Agreement Number: KC-034-24

### **CIAH GRANT AGREEMENT BETWEEN:**

### KITSAP COUNTY AND BREMERTON HOUSING AUTHORITY

This GRANTEE AGREEMENT ("Agreement") is made between Kitsap County, a Washington state political subdivision ("County") and Housing Authority of the City of Bremerton dba Bremerton Housing Authority, a Washington Public Body Corporate and Politic ("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

Exhibit D Real Estate Purchase and Sale Agreement

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

Exhibit E Housing Covenant

### IT IS MUTUALLY AGREED AS FOLLOWS:

### SECTION 1. PURPOSE, PERMISSIBLE USES, AND TERM

- A. <u>Grant Purpose:</u> The purpose of this Agreement is to distribute funds collected pursuant to RCW 82.14.530 and RCW 82.14.540, implemented through KCC 4.34 and KCC 4.35.
- **B.** Permissible Uses: Use of CIAH funds are limited to those uses set out under RCW 82.14.530 and RCW 82.14.540, implemented through KCC 4.34 and KCC 4.35.
- **C.** <u>Term:</u> 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 \$3,424,697.
- **B.** <u>Use of Grant:</u> 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.** <u>Budget:</u> 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 Grantee will secure at its own expense all labor and materials required to perform any work in connection with the Project. The Grantee shall be responsible for all applicable payroll, labor and industries premiums, and taxes. All employees and subcontractors of the Grantee shall be covered by Industrial Insurance in full compliance with Title 51 of the Revised Code of Washington ("RCW"). The Grantee 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 Grantee's duties under this section or applicable law. Solely for the purposes of this indemnification provision, the Grantee expressly waives its immunity under Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties. The Grantee's duty to defend and indemnify shall survive the termination of this Agreement.
- **B.** <u>Contract Representatives:</u> 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

### **BREMERTON HOUSING AUTHORITY:**

Tina Walgren, Contracts and Procurement Administrator 600 Park Avenue
Bremerton, WA 98337
360-616-7165
twalgren@bremertonhousing.org

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

C. <u>Notices:</u> 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. <u>Billing Procedures:</u> 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. <u>Disbursement Limitations:</u> In no event will the County be required to disburse funds in excess of the Agreement award amount specific in Section 2A.
- **D.** <u>Disbursement without Prejudice:</u> 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, COMPLETION, 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. <u>Monitoring:</u> 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 Grantee 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.** <u>Completion</u>: The project will be considered complete when the scope of work is fulfilled, or the entire grant award has been expended.
- **E.** <u>Closeout</u>: 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. <u>Indemnification</u>: 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. <u>Insurance:</u> 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. <u>Termination for Cause</u>: 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 Grantee will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.

C. <u>Termination Procedure</u>: 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. <u>Dispute Resolution</u>: 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.** <u>Dispute Hearing Request</u>: 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. <u>Dispute Hearing Process</u>: 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.

### SETCION 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. <u>Subgranting Procedure</u>: 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.** <u>CIAH Income Verification</u>: 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;
  - a. Domestic violence survivors.
- C. <u>Period of Affordability</u>: 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.** <u>Tenant Protections</u>: 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.

### **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 20 day of December 2023.

GRANTEE: Housing Authority of the City Of Bremerton dba Bremerton Housing Authority

Jill Stanton, Executive Director

Dated this 6 day of Ch, 2024

BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON

Kathuis T. Wolker

Katherine Walters, Chair

**Christine Rolfes, Commissioner** 

Christine Robes

**Charlotte Garrido, Commissioner** 

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ATTEST:

Dana Daniels, Clerk of the Board

### **Index of CIAH Agreement**

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Section 11 – Conflict of Interest

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Exhibit A – Scope of Work

Exhibit B – Project Timeline

Exhibit C - Budget

Exhibit D – Real Estate Purchase and Sale Agreement

Exhibit E – Housing Covenant

### **Exhibit A - Scope of Work**

	Project Details
Project Name	Evergreen Bright Start
Funded Amount	\$3,424,697
Policy Plan Year	2024
Eligible Activity	Acquire affordable housing
Service Area	Bremerton
Project Address/Location	811 Warren Ave., Bremerton WA 98337
Eligible Target Population	Income: 30% AMI or less
	Characteristic: The target population will be 18- to 24-year-olds with a preference for 18- to 21-year-olds upon entry who fall into one or more of the following categories: persons with mental or behavioral health disabilities, homeless or at risk of homelessness including families with children, unaccompanied homeless young adults, domestic violence young adult survivors, experiencing sexual exploitation, aging out of foster care or exiting other institutional settings, in need of treatment for substance abuse, or experiencing other serious barriers to independent living.

### **Description of Scope**

Bremerton Housing Authority will acquire a 30-unit apartment complex in Bremerton, WA to be used for affordable housing targeted to young adults aged 18-24. Six (6) units will be reserved for management and service staff, with 24 units to be used for clients. BHA will partner with outside agencies to provide wrap-around services, including Kitsap Mental Health Services, to provide supportive services to clients.

### **Performance Measures**

- 1. Provide permanent supportive housing to 24 individuals or families earning 0-30% AMI in a 12-month period.
- 2. Provide space for on-site mental health and other supportive services for 24 individuals or families with mental or behavioral health illnesses in a 12-month period.

3. Assist individuals and families who desire to transition out of Evergreen Bright Start and into independent living.

### Exhibit B - Scope of Work

## **BHA – Evergreen Bright Start 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
Obtain Funding	July 2023	January 2024
Enter purchase and sale agreement	November 2023	January 2024
Close on purchase/Site Control	December 2023	January 2024
Market Study	December 2023	June 2024
Community Meetings (If deemed necessary)	January 2024	February 2024
Sign MOU's with service providers	September 2023	September 2023
Prepare service space	January 2024	February 2024
Furnish Apartments	January 2024	June 2024
Lease up units	February 2024	December 2024

## Exhibit C – Budget

# Organization Name: Program: Square Footage: 19060 DEATH Project Budget Bremerton Housing Authority Evergreen Bright Start Property 19060

Enter the estimated costs associated with your project from CGAP Sources and Other Funds

	Committed CGAP Funds	No	n-CGAP Funds	Esti	mated Costs	Cost per quare Foot	Cost as % of Total
Acquisition Costs							· · · · · · · · · · · · · · · · · · ·
Purchase Price	\$ 4,000,000.00	\$	6,700,000.00	4	10,700,000.00	\$561.39	98.17%
Land					\$0.00	\$0.00	0.00%
Improvements		\$	10,000.00		\$10,000.00	\$0.52	0.09%
Liens and Other Taxes					\$0.00	\$0.00	0.00%
Closing/Recording		\$	65,000.00		\$65,000.00	\$3.41	0.60%
Extension Fees					\$0.00	 \$0.00	0.00%
Other: Furnishings		\$	50,000.00		\$50,000.00	\$2.62	0.46%
Other:					\$0.00	\$0.00	0.00%
SUBTOTAL	\$4,000,000		\$6,825,000	\$ :	10,825,000.00	\$ 567.94	99.31%
General Fees							
Architectural - Design		Τ		T T	\$0.00	\$0.00	0.00%
Architectural - Construct. Supervision					\$0.00	\$0.00	0.00%
Engineering		1		1	\$0.00	\$0.00	0.00%
Legal/Accounting		\$	10,000.00		\$10,000.00	\$0.52	0.09%
Cost Certification					\$0.00	\$0.00	0.00%
Appraisals		\$	10,000.00		\$10,000.00	\$0.52	0.09%
Special Inspections/Testing		Т		T	\$0.00	\$0.00	0.00%
Developer Fee					\$0.00	\$0.00	0.00%
Consultant Fee		\$	5,000.00	П	\$5,000.00	\$0.26	0.05%
Project Management Fee					\$0.00	\$0.00	0.00%
Other: Operating Reserves		\$	50,000.00	П	\$50,000.00	\$2.62	0.46%
Other:					\$0.00	\$0.00	0.00%
Other:					\$0.00	\$0.00	0.00%
Other:					\$0.00	\$0.00	0.00%
SUBTOTAL	\$(	)	\$75,000	\$	75,000.00	\$ 3.93	0.69%
Project Budget Costs Subtotal	\$4,000,000.00		\$6,900,000.00	\$1	0,900,000.00	\$571.88	100.00%
TOTAL PROJECT COST (Budget+Financing):	\$4,000,000.00		\$6,900,000.00	\$1	0,900,000.00	\$571.88	100.00%

2024 Sources o	Financing All Pr	ject Funding S	olinoss	
Organization Name: Program:	Bremerton Housin Evergreen Bright St			
Funding Source	Requeste	d Conditional	Committed	TOTAL
Total CGAP Requested Funds (CIAH)			3,424,697	\$ 3,424,697
Total CGAP Requested Funds (HOME)			575,303	\$ 575,303
Total Requested Funds	\$ -	\$ -	\$ 4,000,000	\$ 4,000,000

Federal							<del>,</del>
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Total Federal	\$	-	\$	-	\$	- \$	-
State							
Apple Health and Home / Housing Trust	6,	,500,000				\$	6,500,000
						\$	-
						\$	-
						\$	-
						\$	
Total State	\$ 6,5	00,000	\$	-	\$	- \$	6,500,000
Local							
LVUI						\$	
						\$	_
						\$	
						\$	-
						\$	-
Total Local	\$	-	\$	-	\$	- \$	-
Applicant							
Bremerton Housing Authority				400,000	***	\$	400,000
						\$	
Y-A-1 A				400 000	_	\$	-
Total Applicant	\$	- 1	\$	400,000	\$	- \$	400,000
Private							
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
Total Private	\$	-	\$	-	\$	- \$	
(n-Kind							
						\$	-
						\$	.=
						\$	-
Total In-Kind	\$	- 1	\$	-	\$	- \$	-

### OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (this "Option Agreement") is made and entered into this 6th day of November, 2023 (the "Effective Date"), by and between LP2 Warren Multi-Family LLC, a Washington limited liability company ("Seller"), and Housing Authority of the City of Bremerton, a public body corporate and politic of the State of Washington and/or permitted assigns ("Buyer").

### **AGREEMENT**

- **GRANT OF OPTION.** The Seller hereby grants to the Buyer the exclusive right and 1. option (the "Option") to purchase fee title to all that certain real and personal property situated in Bremerton, Washington and legally described in Exhibit A attached hereto ("Property"), all subject to the terms, covenants and conditions herein contained together with such additional terms, covenants and conditions of a commercially reasonable form of purchase and sale agreement (the "Purchase and Sale Agreement") with a purchase price of Ten Million Seven Hundred Thousand and no/100 Dollars (\$10,700,000.00) (the "Purchase Price"), such Purchase Price being subject to receipt and review by Buyer of an appraisal obtained as an Inspection Item (defined below) and the form of Purchase and Sale Agreement to be negotiated by Buyer and Seller following Buyer's exercise of the Option in accordance with Section 3 hereof: provided that to the extent Buyer proposes to adjust the Purchase Price as a result of an appraisal (or for any other reason), Seller may accept or reject such proposed adjustment in its sole discretion, and if Seller rejects such adjustment, this Option Agreement shall immediately terminate. The parties further agree that Buyer is conducting most of its due diligence and inspection work in advance in accordance with this Option Agreement but that Buyer will not be able to complete final resolution thereof, and, as a result, the Purchase and Sale Agreement will thus contain limited provisions for a further due diligence or physical inspection contingency related to Seller's completion of construction of the Property and issuance of the CO (defined below).
- 2. **OPTION TERM**. The Option shall commence upon the Effective Date of this Option Agreement and shall continue in full force and effect for a period (the "**Option Term**") ending sixty (60) days from the Effective Date (the "**Option Term Expiration Date**"). Seller shall provide a copy of any temporary or final certificate of occupancy (the "**CO**") for the building on the Property (the "**Building**") to Buyer and the Closing Agent (as defined below) as soon as reasonably practicable, but no later than five (5) business days after Seller's receipt, and said notice shall be delivered in the manner specified in **Section 8**, hereof. In the event that the final CO is not received by Buyer prior to the Option Term Expiration Date, then Buyer shall have a one-time right to extend the Option Term Expiration Date for an additional sixty (60) days upon written notice to Seller in Buyer's sole discretion.
- 3. **EXERCISE OF OPTION.** The Option may be exercised at any time during the Option Term in Buyer's sole and absolute discretion. The Buyer shall exercise the Option by giving to the Seller its written notice thereof in the manner specified in **Section 8** hereof along with Buyer's final offer on the Purchase Price for the Property. If Buyer timely exercises the Option in compliance with the previous sentence, Seller shall respond in writing to Buyer's offer on the Purchase Price, and upon agreement therewith, Buyer and Seller shall proceed with the

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transaction according to the terms and conditions set forth in the fully negotiated Purchase and Sale Agreement. In the event of a conflict between terms of this Option and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall control.

- 4. **OPTION CONSIDERATION.** As consideration for the grant of the Option and for additional reasons set forth below, Buyer shall deliver to Chicago Title Insurance Company of Washington Attention: Adam Miller (the "Closing Agent"), the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) in immediately available funds (or by check for immediate negotiation and honored when first presented) (collectively, the "Option Payment"). The Option Payment shall be fully refundable to Buyer when made and shall be applicable to the Purchase Price in accordance with the terms and conditions of the Purchase and Sale Agreement, provided, however, in the event that each of the following conditions are independently met: (i) Seller provides a copy of the CO for the Building to Buyer in accordance with Section 2, (ii) following receipt of the CO, Buyer exercises the Option by giving to the Seller its written notice thereof in the manner specified in Section 8 hereof along with Buyer's final offer on the Purchase Price prior to expiration of the Option Term Expiration Date, (iii) Buyer and Seller enter into the Purchase and Sale Agreement for the Property as contemplated herein and Buyer waives all contingencies thereunder to close, and (iv) following Buyer's waiver of contingencies, Buyer is unable to close on its acquisition of the Property for any reason other than: (A) Buyer's limited due diligence or physical inspection contingency related to Seller's completion of construction of the Property and issuance of the CO or (B) due to the default by Seller under the Purchase and Sale Agreement, then the Option Payment shall be non-refundable to Buyer, applicable to the Purchase Price, and released to Seller upon Buyer's termination of the Purchase and Sale Agreement.
- 5. **MEMORANDUM**. From and after the Effective Date, Buyer shall have the right to record a Memorandum in the real property records for the Property memorializing the Option Agreement pursuant to a form of Memorandum agreed upon by each of Buyer and Seller in their reasonable discretion.
- **INSPECTION.** Buyer may exercise this Option in Buyer's sole discretion, and its decision may take into account any or all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the Property; the potential financial performance of the Property; the availability of government permits and approvals; obtaining an appraisal for the Property and the feasibility of the Property for Buyer's intended purpose (collectively, the "Inspection Items"). Prior to entering the Property and while conducting any inspections, Buyer shall, at no cost or expense to Seller: (a) procure and maintain commercial general liability (occurrence) insurance in an amount no less than \$2,000,000 on commercially reasonable terms adequate to insure against all liability arising out of any entry onto or inspections of the Property that lists Seller as additional insureds; and (b) deliver to Seller prior to entry upon the Property certificates of insurance for Buyer and any applicable agents or representatives evidencing such required insurance. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants without obtaining Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer shall restore the Property and all improvements to substantially the same condition they were in prior to

inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents, which obligation shall survive closing, provided, however, that Buyer shall have no liability or obligations for the mere discovery of any pre-existing conditions at the Property, including those related to environmental matters. Notwithstanding any other provision in this Option Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until the County of Kitsap has provided Buyer and Seller with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other contingencies in this Option Agreement, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. Buyer shall use its best efforts to cause the County of Kitsap to use its best efforts to conclude the environmental review of the Property expeditiously.

- 7. **TITLE INSURANCE**. Promptly after the Effective Date, Buyer will obtain from Chicago Title Insurance Company of Washington a preliminary commitment for a standard form owner's policy of title insurance for the Property (2021 ALTA Extended Owner's Policy) (the "**Title Commitment**"). Buyer shall notify Seller in writing of any objectionable matters in said title report or any supplemental report. Following the Effective Date and until the expiration or earlier termination of the Option Term, Seller agrees: (a) to not further encumber the Property, except for mortgages, deeds of trust and other encumbrances securing the payment of money to be paid in full or reconveyed by Seller prior to the closing under the Purchase and Sale Agreement; (b) to maintain the Property free from waste and neglect in accordance with applicable laws and regulations; and (c) to not to make any material alterations to the boundaries or physical condition of the Property without Buyer's approval. Notwithstanding the foregoing, Seller shall have until the closing under the Purchase and Sale Agreement to satisfy monetary encumbrances.
- 8. **NOTICES.** All notices which may or are required to be given in connection herewith shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) sent by a nationally recognized overnight delivery service, or (c) electronically transmitted via email with receipt confirmed, to:

Seller:	LP2 Warren Multi-Family LLC
	Attn: Dale Sperling
	Email:
	dsperling@onebuilding.com

with a c	copy to:	
		 -
Attn:		 
Email:		 

Buyer:

**Bremerton Housing Authority** 

Attn: Jill Stanton 600 Park Avenue

Bremerton, Washington 98337

Email: jstanton@bremertonhousing.org

### with a copy to:

J.H. Brawner & Company

Attn: Jim Brawner

371 NE Gilman Blvd, Suite 360

Issaquah, WA 98027

Email: jim@jhbrawner.com zak@jhbrawner.com

### with a copy to:

Foster Garvey P.C.

1111 Third Avenue, Suite 3000

Seattle, WA 98101

Attention: Allison Schwartzman
Email: <u>a.schwartzman@foster.com</u>
bryan.helfer@foster.com

All notices shall be deemed given on the day such notice is delivered (or if refused, the date of such refusal) or transmitted by email (provided that confirmation of email transmission is before 5:00 p.m. on a business day, and, if after such time, then on the next business day) or on the third business day following the date such notice is mailed in accordance with this Section. Each party may revise its address for notice by giving the other party at least ten (10) days' advance written notice thereof by the means above described. Except as otherwise specified herein, notices shall be deemed effective when actually received.

- 9. **ENTIRE AGREEMENT**. This Option Agreement supersedes any prior written and oral agreements and representations made by or on behalf of the parties hereto with respect to the Property. This contract constitutes the entire agreement of the parties and may not be amended except by written agreement executed by both of said parties subsequent to the date hereof.
- 10. <u>ASSIGNMENT</u>. The heirs, administrators, assigns and successors-in-interest of the parties shall be bound by this Option Agreement. Buyer may assign all right, title or interest in or to this Option Agreement to an entity which controls, is controlled by or is under common

control with the Buyer.

- 11. **AMENDMENT**. This Option Agreement may be amended only by a writing signed by the Buyer and the Seller.
- 12. **GOVERNING LAW**. This Option Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington without reference to choice of law principles which might indicate that the law of some other jurisdiction should apply.
- 13. <u>TIME</u>. Time is of the essence in this Option Agreement. For purposes of this Option Agreement "business day" shall mean any day other than a Saturday, Sunday, Washington State or national holiday or other day on which commercial bankers in Washington are generally not open for business. Unless otherwise specified, in computing any period of time described in this Option Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run to and include the next day which is a business day. All references to a particular time of day shall refer to the time zone in Bremerton, Washington.
- 13. **COUNTERPARTS**. This Option Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the day and year first above written.

**SELLER:** 

LP2 WARREN MULTI-FAMILY LLC,

a Washington limited liability company

By: Dale Sperling

By: BBD4992E1E7742F...

Name: Dale Sperling

Its: Manager, LP2 warren multi family 11c

**BUYER:** 

HOUSING AUTHORITY OF THE CITY OF

**BREMERTON**, a public body corporate and politic of the State of Washington

By: Docusianed by:

Name: Jill Stanton

Its: <u>Executive Director</u>

### **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

Lots 25 through 29, inclusive, Block 2, Dietz's Addition to the Town of Bremerton, as recorded in Volume 2 of Plats, Page 57, in Kitsap County, Washington.

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### 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: Housing Authority of the City of Bremerton

Grantee: Kitsap County

Legal Description (abbreviated):

LOTS 25 THROUGH 29, INCLUSIVE, BLOCK 2, DIETZ'S ADDITION TO THE TOWN OF BREMERTON, AS RECORDED IN VOLUME 2 OF PLATS, PAGE 57, RECORDS OF KITSAP COUNTY, WASHINGTON.

Assessor's Tax Parcel Numbers: 3743-002-025-0102

Address: 811 Warren Avenue Bremerton, WA 98337

Contract Number:

This Low Income Housing Covenant Agreement ("Covenant Agreement") is made by the **Housing Authority of the City of Bremerton**, a Washington public body corporate and politic ("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 acquisition of affordable rental housing for low income families on the property legally 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 December 31, 2023, as follows:

CONTRACT NUMBER

LOW INCOME HOUSING COVENANT AGREEMENT

- 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, The Housing Author	ority of the City of Brem	erton has executed this
Covenant Agreement on the	day of	, 2024.
HOUSING AUTHORITY OF THE CITY OF A WASHINGTON PUBLIC BODY CORPORATE AN		
BY:		
PRINTED NAME:		
TITLE:		
STATE OF WASHINGTON } }ss. COUNTY OF KITSAP }		
I certify that I know or have satisfactory evide appeared before me and said person acknowled stated that he/she was authorized to execute the Director of Inland Empire Residential Resource for the uses and purposes mentioned in the instantial resources.	dge that he/she signed thi e instrument and acknow es, to be the free and volu	s instrument, on oath ledged it as the Executive
DATED on this day of	, 2024.	
(Seal or Stamp)	By:	
	Name (print):	
	NOTARY PUBLIC	C in and for the State of
	Washington, residi	ng at
	My commission ex	pires

### **EXHIBIT A**

## **Legal Description of Property**

LOTS 25 THROUGH 29, INCLUSIVE, BLOCK 2, DIETZ'S ADDITION TO THE TOWN OF BREMERTON, AS RECORDED IN VOLUME 2 OF PLATS, PAGE 57, RECORDS OF KITSAP COUNTY, WASHINGTON.

## **CERTIFICATE OF COVERAGE**

Cert No. 23264
ISSUE DATE (MM/DD/YY)
11/14/2023

Producer HOUSING AUTHORITIES RISK RETENTION POOL	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
4660 NE 77th Ave., Suite 310	Companies Affording Coverage			
Vancouver, WA 98662 (360) 574-9035 (360) 574-9401 FAX	Company  HARRP  Housing Authorities Risk Retention Pool			
Covered Entity	Letter A			
Housing Authority of the City of Bremerton	Company			
600 Park Avenue Bremerton, WA 98337	Letter <b>B</b>			

Coverages

THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENTS 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. LITTS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE		POLICY NUMBER	CERTIFICATE EFFECTIVE DATE (MM/DD/YY)	CERTIFICATE EXPIRATION DATE (MM/DD/YY)	ALL LIM	ITS	
GENE	RAL LIABILITY				7/1/2024	GENERAL AGGREGATE	\$2,000,000.00	
_XX_	COMMERCIAL GENERA	AL LIABILITY	00055-PLEAF	EAE 10/1/2022		EACH OCCURRENCE	\$2,000,000.00	
	CLAIMS MADE XX	OCCURRENCE		00055-PLEAF	10/1/2023	//1/2024	FIRE DAMAGE (any one fire)	\$2,000,000.00
	OWNERS' & CONRACTO	OR'S PROT.				MEDICAL EXPENSES	EXCLUDED	
AUTO	MOBILE LIABILITY		00055-PLEAF				COMBINED SINGLE LIMIT	\$2,000,000.00
	ALL OWNED AUTOS					BODILY INJURY (PER ACCIDENT)	\$2,000,000.00	
_XX_	SCHEDULED AUTOS			10/1/2023	7/1/2024	PROPERTY DAMAGE	\$2,000,000.00	
XX	HIRED AUTOS NON-OWNED AUTOS					ANNUAL AGGREGATE	\$2,000,000.00	
ERROI	RS & OMISSIONS		00055-PLEAF	10/1/2023	7/1/2024	E&O: \$2,000,000.00 Occ Aggregate	currence /	
	AUTO!	GENERAL LIABILITY  _XX_ COMMERCIAL GENERAL  CLAIMS MADE	GENERAL LIABILITY  XX	GENERAL LIABILITY  XX	GENERAL LIABILITY  XX_ COMMERCIAL GENERAL LIABILITY CLAIMS MADE XX_ OCCURRENCE OWNERS' & CONRACTOR'S PROT.  AUTOMOBILE LIABILITY ALL OWNED AUTOS  XX_ SCHEDULED AUTOS  XX_ HIRED AUTOS NON-OWNED AUTOS  DATE (MM/DD/YY)  10/1/2023  10/1/2023	TYPE OF INSURANCE  POLICY NUMBER  CERTIFICATE EFFECTIVE DATE (MM/DD/YY)  EXPIRATION DATE (MM/DD/YY)  FIGURE OF INSURANCE  EXPIRATION DATE (MM/DD/YY)  FIGURE OF INSURANCE  EXPIRATION DATE (MM/DD/YY)  FIGURE OF INSURANCE  FOR INSURANCE  EXPIRATION DATE (MM/DD/YY)  EXPIRATION DATE (MM/DD/YY)  FIGURE OF INSURANCE  EXPIRATION DATE (MM/DD/YY)  FIGURE OF INSURANCE  FIGURE OF INSURANCE  FOR INSURANC	TYPE OF INSURANCE  POLICY NUMBER  CERTIFICATE EFFECTIVE DATE (MM/DD/YY)  EXPIRATION DATE (MM/DD/YY)  EXPIRATION DATE (MM/DD/YY)  GENERAL  AGGREGATE  ACCOMMERCIAL GENERAL LIABILITY  OCCURRENCE  OWNERS' & CONRACTOR'S PROT.  AUTOMOBILE LIABILITY  ALL OWNED AUTOS  ALL OWNED AUTOS  AUX  SCHEDULED AUTOS  WEDICAL  EXPENSES  COMBINED  SINGLE LIMIT  BODILY INJURY  (PER ACCIDENT)  PROPERTY  DAMAGE  ANNUAL  AGGREGATE  ANNUAL  AGGREGATE  EACH  OCCURRENCE  FIRE DAMAGE (any one fire)  MEDICAL  EXPENSES  TO/1/2024  PROPERTY  DAMAGE  ANNUAL  AGGREGATE  E&C: \$2,000,000.00 Occ  ERRORS & OMISSIONS  7/1/2024  E&C: \$2,000,000.00 Occ  ERRORS & OMISSIONS  TO 1/1/2023  TO 1/1/2024  E&C: \$2,000,000.00 Occ  ERRORS & OMISSIONS  TO 1/1/2024  E&C: \$2,000,000.00 Occ  TO 1/1/2023  TO 1/1/2024  E&C: \$2,000,000.00 Occ  TO 1/1/2024	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

AS RESPECTS:

Certificate Holder

GRANTS FROM THE KITSAP COUNTY CIAH PROGRAM - 1. EVERGREEN BRIGHT START PROPERTY AT 811 WARREN AVE. BREMERTON, WA 98337

Per the interest of the CERTIFICATE HOLDER / ADDITIONAL COVERED PARTY as shown below:

| CANCELLATION |

	DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
AMERICA D. COLUMNIA AND OPPROPRIO A CONTROL AND	AUTHORIZED REPRESENTATIVE			
KITSAP COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES ITS SUCCESSORS AND/OR ASSIGNS 614 DIVISION STREET PORT ORCHARD, WA 98366	WILLIAM E. GREGORY, EXECUTIVE DIRECTOR			
	WILLIAM E. GREGORY, EXECUTIVE DIRECT			

### **ENDORSEMENT**

**COVERED ENTITY:** 

Housing Authority of the City of Bremerton

600 Park Avenue Bremerton, WA 98337 MEMBER NO.: H055

**COVERAGE PERIOD: 10/1/2023 - 7/1/2024** 

**LOCATION / ACTIVITY:** 

**AS RESPECTS:** 

GRANTS FROM THE KITSAP COUNTY CIAH PROGRAM -

1. EVERGREEN BRIGHT START PROPERTY AT 811 WARREN AVE. BREMERTON,

WA 98337

IT IS HERBY AGREED THAT THE FOLLOWING IS INCLUDED AS **ADDITIONAL COVERED PARTY(IES)** AS RESPECTS THEIR INTEREST IN THE PROPERTY(IES)/ ACTIVITY(IES) NAMED ABOVE:

KITSAP COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES ITS SUCCESSORS AND/OR ASSIGNS
ITS SUCCESSORS AND/OR ASSIGNS
614 DIVISION STREET

PORT ORCHARD, WA 98366

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

11/14/2023

DATE

WILLIAM E. GREGORY, EXECUTIVE DIRECTOR HOUSING AUTHORITIES RISK RETENTION POOL



## HOUSING AUTHORITY OF THE CITY OF BREMERTON

Unique Entity ID

CAGE / NCAGE

Purpose of Registration

F1K5KSBEJW33

38DB6

All Awards

Registration Status
Active Registration

Expiration Date May 11, 2024

Physical Address

Mailing Address
600 Park Avenue

600 Park AVE Bremerton, Washington 98337-1544

Bremerton, Washington 98337-1544

**United States** 

**United States** 

Doing Business as

Division Name

Division Number

(blank)

**Bremerton Housing Authority** 

(blank)

Congressional District

State / Country of Incorporation

URL

Washington 06

(blank) / (blank)

http://www.bremertonhousing.org

**Registration Dates** 

**Activation Date** 

Submission Date

Initial Registration Date Apr 6, 2005

May 16, 2023 May 12, 2023

Entity Dates

Entity Start Date

Oct 1, 1940

Fiscal Year End Close Date

Sep 30

**Immediate Owner** 

CAGE (blank)

Legal Business Name

(blank)

**Highest Level Owner** 

CAGE

Legal Business Name

(blank) (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

**U.S. Government Entity** 

Entity Type

Organization Factors

US Local Government (blank)

Profit Structure

(blank)

### 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.

**Government Types** 

**U.S. Local Government** 

Municipality

Other Government Entities

Housing Authorities Public/Tribal

Accepts Credit Card Payments

Debt Subject To Offset

No

No

EFT Indicator

CAGE Code

0000

38DB6

**Electronic Business** 

600 Park AVE

**RON PACKER, Accounting Manager** 

Bremerton, Washington 98337

**United States** 

Ron Packer, Accounting Manager

600 Park AVE

Bremerton, Washington 98367

**United States** 

**Government Business** 

**RON PACKER, Accounting Manager** 

600 Park AVE

Bremerton, Washington 98337

**United States** 

Dene Gray, GL Accountant

600 Park AVE

Bremerton, Washington 98337

United States

**Past Performance** 

2

600 Park AVE

Ron S Packer, Accounting Manager

Bremerton, Washington 98337

**United States** 

Dene Gray, GL Accountant

600 Park AVE

Bremerton, Washington 98337

**United States** 

**NAICS Codes** 

Primary **NAICS Codes**  **NAICS Title** 

Yes

925110

**Administration Of Housing Programs** 

531110

Lessors Of Residential Buildings And Dwellings

531311

**Residential Property Managers** 

623312

**Assisted Living Facilities For The Elderly** 

624229

**Other Community Housing Services** 

**Product and Service Codes** 

PSC

**PSC Name** 

E1FA

**Purchase Of Family Housing Facilities** 

M1FA X1FA **Operation Of Family Housing Facilities** Lease/Rental Of Family Housing Facilities

Y1FA

**Construction Of Family Housing Facilities** 

Dec 04, 2023 06:06:26 PM GMT https://sam.gov/entity/F1K5KSBEJW33/coreData?status=null

### Z1FA

### **Maintenance Of Family Housing Facilities**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States Counties
Washington WA: Kitsap

Metropolitan Statistical Areas

(blank)



### **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:	Bromort	on Housing		<b></b>	incipal:						From	- BABA	/DD/YYYY	To: MM/DD	WWW]
Company Name.	Diemen	on riousing	4		ncipai.							1. [591591	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	IO. MINODE	73111
WA UBI Number:				RC	W: A	l .					Pena	Ity Du	ie:	Wage Due:	
License Number:		,									All		~	All	~
	Ap	ply Filters	Re	set											
													Download	all debarme	nt data 🔞
Show 25 ♥ per	page	Showing (	) records	Alexandria			or crests	124. 57			. 4 . 4		First P	revious N	ext Last
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(Rev. October 2018) Department of the Treasury Internal Revenue Service

### **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.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.													
Print or type. See Specific Instructions on page 3.	Housing Authority of the City of Bremerton													
	2 Business name/disregarded entity name, if different from above													
	Bremerton Housing Authority													
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only following seven boxes.	cert	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):											
	Individual/sole proprietor or C Corporation S Corporation Partnership Trisingle-member LLC		Exempt payee code (if any)3											
	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 LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-mem is disregarded from the owner should check the appropriate box for the tax classification of its owner.	000	Exemption from FATCA reporting code (if any)											
	✓ Other (see instructions) ► Public Body Corporate & Politic of the State of WA	(Аррі	(Applies to accounts maintained outside the U.S.)											
	5 Address (number, street, and apt. or suite no.) See instructions, Reque	e and a	and address (optional)											
	600 Park Avenue													
	6 City, state, and ZIP code													
	Bremerton, WA 98337													
	7 List account number(s) here (optional)													
Par	Taxpayer Identification Number (TIN)													
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	So	cial s	ecurity	curity number									
	up withholding. For individuals, this is generally your social security number (SSN). However, for a sent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other					Ι.				1				
entities, it is your employer identification number (EIN). If you do not have a number, see How to get a						َ ل				╛				
T/IN, later.														
	If the account is in more than one name, see the instructions for line 1. Also see What Name and	Em	ploy	er iden	identification number									
Numb	per To Give the Requester for guidelines on whose number to enter.	9	1	- 6		0 0	9	6	2					
Par	t    Certification	<u> </u>		L		Щ	Т	Ш		_				
	r penalties of perjury, I certify that:									-				
	e number shown on this form is my correct taxpayer identification number (or I am waiting for a numb	er to	be i	ssued	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 an	n 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.														
you ha	ication instructions. You must cross out item 2 above if you have been notified by the IRS that you are c ave failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does n sition or abandonment of secured property, cancellation of debt, contributions to an individual retirement a than interest and dividends, you are not required to sign the certification, but you must provide your correc	ot ap	ply. I geme	or mo	rtgage i ), and g	ntere: enera	st pai	id, ayme	ents	е				
Sign Here			-	3-8	202	13				_				
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## U.S. person ▶ General Instructions

Section references are to the Internal Revenue Code unless otherwise

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.