

**SUBRECIPIENT AGREEMENT
HOME INVESTMENT PARTNERSHIPS PROGRAM**

AN AGREEMENT, by and between Kitsap County hereinafter referred to as “County” and Community Frameworks, hereinafter referred to as “Subrecipient” by which the Subrecipient agrees to carry out specific activities under Kitsap County’s HOME Investment Partnership Program 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 Subrecipient to undertake, and the Subrecipient hereby agrees to undertake, subject to the terms of Article I Section 5 of this contract, the activities specifically described in the application and summarized below:

A. General Statement:

HOME funds will be used for down payment assistance and associated program costs (marketing, technical assistance and general project delivery) for a county-wide down payment assistance program with priority given to homes in the Mutual Self-Help Program managed by Housing Kitsap. The program will provide direct homebuyer subsidy in the form of down payment assistance to fourteen (14) qualifying low-income homebuyers at or below 80% of Area Median Income, including 5 purchasing homes within the city of Bremerton.

B. The Subrecipient shall:

1. Provide down payment assistance to homebuyers with incomes at or below 80% of Area Median Income (using 24 CFR Part 5 Definition) to assist in the purchase of a single-family home. The total down payment assistance will not exceed 30% of the purchase price and the HOME funded portion will not exceed 20% of the purchase

- price.
2. Provide loans in the form of a 30-year Silent Second, One Pay Note with a 3% interest rate (interest free for the first 60 months).
 3. Use 24 CFR Part 5 definition of income to qualify homebuyers and ensure two months of source documentation is provided to support the income. Income eligibility must be determined at the time a written agreement for HOME assistance is executed.
 4. Utilize underwriting criteria to evaluate the buyer's ability and willingness to pay and the appropriateness of the proposed amount of HOME subsidy. Submit underwriting workbook for each homebuyer to Block Grant Office for review and sign-off prior to closing, and final workbook after closing. Signed approval must be maintained in client file.
 5. Leverage additional funds for down payment assistance and primary mortgage financing.
 6. Record HOME deeds for the down payment assistance provided and maintain reconveyance documents in client files.
 7. Ensure the Guideform Notice "Voluntary Arms-Length Transaction" is used for each property assisted.
 8. Ensure the environmental review and Lead Safe Housing requirements are complete on each home prior to down payment assistance loan closing.
 9. Execute a Kitsap County HOME Program Homebuyer Recapture Agreement with each homebuyer, imposing recapture provisions and spelling out the sales price and the amount of HOME Subsidy. The Agreement must be signed by Community Frameworks, the homebuyer, and Kitsap County and the restrictions, including the affordability period must be included in the Promissory Note and recorded Deed of Trust.
 10. Ensure the property passes a property standards inspection prior to occupancy.
 11. Ensure properties are not currently, or have not been within the last 90 days, occupied by a tenant.
 12. Ensure each homebuyer receives housing counseling and a certificate of course completion is maintained in Community Frameworks homebuyer file.
 13. Provide Kitsap County Block Grant cost of homebuyer counseling and other non-federal funds to meet HOME match requirements. Information is to be maintained by Community Frameworks and provided when requested by Block Grant Office.
 14. Return repayment of HOME assisted down payment assistance to Kitsap County within thirty days of receipt and submit quarterly Program Income Reports.
 15. Submit quarterly reports and billing vouchers as required by Kitsap County, in a timely manner.
 16. Provide HOME Completion Reports to the Block Grant Office for each down payment assistance loan.
 17. Ensure Down Payment Assistance Program Policies and Procedures are updated and meet HOME Program requirements.

SECTION 2. PROJECT DESCRIPTION

<i>Project Details</i>	
Project Name:	Kitsap Homeownership Program
Funded Amount:	\$1,147,617.24
Action Plan Year:	2024

Type of Project:	Direct Homeownership Assistance
Service Area:	Kitsap County and City of Bremerton
Project Address/Location:	Office: 500 Pacific Avenue, Suite 360 Bremerton, WA 98337
<i>Eligibility</i>	
Basic Eligible Activity Citation:	24 CFR 92. 205(a)(1) - Acquisition
Strategic Plan Objective and Strategy:	Preserve and Increase Affordable Housing
<i>HUD Performance Measures</i>	
HUD Objective of Activity:	Decent Housing
HUD Outcome:	Affordability
<i>Federal Contract Requirements – 2 CFR Part 200</i>	
Unique Identifier Number:	SM8BXZNCKJS3
Federal Award Identifier Number (FAIN)	M21-UC530205
Research or Development Contract:	No
Indirect Cost (IDC) Rate for Federal Award:	
<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
Market Program	01/01/2024	On-going
Coordinate environmental review with County	08/15/2024	On-going
Applicant intake and eligibility determination	04/01/2024	On-going
Homebuyer Mortgage Technical Assistance and Counseling	05/01/2024	On-going
Underwriting evaluation – workbook submitted to Block Grant for review and sign off	09/01/2024	On-going
Appraisal	08/15/2024	On-going
Execute Purchase and Sale Agreement and HOME Agreement with Homebuyer	08/01/2024	On-going
Coordinate Property Standards Inspection	08/05/2024	On-going
Closing – Homebuyer first mortgage and subsidy mortgages	09/15/2024	On-going
Occupancy	09/15/2024	On-going
HOME Completion Report	10/01/2024	On-going
Project / Grant Closeout		06/30/2028
NOTE: The table above primarily projects activity for the first homebuyer. The process for the remaining eleven homebuyers is the same, which at times may be concurrent or consecutive.		

In accordance with 24 CFR 92.205(e), a project that is terminated before completion, either voluntarily or involuntarily, requires the repayment of HOME funds to the County. If the project is not completed within 4 years of the date of execution of the original Agreement, the project will be considered terminated pursuant to 24 CFR 92.205(e)(2), and any HOME funds disbursed for the project must be repaid to the County. In accordance with 24 CFR 92.254(a)(3) homebuyer units must be sold (have a ratified sales contract) within nine months of construction completion or be converted to a rental unit and comply with all provisions of 24 CFR 92.252, or the entire HOME investment must be repaid.

SECTION 4. CONDITIONAL COMMITMENT

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental reviews and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development, if required as determined by the County, and a notice to proceed from the County. The parties further agree that the provision of any funds to the project is conditioned on the County's discretionary decision to proceed with the project, based on the results of environmental reviews.

The Subrecipient shall not undertake or commit any funds to physical or choice limiting actions, including acquisition, demolition, movement, rehabilitation, conversions, repair or construction prior to the environmental clearance.

Violation of this Section may result in the denial of any funds under this Agreement.

SECTION 5. 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 7. 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 6. PROJECT REQUIREMENTS

The Subrecipient 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, regardless whether the law or regulation is specifically stated in this Agreement.

SECTION 7. AFFORDABILITY

The Subrecipient shall comply with requirements of 24 CFR 92.254, relating to affordability for homeownership housing projects. The housing assisted with HOME funds under this Agreement will remain affordable for 30 years, beginning after project completion. In the event the housing does not meet the affordability requirements for the specified time period, the Subrecipient shall repay to the County all HOME 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.

In accordance with 24 CFR 92.254(a), a HOME Homebuyer written agreement must be executed between the Subrecipient, Kitsap County, and the homebuyer setting forth the resale or recapture requirements which must be imposed on the housing.

SECTION 8. PROPERTY STANDARDS

The Subrecipient shall ensure that housing assisted with HOME 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 funds will meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances and the HUD requirements under 24 CFR 92.251.

ARTICLE II. PROGRAM RECORDS/REPORTS

SECTION 1. RECORDS

The Subrecipient 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 assisted project in written record form:

A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the homebuyers assisted with HOME 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).

Subrecipient records must demonstrate that each home ownership project meets the requirements of 24 CFR 92.254 and/or 24 CFR 92.250 for the required period of affordability.

Records demonstrating that each project meets the property standards of 24 CFR 92.251 and the lead-based paint requirements of 24 CFR 92.355.

Subrecipient records must demonstrate compliance with the requirements in 24 CFR 92.254 for affordable housing, home ownership, including the initial purchase price and appraised value (after rehabilitation, if required) of the property. Individual records must be kept for each family assisted. Records demonstrating that each family is income eligible in accordance with 24 CFR 92.203.

Subrecipient records must indicate whether the project is mixed-income, mixed-use, or both, in accordance with 24 CFR 92.255 or Section 92.256.

- (C) Relocation - Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall maintain such other records as may be required by 24 CFR 92.508, HUD and/or the County.

SECTION 2. REPORTS

The Subrecipient 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 Subrecipient 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) Close out reports including a final performance report, inventory of all property acquired or improved with HOME funds, and final financial report, upon termination or completion of the project.
- (E) HOME Completion Reports reporting the demographics of each household served by HOME funds, upon submission of each draw for funds.
- (F) Miscellaneous Reports - The Subrecipient 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 7 (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 Subrecipient its allowable costs for the services identified in this Agreement in an amount not to exceed **One million one hundred forty-seven thousand six hundred seventeen dollars and twenty-four cents (\$1,147,617.24)**, 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 Subrecipient'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 Subrecipient 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.

As set forth in Article I Section 4, this Agreement does not provide Subrecipient any legal claim to any amount of HOME funds to be used for the specific project or site unless and until the site has received environmental clearance.

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 or Shannon Bauman sbauman@kitsap.gov.

Where Payments Are Made: Payments shall be made to: **Community Frameworks, 907 W Riverside Ave., Spokane, WA 99201**

The Subrecipient 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 Subrecipient as they relate to the work. The Subrecipient shall also:

- (A) Maintain an effective system of internal fiscal control and accountability for all HOME funds and property acquired or improved with HOME 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 Subrecipient'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 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 Subrecipient, that the Subrecipient 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 Subrecipient 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 Subrecipient'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 Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, or if the deadlines set forth in Article 1, Section 2 of this Agreement are not met, the County or HUD may order repayment of the same. The Subrecipient 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 Subrecipient 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 Subrecipient otherwise fails to comply with the terms of this Agreement.

SECTION 4. PROGRAM INCOME/RECAPTURED HOME FUNDS

Program Income, as defined in 24 CFR 92.2, and recaptured HOME funds, as defined in 24 CFR 92.254(a)(5)(ii), are subject to the provisions of 24 CFR 92.503.

Program Income will be returned to the County Block Grant Program unless specifically authorized below:

This project shall not generate any program income

This project may generate program income. Program income and Recaptured funds will be returned to the County HOME Program on a monthly basis for deposit in the County's local HOME account. The funds will be considered additional HOME funds, subject to all conditions applicable to the use of funds and will be included in an Action Plan and may be appropriated to the Subrecipient through a contract.

Any program income on hand when this Agreement is terminated, or received after such termination, shall be reimbursed to the County.

SECTION 5. MATCH CONTRIBUTION

A twenty-five percent (25%) match contribution is required under the HOME Program. The Subrecipient agrees to provide the eligible match contribution as set forth in the application.

ARTICLE IV. FEDERAL REQUIREMENTS

SECTION 1. INCOME TARGETING

The Subrecipient shall provide services under the HOME program only (1) to individuals or families who qualify as low and very low income and under Federal income limits as established by HUD and (2) in accordance with income targeting requirements of 24 CFR 92.216 and 92.217. The Subrecipient shall maintain records that clearly document the income range and household size of the individuals or families it services. Furthermore, the Subrecipient 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 Subrecipient shall comply with the process set forth in 24 CFR 92.203.

SECTION 2. UNIFORM ADMINISTRATIVE REQUIREMENTS

- (A) All Subrecipients shall comply with the requirements set forth in 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- (B) All Subrecipients are to procure audit services based on 2 CFR Part 200, Subpart F and:
 - (1) The Subrecipient shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that all contractors (performing all or part of the services under this Agreement under a separate contract with the Agency) also maintain auditable records.
 - (2) The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its contractors.
 - (3) Kitsap County reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.
 - (4) Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Kitsap County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

SECTION 3. CONSTITUTIONAL PROHIBITION

The Subrecipient agrees that HOME funds must be utilized in accordance with 24 CFR 92.257, as well as Wash. Const. art. I, § 11. Particularly, HOME 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 4. AFFIRMATIVE MARKETING

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

- (A) Subrecipient advertising of vacant units will include the Equal Housing Opportunity logo or statement;
- (B) The Subrecipient 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 Subrecipient will maintain records containing documentation of all marketing efforts.

SECTION 5. NON-DISCRIMINATION IN EMPLOYMENT AND PURCHASING

On all contracts, Subrecipients 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 Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (D) In the event of the Subrecipient'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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 6. 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 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 7. CONFLICT OF INTEREST

No member, officer, or employee of the Subrecipient, 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, either for themselves or those with whom they have business or immediate family ties, 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(d). The Subrecipient shall take appropriate steps to ensure compliance including incorporation of the following provisions in every subcontract:

The Subrecipient 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 assisted activity. The Subrecipient 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 Subrecipient further covenants that in the performance of this Agreement any potential conflict, on the part of the Subrecipient or his/her employees, will be disclosed to the Subrecipient and the County.

Pursuant to 24 CFR §92.356(f), no owner, developer, or sponsor of a project assisted with HOME 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-assisted affordable housing unit in a project during the required period of affordability. This provision does not apply to an individual who receives HOME 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 8. DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING

The Subrecipient shall comply with the requirements relating to displacement, relocation acquisition, and replacement of housing, outlined in 24 CFR 92.353. The Subrecipient 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 funds. Any action by the Subrecipient which may result in the displacement of persons under 24 CFR 92.353 must receive prior written approval from the County.

SECTION 9. DAVIS BACON AND RELATED ACTS

The Subrecipient 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 Subrecipient 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 Subrecipient 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 funds are used for any project costs in 24 CFR 92.206, including construction or non-construction costs, of housing with 12 or more HOME-assisted units.

SECTION 10. LEAD BASED PAINT

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

SECTION 11. DISCRIMINATION PROHIBITED

The Subrecipient shall comply with requirements at 24 CFR Part 92.350 relating to equal opportunity and fair housing. In general, the Subrecipient 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 Subrecipient 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 Subrecipient 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) If assignment and/or subcontracting have been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

SECTION 12. MINORITY AND WOMEN OWNED BUSINESS OUTREACH

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

SECTION 13. SITE AND NEIGHBORHOOD STANDARDS

The Subrecipient will comply with regulations at 24 CFR 92.202 which require the HOME 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 14. PROHIBITED ACTIVITIES AND FEES.

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

SECTION 15. BUILD AMERICA BUY AMERICA REQUIREMENTS

The Contractor or Subgrantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Contractor or Subgrantees infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. The Act requires Buy America preference for projects with a total project cost of more than \$250,000.

SECTION 16. OTHER PROGRAM REQUIREMENTS

(A) The Subrecipient 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 Subrecipient does not assume the County's environmental responsibilities described in 24 CFR Part 92.352; however the Subrecipient must cooperate and provide information necessary to the County to enable it to carry out the required environmental review prior to the commitment of HOME funds to a project; and

(2) The Subrecipient 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 Subrecipient 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 Subrecipient agrees to comply with the provisions of 2 CFR 200.310 – 200.316.

ARTICLE V: GENERAL CONDITIONS

SECTION 1. COMPLIANCE WITH LAWS

The Subrecipient, 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 Regulations and other policies and guidelines established for the Kitsap County HOME Program by the Kitsap County Board of Commissioners. The Subrecipient agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

The Subrecipient 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 C.F.R. Pt. 24. Additionally, the Subrecipient will certify to anti-lobbying as required by 31 U.S.C. 1352.

SECTION 2. LICENSING AND PROGRAM STANDARDS

The Subrecipient 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, Subrecipient shall procure and maintain at Subrecipient'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 Subrecipient, its agents, representatives, employees or subcontractors.

Minimum Limits of Insurance. Subrecipient 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 Subrecipient's insurance policy as respects this contract. Such insurance as carried by the Subrecipient 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

- *Subrecipient's Insurance is Primary:* The Agency'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 Subrecipient'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 Subrecipient'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 Subrecipient 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 or the performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of the Subrecipient, its subcontractors, agents, successor, 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 Subrecipient 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 Subrecipient or by the Subrecipient to the County shall be in writing and delivered to the following parties at the following addresses:

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

Subrecipient
Community Frameworks
500 Pacific Avenue, Suite 360
Bremerton, WA 98337

SECTION 6. CITIZEN PARTICIPATION

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 - (2) The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient. Costs resulting from obligations incurred by the Subrecipient 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 Subrecipient. 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, or

- (2) By the Subrecipient upon submitting written notification to the County. The written notification must set forth the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated; however, in the case of a proposed partial termination, the County may terminate the award in its entirety if the County determines that the remaining portion will not accomplish the purpose for which the award was made.

- (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 Subrecipient 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 Subrecipient, the County shall make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments;

- (B) The Subrecipient 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 Subrecipient after fully considering the recommendation on disallowed costs resulting from the final audit.

- (D) Any real property under the Subrecipient'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 7 (Affordability) of this Agreement. The Subrecipient is required to keep records demonstrating that the requirements have been met. If the

Subrecipient 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 6th day of August 2024

Dated this 8 day of August 2024

SUBRECIPIENT:

Community Frameworks

By: Deborah Elzinga
Deborah Elzinga, President and CEO

KITSAP COUNTY

Victoria Brazitis
Victoria Brazitis, County Administrator

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**Attachment A – Budget Summary:
KC-392-24 – Community Frameworks Homeownership Program**

PROJECT COSTS	Total All Funds	County HOME Funds	Other: Sources of Funds
PERSONNEL, including managers, staff, salaries, benefits and taxes. AMOUNT	\$ 112,312.24	\$ 112,312.24	\$ 0
SUPPLIES/EQUIPMENT, including office supplies, office equipment if approved. AMOUNT	\$ 100.00	\$ 100.00	\$ 0
ADMINISTRATION including occupancy (building & grounds), advertising, audit, insurance/bonds, postage, rent/utilities, communication, training, travel, transportation AMOUNT	\$ 74,680.00	\$ 2,300.00	\$ 72,380.00
ACQUISITION COSTS AMOUNT	\$ 7,192,640.00	\$ 1,032,905.00	\$ 6,160,235.00
DEVELOPMENT SOFT COSTS including appraisal, design and A&E, processing/settlement and financing, marketing, operating reserve, professional fees and contract services AMOUNT	\$ 0	\$ 0	\$ 0
DEVELOPMENT HARD COSTS, including clearance/demolition, construction, rehabilitation and improvements. AMOUNT	\$ 0	\$ 0	\$ 0
OTHER COSTS, as approved including: AMOUNT	\$ 0	\$ 0	\$ 0
TOTAL PROJECT COSTS	\$ 7,379,732.24	\$ 1,147,617.24	\$ 6,232,615.00

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

Primary Covered Transactions 24 CFR PART 24

1. The Subrecipient 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 Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient 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.

Subrecipient: Community Frameworks



Deborah Elzinga, President and CEO

8/6/24

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.

Subrecipient: Community Frameworks



Deborah Elzinga, President and CEO

8-6-24
Date

Issue Date 5/23/2024

Cert #:000026091

**NON PROFIT INSURANCE PROGRAM
CERTIFICATE OF COVERAGE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE 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 COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

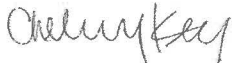
PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY NPIP / Munich Re. et al.
COVERED PARTY	AUTOMOBILE LIABILITY NPIP / Munich Re. et al.
Community Frameworks 907 West Riverside Avenue, Suite 103 Spokane, WA 99201	PROPERTY NPIP / Munich Re. et al.
	MISCELLANEOUS PROFESSIONAL LIABILITY NPIP / Munich Re. et al.

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	NPIP242535297	6/1/2024	6/1/2025	PER OCCURRENCE	\$6,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PRODUCT-COMP/OP	\$6,000,000
				PERSONAL & ADV. INJURY	\$6,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	NPIP242535297	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	NPIP242535297	6/1/2024	6/1/2025	ALL RISK PER OCC EXCL EQ & FL	\$100,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	NPIP242535297	6/1/2024	6/1/2025	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Regarding Kitsap County Block Grant Project, Bremerton Homeownership Program, and Kitsap Homeownership Program. Kitsap County, its officers, officials, employees and agents are named as Additional Covered Partys regarding this project only and are subject to coverage terms, conditions and exclusions. Additional Covered Party endorsement is attached.					

CANCELLATION NOTICE: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Kitsap County 614 Division Street Port Orchard, WA 98366	

**ADDITIONAL COVERED PARTY – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY

This endorsement modifies Coverage provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

SCHEDULE

Person or Organization (Additional Covered Party):

Kitsap County
614 Division Street
Port Orchard, WA 98366

Description of Activities / Operations / Designated Premises:

Regarding Kitsap County Block Grant Project, Bremerton Homeownership Program, and Kitsap Homeownership Program. Kitsap County, its officers, officials, employees and agents are named as Additional Covered Parties regarding this project only and are subject to coverage terms, conditions and exclusions. Additional Covered Party endorsement is attached.

- A. With respects to the General Liability Coverage Part only, the definition of **Covered Party** in the Liability Conditions, Definitions and Exclusions section of this Coverage Agreement is amended to include as a **Covered Party** the Person or Organization shown in the above Schedule. Such Person or Organization is a **Covered Party** 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:
1. In performance of your ongoing operations; or
 2. In connection with your premises owned or rented to you.
- B. The Limits of Coverage applicable to the additional **Covered Party** are those specified in either the:
1. Written contract or written agreement; or
 2. Declarations for this Coverage Agreement,

whichever is less. These Limits of Coverage are inclusive and not in addition to the Limits of Coverage shown in the Declarations.

All other terms and conditions remain unchanged.



COMMUNITY FRAMEWORKS

Unique Entity ID SM8BXZNCKJS3	CAGE / NCAGE 36RH2	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Jun 6, 2025	
Physical Address 907 W Riverside AVE Spokane, Washington 99201-1006 United States	Mailing Address 907 W Riverside AVE Spokane, Washington 99201 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 05	State / Country of Incorporation Washington / United States	URL http://www.communityframeworks.org

Registration Dates

Activation Date Jun 10, 2024	Submission Date Jun 6, 2024	Initial Registration Date Feb 23, 2005
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Entity Dates

Entity Start Date Nov 4, 1974	Fiscal Year End Close Date Jun 30
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Immediate Owner

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

Highest Level Owner

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

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA Spending.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 Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Socio-Economic Types

Check the registrant's Repts & 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
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EFT Indicator 0000	CAGE Code 36RH2
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Points of Contact

Electronic Business

♀ HEATHER LYONS	500 Pacific Avenue Suite 360 Bremerton, Washington 98337 United States
DEB ELZINGA	907 W Riverside AVE Spokane, Washington 99201 United States

Government Business

♀ HEATHER LYONS	500 Pacific Avenue Suite 360 Bremerton, Washington 98337 United States
DEB ELZINGA	907 W Riverside AVE Spokane, Washington 99201 United States

Past Performance

♀ HEATHER Lyons	500 Pacific Avenue Suite 360 Bremerton, Washington 98337 United States
DEB ELZINGA	907 W Riverside AVE Spokane, Washington 99201 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
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Disaster Response

This entity does not appear in the disaster response registry.