

**AGENCY SERVICE AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**PROJECT NAME:** Housing Resources Bainbridge (HRB)  
Western View Terrace

**PROJECT NUMBER:** KC-600-22-A

**AMENDMENT NUMBER:** 01

WHEREAS, Kitsap County, hereinafter referred to as "County", and Housing Resources Bainbridge, hereinafter referred to as "Agency", have previously entered into a Contract, numbered KC-600-22, dated January 12, 2023; by which the Agency agrees to carry out the County's Community Development Block Grant Agreement.

WHEREAS, Amendment 01 to KC-600-22 between Kitsap County and Housing Resources Bainbridge modifies:

1. Article I Section 1. Scope of Services
2. Article I Section 2. Project Description
3. Article I Section 3. Schedule for Completion
4. Article I Section 5. Term of Agreement

WHEREAS, the County and Agency desire to modify such Contract:

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, this contract is hereby modified 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 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 (Phase I) and siding and exterior painting (Phase 2) at Western View Terrace, according to the approved scopes of work.
3. Advertise and solicit bids for construction and outreach to MWBE businesses for each phase of work. (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 wage rates and prepare bid documents in consultation with Block Grant Staff for each phase of work (see *CDBG Guidebook Section I Labor Standards and Construction*).
9. Conduct bid opening, provide construction start date, schedule, and changes to Block Grant for each phase of work.
10. Obtain appropriate required permits and inspections.
11. Arrange a pre-construction conference with the contractor, agency and Block Grant Staff for each phase of work for discussion of Federal Labor Standards and Section 3 requirements.
12. Notify Block Grant staff immediately of any modifications to proposed project scope or schedule changes.
13. Oversee construction, act as liaison between general contractor and Block Grant staff for Davis-Bacon and other federal requirements.
14. 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."
15. Maintain required records and track relevant data to demonstrate project success.
16. Submit quarterly reports and billing vouchers in a timely manner.
17. Arrange with Block Grant staff pre-rehab and post-rehab inspections.
18. Notify Block Grant staff as soon as possible of project completion for closeout.

## SECTION 2. PROJECT DESCRIPTION

<i>Project Details</i>	
<b>Project Name:</b>	Western View Terrace Rehabilitation
<b>Funded Amount:</b>	<b>\$235,347.00</b>
<b>Action Plan Year:</b>	2022
<b>Type of Project:</b>	Rehabilitation of Rental Housing
<b>Service Area:</b>	Bainbridge Island
<b>Project Address/Location:</b>	801-817 High School Road Bainbridge Island, WA 98110
<i>Eligibility</i>	
<b>National Objective:</b>	LMH
<b>Basic Eligible Activity Citation:</b>	24 CFR 570.202(a)(2)
<b>Matrix Code:</b>	14B
<b>Strategic Plan Objective and Strategy:</b>	Preserve and Increase Affordable Housing
<i>HUD Performance Measures</i>	
<b>HUD Objective of Activity:</b>	Decent Housing
<b>HUD Outcome:</b>	Availability/Accessibility
<i>Federal Contract Requirements – 2 CFR Part 200</i>	
<b>Unique Entity Identifier Number:</b>	J791EP3KTAS7
<b>Federal Award Identifier Number (FAIN)</b>	B-22-UC-53-0005
<b>Research or Development Contract:</b>	No
<b>Indirect Cost (IDC) Rate for Federal Award:</b>	
<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	12/31/2024
Environmental Review	1/9/2023	1/31/2023
Obtain Federal Prevailing Wage Rates from Block Grant Office including 10 days prior to bid opening	11/1/2022	5/31/2024
Prepare bid packet including Labor Standards, Davis Bacon, Section 3 and Reporting Requirements and submit to Block Grant Office for review	12/1/2022	3/15/2024
Sealed Bid Process (Formal Advertising) for contractor selection (see CDBG Guidebook Appendix E Procurement)	2/1/2023	3/31/2024
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	5/31/2024

Contractor selection and verification of contractor eligibility – debar check and registration SAM.gov	3/1/2023	5/31/2024
Pre-construction conference and contract signing with contractor	3/1/2023	5/31/2024
CDBG inspections	3/1/2023	12/31/2024
Renovation work	3/1/12023	12/31/2024
Wage interviews and submittal of weekly certified payrolls	3/1/12023	12/31/2024
Ensure work is complete and contract requirements have been met	3/1/12023	12/31/2024
Obtain contract completion documents and final lien waiver	5/1/2023	12/31/2024
Final reimbursement and reports including final demographic report	8/1/2023	12/31/2024
CDBG contract close-out	8/1/2023	12/31/2024

## SECTION 5. TERM OF AGREEMENT

The term of this Agreement is **December 1, 2022** through **December 31, 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.

THIS AMENDMENT constitutes the entire amendment to the agreement between the County and the Agency. All other terms and conditions of this Contract remain in effect.

THIS AMENDMENT is effective when signed by all parties.

Dated this 4 day of March, 2024.

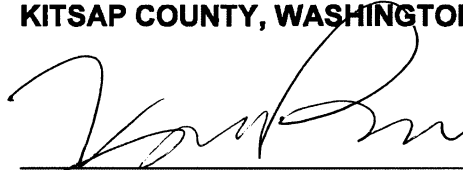
Dated this 4 day of March, 2024.

**AGENCY:**  
**Housing Resources Bainbridge**

**KITSAP COUNTY, WASHINGTON**



Phedra Elliott, Executive Director



Victoria Brazitis, County Administrator



HOUSRES-01

JSUPPES

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/5/2023

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).

<b>PRODUCER</b> <b>Fournier</b> <b>249 Winslow Way E Suite 300</b> <b>Bainbridge Island, WA 98110</b>	<b>CONTACT NAME: Paula Carpine</b>	
	<b>PHONE (A/C, No, Ext): (206) 842-9094</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS: paulac@fournierinsurance.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Western World Insurance Company</b>		<b>13196</b>
<b>INSURER B : Ohio Security Insurance Company</b>		<b>24082</b>
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**

Housing Resources Bainbridge  
 PO Box 11391  
 Bainbridge Island, WA 98110


**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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>		NPP6011157	12/15/2023	12/15/2024	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 - COM/POP AGG \$ 2,000,000 <b>WA STOP GAP \$ 1,000,000</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <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	7/18/2023	7/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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.

<b>CERTIFICATE HOLDER</b>  <b>Kitsap County</b> <b>614 Division Street</b> <b>Port Orchard, WA 98366</b>	<b>CANCELLATION</b>  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 
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**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 <b>J791EP3KTAS7</b>	CAGE / NCAGE <b>73A51</b>	Purpose of Registration <b>Federal Assistance Awards Only</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jan 17, 2025</b>	
Physical Address <b>730 Ericksen AVE NE STE 100 Bainbridge Island, Washington 98110-2819 United States</b>	Mailing Address <b>PO Box 11391 Bainbridge Island, Washington 98110 United States</b>	

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

**Registration Dates**

Activation Date <b>Jan 22, 2024</b>	Submission Date <b>Jan 18, 2024</b>	Initial Registration Date <b>Mar 25, 2014</b>
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**Entity Dates**

Entity Start Date <b>May 18, 1989</b>	Fiscal Year End Close Date <b>Dec 31</b>
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**Immediate Owner**

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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**Highest Level Owner**

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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**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 USApending.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.gov) 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 displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov 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 <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
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Profit Structure  
**Non-Profit Organization**

**Socio-Economic Types**

Check the registrant's Repts & 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  
No

Debt Subject To Offset  
No

EFT Indicator  
0000

CAGE Code  
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.