

CIAH GRANT AGREEMENT BETWEEN:

KITSAP COUNTY AND KITSAP MENTAL HEALTH SERVICES

This GRANTEE AGREEMENT (“Agreement”) is made between Kitsap County, a Washington state political subdivision (“County”) and Kitsap Mental Health Services, a Washington Non-Profit Organization (“Grantee”).

IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, the parties acknowledge that the following attachments are expressly incorporated into this agreement.

- Exhibit A Scope of Work
- Exhibit B Project Timeline
- Exhibit C Budget

The Grantee shall also enter into the following instruments or agreements as a condition of this agreement:

- Exhibit D Housing Covenant

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. PURPOSE AND TERM

- A. Grant Purpose: The purpose of this Agreement is to distribute funds collected pursuant to RCW 82.140.530 and RCW 82.140.540.
- B. Term: This Agreement will take effect on January 1, 2024, and terminate on December 31, 2027.

SECTION 2. GRANT AMOUNT, USE OF GRANT, AND BUDGET

- A. Grant Amount: The Grantee is awarded a total of \$730,415.
- B. Use of Grant: The Grantee shall use the award from this Agreement solely for the purpose and in the manner described in Exhibit A – Scope of Work, and on a timeline described in Exhibit B – Project Timeline. Adjustments to the Scope of Work and Project Timeline may be requested in writing and granted or denied at the sole discretion of the County.
- C. Budget: The award from this Agreement shall be expended by the Grantee as set forth in Exhibit C – Budget. Adjustments to the Budget may be requested in writing and granted or denied at the sole discretion of the County.

SECTION 3. CONTRACT ADMINISTRATION AND NOTICES

- A. Personnel:** The Recipient will secure at its own expense all labor and materials required to perform any work in connection with the Project. The Recipient shall be responsible for all applicable payroll, labor and industries premiums, and taxes. All employees and subcontractors of the Recipient shall be covered by Industrial Insurance in full compliance with Title 51 of the Revised Code of Washington ("RCW"). The Recipient shall defend and indemnify the County, and their officials, officers, employees, and agents from and against all claims arising from any actual or alleged violation of the Recipient's duties under this section or applicable law. Solely for the purposes of this indemnification provision, the Recipient expressly waives its immunity under Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties. The Recipient's duty to defend and indemnify shall survive the termination of this Agreement.
- B. Contract Representatives:** The parties designated representatives shall be responsible for the administration of this Agreement, which includes receiving notices given in connection to this Agreement and all billing procedures. The following are designated as the representatives for the parties:

KITSAP COUNTY:

Joel Warren, CIAH Program Supervisor
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366
360-627-1482
Jwarren@kitsap.gov

KITSAP MENTAL HEALTH SERVICES:

Margaret Bollinger, Executive Projects Contract Manager
5455 Almira Drive NE
Bremerton, WA 98311
360-415-6708
margbol@kmhs.org

Either party may change its designated representative or address by providing notice, either written or via email, to the other party.

- C. Notices:** Any notice required or permitted to be made under this Agreement may be given personally, by facsimile, or by first-class, registered, or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered, or certified mail is deemed given three days after mailing, if properly addressed and having proper postage. Notices delivered by facsimile shall be deemed to have been given on the date of transmission if received during the recipient's business day or, if not, on the recipient's next business day.

SECTION 4. BILLING PROCEDURES, ADVANCE PAYMENTS, AND DISBURSEMENTS

- A. Billing Procedures:** The Grantee shall submit all requests for reimbursement by invoice to the County. Invoices shall be submitted at least quarterly, but not more often than monthly. Invoices shall be submitted to the County's Contract Representative specified in Section 3B. The County will pay Grantee upon acceptance of the services provided and receipt of properly completed invoices. Payment shall be considered timely if made by the County within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the respective Grantee.
- B. Advance Payments:** No payments in advance shall be made by the County in anticipation of work specified in Exhibit A – Scope of Work under this Agreement.
- C. Disbursement Limitations:** In no event will the County be required to disburse funds in excess of the Agreement award amount specific in Section 2A.
- D. Disbursement without Prejudice:** Any disbursement made by the County to the Grantee shall be without prejudice to the County's rights later to challenge the propriety of the Grantee's claimed costs or expenses.
- E. Withholding Disbursements:** If the Grantee fails to perform any obligation under this Agreement, the failure has not been cured within ten (10) business days following notice from the County, the County may without penalty and in its sole discretion and upon written notice to the Grantee, withhold all monies otherwise due to the Grantee until such failure to perform is cured. This right to withhold disbursements is in addition to all other rights and remedies the County may have available to it under this Agreement or under law.

SECTION 5 – REPORTS, RECORDKEEPING, MONITORING, AND CLOSEOUT

- A. Reporting Requirements:** At least once per quarter, and at the conclusion of either the Agreement expenditure or the Agreement contract period, the Grantee shall provide a report on the progress made to date on the Project. The County will prescribe the report format, as well as the time and location for submission of such reports. Required reports may include but are not limited to the following:

 - I.** Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Exhibit A – Scope of Work of this Agreement.
 - II.** Quarterly reports on income information regarding persons assisted by the Grantee or Subgrantee through this Agreement.

III. Close out reports including a final performance report, inventory of all property acquired or improved with CIAH funds, and final financial report, upon termination or completion of the project.

B. Recordkeeping: The Grantee shall maintain records sufficient to fully document its compliance with all contractual, Agreement, and legal requirements, including but not limited to participant eligibility, income verification, and other required information on tenants. Additionally, records required in connection with this Agreement shall be retained for a period of six (6) years after the Period of Affordability described in Section 13C has ended, except that any records that are the subject of an audit or dispute shall be retained for six (6) years after all issues arising from that audit or dispute have been resolved.

C. Monitoring: Upon reasonable advance notice, the Grantee shall provide the County, or its authorized agents, with full access to all the Grantee's records relating to this Agreement or the Project. The Recipient agrees to be financially and legally responsible for any audit exceptions or other irregularities in its performance or recordkeeping, including but not limited to impermissible or unauthorized use of funds granted through this Agreement. This section shall survive termination of this Agreement.

The Grantee agrees to participate in Period of Affordability monitoring. This is monitoring that takes place beyond expenditure of all funds, but while Period of Affordability is still active. This includes annual submittal to County staff documenting income of occupants and ensuring occupants are paying no more than 30% of their income for occupying a unit in the funded project.

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

- I. The Grantee 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 Kitsap County or its designee.
- II. In the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to the Contractor or Subgrantee after fully considering the recommendation on disallowed costs resulting from the final audit.

SECTION 6 – INDEMNIFICATION

A. Indemnification: To the fullest extent permitted by law, the Grantee shall indemnify, defend and hold harmless Kitsap County and the officials, officers, employees and agents of each of them, from and against all claims in any way resulting from or arising out of the performance of this Agreement, whether such claims arise from the acts, errors or omissions of the Grantee, its subcontractors, third parties, Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense

of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of property, including the loss of use resulting therefrom. The Grantee's duty to indemnify, defend and hold harmless includes but is not limited to claims by the Grantee's or any subcontractor's officers, employees, or agents. The Grantee's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of Kitsap County, or its officials, officers, employees, and agents. Solely for the purposes of this indemnification provision, the Grantee expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.

SECTION 7 – INSURANCE

- A. Insurance:** The Grantee shall procure and maintain, at the Grantee's own cost and expense for the duration of this Agreement, the following insurance placed with insurers authorized to do business within the state of Washington:
- I. *Commercial General Liability:* One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. The general aggregate limit will apply separately to this Agreement and be no less than two million dollars (\$2,000,000).
 - II. *Comprehensive Automobile Liability Insurance:* If performing any component of Exhibit A – Scope of Work involves the use of vehicles, owned or operated by the Grantee or its subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is one million dollars (\$1,000,000) per occurrence, using a Combined Single Limit for bodily injury and property damage.
 - III. *Professional Liability, Errors, and Omissions Insurance:* The Grantee shall maintain minimum limits of no less than one million dollars (\$1,000,000) per occurrence to cover all activities by the Grantee and licensed staff employed by or under Agreement to the Grantee.
 - IV. *Workers' Compensation and Employer's Liability:* Workers' Compensation coverage as required by Title 51, Revised Code of Washington.
- B. Miscellaneous Insurance Provisions:**
- I. *Evidence of Insurance:* The Grantee shall present evidence of required insurance policies listed in Section 7A 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 insurance policy cancellation or change will be mailed to the County Contract Representative specified in Section 3B.
 - II. *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.
 - III. *Grantee's Insurance is Primary:* The Grantee'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.

SECTION 8 – NONDISCRIMINATION AND LEGAL COMPLIANCE

- A. Nondiscrimination:** The Grantee shall not discriminate against any employee or applicant for employment, or program participant or program participant applicant on account of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veterans status, or the presence of any sensory, mental or physical handicap.

In the event of a Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, cancelled, or terminated in whole or in part. Additionally, the Grantee may be declared ineligible for future County grants. Any dispute may be resolved in accordance with procedures set forth in Section 10: Dispute Procedure.

- B. Compliance with Laws:** During the performance of this Agreement, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies. The County shall have no obligation to ensure Grantee's compliance.
- C. 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 9 – TERMINATION

- A. Termination for Cause:** In the event the County determines the Grantee has failed to comply with the conditions of this Agreement in a timely manner, the County has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, the County shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, the Agreement may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of requests for proposals, mailing, advertising and staff time. The County reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by the County to terminate the Agreement.

- B. Termination for Convenience:** The County may terminate this Agreement for convenience upon giving the Grantee at least 30 days' advance written notice. In that event, the Recipient will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.

- C. Termination Procedure: Upon termination of this Agreement, the County in addition to any other rights provided in this Agreement, may require the Grantee to repay all funds disbursed under this Agreement or to seek specific performance.

The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. After receipt of a notice of termination, and except as otherwise directed by the County's Contract Representative specified in Section 3B, the Grantee shall take such action as may be necessary, or as the County's Contract Representative may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Grantee and in which the County has or may acquire an interest.

Section 10 – DISPUTE PROCEDURE

- A. 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 (14) days from the date on which either Party has served written notice on the other of the dispute, then either party may request a dispute hearing with the County Administrator of Kitsap County. The County Administrator may designate a neutral person to decide the dispute.
- B. Dispute Hearing Request: The request for a dispute hearing must be submitted in writing to the other party, as well as the County Administrator (or their designee) and the neutral person who may decide the dispute, if applicable. The written request must:
- I. Clearly state the issue in dispute
 - II. Clearly state the position of both parties
 - III. Identify the Grantee's name, address, and Agreement number
- C. Dispute Hearing Process: The party that receives the request for a dispute hearing must respond in writing within five (5) working days of receipt. The County Administrator will review the written statements of each party and respond with a dispute decision within ten (10) working days of receipt. The decision made by the County Administrator (or their designee) is not admissible in any succeeding judicial or quasi-judicial tribunal. Both parties of this Agreement agree that this dispute process shall precede any action in judicial or quasi-judicial tribunal. Nothing in this Agreement shall be construed to limit parties' choice of a mutually acceptable alternate resolution method such as binding arbitration, in addition to the dispute hearing procedure outlined above.

SECTION 11 – CONFLICT OF INTEREST

- A. The County may, in its sole discretion by written notice to the Grantee, terminate this Agreement if it is found after due notice and examination by the County that there is a violation of the Ethics in Public Service Act, Chapters 42.23 RCW and 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Agreement. Specific restrictions apply to granting with current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington. If it is

determined by the County that a conflict of interest exists, the Grantee may be disqualified from further consideration of CIAH awards.

In the event this Agreement is terminated due to a conflict of interest, the County shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Agreement by the Grantee. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the County makes any determination under this section shall be an issue and may be reviewed as provided in Section 10 – Dispute Procedure clause of this Grant Agreement.

SECTION 12 – SUBGRANTING

- A. Subgranting Procedure: The Grantee may only subgrant work contemplated under this Agreement if it obtains the prior written approval of the County. If the County approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. The County may, in writing: (a) require the Grantee to amend its subgranting procedures as they relate to this Agreement; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant. Every subgrant shall bind the Subgrantee to follow all applicable terms of this Agreement. The Grantee is responsible to the County if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to the County for any breach in the performance of the Grantee's duties. Every subgrant shall include a term that the County is not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

SECTION 13 – CIAH GRANT PROVISIONS

- A. CIAH Income Verification: The Department of Housing and Urban Development's (HUD) Area Median Income (AMI), updated annually, will be used as the measure to define income qualification. Tenant incomes must be verified with full documentation annually.
- B. CIAH Characteristic Verification: The grantee must verify and document that project participants are eligible to benefit from CIAH funds for the duration of the Period of Affordability (Section 13C). Along with only serving households earning 60% AMI or less, the household must also fit one of the following criteria:
- a. Persons with behavioral health disabilities;
 - b. Veteran;
 - c. Senior citizens
 - d. Persons who are homeless or at-risk of being homeless, including families with children;
 - e. Unaccompanied homeless youth or young adults;
 - f. Persons with disabilities;
 - g. Domestic violence survivors.

- C. Period of Affordability:** The housing assisted with CIAH funds under this Agreement will remain affordable for **forty (40) years** beginning after project completion. In the event the housing does not meet the affordability requirements for the specified time, the Grantee shall repay to the County all CIAH funds expended on the project. During the affordability period, all conditions specified in this Agreement must be satisfactorily fulfilled. Affordability requirements must be enforced by deed restrictions or recorded covenants. The mechanism used to enforce affordability shall also include requirements that the County has a right of first refusal.
- D. Recapture of CIAH Funds:** If the Grantee is unable to secure the mechanism to ensure the period of affordability, or the Grantee breaks the period of affordability, the County may recapture disbursed CIAH funds and cancel or terminate this Agreement.
- E. Occupancy Timeline:** The Grantee will ensure housing is occupied by eligible tenants within six (6) months following the date of project completion.
- F. Property Standards:** The Grantee shall ensure that housing assisted with CIAH funds is decent, safe, sanitary, and in good repair. Housing that is acquired, constructed, or rehabilitated with CIAH funds must meet all applicable state and local codes, state and local housing standards, ordinances, and zoning ordinances, and code requirements through the Period of Affordability as set forth in Section 13C.
- G. Tenant Protections:** There must be a written lease between the tenant and the Grantee or Subgrantee, as the owner of rental housing assisted with CIAH funds. The lease agreement should be for a period of not less than one year, unless a shorter period is specified by mutual agreement between the tenant and the owner.
- H. Use of Public Funds:** The grantee shall comply with all applicable Federal, State and Local laws and regulations concerning the use of public funds used for construction purposes.

SECTION 14 – 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 19th day of March, 2024.

GRANTEE: Kitsap Mental Health Services

Monica Bernhard

B3A6B7FCE5E75BE4E48319A8B285CF5 contractworks

Monica Bernhard, CEO

Dated this 8 day of April, 2024.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Katherine T. Walters

Katherine T. Walters, Chair

Christine Rolfes

Christine Rolfes, Commissioners

Charlotte Garrido

Charlotte Garrido, Commissioner



ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

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Exhibit A – Scope of Work

<i>Project Details</i>	
Project Name	ADU Project
Funded Amount	\$730,415
Policy Plan Year	2024
Eligible Activity	Develop affordable housing
Service Area	Kitsap County
Project Address/Location	816 Park Avenue, Bremerton WA 98337 1526 Pennsylvania Avenue, Bremerton, WA 98312 3722 Madrona, Bremerton, WA 98312
Eligible Target Population	<u>Income</u> : 30% AMI or less <u>Characteristic</u> : Person(s) with a disability, Homeless, At-risk of homelessness

Description of Scope

Kitsap Mental Health Services (KMHS) will build three accessory dwelling units (ADU) on property owned and managed by KMHS. The three ADU buildings will provide housing for five individuals, each paying 30% of their monthly income towards housing costs.

KMHS will manage the queue and selection of the households to occupy units and provide services to occupants as needed.

Performance Measures

1. Develop three ADU structures
2. Provide long-term affordable housing for five individuals
3. Five Low income clients of KMHS with a mental health diagnosis will be housed within 2024.
4. Five Low income clients of KMHS with a mental health diagnosis will receive housing support services once housed and will continue while living in KMHS housing.

Exhibit B – Timeline

2024 Project Timeline

List the specific tasks to complete and manage this project, including the start and end dates for each task. The tasks include such things as obtaining other funding/financing, bidding process, identifying clients, marketing, planning and permit process, construction, environmental review, rent-up or project completion, site control, market studies, relocation, community meetings (if applicable).

Specific Tasks	Start Date	End Date
Bidding Process	9/1/23	11/30/23
Environmental review	1/2/24	2/1/24
permits	1/2/24	4/1/24
ADU's set up and connected to utilities	4/1/24	7/1/24
Identify clients/tenants	7/1/24	8/1/24
BHA application and placement	8/1/24	10/1/24

Exhibit C – Budget

2024 Capital Project Budget					
Organization Name:	Kitsap Mental Health Services				
Program:	ADU Services				
Square Footage:	1532				
Enter the estimated costs associated with your project from CGAP Sources and Other Funds					
	Requested CGAP Funds	Non-CGAP Funds	Estimated Costs	Cost per Square Foot	Cost as % of Total
Acquisition Costs					
Purchase Price	\$ 321,360.00		\$321,360.00	\$209.77	44.00%
Land			\$0.00	\$0.00	0.00%
Improvements			\$0.00	\$0.00	0.00%
Liens and Other Taxes	\$ 29,565.00		\$29,565.00	\$19.30	4.05%
Closing/Recording			\$0.00	\$0.00	0.00%
Extension Fees			\$0.00	\$0.00	0.00%
Other:			\$0.00	\$0.00	0.00%
Other:			\$0.00	\$0.00	0.00%
SUBTOTAL	\$350,925	\$0	\$ 350,925.00	\$ 229.06	48.04%
Construction/Rehab. Costs					
Off-site Work			\$0.00	\$0.00	0.00%
On-site Work	\$ 114,820.00		\$114,820.00	\$74.95	15.72%
Site Remediation			\$0.00	\$0.00	0.00%
Demolition			\$0.00	\$0.00	0.00%
Commercial Space/Building			\$0.00	\$0.00	0.00%
Common Use Facilities			\$0.00	\$0.00	0.00%
Elevator			\$0.00	\$0.00	0.00%
Laundry Facilities			\$0.00	\$0.00	0.00%
Storage/Garages			\$0.00	\$0.00	0.00%
Landscaping	\$ 3,000.00		\$3,000.00	\$1.96	0.41%
General Conditions			\$0.00	\$0.00	0.00%
Contractor Liability Insurance			\$0.00	\$0.00	0.00%
Contractor Overhead			\$0.00	\$0.00	0.00%
Contractor Profit			\$0.00	\$0.00	0.00%
Contingency	\$ 50,000.00		\$50,000.00	\$32.64	6.85%
FF&E (Common Area Furnishings)	\$ 23,000.00		\$23,000.00	\$15.01	3.15%
Internet Wiring & Equipment	\$ 5,000.00		\$5,000.00	\$3.26	0.68%
Performance Bond Premium			\$0.00	\$0.00	0.00%
Other: Delivery Costs	\$ 47,210.00		\$47,210.00	\$30.82	6.46%
Other:			\$0.00	\$0.00	0.00%
SUBTOTAL	\$243,030	\$0	\$ 243,030.00	\$ 158.64	33.27%
Development Costs					
Utility Connection & Impact Fees	\$ 21,660.00		\$21,660.00	\$14.14	2.97%
Development/Building Permit Fees	\$ 7,500.00		\$7,500.00	\$4.90	1.03%
System Development Charges			\$0.00	\$0.00	0.00%
Market Study			\$0.00	\$0.00	0.00%
Environmental Report			\$0.00	\$0.00	0.00%
Lead Based Paint Report			\$0.00	\$0.00	0.00%
Power Delivery	\$ 20,850.00		\$20,850.00	\$13.61	2.85%
Soils Report (Geotechnical)			\$0.00	\$0.00	0.00%
Survey	\$ 3,950.00		\$3,950.00	\$2.58	0.54%
Marketing/Management	\$ 2,000.00		\$2,000.00	\$1.31	0.27%
Insurance	\$ 5,000.00		\$5,000.00	\$3.26	0.68%
Other: Building Permits	\$ 13,500.00		\$13,500.00	\$8.81	1.85%
Other:			\$0.00	\$0.00	0.00%
Other:			\$0.00	\$0.00	0.00%
SUBTOTAL	\$74,460	\$0	\$ 74,460.00	\$ 48.60	10.19%
General Fees					
Architectural - Design			\$0.00	\$0.00	0.00%
Architectural - Construct. Supervision			\$0.00	\$0.00	0.00%
Engineering			\$0.00	\$0.00	0.00%
Legal/Accounting	\$ 5,000.00		\$5,000.00	\$3.26	0.68%
Cost Certification			\$0.00	\$0.00	0.00%
Appraisals			\$0.00	\$0.00	0.00%
Special Inspections/Testing	\$ 2,000.00		\$2,000.00	\$1.31	0.27%
Developer Fee			\$0.00	\$0.00	0.00%
Consultant Fee			\$0.00	\$0.00	0.00%
Project Management Fee	\$ 3,000.00		\$3,000.00	\$1.96	0.41%
Other: Travel Expenses/Site Visits	\$ 2,000.00		\$2,000.00	\$1.31	0.27%
Other: Unforeseen Delays/Misc	\$ 50,000.00		\$50,000.00	\$32.64	6.85%
Other:			\$0.00	\$0.00	0.00%
Other:			\$0.00	\$0.00	0.00%
SUBTOTAL	\$62,000	\$0	\$ 62,000.00	\$ 40.47	8.49%
Project Budget Costs Subtotal:	\$730,415.00	\$0.00	\$730,415.00	\$476.77	100.00%
TOTAL PROJECT COST (Budget+Financing):	\$730,415.00	\$0.00	\$730,415.00	\$476.77	100.00%

2024 Sources of Financing - All Project Funding Sources

Organization Name: Kitsap Mental Health Services
Program: ADU Services

Funding Source	Requested	Conditional	Committed	TOTAL
Total CGAP Requested Funds (CIAH)			730,415	\$ 730,415
Total Requested Funds	\$ -	\$ -	\$ 730,415	\$ 730,415
Federal				
				\$ -
				\$ -
				\$ -
				\$ -
Total Federal	\$ -	\$ -	\$ -	\$ -
State				
				\$ -
				\$ -
				\$ -
				\$ -
Total State	\$ -	\$ -	\$ -	\$ -
Local				
				\$ -
				\$ -
				\$ -
				\$ -
Total Local	\$ -	\$ -	\$ -	\$ -
Applicant				
				\$ -
				\$ -
Total Applicant	\$ -	\$ -	\$ -	\$ -
Private				
				\$ -
				\$ -
				\$ -
Total Private	\$ -	\$ -	\$ -	\$ -
In-Kind				
				\$ -
				\$ -
Total In-Kind	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT FUNDING	\$ -	\$ -	\$ 730,415	\$ 730,415

Exhibit D – Housing Covenant

When Recorded Return to:

Kitsap County Dept. Personnel & Human Services
CIAH Program
614 Division St, MS-23
Port Orchard, WA 98366

LOW INCOME HOUSING COVENANT AGREEMENT

Grantor: Kitsap Mental Health Services

Grantee: Kitsap County

Legal Description (abbreviated): ANDEASON-RIPPEY FIRST ADDITION TO THE CITY OF BREMERTON

NAVY YARD CITY

JOSEPH DALY’S GARDEN TRACTS

Assessor’s Tax Parcel Numbers: #: 3705-003-007-0009, #: 4600-022-031-0003, and #: 3741-000-008-0000

Address: 816 Park Ave , 3722 Madrona , and 1526 Pennsylvania Ave. Bremerton WA, 983112

This Low Income Housing Covenant Agreement (“Covenant Agreement”) is made by **Kitsap Mental Health Services** (“Grantor”) and is part of the consideration for the financial assistance provided by Kitsap County (“County”) as described in the Kitsap County Policy Plan, to Grantor pursuant to a CIAH Grant Agreement and the 2024 Kitsap County Policy Plan, for the **Development of ADU’s serving as affordable rental housing for low income families on the property described in Exhibit A (hereinafter referred to as “Property”)** to this Covenant Agreement.

This Covenant Agreement will be filed and recorded in the official public land records of Kitsap County, Washington and shall constitute a restriction upon the use of the property described herein, subject to and in accordance with the terms of this Covenant Agreement, for **40 years** following the date of project completion.

The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Grantor, their successors and assigns heirs, grantees, or lessees of the Property, beginning on January 1, 2024 as follows:

- A. The residential units in the Property will be occupied by tenants eligible to benefit from CIAH funds as described in the 2024 CIAH Policy Plan. This includes two primary characteristics:

1. Income no higher than sixty percent (60%) of the area median income (AMI) in Kitsap County, Washington, adjusted for family size, as estimated from time to time by the United States Department of Housing and Urban Development (“HUD”). If HUD ceases to provide such estimates of median income, then median income shall mean such comparable figure for Kitsap County, Washington published or reported by a federal, state, or local agency as the County shall select.
 2. Occupant must fit at least one of the following criteria: person(s) with behavioral health disability, veteran, senior citizen, homeless or at risk of becoming homeless, unaccompanied homeless youth or young adults, person(s) with a disability, domestic violence survivor.
- B. The Grantor will provide safe, decent and sanitary housing, and will comply with all State and local housing codes, licensing requirements, and other requirements regarding the condition of the structure and the operation of the project in the jurisdiction in which the housing is located.
- C. The Grantor will keep any records and make any reports relating to compliance with this covenant that the County may reasonably require.
- D. DEFAULT: If a violation of any of the foregoing covenant occurs, the County may, after thirty days’ notice of violation and an opportunity to cure, which cure may be affected by the Grantor, institute and prosecute any proceeding at law or equity to abate, default the loan, prevent or enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.
- E. The Grantor shall hold the County harmless from any claims, losses, damages, suits, and expenses, including reasonable attorneys’ fees and costs, to the extent they arise out of actions taken (or actions not taken) under any provision of this Covenant Agreement.

IN WITNESS HEREOF, **Kitsap Mental Health Services** has executed this

Covenant Agreement on the 14 day of November, 2023.

Kitsap Mental Health Services

BY: *Bruce Berland, CEO*
 NAME, TITLE



EXHIBIT A

Legal Description of Property

LOTS 7 & 8, BLOCK 3, ANDREASON RIPPEY 1ST, AS RECORDED IN VOLUME 4 OF PLATS, PAGE 8,
RECORDS OF KITSAP COUNTY, WASHINGTON

E1/2 LOT 31 & ALL LOT 32 & W1/2 LOT 33, BLOCK 22, NAVY YARD CITY, AS RECORDED IN VOLUME
3 OF PLATS, PAGE 75, RECORDS OF KITSAP COUNTY,
WASHINGTON

LOT 8, DALY'S GARDEN TRACTS, AS RECORDED IN VOLUME 4 OF PLATS, PAGE 11, RECORDS OF
KITSAP COUNTY, WASHINGTON



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance 601 Union Street; Suite 3400 COM Senior Care Seattle, WA 98101-1371	CONTACT NAME: Rachel Reese	
	PHONE (A/C, No, Ext): 206 262-4368 FAX (A/C, No): 866 577-1326	
	E-MAIL ADDRESS: Rachel.Reese@propelinsurance.com	
INSURED Kitsap Mental Health Services 5455 Almira Drive NE Bremerton, WA 98311	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Scottsdale Insurance Company	41297
	INSURER B : AMCO Insurance Company	19100
	INSURER C : Allied Property and Casualty Ins. Co.	42579
	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	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OPS1586364	07/01/2023	07/01/2024	EACH OCCURRENCE \$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
						MED EXP (Any one person) \$5,000
						PERSONAL & ADV INJURY \$2,000,000
						GENERAL AGGREGATE \$4,000,000
						PRODUCTS - COMP/OP AGG \$4,000,000
						\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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		BAPC3039803743	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						\$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CAA3039803743 Auto Only	07/01/2023	07/01/2024	EACH OCCURRENCE \$2,000,000
						AGGREGATE \$2,000,000
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		OPS1586364 WA Stop Gap	07/01/2023	07/01/2024	PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		OPS1586364	07/01/2023	07/01/2024	\$2,000,000 Per Claim \$4,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As Respects: Grants from the Kitsap County CIAH Program

Additional insured status applies to Kitsap County, Its Officers, Agents And Employees, Its Successors

And/or Assigns per the attached Endorsements

CERTIFICATE HOLDER Kitsap County, Its Officers, Agents And Employees, Its Successors And/or Assigns 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 

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KITSAP MENTAL HEALTH SERVICES

Unique Entity ID XWE7MWGW3235	CAGE / NCAGE ONL52	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Apr 17, 2024	
Physical Address 5455 Almira DR NE Bremerton, Washington 98311-8330 United States	Mailing Address 5455 Almira DR Bremerton, Washington 98311-8330 United States	

Doing Business as KITSAP MENTAL HEALTH SERVICE	Division Name (blank)	Division Number (blank)
Congressional District Washington 06	State / Country of Incorporation Washington / United States	URL http://www.kitsapmentalhealth.org

Registration Dates

Activation Date Apr 20, 2023	Submission Date Apr 18, 2023	Initial Registration Date May 25, 1999
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Entity Dates

Entity Start Date Jan 1, 1978	Fiscal Year End Close Date Jun 30
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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.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 Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Socio-Economic Types

Check the registrant's Reps & 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 Yes	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code ONL52
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Electronic Business

♀ Margaret Bollinger, Executive Projects Mgr	Kitsap Mental Health Services 5455 Almira Drive NE Bremerton, Washington 98311 United States
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MONICA BERNHARD	Kitsap Mental Health Services 5455 Almira Drive NE Bremerton, Washington 98311 United States
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Government Business

♀ MONICA BERNHARD, CEO	Kitsap Mental Health Services 5455 Almira Drive NE Bremerton, Washington 98311 United States
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Past Performance

♀ Shawn Frederick, CAO	5455 Almira DR. NE Bremerton, Washington 98311 United States
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NAICS Codes

Primary	NAICS Codes	NAICS Title
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This entity does not appear in the disaster response registry.

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:
 Principal:
 From: To:

WA UBI Number:
 RCW:
 Penalty Due:
 Wage Due:

License Number:

[Download all debarment data](#)

Show per page
 Showing 0 records

[First](#)
[Previous](#)
[Next](#)
[Last](#)

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
There are no records that match your search criteria.									

Show per page
 Showing 0 records

[First](#)
[Previous](#)
[Next](#)
[Last](#)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

KITSAP MENTAL HEALTH SERVICES

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5455 ALMIRA DR NE

6 City, state, and ZIP code

BREMERTON WA 98311

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number									
9	1	-	1	0	2	0	1	0	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Agnes Beard

Date ▶

3/2/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.