

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

**PROJECT NAME:** Pendleton Place LLC

**PROJECT NUMBER:** KC-505-20-A

**AMENDMENT NUMBER:** 01

WHEREAS, Kitsap County, hereinafter referred to as "County", and Pendleton Place LLC as project owner, sponsor or developer, hereinafter referred to as "Contractor" or "Subgrantee", have previously entered into a contract, numbered KC-505-20, dated December 4, 2020, by which the Contractor or Subgrantee agrees to carry out specific activities under Kitsap County's HOME Investment Partnership Program and establishing certain other terms and conditions of operation.

WHEREAS, Amendment 01 to KC-505-20 between Kitsap County and Pendleton Place LLC modifies:

Article IV Section 10. Discrimination Prohibited

WHEREAS, the County and Contractor or Subgrantee desire to modify Agreement:

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, this contract is hereby modified as follows.

**ARTICLE IV. FEDERAL REQUIREMENTS**

**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 tenant-based rental assistance and rental housing assisted with HOME funds, as supplemented by this section.

(2) For the HOME 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 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-assisted rental housing.

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

(2) *For HOME 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 tenant-based rental assistance when the applicant's HOME 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 tenant-based rental assistance when the participating jurisdiction provides the tenant with notification of termination of the HOME 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-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the HOME-assisted unit.

(2) If a family who is receiving HOME tenant-based rental assistance separates under 24 CFR 5.2009(a), the remaining tenant(s) will retain the HOME tenant-based rental assistance. The participating jurisdiction must determine whether the tenant that was removed from the unit will receive HOME 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 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 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-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 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-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-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-assisted units. In addition, the participating jurisdiction may:

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

(ii) Provide HOME 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.

THIS AMENDMENT constitutes the entire amendment to the Agreement between the County and the Contractor or Subgrantee. All other terms and conditions of this MOU remain in effect.

THIS AMENDMENT is effective when signed by all parties.

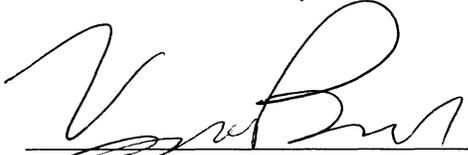
Dated this 6th day of February, 2024.

Dated this 6 day of February, 2024.

**CONTRACTOR/SUBGRANTEE:**

**KITSAP COUNTY , WASHINGTON**

**PENDLETON PLACE LLC,**  
a Washington limited liability company

  
\_\_\_\_\_  
Victoria Brazitis, County Administrator

By: Pendleton Place Manager LLC  
Its: Managing Member

By: Kitsap Mental Health Services  
Its: Manager

By: Monica Bernhard  
B3A6B7FECE5E75BE4E48319A8B285CF5 contractworks.  
Monica Bernhard, CEO

CERTIFICATE OF LIABILITY INSURANCE

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 any rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER (Propel Insurance) and INSURED (Pendleton Place, LLC) information, and CONTACT details for Rachel Reese. Includes a table of INSURER(S) AFFORDING COVERAGE with NAIC #.

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.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, and Professional Liab. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Kitsap County, its officers, agents, and employees are named as an additional insured in respect to Pendleton Place.

Table with CERTIFICATE HOLDER (Kitsap County) and CANCELLATION information. Includes a signature for Deanna Winchester.

This page has been left blank intentionally.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS1586364	07/01/2023	Kitsap Mental Health Services	Negley Associates 29518

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**ADDITIONAL INSURED**

Schedule

Name of Person or Organization:

Any person(s) or organization(s) with whom you are contractually required to include as an insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

Any person(s) or organization(s) to whom you become contractually required to include as an insured, as specifically required in a written contract or agreement executed prior to loss, only with respect to liability as a funding source as specified in the written contract or agreement with the Named Insured.

In consideration of the premium charged, the coverage afforded under the Coverage Part/Form is extended to the Person or Organization designated above as an Additional Insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations; or in connection with your premises owned by or rented to you. There is no coverage for the Person or Organization designated above as an Additional Insured for its sole acts or omissions unless it is the acts or omissions of the Named Insured and such acts or omissions arise directly from the Named Insured's activities performed for the Additional Insured.

# KITSAP MENTAL HEALTH SERVICES

Unique Entity ID <b>XWE7MWGW3235</b>	CAGE / NCAGE <b>ONL52</b>	Purpose of Registration <b>Federal Assistance Awards Only</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Apr 17, 2024</b>	
Physical Address <b>5455 Almira DR NE Bremerton, Washington 98311-8330 United States</b>	Mailing Address <b>5455 Almira DR Bremerton, Washington 98311-8330 United States</b>	

Doing Business as <b>KITSAP MENTAL HEALTH SERVICE</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Washington 06</b>	State / Country of Incorporation <b>Washington / United States</b>	URL <b>http://www.kitsapmentalhealth.org</b>

### Registration Dates

Activation Date <b>Apr 20, 2023</b>	Submission Date <b>Apr 18, 2023</b>	Initial Registration Date <b>May 25, 1999</b>
--	--	--

### Entity Dates

Entity Start Date <b>Jan 1, 1978</b>	Fiscal Year End Close Date <b>Jun 30</b>
---	---

### Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

### Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

### Executive Compensation

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

### Proceedings Questions

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

Active Exclusions Records?

No

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

Yes

### Business Types

Entity Structure <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>		

Check the registrant's Reqs & 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.

Accepts Credit Card Payments  
**Yes**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**0NL52**

#### Electronic Business

♀  
**Margaret Bollinger, Executive Projects Mgr**

**Kitsap Mental Health Services  
5455 Almira Drive NE  
Bremerton, Washington 98311  
United States**

MONICA BERNHARD

Kitsap Mental Health Services  
5455 Almira Drive NE  
Bremerton, Washington 98311  
United States

#### Government Business

♀  
**MONICA BERNHARD, CEO**

**Kitsap Mental Health Services  
5455 Almira Drive NE  
Bremerton, Washington 98311  
United States**

#### Past Performance

♀  
**Shawn Frederick, CAO**

**5455 Almira DR. NE  
Bremerton, Washington 98311  
United States**

#### NAICS Codes

Primary

NAICS Codes

NAICS Title

This entity does not appear in the disaster response registry.