

**SUBRECIPIENT AGREEMENT
HOME INVESTMENT PARTNERSHIPS PROGRAM**

AN AGREEMENT, by and between Kitsap County hereinafter referred to as “County” and **Kitsap County Consolidated Housing Authority (dba Housing Kitsap)**, 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 Administration funds will be used for costs associated with the management of the HOME Down-payment assistance loan portfolio in 2024. Funds will be used for staff costs and program administration.

B. The Contractor or Subgrantee shall:

1. Provide loan servicing for loans generated with HOME funds and provided to homebuyers.
2. Annually verify homebuyers continue to meet the requirements under HOME regulations including principal residency requirement and recapture of funds upon sale or transfer of property.
3. Notify Kitsap County Block Grant Program of loan payoffs and submit loan proceeds as they occur.
4. Submit quarterly program income reports.

5. Participate in annual monitoring of the loan portfolio.

SECTION 2. PROJECT DESCRIPTION

<i>Project Details</i>	
Project Name:	HOME Loan Portfolio Management
Funded Amount:	\$9,000
Action Plan Year:	2024
Type of Project:	Administration
Service Area:	Kitsap County
Project Address/Location:	2244 NW Bucklin Hill Rd., Silverdale, WA 98383
<i>Eligibility</i>	
Activity Category:	AD
Basic Eligible Activity Citation:	24 CFR 92. 207
Setup Activity Type:	Administration
Strategic Plan Objective and Strategy:	N/A
<i>HUD Performance Measures</i>	
HUD Objective of Activity:	N/A
HUD Outcome:	N/A
<i>Federal Contract Requirements – 2 CFR Part 200</i>	
Unique Entity Identifier Number:	E74RNLLCC8Y5
Federal Award Identifier Number (FAIN)	B-24-UC-53-0005
Research or Development Contract:	No
Indirect Cost (IDC) Rate for Federal Award:	
<input checked="" type="checkbox"/> Approved Rate	Cost Allocation Plan%
<input type="checkbox"/> De Minimis for IDC Rate	
<input type="checkbox"/> Not Applicable	

SECTION 3. SCHEDULE FOR COMPLETION (specific milestones)

Section 3. Schedule For Completion is not applicable to this contract.

SECTION 4. CONDITIONAL COMMITMENT

Section 4. Conditional Commitment is not applicable to this contract.

SECTION 5. TERM OF AGREEMENT

The term of this Agreement is **January 1, 2024** through **December 31, 2024**, but may be extended should additional time for auditing this project be required, in accordance with law, this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. In any event, the term of this Agreement shall cover the period that the Agency has control over Home Investment Partnership funds, including program income.

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

Section 7. Affordability is not applicable to this contract.

SECTION 8. PROPERTY STANDARDS

Section 8. Property Standards is not applicable to this contract.

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.

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) 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 **nine thousand dollars (\$9,000)**, 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: **Housing Kitsap, 2244 NW Bucklin Hill Road, Silverdale, WA 98383.**

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

Section 5. Match Contribution does not apply to this contract.

ARTICLE IV. FEDERAL REQUIREMENTS

SECTION 1. INCOME TARGETING

Section 1. Income Targeting does not apply to this contract.

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

Section 4. Affirmative Marketing does not apply to this contract.

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).

SECTION 6. LOCAL EMPLOYMENT AND PURCHASING

Section 6. Local Employment and Purchasing does not apply to this contract.

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

Section 8. Displacement, Relocation, Acquisition and Replacement of Housing does not apply to this contract.

SECTION 9. DAVIS BACON AND RELATED ACTS

Section 9. Davis Bacon and Related Acts does not apply to this contract.

SECTION 10. LEAD BASED PAINT

Section 10. Lead Based Paint does not apply to this contract.

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.

SECTION 12. MINORITY AND WOMEN OWNED BUSINESS OUTREACH

Section 12. Minority and Women Owned Business Outreach does not apply to this contract.

SECTION 13. SITE AND NEIGHBORHOOD STANDARDS

Section 13. Site and Neighborhood Standards does not apply to this contract.

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

Section 15. Build America Buy America Requirements does not apply to this contract.

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
345 6th Street, Suite 400
Bremerton, WA 98337-1869

Subrecipient
Kitsap County Consolidated Housing
Authority dba Housing Kitsap
2244 NW Bucklin Hill Road
Silverdale, WA 98383

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

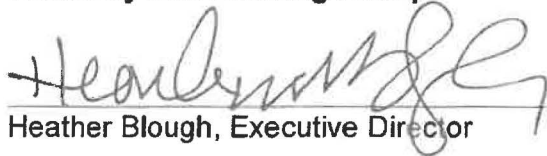
It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the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

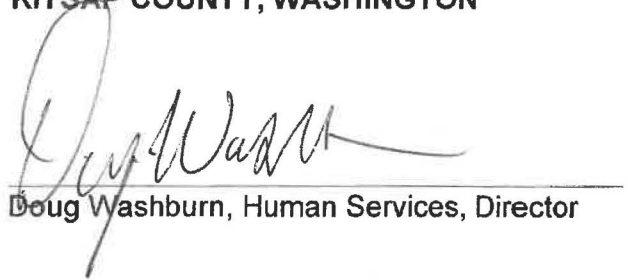
Dated this 30th day of October, 2024.

CONTRACTOR/SUBGRANTEE:
Kitsap County Consolidated Housing
Authority dba Housing Kitsap


Heather Blough, Executive Director

Dated this 30 day of October, 2024.

KITSAP COUNTY, WASHINGTON


Doug Washburn, Human Services, Director

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5. Non-Discrimination in Employment and Purchasing
6. Local Employment and Purchasing
7. Conflict of Interest
8. Displacement, Relocation, Acquisition and Replacement of Housing
9. Davis Bacon and Related Acts
10. Lead Based Paint
11. Discrimination Prohibited
12. Minority and Women Owned Business Outreach
13. Site and Neighborhood standards
14. Prohibited Activities and Fees
15. Build America Buy America Requirements
16. Other Program Requirements

Article V. General Conditions

1. Compliance with Laws
2. Licensing and Program Standards
3. Insurance
4. Indemnity
5. Notices
6. Citizen Participation
7. Assignment and Subcontracting
8. Reservation of Rights
9. Amendments to Agreement
10. Failure to Perform
11. Termination
12. Close Out of Funds
13. Venue and Choice of Law
14. Severability Clause
15. Integrated Document

Attachment A – Budget Summary – Housing Kitsap HOME Loan Portfolio Management

PROJECT COSTS	Total All Funds	County HOME Funds	Other: Sources of Funds
PERSONNEL, including managers, staff, salaries, benefits and taxes. AMOUNT	\$ 6,750	\$ 6,750	\$
SUPPLIES/EQUIPMENT, including office supplies, office equipment if approved. AMOUNT	\$	\$	\$
ADMINISTRATION including occupancy (building & grounds), advertising, audit, insurance/bonds, postage, rent/utilities, communication, training, travel, transportation AMOUNT	\$ 2,250	\$ 2,250	\$
ACQUISITION COSTS AMOUNT	\$	\$	\$
DEVELOPMENT SOFT COSTS including appraisal, design and A&E, processing/settlement and financing, marketing, operating reserve, professional fees and contract services AMOUNT	\$	\$	\$
DEVELOPMENT HARD COSTS, including clearance/demolition, construction, rehabilitation and improvements. AMOUNT	\$	\$	\$
OTHER COSTS, as approved including: N/A AMOUNT	\$	\$	\$
TOTAL PROJECT COSTS	\$ 9,000	\$ 9,000	\$

**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: Kitsap County Consolidated Housing Authority dba Housing Kitsap



Heather Blough, Executive Director

10/30/24

Date

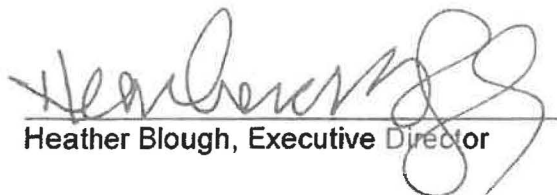
**ATTACHMENT C
CERTIFICATION REGARDING LOBBYING**

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: Kitsap County Consolidated Housing Authority dba Housing Kitsap


Heather Blough, Executive Director

10/30/24
Date

CERTIFICATE OF COVERAGE

Cert No. 25384

ISSUE DATE (MM/DD/YY)

8/1/2024

Producer
HOUSING AUTHORITIES RISK RETENTION POOL
 4660 NE 77th Ave., Suite 310
 Vancouver, WA 98662
 (360) 574-9035
 (360) 574-9401 FAX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Companies Affording Coverage

Company **HARRP**
Housing Authorities Risk Retention Pool

Covered Entity
Kitsap Co. Consolidated Housing Authority
 2244 NW Bucklin Hill Rd
 Silverdale, WA 98383

Letter A

Company

Letter B

Coverages

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

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

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

AS RESPECTS:

DPA LOAN PORTFOLIO MANAGEMENT

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

Certificate Holder

KITSAP COUNTY BLOCK GRANT PROGRAM
ATTN: BONNIE TUFTS
345 6TH STREET SUITE 400
BREMERTON, WA 98337

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



WILLIAM E. GREGORY, EXECUTIVE DIRECTOR

ENDORSEMENT

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

LOCATION / ACTIVITY: **AS RESPECTS:**

DPA LOAN PORTFOLIO MANAGEMENT

IT IS HERBY AGREED THAT THE FOLLOWING IS INCLUDED
AS **ADDITIONAL COVERED PARTY(IES)** AS RESPECTS THEIR
INTEREST IN THE PROPERTY(IES)/ ACTIVITY(IES) NAMED ABOVE:

KITSAP COUNTY BLOCK GRANT PROGRAM
ITS SUCCESSORS AND/OR ASSIGNS
ATTN: BONNIE TUFTS
BREMERTON, WA 98337

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

8/1/2024

DATE



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



KITSAP COUNTY CONSOLIDATED HOUSING AUTHORITY

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

Business Information

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

Registration Dates

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

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

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

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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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 U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

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.

Government Types

U.S. Local Government

County

City

Other Government Entities

Housing Authorities Public/Tribal

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

1U3J8

Points of Contact

Electronic Business

✘

Debera Stephenson, Finance Director

2244 NW Bucklin Hill RD
Silverdale, Washington 98383
United States

Government Business

✘

Heather Blough, Executive Director

2244 NW Bucklin Hill RD
Silverdale, Washington 98383
United States

Service Classifications

NAICS Codes

Primary

NAICS Codes

NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.