

MHCDTC GRANT AGREEMENT BETWEEN:

KITSAP COUNTY AND BREMERTON HOUSING AUTHORITY

This GRANTEE AGREEMENT ("Agreement") is made between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 ("County") and Westsound Treatment Center, a Washington Corporation S, having its principal office at 4060 Wheaton WY Suite F, Bremerton, Washington, 98310 ("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

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, 2025, and terminate on December 31, 2026.

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

- A. Grant Amount: The Grantee is awarded a total of \$189,999.
- 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:

Hannah Shockley, MHCDTC Program Supervisor
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366
360-337-4827
hshockle@kitsap.gov

WESTSOUND TREATMENT CENTER:

Ken Wilson, Director
4060 Wheaton Way, Suite F
Bremerton, WA 98310
360-876-9430
ken.wilson@wstcs.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 MHCDTC 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 MHCDTC 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 – MHCDTC GRANT PROVISIONS

- A. MHCDTC 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. MHCDTC Characteristic Verification: The grantee must verify and document that project participants are eligible to benefit from MHCDTC 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 MHCDTC 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 MHCDTC 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 MHCDTC 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 MHCDTC 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 MHCDTC funds is decent, safe, sanitary, and in good repair. Housing that is acquired, constructed, or rehabilitated with MHCDTC 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 MHCDTC 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.

SECTION 14 – PREVAILING WAGE

Effective January 1, 2020, contractors must file weekly certified payroll reports for all prevailing wage jobs (regardless of project amount) and submit them directly to L&I.

General

The contractor shall comply with the prevailing wage requirements of chapter 39.12 RCW and WAC 296-127, specifically including RCW 39.12.020 and WAC 296-127-023 (Building Service Maintenance), if applicable. Contractor shall pay not less than the prevailing rate of per diem wages to its employees and shall provide documentation to the County of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of wage statement shall be posted by the Contractor in a location readily visible to workers at the job site or as provided in RCW 39.12.020

Over \$2,500

For contracts greater than \$2,500, a "Statement of Intent to Pay Prevailing Wages: (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. If the Contract is more than \$10,000, the Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An "Affidavit of Wages Paid" must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.

\$2,500 or Less

For contracts of \$2,500 or less, the Contractor may submit the Statement of Intent to the County directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the Contractor will submit an "Affidavit of Wages Paid" to the County.

Statement of Intent

The Statement of Intent and Affidavit of Wages Paid must be submitted on forms approved by the Department of Labor and Industries.

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 19 day of Feb, 2025.

GRANTEE: WESTSOUND TREATMENT CENTER



Ken Wilson, Director

Dated this 10 day of march, 2025.

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



Christine Rolfes, Chair



Oran Root, Commissioner



Katherine T. Walters, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board



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Exhibit A – Scope of Work

<i>Project Details</i>	
Project Name	Fullers House
Funded Amount	\$189,999
Policy Plan Year	2025
Eligible Activity	Repairs to Maintain Affordable Housing
Service Area	Kitsap County
Project Address/Location	4248 Forest Drive, Bremerton WA 98310
Eligible Target Population	<u>Income</u> : 30-60% AMI or less <u>Characteristic</u> : Homeless and/or at-risk of homelessness, and in Substance Use Treatment

Description of Scope

Priority #1: Increase the number of stable housing options for chemically dependent and mentally ill residents. (Goal 6, Objective #3)

Westsound Treatment Center will have a qualified contractor complete repairs and replacement of exterior conditional items that protect the interior from weather elements, water damage, and improve energy efficiency, including but not limited to; repair and paint sections of siding and trim, replace the roof and gutters, replace windows. Updates and repairs will maintain the structural integrity of the home's use and purpose of providing (11) units of affordable housing for women and children who are at-risk of homelessness and engaged in a substance use treatment program. All units are reserved for individuals meeting the 30-60% AMI requirements.

Performance Measures

1. Westsound project managers will secure a prevailing wage contractor to perform the work outlined in the scope of work.
2. The contractor will complete the scope of work.
3. Westsound project managers will ensure that completion of all final inspections have been performed and approved.

Exhibit B – Timeline**2025 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).

Category	Task	Date Completed or Expected Date of Completion	Notes
Secure Contractor	Finalize project designs	January-March	To be completed by Westsound's project management team.
Contractor			
	Phase 1: Obtain permits and order materials	April-May	Prepare site for construction repairs
	Phase 2: Construction begins	June - July	The contractor will begin the process of exterior renovations.
	Phase 3: Final Inspections	August - September	Contractor and Westsound project management finalize all final inspections with applicable entities.

Exhibit C – Budget

Kitsap County Department of Human Services
Expenditure Report: January 1, 2025 - December 31, 2026

Agency Name: West Sound Treatment Center KC-142-25
Project Name: Resource Liaisons
Contract: \$189,899
Month:

Contract Line item	Contract Budget	Current Billing	Life to Date Billed	Contract Balance
Personnel				
				-
				-
Supplies & Equipment				
		-	-	-
		-	-	-
		-	-	-
Administration				
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
Ongoing Operations & Maintenance				
	-	-	-	-
Constuction Costs	189,899.00	-	-	189,899.00
Window Replacement		-	-	-
Gutter Repairs		-	-	-
Prevailign wage adjustment		-	-	-
Exterior Painting and Wood Rot Repair		-	-	-
Roof Replacement	-	-	-	-
Other				
		-	-	-
		-	-	-
	-	-	-	-
Project budget total				
	\$ 189,899.00	\$ -	\$ -	\$ 189,899.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2024

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 Fortune Insurance 705 S. 9th St. #302 Tacoma WA 98405		CONTACT NAME: Cory Coryell PHONE (A/C, No, Ext): (253) 200-6633 E-MAIL ADDRESS: cory@fmgins.com FAX (A/C, No): (253) 200-6626																						
INSURED West Sound Treatment Center 4060 Wheaton Way, #F Bremerton WA 98310		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Underwriters at Lloyds, London</td><td></td></tr><tr><td>INSURER B:</td><td>Columbia Insurance Company</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Underwriters at Lloyds, London		INSURER B:	Columbia Insurance Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Underwriters at Lloyds, London																							
INSURER B:	Columbia Insurance Company																							
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 24-25 GL, Auto **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	Y		W380FD240101	09/09/2024	09/09/2025	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						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			71APR429429	09/09/2024	09/09/2025	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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y					EACH OCCURRENCE \$
	AGGREGATE \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	W380FD240101	09/09/2024	09/09/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap
	E.I. EACH ACCIDENT \$ 1,000,000						
	E.I. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.I. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Professional Liability			W380FD240101	09/09/2024	09/09/2025	Each Occurrence \$1,000,000 General Aggregate \$3,000,000

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

Certificate Holder is an Additional insured per coverage form CG2026

CERTIFICATE HOLDER

Hannah Shockley, Human Services Planner Program,
Kitsap CTY Dept. of Human Svcs
614 Division St, MS-23
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

Cory Coryell

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**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <u>West Sound Treatment Center</u>	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. <u>4060 Wheaton Way Ste F</u>	Requester's name and address (optional)
6 City, state, and ZIP code <u>Bremerton, WA 98310</u>	
7 List account number(s) here (optional)	

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. See also *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	1	8	4	2	3	7	

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 Kenneth Wilson

Date 1-31-2025

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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: **WEST SOUND TREATMENT CENTER**

Grantee: **Kitsap County**

Legal Description (abbreviated):

The West Half of the North 1 acre of the South Half of the NE 1/4 of the SW 1/4 of the NE 1/4, Sec. 1, T24N, R1E, W.M., Kitsap County, WA; except the East 30 feet (Auditor's File No. 532609) and the West 30 feet (Auditor's File No. 596320) conveyed for roads.

<https://tinvurl.com/FULLER-HOUSE-KITSAP-AUDITOR>

Assessor's Tax Parcel Numbers: 012401-1-062-2009

Address:

4248 FOREST DR NE
BREMERTON, WA 98310

This Low Income Housing Covenant Agreement ("Covenant Agreement") is made by **WEST SOUND TREATMENT CENTER** ("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 MHCDTC Grant Agreement and the 2024 Kitsap County Policy Plan, for the **Acquisition** of 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, 2025, as follows:

- A. The residential units in the Property will be occupied by tenants eligible to benefit from MHCDTC funds as described in the 2024 Affordable Housing for MHCDTC RFP. 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. Programs and services include, **but are not limited to**, youth mental health and treatment services, housing that is a component of a coordinated chemical dependency or mental health service, behavioral health stabilization, treatment services including gambling, case management, and transportation.
- 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.

EXHIBIT A

Legal Description of Property

THE WEST HALF OF THE FOLLOWING DESCRIBED PROPERTY: THE NORTH 1 ACRE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 1, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; EXCEPT THE EAST 30 FEET CONVEYED TO KITSAP COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 532609; AND EXCEPT THE WEST 30 FEET OF SAID WEST HALF CONVEYED TO KITSAP COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 596320.

PLEASE SEE AUDITORS RECORD FOR FULLER HOUSE AT THIS LINK:

<https://tinyurl.com/FULLER-HOUSE-KITSAP-AUDITOR>

IN WITNESS WHEREOF, **WEST SOUND TREATMENT CENTER**, By Kenneth Wilson
CEO, has executed this

Covenant Agreement on the 20th day of December, 2024.

WEST SOUND TREATMENT CENTER, By Kenneth Wilson CEO

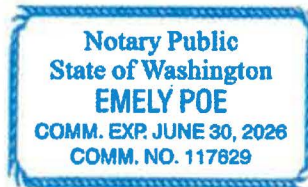
BY: Kenneth Wilson CEO
NAME, TITLE

STATE OF WASHINGTON }

COUNTY OF WA^{SH} KITAP } ss.

I certify that I know or have satisfactory evidence that KENNETH WILSON is the person who appeared before me and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive Director of Inland Empire Residential Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED on this 20th day of DECEMBER, 2024.



By: EMELY POE
Name (print): EMELY POE
NOTARY PUBLIC in and for the State of
Washington, residing at KITAP COUNTY
My commission expires JUNE 30, 2026

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:	<input type="text" value="Westsound Treatment Center"/>	Principal:	<input type="text"/>	From:	<input type="text" value="02/04/2025"/>	To:	<input type="text" value="02/04/2024"/>
WA UBI Number:	<input type="text"/>	RCW:	<input type="text" value="All"/>	Penalty Due:	<input type="text"/>		
License Number:	<input type="text"/>			<input type="text" value="All"/>	<input type="text" value="All"/>		
<input type="button" value="Apply Filters"/>				<input type="button" value="Reset"/>			

[Download all debarment data](#) ⓘ

Show <div>25</div> per page												Showing 0 records												<div>First</div> <div>Previous</div> <div>Next</div> <div>Last</div>							
Company Name ▲												UBI ▾		License ▾		Principals ▾		Related Business ▾		Status ▾		RCW ▾		Debar Begins ▾		Debar Ends ▾		Penalty Due ▾		Wages Due ▾	
There are no records that match your search criteria.																															
Show <div>25</div> per page												Showing 0 records												<div>First</div> <div>Previous</div> <div>Next</div> <div>Last</div>							