

**RENTAL PROJECT OWNER, SPONSOR, DEVELOPER AGREEMENT  
HOME INVESTMENT PARTNERSHIPS PROGRAM**

**AN AGREEMENT**, by and between Kitsap County hereinafter referred to as "County" and **Housing Resources Bainbridge (HRB)**, a Washington limited liability company, as project owner, sponsor or developer, hereinafter referred to as "Contractor" or "Subgrantee" by which the Contractor or Subgrantee agrees to carry out specific activities under Kitsap County's HOME Investment Partnership Program – American Rescue Plan (HOME-ARP) and establishing certain other terms and conditions of operation.

**IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, the parties acknowledge that the following attachments, which are attached to this Agreement, are expressly incorporated by this reference.

**ATTACHMENTS**

- Attachment A – Budget Summary
- Attachment B – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment C – Certification Regarding Lobbying

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**ARTICLE I. PROJECT**

**SECTION 1. SCOPE OF SERVICES**

The County, as recipient of HOME funds from the United States Department of Housing and Urban Development (HUD), hereby designates the Contractor or Subgrantee to undertake, and the Contractor or Subgrantee hereby agrees to undertake, subject to the terms of Article I Section 4 of this contract, the activities specifically described in the application and summarized below:

**A. General Statement:**

HOME-ARP funds will be used for construction of 18 units affordable rental housing called Ericksen Apartments, located in the town of Winslow on Bainbridge Island. The apartments are in a single 4-story building. The building will consist of twelve 1-bedroom units, six 3-bedroom units and 16 parking stalls. The project will target elderly, veterans, domestic violence survivors and family households, prioritizing those who are homeless or at risk of homelessness. Seven units will have Section 8 Project Based Vouchers and be prioritized for households with incomes at or below 30% AMI; these will be designated as HOME-ARP units.

**B. The Contractor or Subgrantee shall:**

1. *Construct Rental Housing and comply with the requirements of HUD Notice CPD-21-10, Requirements for the Use of Funds in the HOME-American Rescue Plan Program (the Notice).*
2. *All income calculations to meet income criteria of qualifying populations or required for income determinations in HOME-ARP units must use the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1).*
3. *HOME-ARP units must be occupied by individuals and families in the “qualifying populations” as defined in the Notice including: Homeless as defined in 24 CFR 91.5; At risk of Homelessness as defined in 24 CFR 91.5; Fleeing, or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking or Human Trafficking as defined by HUD in 24 CFR 5.2003; and Other Populations as defined in the Notice.*
4. *There will be **7 HOME-ARP assisted units** for households with income at or below 30% AMI. These units will have federal project based vouchers assigned to them and may charge the rent allowed under the project based rental program contract. Households will pay as a contribution toward rent no more than 30% of the households monthly adjusted income. The HOME-ARP units will consist of two 3-bedroom units and five 1-bedroom units. The units will be **fixed**. All units must meet the HOME-ARP restrictions at lease up and through the period of affordability.*

- *Designated Units: #101, 102, 105, 203, 206, 304, 305*

5. *HOME-ARP units must be occupied by households that meet the definition of a qualifying population at the time of admission. A qualifying household after admission retains its eligibility to occupy a HOME-ARP rental unit, irrespective of the qualifying household's change in income or whether the household continues to meet the definition of a qualifying population.*
6. *For purposes of establishing the qualifying household's rental contribution after initial occupancy, income must be examined using 24 CFR 92.203(a)(1)(i) or (iii), starting 1 year after initial occupancy. Each year during the period of affordability, HRB must examine the household's annual income in accordance with any one of the options in 24 CFR 92.203(a)(1) as specified by Kitsap County.*
7. *Submit project rent schedule annually throughout the period of affordability. The Kitsap County Block Grant Program must approve the initial rent schedule and then annually thereafter.*
8. *Prior to rent-up, provide for review and approval the lease (including all addendums), management plan, tenant selection policies and marketing plan.*
9. *Record the Low-Income Housing Covenant – HOME-ARP funds in this project are subject to affordability restrictions pursuant to 24 CFR 92.252. The affordability restriction will be enforced through the Low-Income Housing Covenant recorded on the property. This restriction will assure rent affordability and occupancy by qualifying population for Twenty (20) years.*
10. *Participate in Period of Affordability Monitoring. This includes annual submittal to the Kitsap County Block Grant Program the Rent and Occupancy Report, Certification of Suitable Occupancy, Rent Approval form, and any changes to the lease, management plan, or marketing plan. An annual monitoring fee may be charged.*



11. Conduct marketing and advertising activities in accordance with applicable fair housing laws providing the opportunity for all eligible applicants to rent the HOME-ARP assisted units.
12. Maintain a project wait list, in chronological order by application date.
13. Adopt and implement an affirmative marketing plan for the property.
14. Make annual contributions to the reserve accounts from net cash flow. Funds in the reserve accounts are restricted for their intended use.

## SECTION 2. PROJECT DESCRIPTION

<i>Project Details</i>	
<b>Project Name:</b>	Ericksen
<b>Funded Amount:</b>	\$1,537,781.96
<b>Action Plan Year:</b>	2021
<b>Type of Project:</b>	New Construction
<b>Service Area:</b>	Bainbridge Island
<b>Tax Parcel Number:</b>	262502-2-066-2002
<b>Project Address/Location:</b>	680 Ericksen Ave. NE, Bainbridge Island, WA 98110
<i>Eligibility</i>	
<b>HOME-ARP Activity Category:</b>	CPD Notice 21-10 Requirements for HOME-ARP, Section VI. Part B. HOME-ARP Rental Housing
<b>Allowed use of funds in HOME-ARP Allocation Plan</b>	Development of Affordable Rental Housing
<i>HUD Performance Measures</i>	
<b>HUD Objective of Activity:</b>	Decent Housing
<b>HUD Outcome:</b>	Affordability
<i>Federal Contract Requirements – 2 CFR Part 200</i>	
<b>Unique Entity Identifier Number:</b>	J791EP3KTAS7
<b>Federal Award Identifier Number (FAIN)</b>	M21-DP530205
<b>Research or Development Contract:</b>	No
<b>Indirect Cost (IDC) Rate for Federal Award:</b>	
<input type="checkbox"/> Approved Rate	%
<input type="checkbox"/> De Minimis for IDC Rate	
<input checked="" type="checkbox"/> Not Applicable	

## SECTION 3. SCHEDULE FOR COMPLETION (specific milestones)

Specific Tasks	Start Date	End Date
Appraisal		5/1/2024
Phase I Environmental Assessment		7/1/2023
NEPA Clearance		8/7/2024
Award of funding sources	9/15/2023	2/1/2024
Capital Finance Closing		5/1/2025

Zoning & Site Plan Approval		3/1/2024
Design Development	11/1/2023	12/1/2024
Building Permits	5/1/2024	12/15/2024
Selection of General Contractor	12/15/2024	
Construction	5/1/2025	5/31/2026
Certificate of Occupancy		6/1/2026
Lease-up	3/1/2026	8/1/2026
Project Closeout – submission of HOME Completion Report and final inspection	7/1/2026	9/15/2026
Period of Affordability (20 years from closeout)	9/15/2026	

In accordance with 24 CFR 92.205(e), a project that is terminated before completion, either voluntarily or involuntarily, requires the repayment of HOME-ARP funds to the County. If the project is not completed within 4 years of the date of execution of this Agreement, the project will be considered terminated pursuant to 24 CFR 92.205(e)(2), and any HOME-ARP funds disbursed for the project must be repaid to the County. In accordance with 24 CFR 92.252, HOME-assisted units in a rental housing project must be occupied by eligible tenants within 18 months after completion. If such units are not occupied within that time, HOME-ARP funds must be repaid to the County.

#### **SECTION 4. TERM OF AGREEMENT**

Subject to its other provisions, the period of performance of this Agreement shall commence upon EXECUTION of this Agreement and is in effect through the period of affordability described in Article I Section 6. Close out of funds will occur when project specific activities described above are complete, but at most within 48 months of the execution date of this Agreement. The date of close out of funds may be changed through a general amendment of this Agreement hereafter executed which shall be appended hereto and incorporated herein. Such amendment must be made under the provisions of Article V, Section 9 (Amendments to Agreement.)

#### **SECTION 5. PROJECT REQUIREMENTS**

The Contractor or Subgrantee shall carry out each activity in compliance with all applicable Federal laws and regulations, including those described in Subparts F and H of 24 CFR 92 and *HUD Notice CPD-21-10, Requirements for the Use of Funds in the HOME-American Rescue Plan Program* regardless of whether the law or regulation is specifically stated in this Agreement.

## **SECTION 6. AFFORDABILITY**

The Contractor or Subgrantee shall comply with requirements of 24 CFR 92.252, relating to affordability for rental housing projects. The housing assisted with HOME-ARP funds under this Agreement will remain affordable for **20 years** beginning after project completion. In the event the housing does not meet the affordability requirements for the specified time period, the Contractor or Subgrantee shall repay to the County all HOME-ARP 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 or other mechanisms approved by HUD. The mechanism used to enforce affordability shall also include requirements that the County is notified prior to sale of the property or prior to changes in the deed restrictions or covenants prior to execution.

## **SECTION 7. PROPERTY STANDARDS**

The Contractor or Subgrantee shall ensure that housing assisted with HOME-ARP funds is decent, safe, sanitary, and in good repair. In accordance with 24 CFR 92.251, housing that is newly constructed or substantially rehabilitated with HOME-ARP funds will meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances and the HUD requirements under 24 CFR 92.251.

The Contractor or Subgrantee, as owners of rental housing assisted with HOME-ARP funds, shall maintain the housing in compliance with applicable state and local housing standards or code requirements through the affordability period as set forth in Article I, Section 7 (Affordability).

Owners of rental housing assisted with HOME-ARP funds agree to maintain the housing in compliance with 24 CFR 92.251 for the duration of the affordability period.

## **ARTICLE II. PROGRAM RECORDS/REPORTS**

### **SECTION 1. RECORDS**

The Contractor or Subgrantee shall compile and maintain as applicable the following records:

- (A) Financial Management Records - Such records shall adequately identify the source and application of funds for activities within this Agreement, in accordance with the provisions of *2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- (B) Project Records - The following project information must be kept on each HOME-ARP assisted project in written record form:

A full description of each project assisted with HOME-ARP funds, including the location, form of HOME-ARP assistance, and the units or tenants assisted with HOME-ARP funds. The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20. Data on equal opportunity and fair housing records; records regarding affirmative marketing and MBE/WBE requirements as required by 24 CFR 92.508(7).

Contractor or Subgrantee records must demonstrate that each rental housing project meets the requirements of 24 CFR 92.252 and/or 24 CFR 92.250 for the required period of affordability.

Contractor or Subgrantee records must demonstrate compliance with the requirements of 24 CFR 92.253 for tenant and participant protections, if applicable.

Contractor or Subgrantee records must demonstrate that each project meets the property standards of 24 CFR 92.251 and the lead based paint requirements of 24 CFR 92.355.

Contractor or Subgrantee records must demonstrate compliance with the requirements in 24 CFR 92.252 and *HUD Notice CPD-21-10, Requirements for the Use of Funds in the HOME-American Rescue Plan Program (the Notice)* for affordable housing, rental, including rent limitations, initial rent schedules and utility allowances, affordability period, subsequent rents during the affordability period, tenant income, over-income tenants, fixed and floating HOME-ARP units, tenant selection, and ongoing responsibilities. Individual records must be kept for each family assisted. Records demonstrating that each family is eligible in accordance with the Notice.

Contractor or Subgrantee records must indicate whether the project is mixed-income, mixed-use, or both.

- (C) Relocation - Contractor or Subgrantee record keeping must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 24 CFR Part 42, 49 CFR part 24, and 24 CFR 92.353. Indication of the overall status of the relocation workload and a separate relocation record for each person, business, organization, and farm operation displaced in the relocation workload must be kept.
- (D) Equal Opportunity - The Contractor or Subgrantee shall maintain racial/ethnicity, persons with disabilities, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The Contractor or Subgrantee shall also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- (E) Labor Standards - Records shall be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 92.354.
- (F) Miscellaneous Records - The Contractor or Subgrantee shall maintain such other records as may be required by 24 CFR 92.508, HUD and/or the County.

## **SECTION 2. REPORTS**

The Contractor or Subgrantee shall submit such reports as required by the County to meet its local obligations and its obligation to the Department of Housing and Urban Development. 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:

- (A) Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article I Section 1 of this Agreement according to the schedule for completion in Article I Section 3 of the Agreement.
- (B) Quarterly reports on income information regarding persons assisted by the Contractor or Subgrantee through this Agreement.
- (C) Quarterly reports regarding affirmative action in equal opportunity employment to the County beginning no later than the fifth working day following the end of the quarter.
- (D) Contractor or Subgrantee, as owners of HOME-ARP-assisted rental units, must annually provide the County with information on rents and occupancy of HOME-assisted units to demonstrate compliance with 24 CFR 92.252(f)(2).
- (E) Close out reports including a final performance report, inventory of all property acquired or improved with HOME-ARP funds, and final financial report, upon termination or completion of the project.
- (F) HOME Completion Reports reporting the demographics of each household served by HOME-ARP funds, upon submission of the final draw.
- (G) Miscellaneous Reports - The Contractor or Subgrantee shall maintain such other reports as may be required by HUD and/or the County.

## **SECTION 3. RETENTION OF RECORDS**

Records required in connection with this Agreement shall be retained for a period of six (6) years after the period of affordability described in Article I Section 6 (Affordability) 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.

## ARTICLE III. FINANCIAL CONDITIONS

### SECTION 1. BUDGET AND COMPENSATION

The County shall reimburse the Contractor or Subgrantee its allowable costs for the services identified in this Agreement in an amount not to exceed **One million five hundred thirty-seven thousand seven hundred eighty-one dollars and ninety-six cents (\$1,537,781.96)**, upon presentation of properly executed invoices in a form approved by the County. Project must be complete within 60 days of the final request.

Such reimbursement shall constitute full and complete payment by the County under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Contractor or Subgrantee's application and approved by the County, unless any or all such costs are disallowed by the State of Washington or the United States.

Any reimbursements made under this Agreement must comply with the requirements of 2 CFR Part 200, Subpart D. The Contractor or Subgrantee may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

**Budget Summary:** See Attachment A for Budget Summary

Time of Payment: Payment shall be made upon receipt of reimbursement request voucher emailed to: Bonnie Tufts [btufts@kitsap.gov](mailto:btufts@kitsap.gov) or Shannon Bauman [sbauman@kitsap.gov](mailto:sbauman@kitsap.gov).

Where Payments Are Made: Payments shall be made to Contractor: **Housing Resources Bainbridge, PO Box 11391, Bainbridge Island, WA 98110.**

The Contractor or Subgrantee shall apply the funds received from the County under this Agreement in accordance with the Budget Summary outlined in Attachment A. Any line-item expense, by itself or in combination with other line item expense change, equal to or greater than 10% of the total budget amount over the life of the Agreement shall require a formal amendment to the Agreement. Any request for a line-item expense, by itself or in combination with other line item expense change, equal to or less than 10% of the total budget shall be submitted in writing and shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in other line-item(s). All budget revisions and/or amendment requests will be reviewed and approved or denied by the County.

### SECTION 2. DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the County and United States shall have the right to audit the records of the Contractor or Subgrantee as they relate to the work. The Contractor or Subgrantee shall also:

- (A) Maintain an effective system of internal fiscal control and accountability for all HOME-ARP funds and property acquired or improved with HOME-ARP funds, and make sure the same are used solely for authorized purposes.
- (B) Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the Contractor or Subgrantee's accounting records. The line item notations must be substantiated by a receipt, invoice marked "Paid," or payroll record.
- (C) Maintain payroll and financial records for a period of six (6) years after closeout of the funds awarded under this Agreement, provided that this program has been monitored by HUD and the annual State audit (which includes the HOME-ARP Program), has been completed.
- (D) Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the County, the State Auditor, or the United States at any time during normal business hours and as often as necessary.
- (E) Inform the County concerning any funds allocated to the Contractor or Subgrantee, that the Contractor or Subgrantee anticipates will not be expended during the Agreement period and permit reassignment of the same.
- (F) Repay to the County any funds in its possession at the time of termination of this Agreement that may be due to the County or the United States.
- (G) Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a monthly basis on forms provided by the County.

### **SECTION 3. REIMBURSEMENT**

The County shall reimburse the Contractor or Subgrantee only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the County. Only those allowable costs directly related to the Contractor or Subgrantee's application and approved by the County shall be paid consistent with Article III Section 2. The Amount of each request must be limited to the amount needed for payment of eligible costs.

Notwithstanding any other provisions in this section, reimbursement for construction contracts shall have ten percent (10%) of the payment retained until close out of funds pursuant to Article V, Section 12 of this Agreement.

In the event the County or HUD determines any funds are expended by the Contractor or Subgrantee for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, or if the deadlines set forth in Article I, Section 2 of this Agreement are not met, the County or HUD may order repayment of the same. The Contractor or Subgrantee shall remit the disallowed amount to the County within thirty (30) days of written notification of the disallowance. Reimbursement of pre-commitment costs are limited to those allowed under 24 CFR 92.206(d).



The Contractor or Subgrantee agrees that funds determined by the County to be surplus upon completion of the Agreement will be subject to cancellation by the County.

The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.

The County reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement, or if the Contractor or Subgrantee otherwise fails to comply with the terms of this Agreement.

## **ARTICLE IV. FEDERAL REQUIREMENTS**

### **SECTION 1. HOME-ARP TARGETING**

The Contractor or Subgrantee shall provide services under the HOME-ARP program only to individuals or families who meet the definition of a qualifying population under the Notice. The Contractor or Subgrantee shall maintain records that clearly document the qualifications and household size of the individuals or families it services. Furthermore, the Contractor or Subgrantee shall maintain records documenting whether the person being served is a female head of household, is handicapped, and/or is an ethnic/racial minority. In making income determinations, the Contractor or Subgrantee shall comply with the process set forth in 24 CFR 92.203.

### **SECTION 2. CONSTITUTIONAL PROHIBITION**

The Contractor or Subgrantee agrees that HOME-ARP funds must be utilized in accordance with 24 CFR 92.257, as well as Wash. Const. art. I, § 11. Particularly, HOME-ARP funds shall not be used to support any explicitly religious activity, such as worship, religious instruction, or proselytization, nor shall there be any religious membership criteria for program recipients.

### **SECTION 3. AFFIRMATIVE MARKETING**

In accordance with 24 CFR 92.351, the Contractor or Subgrantee shall use affirmative fair housing marketing practices to solicit renters or buyers for HOME-ARP assisted units, for determining their eligibility, and for concluding all transactions. Any HOME-ARP assisted housing will comply with the following procedures for the term of the Agreement:

- (A) Contractor or Subgrantee advertising of vacant units will include the Equal Housing Opportunity logo or statement;
- (B) The Contractor or Subgrantee will solicit applications for vacant units from persons in the housing market who are not likely to apply for the housing without special outreach

(e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);

- (C) The Contractor or Subgrantee will maintain records containing documentation of all marketing efforts.

#### **SECTION 4. NON-DISCRIMINATION IN EMPLOYMENT AND PURCHASING**

On all contracts, Contractors or Subgrantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 12086 and Executive Order 13672, and as supplemented in Department of Labor regulations (41 CFR Part 60).

- (A) The Contractor or Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (B) The Contractor or Subgrantee will send to each labor union or representative of workers with which it had a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contractor or Subgrantee contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (C) The Contractor or Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting Contractor or Subgrantee and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (D) In the event of the Contractor or Subgrantee's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor or Subgrantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (E) The Contractor or Subgrantee will include the provisions of Section 202 of Executive Order 11246 of September 24, 1965 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor or Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

## **SECTION 5. LOCAL EMPLOYMENT AND PURCHASING**

- (A) The Contractor or Subgrantee shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, for projects which include housing rehabilitation and construction with more than \$200,000 in total HOME and HOME-ARP funds all years.
- (B) The work to be performed under this Agreement is a project assisted under a program which provides direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- (C) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of this Agreement. The parties of this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (D) The Contractor or Subgrantee will send to each labor organization or representative of workers which it has a collective bargaining Agreement or other Agreement or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (E) The Contractor or Subgrantee will include said Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract

unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (F) Compliance with the provisions of said Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant, loan Agreement, contract, or other Agreement through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

## **SECTION 6. CONFLICT OF INTEREST**

No member, officer, or employee of the Contractor or Subgrantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any function or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or any Subagreement, hereto or the proceeds thereof, unless an exemption has been obtained from HUD pursuant to 24 CFR 92.356(f). The Contractor or Subgrantee shall take appropriate steps to ensure compliance including incorporation of the following provisions in every subcontract:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Kitsap County HOME Program will obtain a personal or financial interest from the HOME-ARP assisted activity. The Contractor further covenants that he/she presently has no interest in, nor business, nor family, which would conflict in any manner or degree with the performance of his/her services hereunder. The Contractor further covenants that in the performance of this Agreement any potential conflict, on the part of the Contractor or his/her employees, will be disclosed to the Contractor or Subgrantee and the County.

Pursuant to 24 CFR §92.356(f), no owner, developer, or sponsor of a project assisted with HOME-ARP funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-ARP-assisted affordable housing unit in a project during the required period of affordability. This provision does not apply to an individual who receives HOME-ARP funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

## **SECTION 7. DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING**

The Contractor or Subgrantee shall comply with the requirements relating to displacement, relocation acquisition and replacement of housing outlined in 24 CFR 92.353. The Contractor or Subgrantee shall take all reasonable steps to minimize displacement of persons (families, individuals, businesses, non-profit organizations and farms) as a result of activities assisted with HOME-ARP funds. Any action by the Contractor or Subgrantee which may result in the displacement of persons under 24 CFR 92.353 must receive prior written approval from the County.

## **SECTION 8. DAVIS BACON AND RELATED ACTS**

The Contractor or Subgrantee shall comply with the labor requirements of 24 CFR 92.354, and the Davis-Bacon Act, 40 U.S.C. 3141 *et. seq.*, when the contract involves the rehabilitation or new construction of housing that includes 12 or more units assisted with HOME funds, and involves the employment of laborers and/or mechanics to perform the work. The Contractor or Subgrantee shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor regulations, 29 CFR Part 3. For any agreement in excess of \$100,000 that involves the employment of mechanics or laborers, the Contractor or Subgrantee shall also comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708 and 29 CFR Part 5.

The contract for construction must contain these wage provisions if HOME-ARP funds are used for any project costs in 24 CFR 92.206, including construction or no construction costs, of housing with 12 or more HOME and HOME-ARP-assisted units.

## **SECTION 9. LEAD BASED PAINT**

The Contractor or Subgrantee shall comply with HUD Lead-Based Paint Regulations 24 CFR 92.355 and 24 CFR Subt. A, Part 35.

## **SECTION 10. DISCRIMINATION PROHIBITED**

The Contractor or Subgrantee shall comply with requirements at 24 CFR Part 92.350 relating to equal opportunity and fair housing. In general, the Contractor or Subgrantee shall not, on the grounds of race, color, sex, religion, or national origin, exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity funded in whole or in part with HOME funds.

- (A) The Contractor or Subgrantee shall abide by all applicable provisions of Section 504 of the HEW Rehabilitation Act of 1973 as amended (implemented in 24 CFR Part 8) prohibiting discrimination against handicapped individuals, and the Age Discrimination Act of 1975 (implemented in 24 CFR Part 146) prohibiting discrimination on the basis of age, either through purpose or intent.

- (B) The Contractor or Subgrantee shall comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063 as amended by Executive Order 12259 (3 CFR, 1959 - 1963 Comp., p.652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.
- (C) The Contractor or Subgrantee, as an owner of rental property, cannot refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982--Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME tenant-based assistance document.
- (D) If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Contractor or Subgrantee shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
- (E) The Contractor or Subgrantee shall comply with the Violence Against Women Act (VAWA) requirements of 24 CFR 92.359, described below.

*General.*

(1) The Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L, apply to all HOME-ARP tenant-based rental assistance and rental housing assisted with HOME-ARP funds, as supplemented by this section.

(2) For the HOME-ARP program, the "covered housing provider," as this term is used in HUD's regulations in 24 CFR part 5, subpart L, refers to:

(i) The housing owner for the purposes of 24 CFR 5.2005(d)(1), (d)(3), and (d)(4) and § 5.2009(a); and

(ii) The participating jurisdiction and the owner for purposes of 24 CFR 5.2005(d)(2), 5.2005(e), and 5.2007, except as otherwise provided in paragraph (g) of this section.

*Effective date.* The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking became applicable upon enactment of VAWA 2013 on March 7, 2013. Compliance with the VAWA regulatory requirements under this section and 24 CFR part 5, subpart L, are required for any

tenant-based rental assistance or rental housing project for which the date of the HOME-ARP funding commitment is on or after *December 16, 2016*.

*Notification requirements.* The participating jurisdiction must provide a notice and certification form that meet the requirements of 24 CFR 5.2005(a) to the owner of HOME-ARP-assisted rental housing.

(1) *For HOME-ARP-assisted units.* The owner of HOME-ARP-assisted rental housing must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for a HOME-ARP-assisted unit at the time the applicant is admitted to a HOME-ARP-assisted unit, or denied admission to a HOME-ARP-assisted unit based on the owner's tenant selection policies and criteria. The owner of HOME-ARP-assisted rental housing must also provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME-ARP-assisted unit.

(2) *For HOME-ARP tenant-based rental assistance.* The participating jurisdiction must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for HOME-ARP tenant-based rental assistance when the applicant's HOME-ARP tenant-based rental assistance is approved or denied. The participating jurisdiction must also provide the notice and certification form described in 24 CFR 5.2005(a) to a tenant receiving HOME-ARP tenant-based rental assistance when the participating jurisdiction provides the tenant with notification of termination of the HOME-ARP tenant-based rental assistance, and when the participating jurisdiction learns that the tenant's housing owner intends to provide the tenant with notification of eviction.

*Bifurcation of lease requirements.* For the purposes of this part, the following requirements shall apply in place of the requirements at 24 CFR 5.2009(b):

(1) If a family living in a HOME-ARP-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the HOME-ARP-assisted unit.

(2) If a family who is receiving HOME-ARP tenant-based rental assistance separates under 24 CFR 5.2009(a), the remaining tenant(s) will retain the HOME-ARP tenant-based rental assistance. The participating jurisdiction must determine whether the tenant that was removed from the unit will receive HOME-ARP tenant-based rental assistance.

*VAWA lease term/addendum.* The participating jurisdiction must develop a VAWA lease term/addendum to incorporate all requirements that apply to the owner or lease under 24 CFR part 5, subpart L, and this section, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). This VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if the participating jurisdiction determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). When HOME-ARP tenant-based rental assistance is provided, the lease term/addendum must require the owner to notify the participating jurisdiction before the owner bifurcates the lease or provides notification of eviction to the tenant. If HOME-ARP tenant-based rental assistance is the



only assistance provided (*i.e.*, the unit is not receiving project-based assistance under a covered housing program, as defined in 24 CFR 5.2003), the VAWA lease term/addendum may be written to expire at the end of the rental assistance period.

*Period of applicability.* For HOME-ARP-assisted rental housing, the requirements of this section shall apply to the owner of the housing for the duration of the affordability period. For HOME-ARP tenant-based rental assistance, the requirements of this section shall apply to the owner of the tenant's housing for the period for which the rental assistance is provided.

#### *Emergency Transfer Plan.*

(1) The participating jurisdiction must develop and implement an emergency transfer plan and must make the determination of whether a tenant qualifies under the plan. The plan must meet the requirements in 24 CFR 5.2005(e), as supplemented by this section.

(2) For the purposes of § 5.2005(e)(7), the required policies must specify that for tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the participating jurisdiction must provide a list of properties in the jurisdiction that include HOME-ARP-A-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME-ARP-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-ARP-assisted units. In addition, the participating jurisdiction may:

(i) Establish a preference under the participating jurisdiction's HOME-ARP program for tenants who qualify for emergency transfers under 24 CFR 5.2005(e);

(ii) Provide HOME-ARP tenant-based rental assistance to tenants who qualify for emergency transfers under 24 CFR 5.2005(e); or

(iii) Coordinate with victim service providers and advocates to develop the emergency transfer plan, make referrals, and facilitate emergency transfers to safe and available units.

## **SECTION 11. MINORITY AND WOMEN OWNED BUSINESS OUTREACH**

HOME-ARP requirements at 24 CFR 92.351(b) requires the encouragement and use of minority and women owned business enterprises in the implementation of HOME-ARP program activities. The Contractor or Subgrantee will undertake direct affirmative outreach measures, as described in the Contractor or Subgrantee application, to ensure the greatest possible opportunity for minority and women owned businesses to compete for contracts within each phase of the HOME-ARP funded project.

## **SECTION 12. SITE AND NEIGHBORHOOD STANDARDS**

The Contractor or Subgrantee will comply with regulations at 24 CFR 92.202 which require the HOME-ARP program to be administered in a manner that provides housing that:

- (A) Is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Executive Order 11063 and HUD regulations issued pursuant thereto; and
- (B) Promotes greater choice of housing opportunities.

New construction projects must meet site and neighborhood standards described in 24 CFR 882.708(c) which places limiting conditions on building in areas of "minority concentration" and "racially mixed" areas.

## **SECTION 13. TENANT PROTECTIONS**

There must be a written lease between the tenant and the Contractor or Subgrantee, as the owner of rental housing assisted with HOME-ARP funds, which is for a period of not less than one year, unless by mutual agreement between the tenant and the owner a shorter period is specified. An owner of rental housing assisted with HOME-ARP funds must comply with 24 CFR 92.209, 92.252 and 92.253.

## **SECTION 14. PROHIBITED ACTIVITIES AND FEES**

HOME-ARP funds must be used in accordance with 24 CFR 92.214 and Contractors and Subgrantees may not charge servicing, origination, or other fees for the purpose of covering costs of administering the HOME-ARP program except as provided under 24 CFR 92.214.

## **SECTION 15. OTHER PROGRAM REQUIREMENTS**

(A) The Contractor or Subgrantee shall carry out each activity in compliance with all Federal laws and regulations described in Subpart H of 24 CFR 92, regardless of whether the law is specifically stated in this Agreement, except that:

(1) The Contractor or Subgrantee does not assume the County's environmental responsibilities described in 24 CFR Part 92.352 provided however, the Contractor or Subgrantee may be required to assemble and provide information as required by the County to complete environmental review; and

(2) The Contractor or Subgrantee does not assume the County's responsibility for initiating the review process under Executive Order 12372.

(B) For Agreements in excess of \$150,000, the Contractor or Subgrantee agrees to comply with the Clean Air Act, 42 U.S.C.7401-7671q, and the Federal Water Pollution Control Act, 22 U.S.C. 1251-1387.

(C) If the Agreement involves the acquisition or improvement of real property or equipment, the Contractor or Subgrantee agrees to comply with the provisions of 2 CFR 200.310 – 200.316.

(D) For rental housing units assisted with HOME-ARP funds, there must be a written lease between the landlord and the tenant in compliance with 24 CFR 92.253.

## **ARTICLE V: GENERAL CONDITIONS**

### **SECTION 1. COMPLIANCE WITH LAWS**

The Contractor or Subgrantee, in performance of this Agreement, agrees to comply with all applicable Federal, State and Local Laws and ordinances, and the rules and regulations promulgated by the U.S. Department of Housing and Urban Development, including but not limited to Federal HOME-ARP Regulations and other policies and guidelines established for the Kitsap County HOME Program by the Kitsap County Board of Commissioners. Contractor or Subgrantee agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act. The Contractor or Subgrantee agrees to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency in accordance with Executive Orders 12549 and 12689, 24 CFR 24.1. Additionally, the Contractor or Subgrantee will certify to anti-lobbying as required by 31 U.S.C. 1352.

### **SECTION 2. LICENSING AND PROGRAM STANDARDS**

The Contractor or Subgrantee agrees to comply with and to obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Agreement to ensure quality of services.

### SECTION 3. INSURANCE

Prior to commencing work, Contractor or Subgrantee shall procure and maintain at Contractor or Subgrantee's own cost and expense for the duration of the Agreement the following insurance placed with insurers with a minimum Best's rating of A-, VI against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor or Subgrantee, its agents, representatives, employees or subcontractors.

**Minimum Limits of Insurance.** Contractor or Subgrantee shall maintain limits no less than:

- **Commercial General Liability:** One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, and two million dollars (\$2,000,000) aggregate. Coverage shall be on an "occurrence" basis. Kitsap County shall be named, by endorsement, as an additional insured on the Contractor or Subgrantee's insurance policy as respects this contract. Such insurance as carried by the Contractor or Subgrantee is primary over insurance carried by the County.
- **Comprehensive Automobile Liability Insurance:** One million dollars (\$1,000,000) combined single limit per accident for bodily injury/property damage.
- **Workers' Compensation and Employer's Liability:** Workers' Compensation coverage as required by the State of Washington.
- **Professional Liability Errors and Omissions:** In the event that services delivered pursuant to this contract either directly or indirectly involve or require professional services the Agency will provide professional liability errors and omissions coverage with a minimum limit of \$1,000,000 per claim and in the aggregate.

#### **Miscellaneous Insurance Provisions**

- **Contractor or Subgrantee's Insurance is Primary:** The Contractor or Subgrantee'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.
- **Additional Insured:** The Contractor or Subgrantee'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.
- **Evidence of Contractor or Subgrantee's Insurance** shall be presented to Kitsap County Department of Human Services prior to the execution of the 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 cancellation or change will be mailed to the County at the following address:

Bonnie Tufts  
Kitsap County Department of Human Services  
Block Grant Program  
614 Division Street MS-23  
Port Orchard, WA 98366

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

#### **SECTION 4. INDEMNITY**

The Contractor or Subgrantee agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees and the Administrator, from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of Contractor or Subgrantee, its subcontractors, agents, successor, or assigns. This indemnification will also apply to any claims arising out of the Agency's non-compliance with federal regulations, as required under this Agreement. This provision shall be inapplicable to the extent the County is judicially found solely negligent for such damage or injury.

Solely for the purposes of this provision, the Contractor or Subgrantee waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

#### **SECTION 5. NOTICES**

Any notices required to be given by the County to the Contractor or Subgrantee or by the Contractor or Subgrantee to the County shall be in writing and delivered to the following parties at the following addresses:

Kitsap County  
Kitsap County Dept. of Human Services  
Block Grant Program  
614 Division Street MS-23  
Port Orchard, WA 98366

Contractor or Subgrantee  
Housing Resources Bainbridge  
PO Box 11391  
Bainbridge Island, WA 98110

## **SECTION 6. CITIZEN PARTICIPATION**

The Contractor or Subgrantee will implement the provisions of this Agreement in such a manner as not to impede the attainment of widespread citizen participation in planning and carrying out the project.

## **SECTION 7. ASSIGNMENT AND SUBCONTRACTING**

The Contractor or Subgrantee shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

## **SECTION 8. 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. AMENDMENTS TO AGREEMENT**

The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

## **SECTION 10. FAILURE TO PERFORM**

In the event of a failure by the Contractor or Subgrantee to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Contractor or Subgrantee from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed. The County reserves the right to take other appropriate actions to enforce this Agreement such as the imposition of liens, deed restrictions, or covenants running with the land on the real property. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Article V Section 11 of this Agreement. The County may consider performance under this Agreement when considering future awards.

## **SECTION 11. TERMINATION**

If the Contractor or Subgrantee fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are available in accordance with Article V Section 10, and/or terminate the Agreement under the following terms:

- (A) Termination for Cause - If the Contractor or Subgrantee fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

- (1) The lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
- (2) The Contractor or Subgrantee has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by same; or
- (3) The Contractor or Subgrantee has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

The County may terminate this Agreement in whole or in part, and thereupon shall notify in writing the Contractor or Subgrantee of the termination, the reasons therefore, and the effective date. The effective date shall not be prior to notification of the termination by the County to the Contractor or Subgrantee. Costs resulting from obligations incurred by the Contractor or Subgrantee after termination of the Agreement are not allowable unless specifically authorized in writing by the County.

(B) Termination for Convenience: The Agreement may be terminated for convenience, in whole or in part, as follows:

- (1) By the County with the consent of the Contractor or Subgrantee. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- (2)

(C) Termination for Withdrawal, Reduction or Limitation of Funding. In the event that funding from the Federal government is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that the County deems that the continuation of the program covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Contractor or Subgrantee or its representative.

(D) 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 the remaining provisions of this Agreement, including remedies for non-compliance and termination shall apply.



## **SECTION 12. CLOSE-OUT OF FUNDS**

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

- (A) Upon written request by the Contractor or Subgrantee, the County shall make or arrange for payment to the Contractor or Subgrantee of allowable reimbursable costs not covered by previous payments;
- (B) The Contractor or Subgrantee 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;
- (C) 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.
- (D) Any real property under the Contractor or Subgrantee's control that was acquired or improved in whole or in part with HOME funds must continue to meet the requirements applicable to housing projects for the period of affordability specified in 24 CFR 92.252 or 24 CFR 92.254, and Article I, Section 6 (Affordability) of this Agreement. The Contractor or Subgrantee is required to keep records demonstrating that the requirements have been met. If the Contractor or Subgrantee fails to meet the affordability requirements in the required period, it must repay the HOME funds as required by 24 CFR 92.503.
- (E) Closeout of funds will not occur unless all requirements of 24 CFR 92.507 and all outstanding issues with the general contractor and or subcontractor have been resolved to the satisfaction of the County

## **SECTION 13. VENUE AND CHOICE OF LAW**

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted only in the Superior Court of the State of Washington, County of Kitsap. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

## **SECTION 14. SEVERABILITY CLAUSE**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



## 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 22 day of May, 2025

Dated this 28 day of May, 2025

**CONTRACTOR/SUBGRANTEE:**  
Housing Resources Bainbridge

By: Phedra Elliott  
Phedra Elliott, Executive Director

**KITSAP COUNTY**

Victoria Brazitis  
Victoria Brazitis, County Administrator

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**Attachment A – Budget Summary – KC-241-25**

<b>PROJECT COSTS</b>	<b>Total All Funds</b>	<b>County HOME-ARP Funds</b>	<b>Other: Sources of Funds</b>
PERSONNEL, including managers, staff, salaries, benefits and taxes.			
<b>AMOUNT</b>	\$	\$	\$
SUPPLIES/EQUIPMENT, including office supplies, office equipment if approved.			
<b>AMOUNT</b>	\$	\$	\$
ADMINISTRATION			
<b>AMOUNT</b>	\$	\$	\$
ACQUISITION COSTS			
<b>AMOUNT</b>	\$	\$	\$
DEVELOPMENT SOFT COSTS including appraisal, design and A&E, closing costs, Title & recording, marketing, professional fees and contract services, inspections.			
<b>AMOUNT</b>	\$736,542	\$	\$736,542
DEVELOPMENT HARD COSTS, including clearance/demolition, construction, rehabilitation and improvements.			
<b>AMOUNT</b>	\$ 8,571,984	\$ 1,505,798.96	\$7,066,185.04
OTHER DEVELOPMENT COSTS, as approved including: Permits, Fees & Hookups			
<b>AMOUNT</b>	\$ 310,539	\$ 31,983	\$ 278,556
FINANCING COSTS & CAPITALIZED RESERVES			
<b>AMOUNT</b>	\$ 169,693	\$	\$ 169,693
<b>TOTAL PROJECT COSTS</b>	<b>\$ 9,788,758</b>	<b>\$1,537,781.96</b>	<b>\$ 8,250,976.04</b>

**ATTACHMENT B**  
**CERTIFICATION REGARDING DEBARMENT,**  
**SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Primary Covered Transactions 24 CFR PART 24

1. The Contractor or Subgrantee certifies to the best of its knowledge and belief, that it and its principles:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Contractor or Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

Contractor or Subgrantee: Housing Resources Bainbridge



Phedra Elliott, Executive Director

5/22/2025

Date



**ATTACHMENT C  
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and beliefs, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor or Subgrantee: Housing Resources Bainbridge

  
\_\_\_\_\_  
Phedra Elliott, Executive Director

5/24/2025  
Date



HOUSRES-01

JSUPPES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2023

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

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

<b>PRODUCER</b> Fournier 249 Winslow Way E Suite 300 Bainbridge Island, WA 98110	<b>CONTACT NAME:</b> Paula Carpine	
	<b>PHONE (A/C, No, Ext):</b> (206) 842-9094	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> paulac@fournierinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Western World Insurance Company	13196
	<b>INSURER B:</b> Ohio Security Insurance Company	24082
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**INSURED**  
Housing Resources Bainbridge  
PO Box 11391  
Bainbridge Island, WA 98110

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		NPP6011157	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <b>WA STOP GAP</b> \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS63528833	7/18/2023	7/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

RE: Western View Terrace Project

Subject to policy conditions, exclusions and endorsements.

Kitsap County c/o Dept of Human Services, its officers, agents, and employees. See blanket additional insured endorsement #WW433A attached.

## CERTIFICATE HOLDER

## CANCELLATION

Kitsap County  
c/o Dept of Human Services  
614 Division Street  
Port Orchard, WA 98366

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

*John Carpine*

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU  
FOR YOUR ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The insurance afforded by this policy for liability arising out of "bodily injury," "property damage" and/or "personal and advertising injury" shall also apply to any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only to the extent the additional insured is being held responsible for any negligent acts and/or negligent omissions of the named insured.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor, subcontractor or independent contractor engaged in performing operations for a principal as a part of the same project.

This insurance afforded shall not apply to claims, "suits" and/or damages arising out of any acts, omissions and/or negligence of the additional insured(s) or of any person or party other than the named insured.

This policy does not provide for the defense or indemnity of the additional insured for its own acts, omissions and/or negligence or the acts, omissions and/or negligence of any person or party other than the named insured.

The inclusion of the additional insured(s) shall not operate to increase the Limits of Insurance.

To the extent, if any, that this policy affords coverage to an additional insured, the additional insured is subject to all of the terms of the policy.

**Primary and Noncontributory Provision**

The OTHER INSURANCE (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

The insurance afforded to the additional insured will be Primary Insurance and Noncontributory, but only if such claims, "suits" and/or damages arise out of the sole negligence of the named insured.

**Waiver of Subrogation Provision**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those who are added as additional insureds by this endorsement. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of any acts, omissions, and/or negligence of those added as additional insureds by this endorsement.

**TO THE EXTENT, IF ANY, THAT THIS POLICY AFFORDS COVERAGE TO AN ADDITIONAL INSURED, THE ADDITIONAL INSURED IS SUBJECT TO ALL OF THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY.**



# HOUSING RESOURCES BAINBRIDGE

Unique Entity ID <b>J791EP3KTAS7</b>	CAGE / NCAGE <b>73A51</b>	Purpose of Registration <b>Federal Assistance Awards Only</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jan 17, 2026</b>	
Physical Address <b>730 Ericksen AVE NE STE 100 Bainbridge Island, Washington 98110-2819 United States</b>	Mailing Address <b>PO Box 11391 Bainbridge Island, Washington 98110 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>Housing Resources Bainbridge</b>	Division Number <b>Housing Re</b>
Congressional District <b>Washington 06</b>	State / Country of Incorporation <b>Washington / United States</b>	URL <b>www.housingresourcesbainbridge.org</b>

## Registration Dates

Activation Date <b>Jan 21, 2025</b>	Submission Date <b>Jan 17, 2025</b>	Initial Registration Date <b>Mar 25, 2014</b>
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## Entity Dates

Entity Start Date <b>May 18, 1989</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

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

## Proceedings Questions

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

## 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 <b>Corporate Entity (Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>Non-Profit Organization</b>		

**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.

**Financial Information**

Accepts Credit Card Payments  
No

Debt Subject To Offset  
No

EFT Indicator  
0000

CAGE Code  
73A51

**Points of Contact****Electronic Business**

✕  
Phedra R. Elliott, Executive Director

PO Box 11391  
Bainbridge Island, Washington 98110  
United States

**Government Business**

✕  
Phedra R. Elliott, Executive Director

PO Box 11391  
Bainbridge Island, Washington 98110  
United States

**Service Classifications****NAICS Codes**

Primary

NAICS Codes

NAICS Title

**Disaster Response**

This entity does not appear in the disaster response registry.