

**CIAH GRANT AGREEMENT BETWEEN:
KITSAP COUNTY AND HOUSING KITSAP**

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 Kitsap County Consolidated Housing Authority dba Housing Kitsap, a Washington Municipal Corporation and Politic having its principal office at 2244 Northwest Bucklin Hill Road, Silverdale, Washington, 98383 ("Grantee").

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

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

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

Exhibit D Housing Covenant

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. PURPOSE AND TERM

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

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

- A. Grant Amount: The Grantee is awarded a total of \$350,000.
- B. Use of Grant: The Grantee shall use the award from this Agreement solely for the purpose and in the manner described in Exhibit A – Scope of Work, and on a timeline described in Exhibit B – Project Timeline. Adjustments to the Scope of Work and Project Timeline may be requested in writing and granted or denied at the sole discretion of the County.
- C. Budget: The award from this Agreement shall be expended by the Grantee as set forth in Exhibit C – Budget. Adjustments to the Budget may be requested in writing and granted or denied at the sole discretion of the County.

SECTION 3. CONTRACT ADMINISTRATION AND NOTICES

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

KITSAP COUNTY:

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

KITSAP MENTAL HEALTH SERVICES:

Dean Nail, Director of Single Family Housing
2244 NW Bucklin Hill Road
Silverdale, WA 98383
360-535-6134
Naild@housingkitsap.org

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

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

SECTION 4. BILLING PROCEDURES, ADVANCE PAYMENTS, AND DISBURSEMENTS

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

SECTION 5 – REPORTS, RECORDKEEPING, MONITORING, AND CLOSEOUT

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

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

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

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

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

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

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

I. The Grantee shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by Kitsap County or its designee.

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

SECTION 6 – INDEMNIFICATION

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

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

SECTION 7 – INSURANCE

- A. Insurance:** The Grantee shall procure and maintain, at the Grantee's own cost and expense for the duration of this Agreement, the following insurance placed with insurers authorized to do business within the state of Washington:
- I. *Commercial General Liability:* One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. The general aggregate limit will apply separately to this Agreement and be no less than two million dollars (\$2,000,000).
 - II. *Comprehensive Automobile Liability Insurance:* If performing any component of Exhibit A – Scope of Work involves the use of vehicles, owned or operated by the Grantee or its subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is one million dollars (\$1,000,000) per occurrence, using a Combined Single Limit for bodily injury and property damage.
 - III. *Professional Liability, Errors, and Omissions Insurance:* The Grantee shall maintain minimum limits of no less than one million dollars (\$1,000,000) per occurrence to cover all activities by the Grantee and licensed staff employed by or under Agreement to the Grantee.
 - IV. *Workers' Compensation and Employer's Liability:* Workers' Compensation coverage as required by Title 51, Revised Code of Washington.
- B. Miscellaneous Insurance Provisions:**
- I. *Evidence of Insurance:* The Grantee shall present evidence of required insurance policies listed in Section 7A to Kitsap County Department of Human Services prior to the execution of this Agreement. In the event of non-renewal, cancellation, or material change in coverage, thirty (30) days written notice will be furnished to the County prior to the date of cancellation, non-renewal or change. Written notice of insurance policy cancellation or change will be mailed to the County Contract Representative specified in Section 3B.
 - II. *Additional Insured:* The Agency's commercial general liability and automobile liability insurance (if applicable) will include the County, its officers, officials, employees, and agents as additional insured, without limitation, with respect to performance under the contract.
 - III. *Grantee's Insurance is Primary:* The Grantee's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.

SECTION 8 – NONDISCRIMINATION AND LEGAL COMPLIANCE

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

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

- B. Compliance with Laws:** During the performance of this Agreement, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies. The County shall have no obligation to ensure Grantee's compliance.
- C. Reservation of Rights:** Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

SECTION 9 – TERMINATION

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

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

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

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

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

Section 10 – DISPUTE PROCEDURE

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

SECTION 11 – CONFLICT OF INTEREST

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

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

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

SECTION 12 – SUBGRANTING

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

SECTION 13 – CIAH GRANT PROVISIONS

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

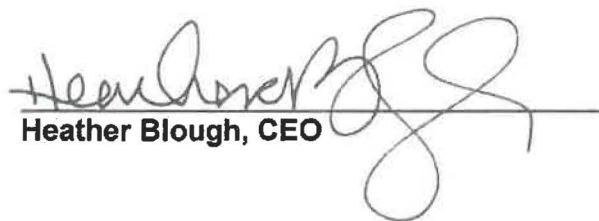
- C. Period of Affordability:** The housing assisted with CIAH funds under this Agreement will remain affordable for **forty (40) years** beginning after project completion. In the event the housing does not meet the affordability requirements for the specified time, the Grantee shall repay to the County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

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 Nov., 2024.

**GRANTEE: Kitsap County Consolidate
Housing Authority dba Housing Kitsap**


Heather Blough, CEO

Dated this 9 day of December, 2024.

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


Katherine Walters, Chair


Christine Rolfes, Commissioners


Charlotte Garrido, Commissioner

ATTEST:


Dana Daniels, Clerk of the Board



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Exhibit A – Scope of Work

Exhibit B – Project Timeline

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Exhibit A – Scope of Work

<i>Project Details</i>	
Project Name	Times Square
Funded Amount	\$350,000
Policy Plan Year	2024
Eligible Activity	Develop affordable housing
Service Area	Kitsap County
Project Address/Location	26234 NE Illinois Ave Kingston WA 98346
Eligible Target Population	Income: 60% AMI or less Characteristic: Person(s) with a disability

Description of Scope

Time Square Apartments is a senior 16-unit complex owned by the original builder, the site was developed using USDA 515 funds and has been rent controlled by USDA since the late 80's. The owner has informed USDA he wants to sell, after a series of events the owner is now selling to Housing Kitsap to preserve the affordability of the apartments and ensure the tenants are housed and protected from future rent increases. Housing Kitsap will be providing the tenants the option to secure Project Based Vouchers for subsidy and on tract to purchase Time Square before end of 2024

Performance Measures

1. Maintain 16 units of affordable housing through acquisition
2. Support 16 units of affordable housing through vouchers

Exhibit B – Timeline

2024 Project Timeline

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

Specific Tasks	Start Date	End Date
PSA execution	June 2024	June 2024
USDA provide temporary rental subsidy	June 2024	September 2024
Close	June 2024	October 2024
Project Based Voucher placed at Times Square	June 2024	January 2025

Exhibit C – Budget

2024 Capital Project Budget					
Organization Name:		Housing Kitsap			
Program:		Times Square			
Square Footage:		9400			
Enter the estimated costs associated with your project from CGAP Sources and Other Funds					
	Requested CGAP Funds	Non-CGAP Funds	Estimated Costs	Cost per Square Foot	Cost as % of Total
Acquisition Costs					
Purchase Price	\$ 350,000.00	\$ 1,150,000.00	\$1,500,000.00	\$159.57	98.49%
Land			\$0.00	\$0.00	0.00%
Improvements			\$0.00	\$0.00	0.00%
Liens and Other Taxes			\$0.00	\$0.00	0.00%
Closing/Recording		\$ 6,500.00	\$6,500.00	\$0.69	0.43%
Extension Fees			\$0.00	\$0.00	0.00%
financing (Bridge loan + fees)		\$ 16,500.00	\$16,500.00	\$1.76	1.08%
Other:			\$0.00	\$0.00	0.00%
SUBTOTAL	\$350,000	\$1,173,000	\$ 1,523,000.00	\$ 162.02	100.00%
Construction/Rehab. Costs					
Off-site Work			\$0.00	\$0.00	0.00%
On-site Work			\$0.00	\$0.00	0.00%
Site Remediation			\$0.00	\$0.00	0.00%
Demolition			\$0.00	\$0.00	0.00%
Commercial Space/Building			\$0.00	\$0.00	0.00%
Common Use Facilities			\$0.00	\$0.00	0.00%
Elevator			\$0.00	\$0.00	0.00%
Laundry Facilities			\$0.00	\$0.00	0.00%
Storage/Garages			\$0.00	\$0.00	0.00%
Landscaping			\$0.00	\$0.00	0.00%
General Conditions			\$0.00	\$0.00	0.00%
Contractor Liability Insurance			\$0.00	\$0.00	0.00%
Contractor Overhead			\$0.00	\$0.00	0.00%
Contractor Profit			\$0.00	\$0.00	0.00%
Contingency			\$0.00	\$0.00	0.00%
FF&E (Common Area Furnishings)			\$0.00	\$0.00	0.00%
Internet Wiring & Equipment			\$0.00	\$0.00	0.00%
Performance Bond Premium			\$0.00	\$0.00	0.00%
Other:			\$0.00	\$0.00	0.00%
Other:			\$0.00	\$0.00	0.00%
SUBTOTAL	\$0	\$0	\$ -	\$ -	0.00%

Development Costs

Utility Connection & Impact Fees			\$0.00	\$0.00	0.00%
Development/Building Permit Fees			\$0.00	\$0.00	0.00%
System Development Charges			\$0.00	\$0.00	0.00%
Market Study			\$0.00	\$0.00	0.00%
Environmental Report			\$0.00	\$0.00	0.00%
Lead Based Paint Report			\$0.00	\$0.00	0.00%
Power Delivery			\$0.00	\$0.00	0.00%
Soils Report (Geotechnical)			\$0.00	\$0.00	0.00%
Survey			\$0.00	\$0.00	0.00%
Marketing/Management			\$0.00	\$0.00	0.00%
Insurance			\$0.00	\$0.00	0.00%
Other:			\$0.00	\$0.00	0.00%
Other:			\$0.00	\$0.00	0.00%
Other:			\$0.00	\$0.00	0.00%
SUBTOTAL	\$0	\$0	\$ -	\$ -	0.00%

General Fees

Architectural - Design			\$0.00	\$0.00	0.00%
Architectural - Construct. Supervision			\$0.00	\$0.00	0.00%
Engineering			\$0.00	\$0.00	0.00%
Legal/Accounting			\$0.00	\$0.00	0.00%
Cost Certification			\$0.00	\$0.00	0.00%
Appraisals			\$0.00	\$0.00	0.00%
Special Inspections/Testing			\$0.00	\$0.00	0.00%
Developer Fee			\$0.00	\$0.00	0.00%
Consultant Fee			\$0.00	\$0.00	0.00%
Project Management Fee			\$0.00	\$0.00	0.00%
Other:			\$0.00	\$0.00	0.00%
Other:			\$0.00	\$0.00	0.00%
other:			\$0.00	\$0.00	0.00%
Other:			\$0.00	\$0.00	0.00%
SUBTOTAL	\$0	\$0	\$ -	\$ -	0.00%

Project Budget Costs Subtotal:	\$350,000.00	\$1,173,000.00	\$1,523,000.00	\$162.02	100.00%
TOTAL PROJECT COST (Budget+Financing):	\$350,000.00	\$1,173,000.00	\$1,523,000.00	\$162.02	100.00%

2024 Sources of Financing - All Project Funding Sources				
Organization Name:		Housing Kitsap		
Program:		Times Square		
Funding Source	Requested	Conditional	Committed	TOTAL
Total CGAP Requested Funds (CDBG, HOME, HOME-ARP, AHGP/HHGP, MHCDTC, CIAH)			350,000	\$ 350,000
Total Requested Funds	\$ -	\$ -	\$ 350,000	\$ 350,000
Federal				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Federal	\$ -	\$ -	\$ -	\$ -
State				
Commerce Affordable Housing Preservation			750,000	\$ 750,000
				\$ -
				\$ -
				\$ -
				\$ -
Total State	\$ -	\$ -	\$ 750,000	\$ 750,000
Local				
CIAH				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Local	\$ -	\$ -	\$ -	\$ -
Applicant				
				\$ -
				\$ -
				\$ -
Total Applicant	\$ -	\$ -	\$ -	\$ -
Private				
Board Approved			406,500	\$ 406,500
			0	\$ -
				\$ -
				\$ -
				\$ -
Total Private	\$ -	\$ -	\$ 406,500	\$ 406,500
In-Kind				
				\$ -
				\$ -
				\$ -
Total In-Kind	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT FUNDING	\$ -	\$ -	\$ 1,506,500	\$ 1,506,500

Exhibit D

When Recorded Return to:
Housing Kitsap
2244 NW Bucklin Hill Road
Silverdale, WA 98383
Attn: Executive Director

LOW INCOME HOUSING COVENANT AGREEMENT

Grantor: Kitsap County Consolidated Housing Authority DBA Housing Kitsap

Grantee: Kitsap County

Legal Description (abbreviated):

LOTS 16 TO 24, INCLUSIVE, BLOCK 30, TOWN OF KINGSTON, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS ON PAGE 39, RECORDS OF KITSAP COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF VACATED ILLINOIS AVENUE UNDER COMMISSION'S JOURNAL IN VOLUME 13, PAGE 447, WHICH WOULD ATTACH BY LAW.

Assessor's Tax Parcel Number: 4316-030-016-0000

Address: 26234 Illinois Ave NE
Kingston, WA 98346

Contract Numbers: KC-040-24FYI (Kitsap County)

This Low Income Housing Covenant Agreement ("Covenant Agreement") is made by the Kitsap County Consolidated Housing Authority DBA Housing Kitsap, 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.

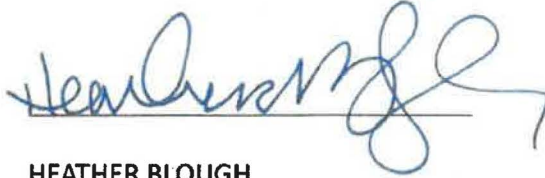
The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Grantor, their successors and assigns heirs, grantees, or lessees of the Property, beginning on _____, 2024 as follows:

- A. The residential units in the Property will be occupied by tenants eligible to benefit from CIAH Funds as described in the 2024 CIAH Policy Plan. This includes two primary characteristics:
 - 1. Income no higher than thirty 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 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 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 Kitsap County Consolidated Housing Authority DBA Housing Kitsap has executed this Covenant Agreement on the 20 day of Nov., 2024.

KITSAP COUNTY CONSOLIDATED HOUSING AUTHORITY DBA HOUSING KITSAP
A WASHINGTON PUBLIC BODY CORPORATE AND POLITIC

BY:



PRINTED NAME: HEATHER BLOUGH

TITLE: EXECUTIVE DIRECTOR

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)


I certify that I know and have satisfactory evidence that HEATHER BLOUGH is the person who appeared before me and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the EXECTUVE DIRECTOR of the KITSAP COUNTY CONSOLIDATED HOUSING AUTHORITY DBA HOUSING KITSAP, be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED on this 20th day of November, 2024.

(Seal or Stamp)



By:


Name (print): Gloria J. Devery

NOTARY PUBLIC in and for the State of
Washington, residing at Bremerton

My commission expires: 12/28/27

EXHIBIT A

Legal Description of Property

LOTS 16 TO 24, INCLUSIVE, BLOCK 30, TOWN OF KINGSTON, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS ON PAGE 39, RECORDS OF KITSAP COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF VACATED ILLINOIS AVENUE UNDER COMMISSION'S JOURNAL IN VOLUME 13, PAGE 447, WHICH WOULD ATTACH BY LAW.

CERTIFICATE OF COVERAGE

Cert No. 25583

ISSUE DATE (MM/DD/YY)

8/26/2024

Producer

HOUSING AUTHORITIES RISK RETENTION POOL

4660 NE 77th Ave., Suite 310

Vancouver, WA 98662

(360) 574-9035

(360) 574-9401 FAX

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.

Companies Affording Coverage

Company

HARRP

Housing Authorities Risk Retention Pool

Covered Entity

Kitsap Co. Consolidated Housing Authority

2244 NW Bucklin Hill Rd

Silverdale, WA 98383

Letter A

Company

Letter 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


CO LTR	TYPE OF INSURANCE	POLICY NUMBER	CERTIFICATE EFFECTIVE DATE (MM/DD/YY)	CERTIFICATE EXPIRATION DATE (MM/DD/YY)	ALL LIMITS
A	GENERAL LIABILITY	00062-PLEAF	7/24/2024	7/1/2025	GENERAL AGGREGATE \$2,000,000.00
	<u>XX</u> COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$2,000,000.00
	<u> </u> CLAIMS MADE <u>XX</u> OCCURRENCE				FIRE DAMAGE (any one fire) \$2,000,000.00
	<u> </u> OWNERS' & CONTRACTOR'S PROT.				MEDICAL EXPENSES EXCLUDED
A	AUTOMOBILE LIABILITY	00062-PLEAF	7/24/2024	7/1/2025	COMBINED SINGLE LIMIT \$2,000,000.00
	<u> </u> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT) \$2,000,000.00
	<u>XX</u> SCHEDULED AUTOS				PROPERTY DAMAGE \$2,000,000.00
	<u>XX</u> HIRED AUTOS				ANNUAL AGGREGATE \$2,000,000.00
	<u>XX</u> NON-OWNED AUTOS				
A	ERRORS & OMISSIONS	00062-PLEAF	7/24/2024	7/1/2025	E&O: \$2,000,000.00 Occurrence / Aggregate

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

AS RESPECTS:

GRANTS FROM THE KITSAP COUNTY CIAH PROGRAM
1. TIME SQUARE APARTMENTS
COVERAGE IS PRIMARY, NON-CONTRIBUTORY

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

Certificate Holder	CANCELLATION
KITSAP COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES 614 DIVISION STREET PORT ORCHARD, WA 98366	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION 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.
	AUTHORIZED REPRESENTATIVE  WILLIAM E. GREGORY, EXECUTIVE DIRECTOR

ENDORSEMENT

COVERED ENTITY:

**Kitsap Co. Consolidated Housing Authority
2244 NW Bucklin Hill Rd
Silverdale, WA 98383
MEMBER NO.: H062
COVERAGE PERIOD: 7/24/2024 - 7/1/2025**

LOCATION / ACTIVITY:

AS RESPECTS:

**GRANTS FROM THE KITSAP COUNTY CIAH PROGRAM
1. TIME SQUARE APARTMENTS
COVERAGE IS PRIMARY, NON-CONTRIBUTORY**

**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
614 DIVISION STREET
PORT ORCHARD, WA 98366**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

8/26/2024

DATE



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



KITSAP COUNTY CONSOLIDATED HOUSING AUTHORITY

Unique Entity ID E74RNLLCC8Y5	CAGE / NCAGE 1U3J8	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Oct 22, 2024	
Physical Address 2244 NW Bucklin Hill RD Silverdale, Washington 98383-8303 United States	Mailing Address 2244 NW Bucklin Hill RD Silverdale, Washington 98383-8303 United States	

Business Information

Doing Business as HOUSING KITSAP	Division Name (blank)	Division Number (blank)
Congressional District Washington 06	State / Country of Incorporation (blank) / (blank)	URL http://www.housingkitsap.org

Registration Dates

Activation Date Oct 25, 2023	Submission Date Oct 23, 2023	Initial Registration Date Aug 28, 2001
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Entity Dates

Entity Start Date Apr 1, 1982	Fiscal Year End Close Date Jun 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

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

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (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****County****City****Other Government Entities****Housing Authorities Public/Tribal****Financial Information**

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

1U3J8**Points of Contact****Electronic Business**

✱

Debera Stephenson, Finance Director**2244 NW Bucklin Hill RD****Silverdale, Washington 98383****United States****Government Business**

✱

Heather Blough, Executive Director**2244 NW Bucklin Hill RD****Silverdale, Washington 98383****United States****Service Classifications****NAICS Codes**

Primary

NAICS Codes

NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.