clients will have access to needed services, bus passes, laundry voucher, help with cost of service for medical, dental, and eye exams.

IV. HOUSING ASSISTANCE

- A. Priority. This program assists homeless persons, with a priority on families who are homeless.
- B. Mission. The Housing Assistance program provides supports to homeless persons and to a number of the other programs that provide services that stabilize and transition homeless persons into permanent housing; it also helps support shelter case management, and provides training for housing staff on best practices.
- C. Case Manager. An OlyCAP case manager works with the homeless person to help set goals and transition into permanent housing and self-sufficiency as soon as possible. OlyCAP will prioritize which homeless persons receive these services by coordinated entry, which evaluates each homeless person by a vulnerability assessment, and which scores the most vulnerable.
- D. Hotel/Motel. The Housing Assistance program provides hotel/motel stays for homeless persons. Housing Assistance provides important overflow capacity by placing homeless persons in local hotels/motels.
- E. Vouchers. The Housing Assistance program provides vouchers to house the most vulnerable homeless persons. Vouchers that pay for temporarily hotel/motel stays for homeless persons also helps sustain local business partners such as The Old Alcohol Plant/Bayside Housing, Port Townsend Inn, Harborside Inn, Hadlock Hotel, Aladdin Hotel and Tides Inn.
- F. Direct Support. Housing Assistance also provides direct support to stabilize clients, such as bus passes, laundry vouchers and other supports to clothe and feed a family and enable them to maintain shelter and maintain employment.
- G. Supportive Services for Veterans and their Families (SSVF) and Crossroad Permanent Solution. Housing Assistance, funded by the document recording fees, will also fill a critical funding gap for two housing continuum programs: Supportive Services for Veterans and their Families (SSVF), which is rental assistance to veterans, and Crossroad Permanent Solution, which is rental assistance for people who are homeless and disabled. Housing Assistance will fill funding gaps in these programs necessary for their administration, by filling a partial shortfall to achieve OlyCAP's federally approved and audited indirect cost rate.

EXHIBIT B – NOT TO EXCEED FUNDING

Months of Operation	Shelter	Haines St Cottages	Housing Assistance	Total
Nov. 1 - Dec. 31, 2018	\$ 40,140	\$ 3,927	\$ 8,995	\$ 53,062
Jan. 1 - Dec. 31, 2019	\$ 200,000	\$ 30,000	\$ 25,000	\$ 255,000
Jan. 1 - Apr. 30, 2020	\$ 100,350	\$ 10,000	\$ 8,333	\$ 118,683
TTL - 11/1/18 - 4/30/20	\$ 340,490	\$ 43,927	\$ 42,328	\$ 426,745

Eligible expenditure line items shall be consistent with state statutes and general accounting principles, and may include, but are not limited to: Staff Salaries, Taxes & Benefits, Business Taxes & Licenses, Communications, Direct Payments, Equipment Lease & Maintenance, Insurance, Equipment, Occupancy, Printing & Publications, Professional Services, Staff & Volunteer Development, Supplies, Travel & Transportation, Facilities & Utilities Costs, and Indirect Costs (ICR) of the Interim Homeless Shelter program, as well as necessary support to sustain associated client services such as SSVF and Crossroad Permanent Solution at Haines Street and through Housing Assistance to meet their ICR.

Funding provided under this Agreement for the Haines Street Cottages constitutes roughly half of the revenues and expenditures OlyCAP will use to serve clients at the Haines Street Cottages.

Funding provided under this Agreement for Housing Assistance is less than half of the revenues and expenditures OlyCAP will use to serve clients through the Housing Assistance program.

CONTRACT REVIEW FORM

CONTRACT WITH: Olympic Community Action Program (OlyCAP)
 (Contractor)

CONTRACT FOR: Interim Homeless Shelter Services **TERM:** Ends 4/30/20

COUNTY DEPARTMENT:	<u>County Administrator</u>	<u>NOV 20 2018</u>
For More Information Contact:	<u>Philip Morley</u>	JEFFERSON COUNTY COMMISSIONERS
Contact Phone #:	<u>ext. 383</u>	
RETURN TO:	<u>BOCC Staff</u>	RETURN BY: <u>ASAP</u>
	<small>(Person in Department)</small>	<small>(Date)</small>

AMOUNT: .\$426,745.00

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Source(s) of Matching Funds: _____

PROCESS:

<input type="checkbox"/>	Exempt from Bid Process
<input type="checkbox"/>	Consultant Selection Process
<input type="checkbox"/>	Cooperative Purchase
<input type="checkbox"/>	Competitive Sealed Bid
<input type="checkbox"/>	Small Works Roster
<input type="checkbox"/>	Vendor List Bid
<input type="checkbox"/>	RFP or RFQ

Step 1: REVIEW BY RISK MANAGEMENT

Review by: *[Signature]*

Date Reviewed: 11/20/18

APPROVED FORM Returned for revision (See comments)

Comments: _____

Step 2: REVIEW BY PROSECUTING ATTORNEY

Review by: *P.C. / Jube*

Date Reviewed: 11/20/18

APPROVED AS TO FORM Returned for revision (See comments)

Comments: Result of multiple negotiations with the city of Port Townsend.


- Step 3: DEPARTMENT MAKES REVISIONS**
Have contractor sign appropriate number of originals.
- Step 4: SUBMIT TO PROSECUTING ATTORNEY FOR FINAL SIGN OFF**
- Step 5: SUBMIT TO BOCC FOR APPROVAL**
Submit originals and 6 copies of Contract, Review Form, and Agenda Bill to BOCC Office. Place "Sign Here" markers on all places the BOCC needs to sign. MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following Monday's agenda.

(This form to stay with contract throughout the contract review process.)

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners

FROM: Philip Morley, County Administrator 

DATE: November 21, 2018

RE: Potential Adoption of an Interim Homeless Shelter Service Agreement with Olympic Community Action Programs; November 1, 2018 – April 30, 2020; up to \$ 426,745

STATEMENT OF ISSUE: County Commissioners are requested to pass a motion approving a proposed Interim Homeless Shelter Service Agreement with Olympic Community Action Programs (OlyCAP) for a period of November 1, 2018 – April 30, 2020 for a total of up to \$ 426,745 over that 18-month period, and authorizing the Chair of the Commissioners to sign the Agreement on the Board's behalf.

ANALYSIS: OlyCAP has been providing homeless shelter services since 2005, under an Interlocal Agreement signed that same year between Jefferson County, the City of Port Townsend, and OlyCAP. On Monday, November 19, Jefferson County and the City of Port Townsend entered into a new Interlocal Agreement on Document Recording Fees for Homeless Housing and Affordable Housing, which replaces the 2005 Agreement.

In negotiating the new ILA, Commissioners, County staff, the City's Ad Hoc Committee on Affordable Housing and City staff also discussed an interim homeless shelter service agreement, and the new ILA specifically directs the County to enter into an Interim Homeless Shelter Service Agreement for the purpose of providing funding for the operation of the homeless shelter program through April 30, 2020.

The proposed Interim Homeless Shelter Service Agreement with OlyCAP continues three existing OlyCAP homeless shelter programs for eighteen months, from November 1, 2018 through April 30, 2020:

- A. Homeless Shelter. OlyCAP will operate a homeless shelter in the basement of the American Legion, Marvin G Shields Memorial Post #26, with a priority to assist individuals who are homeless, with a particular priority on US military veterans, physically disabled persons, persons aged 65 and older, and victims of domestic violence.
- B. Haines Street Cottages. OlyCAP will operate the Haines Street Cottages for homeless persons, providing continuous housing for up to 24 months and other housing assistance to homeless persons, with a priority on families who are homeless.

- C. Housing Assistance. OlyCAP will operate a housing assistance program that provides supports to homeless persons and that supports a number of the other programs that provide services that stabilize and transition homeless persons into permanent housing; it also helps support shelter case management, and provides training for housing staff on best practices..

Funding is provided under the Agreement to reimburse OlyCAP for actual eligible expenditures made for these three programs. Funding amounts in 2018, 2019 and 2020 are up to the following limits:

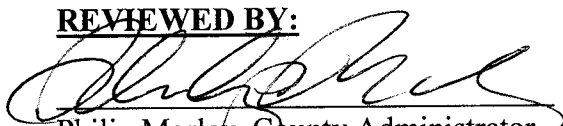
- November 1 – December 31, 2018:.....\$ 53,062
- January 1 – December 31, 2019:..\$ 255,000
- January 1 – April 30, 2020:.....\$ 118,683


By July 1, 2019, the Joint Oversight Board convened under the 2018 ILA shall review OlyCAP's budget for this Agreement, and recommend any potential amendments to the budget for negotiation by the County and OlyCAP. This Agreement may be amended as mutually agreed by the County and OlyCAP.

FISCAL IMPACT: See annual expenditures as outlined above. Funding is provided by recording fees pursuant to the 2005 and the 2018 ILAs.

RECOMMENDATION: Pass a motion approving a proposed Interim Homeless Shelter Service Agreement with Olympic Community Action Programs (OlyCAP) for a period of November 1, 2018 – April 30, 2020 for a total of up to \$ 426,745 over that 18-month period, and authorizing the Chair of the Commissioners to sign the Agreement on the Board's behalf.

REVIEWED BY:


Philip Morley, County Administrator


Date