

**AGENCY SERVICE AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT**

AN AGREEMENT, by and between Kitsap County hereinafter referred to as “County” and, **Housing Resources Bainbridge (HRB)** hereinafter referred to as “Agency” by which the Agency agrees to carry out specific activities under Kitsap County’s Community Development Block Grant Program and establishing certain other terms and conditions of operation.

IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, the parties acknowledge that the following attachments, which are attached to this Agreement, are expressly incorporated by this reference.

ATTACHMENTS

- Attachment A – Budget Summary
- Attachment B – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment C – Certification Regarding Lobbying

IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I. PROJECT

SECTION 1. SCOPE OF SERVICES

The County, as recipient of a Community Development Block Grant (CDBG) from the United States Department of Housing and Urban Development (HUD), hereby designates the Agency to undertake, and the Agency hereby agrees to undertake the activities specifically described in the application and summarized below:

A. General Statement

CDBG funds will be used to replace the decks and if funding available siding, and paint the exterior at the Western View Terrace Apartments, an existing 8-unit apartment complex, located on Bainbridge Island. The multi-family complex has seven buildings, and these units are located in two buildings, which are owned by Housing Resources Bainbridge. The units provide affordable housing to households at or below 80% of the area median income.

B. Agency Shall:

1. Ensure no choice limiting activity begins prior to completion of NEPA environmental review and receipt of a Notice to Proceed from the Block Grant office.
2. Complete replacement of decks and if funding is still available siding and painting at Western View Terrace, according to the approved scope of work.

3. Advertise and solicit bids for construction and outreach to MWBE businesses. (see *Appendix E Procurement and Appendix 2 Section 3 in CDBG Guidebook*).
4. Ensure all contracts include the appropriate federal contract provisions (see *CDBG Guidebook Appendix 1a Bid and Contract Provisions*).
5. Follow all Davis Bacon requirements including obtaining the appropriate wage decision from the Block Grant Office to include in bid documents, coordinating a pre-construction conference with contractor and Block Grant Staff, and ensuring all certified payrolls are submitted prior to releasing retainage to the contractor (See *Section I Labor Standards and Construction in CDBG Guidebook*).
6. Follow all County and HUD requirements for compliance with Section 3 including outreach and reporting (see *Appendix 2 Section 3 in CDBG Guidebook*).
7. Ensure architect, engineer, contractor and subcontractors are registered and do not have an active exclusion record in the federal award system (SAM.gov) and include documentation in file.
8. Obtain federal and state prevailing wage rates and prepare bid documents in consultation with Block Grant Staff (see *CDBG Guidebook Section I Labor Standards and Construction*).
9. Conduct bid opening, provide construction start date, schedule and changes to Block Grant.
10. Obtain appropriate required permits and inspections.
11. Facilitate a pre-construction conference with the contractor and Block Grant Staff for Davis Bacon.
12. Provide construction start date, schedule and changes to CDBG.
13. Notify Block Grant staff immediately of any modifications to proposed project scope or schedule changes.
14. Arrange pre-construction meeting with general contractor, agency and Block Grant staff.
15. Oversee construction, act as liaison between general contractor and Block Grant staff for Davis-Bacon and other federal requirements.
16. Record Low-Income Housing Covenant to ensure the property continues to provide the benefit to low-income individuals and/or families as described in this Agreement for a period of at least **fifteen years** after project close out, "the restricted use period."
17. Maintain required records and track relevant data to demonstrate project success
18. Submit quarterly reports and billing vouchers in a timely manner.
19. Arrange with Block Grant staff pre-rehab and post-rehab inspections.
20. Notify Block Grant staff as soon as possible of project completion for closeout.

SECTION 2. PROJECT DESCRIPTION

<i>Project Details</i>	
Project Name:	Western View Terrace Rehabilitation
Funded Amount:	\$ 6,589.58 – 2019 Funds \$156,236.42 – 2020 Funds \$ 72,521.00 – 2022 Funds \$235,347.00 – Total Funds
Action Plan Year:	2022
Type of Project:	Rehabilitation of Rental Housing
Service Area:	Bainbridge Island

Project Address/Location:	801-817 High School Road Bainbridge Island, WA 98110
<i>Eligibility</i>	
National Objective:	LMH
Basic Eligible Activity Citation:	24 CFR 570.202(a)(2)
Matrix Code:	14B
Strategic Plan Objective and Strategy:	Preserve and Increase Affordable Housing
<i>HUD Performance Measures</i>	
HUD Objective of Activity:	Decent Housing
HUD Outcome:	Availability/Accessibility
<i>Federal Contract Requirements – 2 CFR Part 200</i>	
Unique Entity Identifier Number:	J791EP3KTAS7
Federal Award Identifier Number (FAIN)	B-22-UC-53-0005
Research or Development Contract:	No
Indirect Cost (IDC) Rate for Federal Award:	
<input type="checkbox"/> Approved Rate	%
<input type="checkbox"/> De Minimis for IDC Rate	
<input checked="" type="checkbox"/> Not Applicable	

SECTION 3. SCHEDULE FOR COMPLETION (specific milestones)

Specific Tasks	Start Date	End Date
Quarterly Reports	1/1/2021	12/31/2023
Environmental Review	1/9/2023	1/31/2023
Obtain Federal Prevailing Wage Rates from Block Grant Office	11/1/2022	2/18/2023
Prepare bid packet including Labor Standards, Davis Bacon, Section 3 and Reporting Requirements and submit to Block Grant Office for review	12/1/2022	1/31/2023
Sealed Bid Process (Formal Advertising) for contractor selection see CDBG Guidebook Appendix E Procurement	2/1/2023	2/28/2023
Provide Block Grant Office with copy of construction contract for review prior to finalizing See CDBG Guidebook Section I Labor Standards and Construction	3/1/2023	5/31/2023
Contractor selection and verification of contractor eligibility – debar check and registration SAM.gov	3/1/2023	5/31/2023
Pre-construction conference and contract signing with contractor	3/1/2023	5/31/2023
CDBG inspections	3/1/2023	12/31/2023
Renovation work	3/1/2023	12/31/2023
Wage interviews and weekly certified payrolls	3/1/2023	12/31/2023
Ensure work is complete and contract requirements have been met	3/1/2023	2/29/2024
Obtain contract completion documents and final lien waiver	5/1/2023	2/29/2024
Final reimbursement and reports	8/1/2023	2/29/2024

CDBG contract close-out	8/1/2023	2/29/2024
-------------------------	----------	-----------

SECTION 4. CONDITIONAL COMMITMENT

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental reviews and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development, if required as determined by the County, and a notice to proceed from the County. The parties further agree that the provision of any funds to the project is conditioned on the County’s discretionary decision to proceed with, modify or cancel the project, based on the results of environmental reviews.

The Agency shall not undertake or commit any funds to physical or choice limiting actions, including acquisition, demolition, movement, rehabilitation, conversions, repair or construction prior to the environmental clearance. Violation of this Section may result in the denial of any funds under this Agreement.

SECTION 5. TERM OF AGREEMENT

The term of this Agreement is **December 1, 2022** through **February 29, 2024**, but may be extended pursuant to an amendment to this Agreement as authorized in Article IV, Section 9 (Amendments to Agreement). Should additional time for auditing this project be required, in accordance with law, this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. In any event, the term of this Agreement shall cover the period that the Agency has control over Community Development Block Grant funds, including program income, or shall cover the Restricted Use period, if applicable.

SECTION 6. PROGRAM REPORTING

The Agency shall submit such reports as required by the County to meet its local obligations and its obligation to the Department of Housing and Urban Development. The County will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to, the following:

- (A) Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article I, Section 1 Scope of Services, of this Agreement according to the schedule for completion in Article 1 Section 3 Schedule for Completion of this Agreement.
- (B) Quarterly reports on demographic, neighborhood residence, and income information regarding persons assisted by the Agency through this Agreement.
- (C) Close out reports including a final performance report, inventory of all property acquired or improved with CDBG funds, and final financial report, upon termination or completion of the award.

ARTICLE II. FINANCIAL CONDITIONS

SECTION 1. BUDGET AND COMPENSATION

The County shall reimburse the Agency its allowable costs for the services identified in this Agreement not to exceed **two hundred thirty-five thousand three hundred forty-seven dollars (\$235,347)**, upon presentation of a properly executed invoice in a form approved by the County.

Such reimbursement shall constitute full and complete payment by the County under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Agency's application and approved by the County, unless any or all such costs are disallowed by the State of Washington or the United States.

Any reimbursements made under this Agreement must comply with the applicable requirements of 2 CFR Part 200, Subpart D. The Agency may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

Budget Summary:

See Attachment 'A' for Budget Summary

Time of Payment: Payment shall be made upon receipt of reimbursement request voucher mailed to:

Block Grant Office, Kitsap County Department of Human Services, 345 6th Street Suite 400, Bremerton, WA 98337-1869.

Where Payments Are Made: Payments shall be made to:

Housing Resources Bainbridge, PO Box 11391, Bainbridge Island, WA 98110.

The Agency shall apply the funds received from the County under this Agreement in accordance with the Budget Summary outlined in Attachment A. Any line-item expense, by itself or in combination with other line item expense change, equal to or greater than 10% of the total budget amount over the life of this Agreement shall require a formal amendment to this Agreement. Any request for a line-item expense, by itself or in combination with other line item expense change, equal to or less than 10% of the total budget amount shall be submitted in writing and shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in other line-item(s). All budget revision and/or amendment requests will be reviewed and approved or denied by the County.

SECTION 2. DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

The Agency shall meet the financial management standards in 2 CFR 200 Subpart D. All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the County and United States shall have the right to audit the records of the Agency as they relate to the work. The Agency shall also:

- (A) Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
- (B) Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the Agency's accounting records. The line item notations must be substantiated by a receipt, invoice marked "Paid," or payroll record.
- (C) Maintain payroll and financial records for a period of six (6) years after receipt of final payment under this Agreement provided that this program has been monitored by HUD and the annual State audit (which included the CDBG Program), has been completed. If HUD has not completed the annual State audit, the records must be retained until such audit has been completed.
- (D) Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the County, the State Auditor, and/or the United States at any time during normal business hours and as often as necessary.
- (E) Inform the County concerning any funds allocated to the Agency, that the Agency anticipates will not be expended during this Agreement period, and permit reassignment of the same by the County to other agencies.
- (F) Repay to the County any funds in its possession at the time of termination of this Agreement that may be due to the County or the United States.
- (G) Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a quarterly basis on forms provided by the County.
- (H) Unless stated otherwise herein, all records and reports required under this Agreement shall be maintained for a minimum of six (6) years, or the Restricted Use period, whichever is longer.

SECTION 3. REIMBURSEMENT

The County shall reimburse the Agency only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the County. Only those allowable costs directly related to the Agency's application, approved by the County shall be paid consistent with Article II Section 2, Documentation of Costs and Other Financial Reporting. The Amount of each request must be limited to the amount needed for payment of eligible costs.

Notwithstanding any other provisions in this section, reimbursement for construction contracts shall have ten percent (10%) of the payment retained until close out of funds pursuant to Article IV, Section 12 of this Agreement.

In the event the County or United States determines any funds were expended by the Agency for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the County or United States may order repayment of the same. The Agency shall remit the disallowed amount to the County within thirty (30) days of written notification of the disallowance.

The Agency agrees that funds determined by the County to be surplus upon completion of this Agreement will be subject to cancellation by the County.

The Agency agrees that upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than malfeasance of the County itself.

The County reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

SECTION 4. PROGRAM INCOME

Use of any program income received by the Agency with CDBG funds under this Agreement shall comply with 24 CFR 570.504(c), consistent with the provisions described as follows:

Program Income will be returned to the County Community Development Block Grant (CDBG) Program unless specifically authorized below:

- This project shall not generate any program income.
- This project may generate program income and the Agency is authorized to use program income.
- Program income will be returned to the County CDBG Program on a monthly basis for deposit in the County's local account.
 - The funds will be considered additional CDBG funds, subject to all conditions applicable to the use of funds described in this Agreement and will be included in an Action Plan and appropriated to the Agency through a contract.

Any program income on hand when this Agreement is terminated, or received after such termination, shall be reimbursed to the County.

ARTICLE III. FEDERAL CONDITIONS

SECTION 1. BENEFIT TO LOW INCOME PEOPLE

The activity, as described in Article I. Section 1 of this Agreement shall meet one of the three CDBG National Objectives as stated in 24 CFR § 570.208. For activities serving individuals or households, not less than 51% of all persons served shall be low- and moderate-income and the individuals or households must qualify under the federal income limits as established by HUD. Benefit to moderate income persons or households cannot be at the exclusion of low-income persons or households. The Agency shall maintain records that clearly document the income range and household size of the individuals or households it serves. Furthermore, the Agency shall maintain records documenting the race/ethnicity of the individual or household being served and if they are a female head of household.

SECTION 2. UNIFORM ADMINISTRATIVE REQUIREMENTS

- (A) All agencies shall comply with the requirements set forth in 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- (B) All agencies are to procure audit services based on 2 CFR Part 200, Subpart F; and
- (1) The Agency shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that all contractors (performing all or part of the services under this Agreement under a separate contract with the Agency) also maintain auditable records.
 - (2) The Agency is responsible for any audit exceptions incurred by its own organization or that of its contractors.
 - (3) Kitsap County reserves the right to recover from the Agency all disallowed costs resulting from the audit.
 - (4) Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must respond to Kitsap County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

SECTION 3. SEPARATION OF CHURCH AND STATE

If the Agency is a faith-based organization, it must comply with 24 CFR § 570.200(j) and 24 CFR § 5.109, which specify requirements for participation by faith-based organizations in HUD programs and activities.

SECTION 4. NON-DISCRIMINATION IN EMPLOYMENT AND PURCHASING

The Agency shall comply with Executive Order 11246, as amended by Executive Order 12086 and Executive Order 13672, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, in all phases of employment during the performance of Federal or federally assisted construction contracts. The Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship. The Agency shall

ensure compliance with 24 CFR § 570.601. **Specifically, the Agency shall ensure that provisions as follows are included in all construction contracts awarded in excess of \$10,000 and monitor compliance:**

- (A) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (B) The Contractor will send to each labor union or representative of workers with which it had a collective bargaining agreement or other contract or understanding, a notice to be provided by the Agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (C) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (D) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (E) The Contractor will include the provisions of Section 202 of Executive Order 11246 of September 24, 1965, as amended in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of executive Order 11246 of September 24, 1965, as amended so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 5. LOCAL EMPLOYMENT AND PURCHASING

Funding under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u if the total amount of assistance for the project is \$200,000 or more. The Agency agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75, and all applicable rules and orders of the

Department of Housing and Urban Development issued there under. The Agency agrees that they are under no contractual or other disability which would prevent them from complying with these requirements.

Section 3 of the Housing and Urban Development Act of 1968 requires that to the greatest extent feasible, opportunities for training and employment be given to low and very-low income persons and businesses concerns that provide economic opportunity to low and very-low income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance and community development assistance that is used for the following projects: 1. Housing rehabilitation (including reduction and abatement of lead based paint hazards, but excluding routine maintenance repair and replacement); 2. Housing construction; 3. Other public construction; and 4. Any contracting opportunities arising in connection with both public housing and other Section 3 projects.

SECTION 6. CONFLICT OF INTEREST

The Agency must comply with the conflict-of-interest requirements set forth in 24 CFR § 570.611 and 2 CFR § 200.112, including but not limited to the specific requirements contained herein. No member, officer, or employee of the Agency, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any function or responsibilities with respect to the program during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or any subagreement hereto or the proceeds thereof. **The Agency shall take appropriate steps to ensure compliance including incorporation of the following provision in every subcontract:**

The contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Kitsap County CDBG Program will obtain a personal or financial interest from the CDBG assisted activity. The contractor further covenants that it presently has no interest in, nor shall it acquire any interest, direct or indirect, either for itself or those with whom it has business, or family, which would conflict in any manner or degree with the performance of his/her services hereunder. The contractor further covenants that in the performance of this Agreement any potential conflict, on the part of the contractor or its employees, will be disclosed to the Agency and the County.

SECTION 7. DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING

The Agency shall comply with the requirements relating to displacement, relocation, acquisition and replacement of housing, outlined in 24 CFR § 570.606. The Agency shall take all reasonable steps to minimize displacement of persons (families, individuals, businesses, non-profit organizations and farms) as a result of activities assisted with CDBG funds. Any action by the Agency which may result in the displacement of persons under 24 CFR § 570.606 must receive prior written approval from the County.

SECTION 8. DAVIS BACON AND RELATED ACTS

The Agency shall comply with the requirements of 24 CFR § 570.603, and the Davis-Bacon and Related Acts (DBRA), 40 U.S.C. 3141 *et. seq.*, when the contract for construction, alteration, and/or repair exceeds \$2,000, or involves the rehabilitation of property with 8 units or more, is federally assisted, and involves the employment of laborers and/or mechanics to perform the work. The Agency shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations, 29 CFR Part 3. For any agreement in excess of \$100,000 that involves the employment of mechanics or laborers, the Agency shall also comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708 and 29 CFR Part 5.

SECTION 9. LEAD BASED PAINT

The Agency shall comply with HUD Lead-Based Regulations (24 CFR Part 35, Subparts A, B, J, K and R), which require elimination, as far as practical, of immediate hazards, due to the presence of paint in residential structures which may contain lead to which children under six years of age may be exposed.

SECTION 10. DISCRIMINATION PROHIBITED

- (A) In performing under this Agreement, the Agency may not discriminate on a prohibited basis and must comply with 24 CFR § 570.602 and with 24 CFR Part 6, which sets forth policies and procedures prohibiting discrimination on the basis of race, color, national origin, religion or sex in programs and activities funded with federal financial assistance, 24 CFR Part 8, which sets forth policies and procedures prohibiting discrimination on the basis of disability in programs and activities funded with federal financial assistance, and 24 CFR Part 146, which sets forth policies and procedures prohibiting discrimination on the basis of age in programs and activities funded with federal financial assistance.
- (B) Any authorized Agency subcontract (or other assignment of rights or delegation of duties) must include appropriate and legally binding safeguards against discrimination consistent with the requirements of this section.

SECTION 11. ARCHITECTURAL BARRIERS ACT/AMERICANS WITH DISABILITIES ACT

The Agency shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR § 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under the CDBG program after December 11, 1995 and that meets the definition of "residential structure" as defined in 24 CFR Part 40.2 or the definition of "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 101-19.6, for general type buildings). The Americans with Disabilities Act ("ADA") (42 USC 12131; 47 USC 155, 201, 218 and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is

readily achievable -- that is, easily accomplishable and able to be carried out without much difficulty or expense.

SECTION 12. FLOOD DISASTER PROTECTION.

The Agency agrees to comply with section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79.

SECTION 13. REVERSION OF ASSETS.

In accordance with 24 CFR § 570.503(b)(7), upon the expiration of this Agreement, Agency agrees to transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to CDBG funds. Agency shall also ensure that any real property under Agency's control that was acquired or improved with CDBG funds, including loaned funds, in excess of \$25,000 is either

- (a) used to meet one of the national objectives set forth in 24 CFR § 570.208 until five (5) years after the expiration of this Agreement, or such longer time as determined by the County; or
- (b) if not used in accordance with subsection (a) above, Agency agrees to pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall be treated as program income by the County. However, no such payment is due after the period of time specified in subsection (a) above.

SECTION 14. DEBARMENT AND SUSPENSION.

The Agency agrees to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency in accordance with Executive Orders 12549 and 12689, 2 CFR Part 2424.

SECTION 15. OTHER PROGRAM REQUIREMENTS

(A) The Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR Part 570, regardless of whether the law is specifically stated in this Agreement, except that:

- (1) The Agency does not assume the County's environmental responsibilities described in 24 CFR § 570.604; and
- (2) The Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

(B) For Agreements in excess of \$150,000, the Agency agrees to comply with the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 22 U.S.C. 1251-1387.

(C) The Agency agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, where applicable.

(D) If this Agreement involves the acquisition or improvement of real property or equipment, the Agency agrees to comply with the provisions of 2 CFR § 200.310 – 200.316.

ARTICLE IV: GENERAL CONDITIONS

SECTION 1. COMPLIANCE WITH LAWS

The Agency, in performance of this Agreement, agrees to comply with all applicable Federal, State and Local Laws and ordinances, and the rules and regulations promulgated by the U.S. Department of Housing and Urban Development, including, but not limited to, Federal Community Development Block Grant Regulations and other policies and guidelines established for the Kitsap County CDBG Program by the Kitsap County Board of Commissioners. The Agency agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

In addition, where applicable the following requirements must be met: (1) Compliance with the Copeland "Anti-Kickback" Act for any contract or subcontract in excess of \$2000 for construction or repair (18 U.S.C. 874 and 40 U.S.C. 276c as supplemented by 29 CFR Part 3); (2) Contract Work Hours and Safety Standards Act for any contracts in excess of \$2000 for construction or contracts in excess of \$2500 that involve the employment of mechanics or laborers (40 U.S.C. 327 – 333, as supplemented by 29 CFR Part 5); (3) contracts or agreements for the performance of experimental, developmental, or research work include the rights of the Federal Government and recipient in any resulting invention in accordance with 37 CFR Part 401; (4) for contracts in excess of \$100,000, the Agency must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*); (5) all agencies must comply with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701); and (6) for construction projects, all agencies must comply with, including subcontractors, the Federal Labor Standards Provisions, as issued by the U.S. Department of Housing and Urban Development.

SECTION 2. LICENSING AND PROGRAM STANDARDS

The Agency agrees to comply with and to obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to ensure quality of services.

SECTION 3. INSURANCE

Prior to commencing work, Agency shall procure and maintain at Agency's own cost and expense for the duration of this Agreement the following insurance placed with insurers with a minimum Best's rating of A-, VI against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Agency, its agents, representatives, employees or subcontractors.

Minimum Limits of Insurance. Agency shall maintain limits no less than:

- *Commercial General Liability*: One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage, and two million dollars (\$2,000,000) aggregate. Coverage shall be on an “occurrence” basis.
- *Comprehensive Automobile Liability Insurance*: One million dollars (\$1,000,000) combined single limit per accident for bodily injury/property damage. Coverage will include owned, hired, and non-owned vehicles.
- *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation coverage as required by Title 51, Revised Code of Washington.
- *Professional Liability Errors and Omissions*: In the event that services delivered pursuant to this contract either directly or indirectly involve or require professional services the Agency will provide professional liability errors and omissions coverage with a minimum limit of \$1,000,000 per claim and in the aggregate.

Miscellaneous Insurance Provisions

- *Agency’s Insurance is Primary*: The Agency’s liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- *Additional Insured*: The Agency’s commercial general liability and automobile liability insurance (if applicable) will include the County, its officers, officials, employees, and agents as additional insured, without limitation, with respect to performance under the contract.
- ***Evidence of Agency’s Insurance*** shall be presented to Kitsap County Department of Human Services prior to the execution of this Agreement. In the event of non-renewal, cancellation, or material change in coverage, thirty (30) days written notice will be furnished to the County prior to the date of cancellation, non-renewal or change. Written notice of cancellation or change will be mailed to the County at the following address:

Kitsap County Department of Human Services
 Block Grant Program
 345 6th Street, Suite 400
 Bremerton, WA 98337

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

SECTION 4. INDEMNITY

The Agency agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of the Agency, its officers, employees, volunteers, subcontractors, agents, successor, or assigns. This indemnification will also apply to any claims arising out of the Agency's non-compliance with federal regulations, as required under this Agreement. This provision shall be inapplicable to the extent the County is judicially found solely negligent for such damage or injury.

Solely for the purposes of this provision, Agency waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

SECTION 5. NOTICES

Any notices required or permitted to be given shall be in writing and delivered to the following parties at the following addresses:

County:

Kitsap County Dept. of Human Services
Block Grant Program
345 6th Street, Suite 400
Bremerton, WA 98337-1869

Agency:

Phedra Elliott, Executive Director
Housing Resources Bainbridge
PO Box 11391
Bainbridge Island, WA 98110

SECTION 6. ASSIGNMENT AND SUBCONTRACTING

The Agency shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement.

SECTION 7. RESERVATION OF RIGHTS

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

SECTION 8. AMENDMENTS TO AGREEMENT

The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

SECTION 9. DISPUTE RESOLUTION

The parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between representatives with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen days from the date on which either party has served written notice on the other of the dispute, then the remaining provisions of this Agreement, including remedies for non-compliance and termination shall apply.

SECTION 10. FAILURE TO PERFORM

In the event of a failure by the Agency to comply with any terms or conditions of this Agreement or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of this Agreement, or prohibit the Agency from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate, as provided in Article IV Section 11 of this Agreement. The County may consider performance under this Agreement when considering future awards.

SECTION 11. SUSPENSION AND TERMINATION

If the Agency fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are available in accordance with Article IV Section 10, and/or terminate this Agreement under the following terms:

- (A) Termination for Cause – If the Agency fails to comply with the terms and conditions of this Agreement, and any of the following conditions exist:
- (1) The lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 - (2) The Agency has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by same; or
 - (3) The Agency has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

then the County may terminate this Agreement in whole or in part, and thereupon shall notify in writing the Agency of the termination, the reasons therefor, and the effective date. The effective date shall not be prior to notification of the termination by the County to the Agency. Costs resulting from obligations incurred by the Agency after termination of this Agreement are not allowable unless specifically authorized in writing by the County.

- (B) Termination for Convenience

This Agreement may be terminated for convenience, in whole or in part, as follows:

- (1) By the County with the consent of the Agency. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (2) By the Agency upon submitting written notification to the County. The written notification must set forth the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, the County may terminate the award in its entirety if the County determines that the remaining portion will not accomplish the purpose for which the award was made.

(C) Termination for Withdrawal, Reduction or Limitation of Funding

In the event that funding from the Federal government is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that Kitsap County deems that the continuation of the program covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Agency or its representative.

SECTION 12. CLOSE-OUT

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions shall apply:

- (A) Upon written request by the Agency, the County shall make or arrange for payment to the Agency of allowable reimbursable costs not covered by previous payments;
- (B) The Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the County or its designee; and
- (C) Closeout of funds will not occur unless all requirements of 2 CFR Part 200 Subpart D and all outstanding issues with the general contractor and or subcontractor have been resolved to the satisfaction of the County.

SECTION 13. VENUE AND CHOICE OF LAW

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted only in the Superior Court of the State of Washington, County of Kitsap. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

SECTION 14. SEVERABILITY CLAUSE

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 15. INTEGRATED DOCUMENT

This Agreement with any attachments constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

Dated this 12 day of January, 2023.


**AGENCY:
HOUSING RESOURCES BAINBRIDGE**



Phedra Elliott, Executive Director

Dated this 12th day of January, 2023.

KITSAP COUNTY



KAREN GOON, County Administrator

INDEX TO CDBG AGREEMENT

Article I. Project

1. Scope of Services
2. Project Description
3. Schedule of Completion
4. Conditional Commitment
5. Term of Agreement
6. Program Reporting

Article II. Financial Conditions

1. Budget and Compensation
2. Documentation of Costs and Other Financial Reporting
3. Reimbursement
4. Program Income

Article III. Federal Conditions

1. Benefit to Low Income People
2. Uniform Administrative Requirements
3. Separation of Church and State
4. Non-Discrimination in Employment and Purchasing
5. Local Employment and Purchasing
6. Conflict of Interest
7. Displacement, Relocation, Acquisition and Replacement of Housing
8. Davis Bacon and Related Act
9. Lead Based Paint
10. Discrimination Prohibited
11. Architectural Barriers Act/Americans with Disabilities Act
12. Flood Disaster Protection
13. Reversion of Assets
14. Debarment and Suspension
15. Other Program Requirements

Article IV. General Conditions

1. Compliance with Laws
2. Licensing and Program Standards
3. Insurance
4. Indemnity
5. Notices
6. Assignment and Subcontracting
7. Reservation of Rights
8. Amendments to Agreement
9. Dispute Resolution
10. Failure to Perform
11. Suspension and Termination

12. Close-Out
13. Venue and Choice of Law
14. Severability Clause
15. Integrated Document

Attachment A – Budget Summary – HRB – Western View Terrace

PROJECT COSTS	Total All Funds	County CDBG Funds	Other Funds
PERSONNEL, including managers, staff, salaries, benefits and taxes. AMOUNT	\$ 1,489	\$	\$ 1,489
SUPPLIES/EQUIPMENT, including office supplies, office equipment if approved. AMOUNT	\$	\$	\$
ADMINISTRATION including occupancy (building & grounds), advertising, audit, insurance/bonds, postage, rent/utilities, communication, training, travel, transportation AMOUNT	\$	\$	\$
ACQUISITION COSTS AMOUNT	\$	\$	\$
DEVELOPMENT SOFT COSTS including appraisal, design and A&E, processing/settlement and financing, marketing, operating reserve, professional fees and contract services AMOUNT	\$ 5,000	\$	\$ 5,000
DEVELOPMENT HARD COSTS, including clearance/demolition, construction, rehabilitation and improvements. AMOUNT	\$ 284,000	\$ 235,347	\$ 48,653
OTHER COSTS, as approved including: AMOUNT	\$	\$	\$
TOTAL PROJECT COSTS	\$ 290,489	\$ 235,347	\$ 55,142

**ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Primary Covered Transactions 24 CFR PART 24


1. The Agency certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Agency is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

AGENCY: Housing Resources Bainbridge



Phedra Elliott, Executive Director



Date

**ATTACHMENT C
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and beliefs, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGENCY: Housing Resources Bainbridge



Phedra Elliott, Executive Director

1/12/23
Date



HOUSRES-01

PCARPINE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2022

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

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

PRODUCER Fournier 115 Hall Brothers Loop NW #109 Bainbridge Island, WA 98110	CONTACT NAME: Paula Carpine PHONE (A/C, No, Ext): (206) 842-9094 FAX (A/C, No): E-MAIL ADDRESS: paulac@fournierinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Western World Insurance Company
Housing Resources Bainbridge PO Box 11391 Bainbridge Island, WA 98110	INSURER B: Ohio Security Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NPP8833510	12/15/2022	12/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS63528833	7/18/2022	7/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Western View Terrace Project
 Subject to policy conditions, exclusions and endorsements.

Kitsap County, its officers, agents, and employees. See blanket additional insured endorsement #WW433A attached.

CERTIFICATE HOLDER Kitsap County 614 Division Street Port Orchard, WA 98366	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula Carpine</i>
---	--

**This Endorsement Modifies Your Policy.
Please Read It Carefully.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU
FOR YOUR ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The insurance afforded by this policy for liability arising out of "bodily injury," "property damage" and/or "personal and advertising injury" shall also apply to any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only to the extent the additional insured is being held responsible for any negligent acts and/or negligent omissions of the named insured.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor, subcontractor or independent contractor engaged in performing operations for a principal as a part of the same project.

This insurance afforded shall not apply to claims, "suits" and/or damages arising out of any acts, omissions and/or negligence of the additional insured(s) or of any person or party other than the named insured.

This policy does not provide for the defense or indemnity of the additional insured for its own acts, omissions and/or negligence or the acts, omissions and/or negligence of any person or party other than the named insured.

The inclusion of the additional insured(s) shall not operate to increase the Limits of Insurance.

To the extent, if any, that this policy affords coverage to an additional insured, the additional insured is subject to all of the terms of the policy.

Primary and Noncontributory Provision

The OTHER INSURANCE (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

The insurance afforded to the additional insured will be Primary Insurance and Noncontributory, but only if such claims, "suits" and/or damages arise out of the sole negligence of the named insured.

Waiver of Subrogation Provision

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those who are added as additional insureds by this endorsement. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part of out of any acts, omissions, and/or negligence of those added as additional insureds by this endorsement.

TO THE EXTENT, IF ANY, THAT THIS POLICY AFFORDS COVERAGE TO AN ADDITIONAL INSURED, THE ADDITIONAL INSURED IS SUBJECT TO ALL OF THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY.



HOUSING RESOURCES BAINBRIDGE

Unique Entity ID J791EP3KTAS7	CAGE / NCAGE 73A51	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Mar 17, 2023	
Physical Address 730 Ericksen AVE NE STE 100 Bainbridge Island, Washington 98110-2819 United States	Mailing Address PO Box 11391 Bainbridge Island, Washington 98110 United States	

Doing Business as (blank)	Division Name Housing Resources Bainbridge	Division Number Housing Re
Congressional District Washington 06	State / Country of Incorporation Washington / United States	URL www.housingresourcesbainbridge.org

Registration Dates		
Activation Date Mar 21, 2022	Submission Date Mar 17, 2022	Initial Registration Date Mar 25, 2014

Entity Dates	
Entity Start Date May 18, 1989	Fiscal Year End Close Date Dec 31

Immediate Owner	
CAGE (blank)	Legal Business Name (blank)

Highest Level Owner	
CAGE (blank)	Legal Business Name (blank)

Executive Compensation
 Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions
 Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?
No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Business Types		
Entity Structure Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.



Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	73A51



Electronic Business

☒ Phedra R. Elliott, Executive Director	PO Box 11391 Bainbridge Island, Washington 98110 United States
--	--

Government Business

☒ Phedra R. Elliott, Executive Director	PO Box 11391 Bainbridge Island, Washington 98110 United States
--	--



NAICS Codes

Primary	NAICS Codes	NAICS Title
---------	-------------	-------------



This entity does not appear in the disaster response registry.