Agreement Number: KC-120-25

#### MHCDTC GRANT AGREEMENT BETWEEN:

#### KITSAP COUNTY AND SAINT VINCENT DE PAUL

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 Saint Vincent De Paul, Conference of Our Lady Star of the Sea, a Washington Non-Profit Organization, having its principal office at 1137 N. Callow Ave. Bremerton, Washington, 98312 ("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 Covenant

#### IT IS MUTUALLY AGREED AS FOLLOWS:

#### **SECTION 1. PURPOSE AND TERM**

- A. <u>Grant Purpose:</u> The purpose of this Agreement is to distribute funds collected pursuant to RCW 82.14,460 and RCW SECTION 4.33 KCC.
- B. <u>Term:</u> This Agreement will take effect on January 1, 2025, and terminate on December 31, 2027. Based on contractor timelines and unforeseen challenges, common to the construction industry, the Kitsap County Human Services Department can extend or reissue an updated contract with the approval of the Department's Director after thorough feasibility and review, at the time when termination of this agreement is concluding.

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

- A. Grant Amount: The Grantee is awarded a total of \$1,720,000.
- 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 Recipient will secure at its own expense all labor and materials required to perform any work in connection with the Project. The Recipient shall be responsible for all applicable payroll, labor and industries premiums, and taxes. All employees and subcontractors of the Recipient shall be covered by Industrial Insurance in full compliance with Title 51 of the Revised Code of Washington ("RCW"). The Recipient shall defend and indemnify the County, and their officials, officers, employees, and agents from and against all claims arising from any actual or alleged violation of the Recipient's duties under this section or applicable law. Solely for the purposes of this indemnification provision, the Recipient expressly waives its immunity under Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties. The Recipient's duty to defend and indemnify shall survive the termination of this Agreement.
- **B.** Contract Representatives: The parties designated representatives shall be responsible for the administration of this Agreement, which includes receiving notices given in connection to this Agreement and all billing procedures. The following are designated as the representatives for the parties:

#### KITSAP COUNTY:

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

#### SAINT VINCENT DE PAUL:

Joe Crain, Executive Director 1137 N. Callow Ave. Bremerton, WA 98312 253-304-3852

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

- III. Close out reports including a final performance report, inventory of all property acquired or improved with MHCDTC funds, and final financial report, upon termination or completion of the project.
- B. Recordkeeping: The Grantee shall maintain records sufficient to fully document its compliance with all contractual, Agreement, and legal requirements, including but not limited to participant eligibility, income verification, and other required information on tenants. Additionally, records required in connection with this Agreement shall be retained for a period of six (6) years after the Period of Affordability described in Section 13C has ended, except that any records that are the subject of an audit or dispute shall be retained for six (6) years after all issues arising from that audit or dispute have been resolved.
- C. Monitoring: Upon reasonable advance notice, the Grantee shall provide the County, or its authorized agents, with full access to all the Grantee's records relating to this Agreement or the Project. The Recipient agrees to be financially and legally responsible for any audit exceptions or other irregularities in its performance or recordkeeping, including but not limited to impermissible or unauthorized use of funds granted through this Agreement. This section shall survive termination of this Agreement.

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

- **D.** <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:
  - 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 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. <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 MHCDTC awards.

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

#### **SECTION 12 - SUBGRANTING**

A. <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 – MHCDTC GRANT PROVISIONS**

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

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

#### **SECTION 14 - PREVAILING WAGE**

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

#### General

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

Over \$2,500

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

#### \$2,500 or Less

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

#### Statement of Intent

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

#### **SECTION 15 - INTEGRATED DOCUMENT**

This Agreement with any attachments constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

Dated this 8 day of April , 2025.

GRANTEE: SAINT VINCENT DE PAUL, CONFERENCE OF OUR LADY STAR OF

THE SEA

Joseph Crain, Executive Director

Dated this 28th day of April, 2025.

BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON

Christine Rolfes, Chair

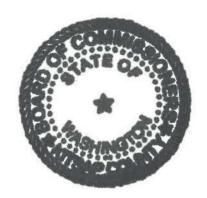
Oran Root, Commissioner

**NOT PRESENT** 

Katherine T. Walters, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board



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Exhibit A - Scope of Work

Exhibit B - Project Timeline

Exhibit C - Budget

#### Exhibit A - Scope of Work

Project Details

Project Name Campus Revitalization

Funded Amount \$1,720,000 Policy Plan Year 2025

Eligible Activity Building affordable transitional and supportive units

Service Area Bremerton

Project Address/Location N. Callow and N Wycoff, WA 98312

Eligible Target Population Income: 30% AMI or less

Characteristic: Homeless and/or at-risk of homelessness

#### **Description of Scope**

The Saint Vincent de Paul (SVdP) "Star of Hope" project is the construction of a new four-story 25,757 square feet residential building. This project is the first phase of a two-phase campus redevelopment effort that will bring a continuum of new affordable housing and community services to the site on land owned by SVdP.

This development will provide 38 units of affordable housing tailored to support women and children facing adversity. The new building will include 16 studio units, 19 one-bedroom units, and 3 two-bedroom units. These units will be split into 10 transitional units and 28 permanent supportive housing units, addressing the needs of vulnerable individuals, including women transitioning from the Washington Corrections Center for Women and those eligible for Washington's Apple Health & Home program, which assists chronically homeless individuals with significant housing barriers. Additionally, the project will expand the neighboring Stella Maris shelter for women and children by 2,965 square feet, creating 17 more beds to increase SVdP's ability to serve members of the community who are desperately in need.

The "Star of Hope Project is no longer pursuing 10,000 square feet of SVdP food pantry, warehouse and assistance office space located on the ground floor. Those services will continue to be provided by the existing facilities owned by SVdP. The project has increased the number of shelter beds to be added from 15 beds to 17 beds. The number of affordable units will remain at 38 new units.

SVdP is dedicated to offering comprehensive wraparound services to residents, focusing on long-term housing stability and economic independence. This project highlights SVdP's commitment to creating equitable opportunities and delivering essential support to women and children in need, helping them overcome challenges and improve their quality of life.

Below is a summary of the expected funding for the project:

# **SVdP Bremerton Phase 1 - Capital Funding Sources/Uses**

TOTAL	18,407,076
Other Development Costs	1,820,659
Permanent Financing	120,000
Pre-Development/Bridge Financing	350,000
Soft Costs	1,725,458
Construction	13,506,459
Acquisition Costs	884,500
Pomparant Uses	Total Co.

Policiana Company of the State	CONTRACTOR OF		
State Housing Trust Fund/AHAH	5,000,000		
State HOME	1,500,000		
State Appropriation	970,000	970,000	
State Building Communities Fund	0		
City of Bremerton CDBG	0		
			\$1,600,000/ MHCDTC- \$351,561/CI/
Kitsap County CIHA & Bremerton HOME	5,000,000	2,071,562	\$120,001/MHGDTC
FHLB Affordable Housing Program	0		
State Appropriation	3,000,000		
Commerce CHIP Funding	1,000,000		
Capital Campaign	1,937,076		
TOTAL	18,407,076		

#### **Performance Measures**

- Saint Vincent De Paul will begin construction on (38) units of transitional and supportive housing
   Lease to the appropriate population, at or below 0-30% AMI

		Special Project Budget 2025				
REVENUE	EXPENSE	Enter the amount of ask from ALL then MHCDTC ONLY	FUNDING 2024 ALL SOURCES	2024 Award MHCDTC	FUNDING 2025 FROM MHCDTC	Percentage 24/25
		Personnel	A SECOND SECOND	THE TEN		#DIV/0!
		Managers				#DIV/0!
		Staff				#DIV/0!
		Total Benefits				#DIV/0!
\$0.00	\$0.00	SUBTOTAL	\$0.00	Î	\$0,00	#DIV/0!
THE PROPERTY OF	DECEMBER 1988	Supplies & Equipment				#DIV/0!
		Equipment				#DIV/0!
1 1		Office Supplies				#DIV/0!
		Other (Describe):				#DIV/0!
\$0.00	\$0.00	SUBTOTAL	\$0.00		\$0.00	#DIV/0!
	COLUMN TO SERVICE	Administration				#DIV/0!
		Advertising/Marketing				#DIV/0!
		Audit/Accounting				#DIV/0!
		Communication				#DIV/0!
		Insurance/Bonds				#DIV/0!
		Postage/Printing				#DIV/0!
		Training/Travel/Transportation				#DIV/0!
		% Indirect (Limited to 5%)				#DIV/0!
		Other (Describe):				#DIV/0!
\$0.00	\$0.00	SUBTOTAL	\$0.00		\$0.00	#DIV/0!
Berne Commence		Ongoing Operations & Maintenance				#DIV/0!
		Janitorial Service				#DIV/0!
		Maintenance Contracts				#DIV/0!
		Maintenance of Existing Landscaping	1			#DIV/0!
1		Repair of Equipment and Property				#DIV/0!
		Utilites				#DIV/0!
		Other (See definition):				#DIV/0!
		Other (See definition):		AND RES		#DIV/0!
WE THE REAL PROPERTY.		Other (Describe):				#DIV/0!
\$0.00	\$0.00	SUBTOTAL	\$0.00		\$0.00	#DIV/0!
CONTRACTOR OF THE PARTY OF THE	PER CONCUST		FEDERAL TEN	The second		#DIV/0!
						#DIV/0!
<b>1</b>		Organization: Kitsap County CIAH	\$351,561.00			#DIV/0!
<b>1</b>		Organization: Kitsap County		\$1,720,001.00	\$1,720,001.00	100%
\$0.00	\$0.00		\$970,000.00			#DIV/01
\$0.00	\$0.00	SUBTOTAL	\$1,321,561.00		\$1,720,001.00	0%
\$0.00		Cumulative Subtotal	\$1,321,561.00	Party Control	\$1,720,001,00	0%
	\$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Managers	Managers   Staff   Total Benefits   \$0.00   \$0.00   \$0.00   \$0.00   \$SUSTOTAL   \$0.00   \$0.00   \$Suppfies & Equipment   Equipment   Office Supplies   Other (Describe):   \$0.00   \$0.00   \$USTOTAL   \$0.00   \$0.00   \$0.00   \$USTOTAL   \$0.00   \$0.00   \$0.00   \$0.00   \$USTOTAL   \$0.00   \$	Managers   Staff   Total Benefits   Total Benefits   \$0.00   \$0.00   SUBTOTAL   \$0.00   SUBTOTAL   \$0.00   SUBTOTAL   \$0.00   SUBTOTAL   \$0.00   Supplies & Equipment   Equipment   Equipment   Office Supplies   Other (Describe):   \$0.00   Administration   Advertising/Marketing   Audit/Accounting   Communication   Insurance/Bonds   Postage/Printing   Training/Travel/Transportation   % Indirect (Limited to 5%)   Other (Describe):   \$0.00   SUBTOTAL   \$0.00   \$0.00   \$0.00   SUBTOTAL   \$0.00   \$0.00   \$0.00   SUBTOTAL   \$0.31,321,561.00   Subtotal   \$1,321,561.00   Subtotal   \$1,321,561.00	Managers   Staff   S

### **2025 Project Timeline**

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

Category	Task	Date Completed or Expected Date of Completion	Notes
Site Control	Purchase / Sale Agreement Option	4/8/2024	For two additional parcels. The remainder of the site already owned by SVdP
	Acquisition Closing	7/8/2024	Completed as scheduled - additional two parcels
Feasibility	Site Survey	11/23 & 4/24	Boundary line adjustment/consolidation of lots in progress
	Market Study	9/6/2024	Not formally completed yet
	Phase 1 Environmental Review	5/24	Phase II recommended
	Phase 2 Environmental Review	7/24	Completed
	SEPA	8/15/25	With permit application
	NEPA	9/15/25	Once Federal funds are awarded
	Neighborhood Notification	4/8/24 - In Progress	Meeting/outreach has been conducted through SVdP at

			a 4/24 Town Hall. SVdP to continue engagement with Neighborhood/Stakeholders
	Relocation of Existing Tenants	9/1/2025	Tenants of one single-family homes on site
Relocation	Planning and Budget	4/1/24	
	Negotiations	4/1/24	
	90-day Notice	2/1/26	
	Tenant move-out	5/1/26	
Financing	Appraisal	4/16/24	
	Financial underwriting	9/1/24 - 12/1/25	
	Application for funding (Specify sources)	1/15/2024 – State Appropriation 7/16/24 – Kitsap County 9/18/24 – WA State HTF 7/15/25 – Kitsap County (reapply) 9/15/25 – WA State HTF (reapply)	
	Construction/Rehabilitation Estimate	8/24 3/25	
	Lender Selection	NA- Not Tax Credit	
	Funding for services	3/1/27	

	Award Dates of awarded funds (Specify sources)	3/7/2024- State Appropriation 11/15/2024 Kitsap County CIAH & MHCDTC	WA State Legislative appropriation -Awarded-\$1,000,000. \$351,561 CIAH \$120,001 MHCDTC \$1,600,000 MHCDTC
Design/Permitting	Preliminary drawings completed	3/24	Preliminary Renderings and floor plans in progress
	Zoning approval	9/25	
	Site plan approval	2/25	
	Building permit applications submitted	9/25	
	Building permits issued	3/26	
	Final plans and specs completed	3/25	
Construction/Rehabilitation	General contractor selected	8/24	1
	Begin construction/rehab	4/26	
	Issue certification of occupancy	4/27	
Occupancy	Selection of management entity	NA	SVdP
	Selection of service providers	NA	SVdP

Begin lease-up	4/27	
100% lease-up	10/27	
Placed in service	4/27	

## Exhibit D - Covenant (40 YR)

Covenant will be provided after the purchase of the property.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER						CONTACT NAME: Christian Brothers Services						
	tex Risk Solutions, Inc. (CB) 50 Golf Road, 5th Floor				PHONE	Euth 800-80	7-0300	FAX (A/C, No)	: 630-378-2508			
	olling Meadows IL 60008-4050				PHONE (A/C, No, Ext): 800-807-0300 FAX (A/C, No): 630-378-2508 E-MAIL ADDRESS:							
	9				ADDITE	NAIC	C#					
				INSURE			RDING COVERAGE  Insurance Company	3114				
INS	JRED	man des masses des 10 h	mana jaran jar	CHRIBRO-14				ce Company	2414			
	others of the Christian Schools & Af				INSURE	the contract of the same of the	dollo (riodio)	oo company.		11		
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				NUMBER: 599357341	Æ BEE		THE HIGHWA	REVISION NUMBER:	UE DOLLOV DEO	100		
IN C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERT POLICE	AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN'	Y CONTRACT THE POLICIES REDUCED BY I	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO WHICH T	HIS		
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs			
Α	X COMMERCIAL GENERAL LIABILITY	Y	N	822400 1325596		6/15/2024	6/15/2025	EACH OCCURRENCE	\$ 10,000,000			
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included			
								MED EXP (Any one person)	\$ 15,000			
								PERSONAL & ADV INJURY	\$ Included			
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ No Agg.			
	PRO-							PRODUCTS - COMP/OP AGG	\$ No Agg.			
	be seed one of								PRODUCTS - COMPTOF AGO	\$	The of Managers Street, or	
В	OTHER: AUTOMOBILE LIABILITY	Y	N	MWTB 21543		6/15/2024	6/15/2025	COMBINED SINGLE LIMIT	\$ 1,000,000			
-	ANY AUTO			1911110 2 1040		0/10/2024	0/10/2020	(Ea accident) BODILY INJURY (Per person)	\$			
	OWNED Y SCHEDULED							BODILY INJURY (Per accident)				
	V HIRED V NON-OWNED							PROPERTY DAMAGE	s			
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$			
										-		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$			
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$			
	DED RETENTIONS							OTH OTH	\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					•		PER OTH-				
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$			
	(Mandatory in NH)				1			E.L. DISEASE - EA EMPLOYEE	\$			
	If yes, describe under DESCRIPTION OF OPERATIONS below				į			E.L. DISEASE - POLICY LIMIT	\$			
A	Excess Automobile Liability Errors & Omissions-Claims Made	Y N	N	822400 1325596 822400 1325596	2	6/15/2024 6/15/2024	6/15/2025 6/15/2025	Occ No agg Occ Agg	\$9,000,000 \$10,000,000			
						1						
The atta end GR. KIT ITS	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL certificate holder is added as an addition ched endorsements. Primary Non-Cont orsement. Coverage is solely, strictly, as ANTS from the KITSAP COUNTY CIAH SAP COUNTY, ITS OFFICERS, AGENT SUCCESSORS AND/OR ASSIGNS are Producer will endeavor to mail 30 days ne expiration date. Failure to do so shall	enal in tributo and sp PRO FS, Al adde	sured by conscission GRA ND E and as	d under the General Liabilit iverage is provided under the ally with regards to: MPLOYEES Additional Insureds. tice to the Certificate Holde	ly per p he Prim	rior written co nary General I	ntract and ur Liability per p	nder Auto Llability per agree from written contract per the contract per t	ne attached ate is cancelled p	prìor		

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

615 Division Street Port Orchard WA 98366

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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#### **OLD REPUBLIC UNION INSURANCE COMPANY**

Attaching to and forming part of Policy No. 822400 1325596

Named Insured: THE RELIGIOUS AND CHARITABLE RISK POOLING TRUST OF THE BROTHERS OF THE

CHRISTIAN SCHOOLS AND AFFILIATES

Effective date of this endorsement is June 15, 2024

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under SECTION II INSURING AGREEMENT C, GENERAL LIABILITY COVERAGE defined within the Coverage Agreement

#### **SECTION 1: Schedule**

Designated Location(s) Of Covered Operations:

If no entry appears above, information required to complete this endorsement will be shown in the Certificate of Coverage as applicable to this endorsement.

#### Section II Insuring Agreement C -Name of Insured Amended

- A. Who Is An Insured defined in the General Insurance Agreement is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability in the performance of the Named Insured's ongoing operations for the Additional Insured(s) at the Location(s) designated in the Schedule above for "bodily injury" or "property damage", caused in whole or in part, by the Named Insured's acts or omissions which takes place after the execution of a written agreement with the Additional Insured(s).
- B. For the coverage provided by this endorsement: the following paragraph is added to Section IV --General Conditions, Section II, Insuring Agreement C-General Liability.
  - This insurance is primary insurance as respects to this coverage to the additional insured person or organization where the written contract or written agreement requires that this insurance be primary and noncontributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
- C. Who is An insured is also amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the "Named Insured's work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

The most we will pay is the amount of insurance required by the written contract or the amount of applicable limits of insurance under this policy; whichever is less.

This Insurance does not apply to any claims or suits seeking damages, including defense, arising out of, directly or indirectly, from any actual or alleged participation in any act of sexual misconduct, sexual harassment, sexual molestation, sexual abuse or any claim sexual in nature, physical or mental, of any person.

Except as amended in this endorsement, this insurance is subject to all coverage terms, clauses and conditions in the policy to which this endorsement is attached and only applies to the extent permitted by law.

#### IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

#### SCHEDULE

#### Name of Person(s) or Organization(s):

All persons or organizations as required by contract or agreement

With respect to COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

- 1. You;
- 2. an "employee" of yours; or
- anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Not withstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 13

#### OLD REPUBLIC UNION INSURANCE

#### **ENDORSEMENT No 26**

Attaching to and forming part of Policy No. 822400 1325596

Named Insured

THE RELIGIOUS AND CHARITABLE RISK POOLING TRUST OF THE BROTHERS OF THE

CHRISTIAN SCHOOLS AND AFFILIATES

Effective date of this endorsement is June 15, 2024

#### ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that the members as on file with Arthur J. Gallagher & Co. and/or ARTEX RISK SOLUTIONS, INC. (A DIVISION OF ARTHUR J. GALLAGHER & COMPANY) are added as Additional Insureds in respect of the coverage as afforded under this Policy.

It is further understood and noted that Brothers of the Christian Schools may issue written confirmation where the Insured or the Insured's members are obligated to provide proof of the cover provided by this Policy to Additional Insured's, Loss Payees and Mortgagors who have an insurable interest in the property or operations of the Insured.

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the policy to which this Endorsement is attached.

(Rev. March 2024) Department of the Treasury Internal Revenue Service

### **Request for Taxpayer Identification Number and Certification**

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

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

Befor	e you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.											
	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the overtity's name on line 2.)	vner's n	ame	on li	ne 1, a	nd	enter th	ie bu	sine	ss/dis	regard	ed
	Saint Vincent de Paul, Conference of Our Lady Star of the Sea											
2 Business name/disregarded entity name, if different from above.												
Print or type. See Specific Instructions on page 3.	So Cliebt the appropriate box for recertain tax classification of the entity/ individual whose name is entered on line 1. Check only one of the following seven boxes.    Individual/sole proprietor											Γax
	Bremerton, WA 98312					_						_
	7 List account number(s) here (optional)											
Par	Taxpayer Identification Number (TIN)		-			and the last of			-			
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoi	i.a	So	cial s	ecurity	/ n	umber					
	withholding. For individuals, this is generally your social security number (SSN). However, for					I	T	7	Г	1		
reside	nt alien, sole proprietor, or disregarded entity, see the instructions for Part I. later. For other								L			
entitie: TIN. la	s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i> ter.	a	or									
		. [	Em	ploy	er Iden	tH	ication	num	er			
	If the account is in more than one name, see the instructions for line 1. See also What Name are er To Give the Requester for guidelines on whose number to enter.	nd	9	1	- 0	,	6 3	5	0	2	7	
Part	II Certification											
Under	penalties of perjury, I certify that:											
2. I am Serv	number shown on this form is my correct taxpayer identification number (or I am waiting for a not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I lice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or onger subject to backup withholding; and	have no	ot b	een i	notifie	d l	by the	Inter				n
3. i am	a U.S. citizen or other U.S. person (defined below): and											
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	is corre	ect.									
becaus acquisi	cation instructions. You must cross out item 2 above if you have been notified by the IRS that you e you have failed to report all interest and dividends on your tax return. For real estate transaction tion or abandonment of secured property, cancellation of debt, contributions to an individual retire an interest and dividends, you are not required to sign the certification, but you must provide you	s, item ement a	2 do	oes n igem	ot app ent (IR	aly (A)	. For m	ortga gene	age rally	intere , pay	st pai ments	
Sign Here	Signature of U.S. person Date of Date	te										
Gen	eral Instructions New line 3b has bee	n adde	d to	o this	form.	. A	flow-t	hrou	gh (	entity	is	_

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.

#### What's New

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

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

#### Purpose of Form

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

#### **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	Beacon Development Gro	up Principal				From 02	27/2024	To 02/27/2	2025
WA UBI Number	1	RCW:	All		*	Penalty D	ue.	Wage Due	
License Number	79.00.00					All	~	All	~]
	Apply Filters	Reset							
							Downloa:	all debarme	nt data 🐠
Show 25 v per	page Showing 0 record	is							
Company Name	. UBI License	Principals	Related Business	Status	3 RCW	Debar . Begins	Debar Ends	Penalty of Due	Wages 🍦 Due
		There are	no records that	match your sea	rch criteria				
Show 25 ♥ per	page Showing 0 record	ls							

#### 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	Saint Vincent DePaul	Principal				From 02	/27/2024	To 02/27/2	025
WA UBI Number		RCW	All		<b>Y</b>	Penalty D	ue.	Wage Due	
License Number						A		All	~)
	Apply Filters Re	eset							
							Cowilload	all debarme	nt data 📳
Show 25 v per	page Showing O records								
Company Name	UBI License	Principals	Related Business	5:atus	RCW :	Debar Begins	Debar Ends	Penalty 5  Due	Wages =
		There are no	records that i	match your sear	ch criteria.				
Show 26 ♥ per	page Showing 0 records								