SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT
3000 ROCKEFELLER AVENUE, M/S 305 | EVERETT, WA 98201
(425) 388-7200

CITY

CONTRACT SPECIFICS:

Contract Number: HCS-16-42-1601-198

Title of Project/Services: Everett - Community Housing Improvement Program

Maximum Contract Amount:	Start Date:	End Date:	Status Determination:
$309,010.00	August 22, 2016	In accordance with Exhibit A, Section 1-F	☒ Subrecipient ☐ Contractor

CONTRACTING ORGANIZATION:

Name:	City of Everett	Unique Entity Identifier:	057307456
Address:	2930 Wetmore Ave, Suite 8A	Contact Person:	Rebecca McCrary
City/State/Zip:	Everett, WA 98201	Telephone:	425-388-7133
IRS Tax No. \ EIN:	91-6001248	Email Address:	RAMMcCrary@everettwa.gov

FUNDING:

Funding Authority:	42 U.S.C. § 12701 et. seq.	Funding Specifics:	HOME Program
Federal Agency:	U.S. Department of Housing and Urban Development	CFDA No. & Title:	14.239 HOME Investment Partnerships Program
Federal Award ID No:	M16-DC530201		

County Program Division:	County Contact Person:	Contact Phone Number:
Housing & Community Services Division	Sue Tracy	425-388-3269

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions Agreement HSD- 2015-101-198, maintained on file at the Human Services Department:

Specific Terms and Conditions	Attached as	Exhibit A	Request for Reimbursement/ Actual Expenditure Report	Attached as	Exhibit F
Statement of Work	Attached as	Exhibit B	Report of Actual Expenditures	Attached as	Exhibit G
Approved Contract Budget	Attached as	Exhibit C	HOME Program Income Monthly Report	Attached as	Exhibit H
Homeowner Rehab Set-Up and Completion Form	Attached as	Exhibit D	HOME Homeowner Rehab Quarterly Report	Attached as	Exhibit I
Homeowner Rehab Activity Commitment Certification	Attached as	Exhibit E	Certification Regarding Lobbying	Attached as	Exhibit J

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) other attachments incorporated by reference, and (e) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS "AGENCY"), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS "COUNTY"), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

FOR THE CONTRACTING ORGANIZATION:

Ray Stephanson 10-24-16
(Signature) (Date)

Mayor
(Title)

APPROVED AS TO FORM
JAMES D. ILES, City Attorney

FOR SNOHOMISH COUNTY:

10/31/16
Mary Jane Brell Vujovic, Director (Date)
Department of Human Services

Approved as to Form Only:
Rebecca Wendling 9/8/2016
Deputy Prosecuting Attorney (Date)

ATTEST:
City Clerk

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

EVERETT - COMMUNITY HOUSING IMPROVEMENT PROGRAM

I. TERMS AND CONDITIONS

A. Designation

This HOME Agreement is made by and between Snohomish County, a political subdivision of the State of Washington and the representative member of the Snohomish County HOME Consortium Participating Jurisdiction (hereinafter the "County"), and the City of Everett, a municipal corporation of the State of Washington and a member of the Snohomish County HOME Consortium Participating Jurisdiction (hereinafter the "Agency"). Contingent upon release of funds from the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Agency expressly agrees to undertake, that certain homeowner housing rehabilitation loan program referred to as **"Everett - Community Housing Improvement Program"** (hereinafter, the "Project"), more fully described in the statement of work, **Exhibit B**, attached hereto and incorporated herein by this reference, as the same is commonly referred to as a HOME Investment Partnerships Program (hereinafter "Program") project within the HOME Investment Partnerships Act of 1990, 42 U.S.C. § 12701 et seq., as now or hereafter amended (hereinafter the "Act").

The undertaking of the Project shall be in full accord with the Act, and all rules and regulations promulgated pursuant to the Act and the HOME Regulations, including the 2013 HOME Final Rule issued by HUD, and referenced in the Rules and Regulations in the Federal Register, Vol. 78, No. 142, July 24, 2013, which are incorporated in full herein by this reference. The Agency agrees to comply fully with all applicable Federal, state, and local laws, ordinances, and regulations in activities funded in whole or in part with funds provided through this Agreement and in carrying out the Project in accordance with Exhibit B and with all other terms of this Agreement.

B. Subgrant

1. The subgrant of **Three Hundred Nine Thousand and Ten Dollars ($309,010)** in 2016 HOME funds is provided to the Agency for the full undertaking and performance of the Project. The subgrant may be amended from time to time in the manner described elsewhere in this Agreement, so long as the same remains consistent with the object of Exhibit B, as now or hereafter amended. The sum of said subgrant and

any amendments thereto may only be expended in accordance with the budget contained in **Exhibit C** attached hereto, which is incorporated herein by this reference, as may hereafter be amended (the "Project Budget").

2. The funds will be used by the Agency to provide housing rehabilitation loans to homeowners of low-income families in accordance with the provisions of this HOME Agreement and Exhibit B.

3. All Program Income (as that term is defined in Section IV-F-1 of Exhibit A hereof) from the interest on or repayment of loans shall be deposited by the Agency into a separate HOME Program Income fund, as required by Section IV-F-2 of Exhibit A hereof, and shall be used by the Agency solely to make additional rehabilitation loans to HOME-eligible homeowners.

4. The Agency shall manage the Project so that Project costs do not exceed the Project Budget. Further, the Agency shall absorb all costs in excess of the authorized subgrant amount.

C. Notice to Proceed

The County shall furnish the Agency with written Notice to Proceed upon release of funds from HUD related to the Project pursuant to 24 CFR Part 58. No work on the Project prior to the Notice to Proceed shall occur without prior written approval from the County.

D. Term of Agreement

The term of this Agreement begins **August 22, 2016** and expires on the date the Agency ceases to conduct its Community Housing Improvement Program, including the origination of new housing rehabilitation loans and the servicing of existing housing rehabilitation loans as provided for in this Agreement, PROVIDED, HOWEVER, that no funds will be provided by the County to the Agency pursuant to this Agreement until the Agreement has been fully executed by both parties hereto. Notwithstanding the preceding sentence, this Agreement may be terminated by either party as provided in the Basic Terms and Conditions Agreement.

E. Term for Commitment of HOME Funds

1. The Agency shall fully commit the HOME funds provided under this agreement to homeowners for housing rehabilitation loans for the Project in accordance with the terms hereof by **August 31, 2018**.

2. On the ending date indicated above, the Agency shall no longer be entitled to commit funds for the Project pursuant to this Agreement. If the Agency does not fully commit the funds by the date indicated, the allotment to the Agency referred to in Section I hereof shall be reduced by the amount so not committed, PROVIDED, HOWEVER, that this limitation shall not apply to the Program Income generated from repayments of the initial HOME-funded loans, which Program Income shall be used to fund additional rehabilitation loans to qualified homeowners.

F. Term for Expenditure of HOME Funds

1. The Agency shall fully expend the HOME funds provided under this Agreement for the Project in accordance with the terms hereof by **August 31, 2021**.

2. On the ending date indicated above, the Agency shall no longer be entitled to draw against the corresponding HOME funds pursuant to this Agreement. If the Agency does not fully expend the funds by the date indicated, the allotment to the Agency referred to in Section I hereof shall be reduced by the amount not so expended, PROVIDED, HOWEVER, that this limitation shall not apply to the Program Income generated from repayments of the initial HOME-funded loans, which Program Income shall be used to fund additional rehabilitation loans to qualified homeowners.

G. Agency Operations

The Agency shall provide administrative, fiscal, and management services for the Project in accordance with this Agreement, the HOME Program statutes (including the Act), and the HOME Regulations. In addition, the Agency shall take reasonable steps to ensure meaningful access to its programs and activities by persons with limited English proficiency, and shall be guided in those efforts by HUD's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice," at 72 Federal Register 2731 (January 22, 2008).

H. Obligations Following Termination

Following expiration or termination of this Agreement, the Agency's obligations to the County shall remain in full force and effect until all closeout requirements are completed. Closeout requirements comprise all actions required to demonstrate to the County's satisfaction that all terms and conditions of this Agreement have been fulfilled, including, but not limited to, disposition of tangible property and provision of reports and data.

I. Capitalized Terms

All capitalized terms used but not defined herein shall have the meanings ascribed to them in 24 CFR Part 92. In addition, the meanings of capitalized terms defined herein are qualified in their entirety by reference to the definitions contained in 24 CFR Part 92.

II. PROGRAM REQUIREMENTS

A. Uniform Administrative Requirements

As required by 24 CFR § 92.505, the Agency shall conform its performance under this Agreement to the applicable parts of 2 CFR § 200 as they relate to the acceptance and use of Federal funds under this Agreement.

B. Other Federal Requirements

The Federal requirements set forth in 24 CFR § 92.350 are applicable to the Agency as a participant in the HOME Program. The requirements of that section include:

1. Nondiscrimination and equal opportunity;

2. Disclosure requirements;

3. Debarred, suspended or ineligible contractors; and

4. Drug-free workplace.

The Federal nondiscrimination requirements set forth at 42 U.S.C. § 12832 and relating to race, color, religion, ethnic or national origin, gender, age and non-disqualifying handicaps also are applicable.

C. Minority Outreach

Pursuant to 24 CFR § 92.351(b), Executive Orders Nos. 11625, 12432, and 12138, and 24 CFR § 85.36(e), the Agency shall take affirmative action to encourage the use of minorities' and women's business enterprises (hereinafter "WMBE") in connection with the HOME-funded activities related to the Project. In order to meet this goal, the Contractor shall, for all its Project contracts funded wholly or in part with HOME funds, demonstrate a good faith effort to attain 7.7% WMBE participation. Pursuant to 24 CFR § 92.508(a)(7)(ii)(B), the Agency shall submit an annual report of all Agency contracts over $25,000 relating to the Project and funded by HOME funds.

D. Affirmative Marketing

The Agency shall adopt and implement affirmative marketing procedures and requirements in compliance with 24 CFR § 92.351(a) for use of the HOME funds. The Agency shall submit those affirmative marketing procedures and requirements to the County for its review and approval.

E. Affirmative Action

The Agency shall take affirmative action to overcome the effects of any prior discriminatory practice which tends on the grounds of race, color, religion, ethnic or national origin, age, handicap, or gender to exclude or limit individuals from participating in the Project, to deny them the benefits of the Project, or to subject them to discrimination under the Project.

F. Fair Housing and Equal Opportunity

The Agency and its contractors performing work funded in whole or in part under this Agreement are subject to and shall at all times comply with applicable state and Federal statutes and laws, as may hereafter be amended, including but not limited to: Title VI of the Civil Rights Act of 1964, as amended (Pub. L. No. 88-352) and 24 CFR Parts 1 and 2 (Nondiscrimination in Programs or Activities Receiving Federal Financial Assistance); Title VIII of Civil Rights Act of 1968 (Pub. L. No. 90-284) and 24 CFR § 115 (Nondiscrimination in Housing); Executive Order No. 11063 (Equal Opportunity in Housing), Executive Order No. 12259 (amending Executive Order No. 11063); Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. § 5309) and 24 CFR § 570.602 (Nondiscrimination in any Program or Activity); Executive Order No. 11246, as amended; 41 CFR Part 60 (Regarding Nondiscrimination in Employment); Executive Orders Nos. 11625, 12432, and 12138; Attachment "0" of OMB Circular A-110: Use of Minority and Women's Business Enterprises; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) (handicapped); The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); the Fair Housing Act (42 U.S.C. §§ 3601-3620), Discrimination Prohibitions under Chapter 49.60 RCW; and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.).

The Agency will also ensure the compliance of contractors and subcontractors with state requirements pertaining to fair housing and equal opportunity.

G. Environmental Review

1. Pursuant to 24 CFR § 92.352(b)(1), the County retains responsibility for environmental review, decision-making and action for purposes of fulfilling requirements of the National Environmental Policy Act (NEPA) for each activity carried out with HOME funds. The County may require the Agency to furnish data, information, and assistance for its review and assessment in order for the County to discharge its responsibilities, including determining whether the County must prepare an Environmental Impact Statement.

2. The Agency retains responsibility for fulfilling the requirements of the State Environmental Policy Act (SEPA) and regulations and ordinances adopted thereunder.

3. Performance by the Agency under this Agreement shall include satisfaction of all applicable requirements of the National and State Environmental Policy Acts. No funds may be committed to a HOME activity or project before completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58.

4. Contracting Requirements

    a. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1351 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the Agency shall enforce and cause or require to be inserted in full in all contracts and subcontracts, with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

        i. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency ("EPA") pursuant to 40 CFR § 15.20;

        ii. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. § 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1318), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements

specified in said Section 114, Section 308, and all regulations and guidelines issued thereunder;

iii. A stipulation that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities; and

iv. Agreement by the contractor that it will include or cause to be included the criteria and requirements referred to in this section in every non-exempt subcontract, and that it will take all appropriate actions to enforce these requirements.

b. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(l) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

H. Displacement; Relocation

The Agency shall comply with the displacement, relocation, and acquisition requirements under 24 CFR § 92.353 where applicable.

I. Lead-Based Paint

The Project shall be conducted and administered in compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M, and R, and with any and all applicable laws, regulations or standards hereafter enacted or issued with regard to lead-based paint.

J. Procurement Contracts

1. The Agency is subject to Federal procurement requirements contained in the applicable uniform administrative requirements as set forth at Exhibit A Section II-A of this Agreement.

2. Federal procurement requirements do not apply to the homeowners receiving rehabilitation loans made by the Agency or to the contractors hired by those homeowners.

K. Conflict of Interest

1. Conflict of Interest in Procurement

   a. Applicability

      In the procurement of supplies, equipment, construction, and services by the Agency, the conflict of interest provisions in 2 CFR § 200.318 shall apply. In all cases not governed by 2 CFR § 200.318, the provisions of 24 CFR § 92.356 and this section shall apply in addition to the provisions contained in the Basic Terms and Conditions agreement.

   b. Conflicts Prohibited

      No persons described in paragraph (c) of this section who exercise or who have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year after.

   c. Persons Covered

      The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Agency.

   d. Exceptions: Threshold Requirements

      Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that such an exception will serve to further the purposes of the HOME Program and the effective and efficient administration of the County's HOME activities. The County may submit to HUD for its consideration a request for an exception only after the Agency has provided to the County the following:

i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

ii. An opinion of the Agency's attorney that the interest for which the exception is sought would not violate state or local law.

The County will review the request of the Agency and will submit the request for an exception to HUD if the request meets the criteria listed above.

e. Factors to be Considered for Exceptions

The factors to be considered by the County in determining whether to submit an exception request shall be the same as those considered by HUD in determining whether to grant a requested exception and are contained at 24 CFR § 92.356(e).

2. Conflict of Interest in HOME-Assisted Housing

a. Applicability

No officer, employee, agent or consultant of the Agency may occupy any HOME-assisted unit.

b. Exceptions

Upon written request of the Agency, the County may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines the exception will serve to further the purposes of the HOME Program and the effective and efficient administration of the HOME-assisted project.

c. Factors to be Considered for Exceptions

The factors to be considered by the County in determining whether to grant a requested exception under paragraph (b) of this section are contained at 24 CFR § 92.356(f)(2).

L. Public Information

In all news releases and other public notices related to the Project funded under this HOME Agreement, the Agency shall include information identifying the source of funds as the Snohomish County HOME Investment Partnerships Program.

M. HOME Match Requirements

HOME matching contribution requirements of 24 CFR §§ 92.218–92.222 apply to HOME funds. HOME requires a Non-Federal match of 25% of total HOME funds expended. Match includes cash, assets, services, labor and other resources that are permanently contributed to the County's HOME Investment Trust fund and are not used as match for other Federal programs. The Project is expected to generate eligible match contributions but is not required to have a 25% match of HOME funds.

III. PROJECT REQUIREMENTS

The Agency will manage the Project so that the funding provided under this Agreement shall be in full compliance with the limitations contained in the HOME Regulations. The Agency will maintain records, which records shall be available for inspection by the County and HUD at the times and as provided in Section V-B-4 of Exhibit A hereof, demonstrating that assistance provided to each and every homeowner has been made in compliance with those limitations and the limitations described below.

A. Minimum and Maximum Per-Unit Subsidy Amounts

1. A minimum of $1,000 in HOME funds must be invested in each HOME-assisted housing unit.

2. The total amount of HOME funds invested on a per-unit basis may not exceed the per-unit dollar limits established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. § 17151(d)(3)(ii)) for elevator-type projects for the area in which the housing is located, or in the event that HUD approves an increase up to 240 percent of the original per unit limits for the area, may not exceed said HUD-approved limits. The County has provided the Agency with the current maximum per-unit subsidy limits for the Snohomish County area. HUD updates these maximum per-unit subsidy limits periodically and Snohomish County will provide updated limits to the Agency upon receipt of this information from the Seattle HUD Field Office.

B. Property Standards

1. The housing units rehabilitated with HOME funds under this Agreement must meet:

   a. The property standards contained in 24 CFR § 92.251 at the times required by that section; and

b. The lead-based paint requirements contained in 24 CFR § 92.355 upon project completion.

2. The housing units rehabilitated with HOME funds under this Agreement must also meet the Snohomish County Urban County Consortium Rehabilitation Standards for HOME-Funded Projects and Programs, dated February 26, 2014, incorporated herein by this reference, and as subsequently amended; the Agency's Community Housing Improvement Program (CHIP) Operating Procedures Manual approved by the County, dated October 2012, incorporated herein by this reference, as subsequently amended with notice provided to the County; and applicable state and local codes.

C. Eligible Project Costs

1. The HOME funds under this Agreement must be used to provide home rehabilitation loans to homeowners to assist with HOME-eligible housing rehabilitation costs. Costs eligible for these loans must be: (a) to meet the property standards contained in 24 CFR § 92.251, (b) to make essential improvements, including energy-related repairs or improvements, improvements necessary to permit use by persons with disabilities, and the abatement of lead-based paint hazards, as required by 24 CFR Part 35, or (c) for other eligible purposes as listed under 24 CFR § 92.206 (a) and (d). The loans will be made upon the terms set forth in Exhibit B.

2. The HOME funds under this Agreement may be used to pay the cost to refinance existing debt as part of the home rehabilitation loans only in accordance with the requirements of 24 CFR § 92.206(b) and only after the County has established refinancing guidelines and amended the Snohomish County Urban County Consortium 2015-2019 Consolidated Plan to state these requirements, as required by 24 CFR § 92.206(b)(2).

D. Qualification as Affordable Housing

1. Beneficiary Requirements

The housing assisted with HOME funds under this Agreement:

a. must be owned by a homeowner whose family qualifies as a "low-income family" as defined in 24 CFR § 92.2 (a family whose annual income does not exceed 80% of the area median income, adjusted for family size, as determined by HUD), either at the time of loan execution or as provided in 24 CFR § 92.203(d)(2); and

b. must be occupied by the family as its principal residence.

2. Income Determinations

The Agency will utilize the 24 CFR 5.609 (Section 8) definition for annual income to make income eligibility determinations for the HOME rehabilitation loans.

3. Eligible Property Types

a. Homes rehabilitated with HOME funds under this Agreement must be single family housing (1- to 4-unit dwelling, condominium unit, or equivalent form of ownership approved by HUD, all as defined as "homeownership" under 24 CFR § 92.2).

b. As required by 24 CFR § 92.254(c) and 24 CFR § 92.2, homeownership interest in housing units assisted with HOME funds under this Agreement must be evidenced by one of the following:

i. Fee simple title;

ii. Ninety-nine (99) year leasehold interest (at least 50 year lease on Indian trust or restricted Indian lands or a Community Land Trust);

iii. Manufactured housing with lease for a period at least equal to the applicable period of affordability in 24 CFR § 92.254;

iv. Inherited property with multiple owners for which title has been passed to several individuals by inheritance, but not all heirs reside in the housing, sharing ownership with other nonresident heirs, and the applicant owner-occupant qualifies as Low-Income, occupies the housing as his or her principal residence, and pays all the costs associated with ownership and maintenance of the housing (.e.g. mortgage, taxes, insurance, utilities;

v. Life estate where applicant occupant holds a life estate, has a right to live in the housing for the remainder of his or her life, does not pay rent, qualifies as Low-Income, and occupies the housing as his or her principal residence;

vi. Inter vivos trust (also known as a living trust) where trust holds legal title and beneficiary or beneficiaries hold equitable title, where trust is valid and enforceable, where each beneficiary has the legal right to occupy the property for the remainder of his or her life, and where all beneficiaries of the trust qualify as Low-Income and occupy the property as their principal residence; or

vii. Beneficiary deed which conveys an ownership interest in real property, including any debt secured by a lien on real property, to a grantee beneficiary designated by the owner that expressly states that the deed is effective on the death of the owner, where upon the death of the owner the grantee beneficiary receives ownership in the property subject to all conveyances, assignments, contracts, mortgages, deeds of trust, liens, security pledges and other encumbrances made by the owner to which the owner was subject during the owner's lifetime, and the applicant beneficiary occupant qualifies as Low-Income and occupies the property as his or her principal residence.

4. Maximum Property Value

As required by 24 CFR § 92.254, the housing assisted with HOME funds under this Agreement must have an estimated property value, after rehabilitation, for the type of single family housing, that does not exceed ninety-five percent (95%) of the median purchase price for the area. In compliance with 24 CFR § 92.254(b)(1), HUD establishes these limits based on Federal Housing Administration (FHA) data for existing housing in the area and other appropriate data. The County has provided the Agency with the current maximum after-rehabilitation property value limits for the Snohomish County area. HUD updates these limits periodically and the County will provide updated limits to the Agency upon receipt of this information from the Seattle HUD Field Office.

5. Property Location

The housing assisted with HOME Funds under this Agreement must be located within the corporate limits of the Agency and the Agency's Urban Growth Area.

E. Written Agreements with Homeowners

The Agency shall enter into written agreements with homeowners for the HOME-funded loans. Written agreements with homeowners shall meet the requirements of 24 CFR § 92.504, as applicable, and state the terms and conditions for repayment of the loans. The Agency will include in each homeowner agreement assisted with HOME funds under this Agreement:

1. The requirements found at 24 CFR § 92.504(c)(5)(ii) applicable to homeowner rehabilitation assistance; and

2. The reserved right of the County to inspect the rehabilitation records for the homes assisted with HOME funds. The rehabilitation loans shall be

made following the protocol established in the Agency's Community Housing Improvement Program (CHIP) Operating Procedures Manual.

IV. FISCAL MANAGEMENT

A. Eligible Costs

Disbursements shall be made to the Agency under this Agreement only for certain "eligible project costs," as that term is defined in 24 CFR § 92.206, and, if approved by the County, for certain "pre-award costs" pursuant to 24 CFR § 92.212. In no event, however, shall disbursement be made to the Agency for costs not included in the Project Budget attached as Exhibit C to this Agreement.

No expenditure of HOME funds shall be made for "prohibited activities," as that term is defined in 24 CFR § 92.214.

B. Payment and Disbursements

The Agency may not request disbursement of funds under this Agreement until the funds are needed for the payment of eligible Project costs. The amount of each request shall be limited to the amount needed. Program Income (as that term is defined in Section IV-F-1 of Exhibit A hereof) must be disbursed before the Agency requests funds from the County.

Disbursements by the County pursuant to this Agreement shall be on a reimbursement basis, covering Project obligations incurred by the Agency. These funds shall be managed through the County's HOME Investment Trust Fund account (the "HOME Investment Fund") utilizing the Integrated Disbursement and Information System ("IDIS") described in 24 CFR § 92.502, in the following manner:

1. The Agency's Project staff shall prepare and submit to the County within the time required by 24 CFR § 92.502(b) a Homeowner Rehab Set-Up and Completion Form (attached hereto as **Exhibit D** and incorporated herein by this reference) and a Homeowner Rehab Activity Commitment Certification (attached hereto as **Exhibit E** and incorporated herein by this reference) with all documentation needed to complete activity set-up for each individual approved HOME-assisted rehabilitation loan activity.

2. The Agency's Project staff shall prepare a Request for Reimbursement/Actual Expenditure Report (attached hereto as **Exhibit F** and incorporated herein by this reference), together with a Report of Actual Expenditures (attached hereto as **Exhibit G** and incorporated herein by this reference), supported by copies of vouchers, invoices,

salary and wage summaries, or other documentation, and submit them to the County with adequate notice to allow processing by the County.

3. Each Request for Reimbursement/Actual Expenditure Report shall be submitted by the Agency only for funds needed for payment of eligible Project costs and payment will be limited to the amount so needed.

4. A check will be drawn by the County for Project needs within fifteen (15) calendar days of receiving the requested HUD funds from the U.S. Treasury and will be promptly forwarded to the Agency for disbursal.

5. Disbursements shall be limited to the amounts needed for allowable Project costs.

6. Disbursements will not occur, and payments may be withheld, unless the Agency provides proper documentation for the reimbursement requests. In addition, the County reserves the right to withhold payments pending delivery of Project reports or other documents as may be required under this Agreement.

C. Budget Revisions and Other Adjustments

In additions to the provisions contained in the Basic Terms and Conditions, the County reserves the right to reduce the amount of the Project Budget established by this Agreement if the Agency is not undertaking the Project activity at a level consistent with the terms and conditions, including but not limited to Exhibit B, of this Agreement. All disbursements under this Agreement shall be subject to audit and recovery of disallowed costs.

D. Repayment of HOME Funds

1. The Agency shall return or transfer to the County, as the case may be, all undisbursed HOME funds and Program Income not otherwise committed for pending loans upon the occurrence of any of the following events:

   a. The Project terminates before completion, voluntarily or involuntarily; or

   b. The Agency's Community Housing Improvement Program or the Agency itself ceases to exist; or

   c. This Agreement between the County and the Agency is terminated.

2. To the extent there are pending loans to be made at the time of any such occurrence, the Agency shall either make the pending loans and

subsequently transfer the loans to the County, or notify the County that it will transfer to the County the full balance of such funds so that the County may close the pending loans.

3. The Agency shall return or repay to the County all HOME funds disbursed to it under this Agreement upon the occurrence of any of the following events:

   a. The housing in which HOME funds are invested does not meet the post-rehabilitation actual value specified in 24 CFR § 92.254(b)(1), PROVIDED, HOWEVER, that the Agency need only return or repay HOME funds attributable to the particular housing not meeting such affordability requirements; or

   b. The Agency has received HOME funds pursuant to this Agreement to pay or reimburse it for activities subsequently found to be ineligible for funding, PROVIDED, HOWEVER, that the Agency need only return or repay HOME funds attributable to the ineligible activity;

   c. The HOME funds disbursed by the County are not used in accordance with HOME Program requirements and this Agreement, PROVIDED, that the Agency need only return or repay HOME funds attributable to activities not undertaken in accordance with HOME Program requirements or this Agreement.

   d. If overpayments are made solely to the extent of the overpayment.

   Any HOME funds to be returned or repaid to the County must be repaid to the County's HOME Fund local account.

E. Reversion of Assets

All unexpended funds authorized by the Project Budget (Exhibit C) upon closeout of the Agreement shall revert to the Snohomish County HOME Program. The Agency shall, upon expiration or termination of this HOME Agreement, transfer to the County:

1. Any HOME funds and Program Income on hand at the time of such expiration or termination; and

2. Its rights in any accounts receivable attributable to the use of HOME funds.

F. Program Income

1. Program Income is gross income, revenues and receipts of the Agency derived from activities assisted with HOME funds under this Agreement, and is fully defined at 24 CFR § 92.2. Subject to provisions in the following paragraphs (2) through (5), all Program Income derived from activities assisted with HOME funds provided under this Agreement may be retained by the Agency if it is used exclusively for additional HOME projects allowed under, and subject to the terms of, this Agreement. Any such Program Income which the Agency elects not to retain for such use shall be remitted to the County.

2. All HOME Program Income received by the Agency from this Project shall be deposited in a single, separate HOME Program Income account ("the Agency account"). The Agency shall record and maintain cumulative records of the original source (the HOME project) of each deposit to the Agency account, and the HOME project receiving each disbursement from the Agency account. Any balance on hand in the Agency account must be disbursed for eligible costs under any HOME project of the Agency before the Agency may withdraw HOME funds from the County for this or any other HOME project. When this operation results in an unintended transfer of funding resources from one program or project to another, the Agency may request the County to execute compensating, offsetting amendments to the respective HOME award amounts, if the respective HOME agreements have not been terminated or closed. If the respective HOME agreements have been terminated or closed, the Agency may remit Program Income to the County and request that the County execute a corresponding new award.

3. The Agency shall submit the HOME Monthly Program Income Report, in the form of **Exhibit H** of program income receipts to and disbursements from the Contractor account. The Agency shall also maintain records sufficient to allow it to estimate, as accurately as is feasible, the total amount of HOME Program Income that will be received from all of the Agency's HOME-assisted activities during the next ensuing July 1 to June 30 twelve-month period, and shall report that estimated amount to the County by February 1 of current July 1 to June 30 twelve-month period.

4. Upon termination or expiration of this Agreement, as provided in Section I-F of Exhibit A hereof or the Basic Terms and Conditions Agreement, the Agency shall remit to the County the balance of Program Income on hand, and assign and convey to the County title to all Program Income receivables. Thereafter the Agency shall remit to the County any Program Income amounts received for so long as the County continues to be a

Participating Jurisdiction (as defined at 24 CFR Part 92) in the HOME Program.

5. If the County ceases to be a Participating Jurisdiction before the end of the term of this Agreement, the Agency shall at that time remit to the County any on-hand Program Income comprised of HOME funds which were repaid during the term of this Agreement. The County in turn shall remit such funds to HUD. Thereafter, all future Program Income from repaid HOME funds made during the term of this Agreement shall be immediately remitted to the County, in perpetuity, and the County shall remit such funds to HUD.

V. RECORDS AND REPORTS

The Agency agrees to maintain the following records and submit the following reports in order to assist the County in meeting its recordkeeping and reporting requirements:

A. Records

Records under this Agreement shall be retained for the applicable periods required by 24 CFR § 92.508(c).

The Agency agrees to generate and maintain sufficient records to enable the County to determine whether the Agency has met the requirements of this Agreement, which records shall include the following:

1. Program records for each loan showing the sources and the uses of the funds and documenting homeowners assisted, homeowners' income, homeowners' ownership of units assisted, homeowners' occupancy of units assisted as principal residence, property type, property location, and written loan agreements meeting the requirements of Section III-D of this Agreement and 24 CFR § 92.504.

2. Financial management records in the form of separate accounts, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature and all services performed under this Agreement;

3. Records that demonstrate that the HOME-assisted properties in the Project meet the property standards contained in 24 CFR § 92.251;

4. Records that demonstrate a minimum investment of $1,000 in HOME funds for each unit rehabilitated and that demonstrate compliance with the requirements of 24 CFR § 92.254(b)(1) that the post-rehabilitation value of

the property does not exceed 95% of the median purchase price for the area, such records also to demonstrate how the value was determined;

5. Equal Opportunity and fair housing records containing:

   a. Data, as required by 24 CFR § 92.508(a)(7)(i)(A), on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds; and

   b. Documentation and data on the steps taken to implement the County's outreach programs to minority-owned and female-owned businesses, including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME funds; the amount of contract or subcontract, and documentation of the Agency's affirmative steps to assure that minority businesses and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services;

   c. Documentation, as required by 24 CFR § 92.508(a)(7)(i)(C), of the actions the Agency has taken to affirmatively further fair housing;

6. Records which demonstrate compliance with environmental review requirements contained in 24 CFR § 92.352;

7. Records which demonstrate compliance with the requirements of 49 CFR Part 24 and 24 CFR § 92.353 regarding displacement, relocation and real property acquisition;

8. Records demonstrating that each project meets the lead-based paint requirements of 24 CFR § 92.355 and of 24 CFR Part 35, subparts A, B, J, K, M and R;

9. Records supporting requests for waivers of, and exceptions to, the conflict of interest prohibitions contained in 24 CFR § 84.42 and 24 CFR § 92.356 and in Section II-L of this Agreement;

10. Records demonstrating compliance with 24 CFR Part 58, including but not limited to flood insurance requirements, as applicable; and

11. Records that demonstrate compliance with the insurance requirements provided in Section VII-A of this Agreement for the term of this Agreement as provided in Section I-D hereof.

B. Reports; Inspections

The Agency agrees to submit to the County such reports as the County requests pursuant to the requirements of state or Federal law. As a minimum, the Agency shall submit, in a format prescribed by the County, the following:

1. Homeowner Rehab Set Up and Completion Form

   The Agency agrees to submit to the County a Homeowner Rehab Set Up and Completion Form (**Exhibit D**) with all documentation needed for activity completion within thirty (30) days of completion of each individual HOME-assisted home rehabilitation loan activity.

2. Other Reporting Requirements

   a. The Agency agrees to submit to the County monthly the HOME Program Income Monthly Report (**Exhibit H**) or similar form with the same information.

   b. The Agency agrees to submit to the County, thirty (30) days after the end of each quarter, the HOME Owner-Occupied Housing Rehabilitation Loan Programs Quarterly Report (**Exhibit I**).

   c. The Agency shall submit an annual audit which includes this Project, certified by the State Auditor, to the County within twelve (12) months after the end of its fiscal year.

   d. If requested by the County, the Agency will submit to the County prior to the disbursement of funds certified copies of:

      i. Its Equal Opportunity and Fair Housing marketing plan;

      ii. Records demonstrating that the units meet or will meet all applicable property standards;

      iii. Certification that no layering of federal funds has occurred or will occur;

      iv. A conflict of interest statement;

v. Evidence of flood insurance, if applicable; and

vi. Evidence that neither the Agency nor any contractor, subcontractor, agent, representative, or consultant working on the Project is debarred or suspended from participation in federal programs.

e. Each such report shall be subject to the approval of the County.

3. The County may request any other information that it deems necessary to monitor compliance with the requirements set forth in this Agreement. Such information shall be provided promptly by the Agency.

4. At any time during the term of this Agreement, the County or its designee may inspect all accounting and other records pertaining to the HOME assistance activities and operation of the Project. Upon request by the County, the Agency shall notify homeowners of upcoming inspections of their records in order to ensure compliance with HOME Program rules pertaining to property standards as contained at 24 CFR § 92.251 and 24 CFR § 92.355 and in accordance with state law. The Contractor shall include in its written agreements with homeowners the reserved right of the County to inspect the records of homes rehabilitated with HOME loans made with funds provided under this Agreement.

VI. GOVERNING LAW AND VENUE STIPULATION

Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereof, shall be instituted and maintained only in any of the courts of competent jurisdiction at Everett in Snohomish County, unless the County determines a deferral forum is appropriate to the issue raised.

VII. MISCELLANEOUS PROVISIONS

A. Insurance

1. The County recognizes the Agency is self-insured. Prior to the execution of this Agreement, the Contractor shall provide to the County a signed and dated letter of self-insurance.

2. This HOME Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (Pub. L. No. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes, as defined under Section 3(a) of said act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section

201(d) of said act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said act. The Agency shall ensure that flood insurance coverage for affected property is maintained for the mandatory period.

B. Relationship of the Parties

The parties intend that an independent contractor/county relationship will be created by this Agreement. Except to the extent specific Agency performance is required by this Agreement or by applicable provisions of law, the County is interested only in the results to be achieved and the implementation of services will lie solely with the Agency. No agent, officer, employee, servant or representative of the Agency shall be deemed to be an agent, officer, employee, servant or representative of the County for any purpose, and none of the Agency's employees shall be entitled to any benefits or rights enjoyed by employees of the County. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, contractors and subcontractors during the performance of this Agreement. Neither party shall have the power to bind or obligate the other party except as set forth in this Agreement. No joint venture is being undertaken as a result of this Agreement and the parties are not general partners. Nothing herein shall be construed as reserving to the County the right to control the Agency's business.

C. Severability

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be invalid or void, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall remain in full force and effect and shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statute or ordinance of the United States, the state of Washington, or Snohomish County, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

D. Entire Agreement – Modification

This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior discussions and

understandings between them. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the parties hereto. The County and the Agency agree that this Agreement shall be modified if necessary to achieve compliance with HUD requirements.

E. Notices

Written notices and other written communications by and between the parties hereto shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, and shall be deemed given when so delivered or received. All notices shall be addressed as follows:

County:	Agency:
Snohomish County Human Services Department – OHCD 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201	Rebecca McCrary Housing & Community Development Program Manager City of Everett Planning Department 2930 Wetmore Avenue, Suite 8A Everett, WA 98201

Either party may change the address to which notices shall be sent by notice to the other party in the manner and with the effect set forth in this Section VII-E.

F. Gender

The use of the plural in this Agreement shall include the singular and the singular shall include the plural; and the use of one gender shall be deemed to include either gender.

G. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Agreement.

H. Time of the Essence

Time is of the essence in the performance of each party's obligations under this Agreement. Each party will carry out its obligations under this Agreement diligently and in good faith.

EXHIBIT B

STATEMENT OF WORK

EVERETT – COMMUNITY HOUSING IMPROVEMENT PROGRAM

I. PROJECT DESCRIPTION

The Agency operates the Everett- Community Housing Improvement Program ("CHIP"). Pursuant to this Agreement, under its CHIP program, the Agency will provide HOME-assisted low-interest loans to low-income homeowners to rehabilitate their homes within the corporate limits of the Agency and the Agency's Urban Growth Area. The purpose of the program is to assist low-income homeowners to remain in their homes and to help maintain the current affordable housing stock in decent, safe, and sanitary condition.

II. SERVICES PROVIDED

A. The proceeds of the subgrant under this Agreement will be used to provide home rehabilitation loans under the Agency's CHIP program in accordance with the provisions of this Agreement, including but not limited to, the project requirements in Section III of Exhibit A and this Exhibit B.

B. The HOME loans provided will be in the form of deferred payment non-amortizing home rehabilitation loans for terms of fifteen to twenty-five years that accrue at three percent per annum simple interest. Loan amounts typically range between $2,500 and $100,000, with an estimated average loan of $45,000. Loan terms and payments shall be as set forth in the Agency's Community Housing Improvement Program Operating Procedures Manual, dated October 2012, and as subsequently amended with notice provided to the County.

C. To carry out the Project, the Agency shall maintain a technical staffing function which provides direct program support. This technical staffing function shall include HOME eligibility determination, inspection of homes to identify critical health and safety deficiencies and other needed rehabilitation work, preparation of work write ups, assisting homeowners in soliciting general and trade contractors, oversight of construction progress, ensuring work is performed to required property standards, and completing loan underwriting and debt service functions.

III. PROGRAM GOALS

A. A total of nine homes are estimated to be rehabilitated, pursuant to the subgrant made under this Agreement and estimated HOME Program Income to be available, at an estimated average cost of $45,000 per home. Actual

number of homes rehabilitated may vary depending on the actual cost of each loan and the actual amount of HOME Program Income available.

B. Estimated Schedule

Activity	#Units	Time Period
Loans Committed	2	August 2016 – December 2016
Loans Committed	3	January 2017 – June 2017
Loans Committed	2	July 2017 – December 2017
Loans Committed	2	January 2018 – June 2018

This is an estimated loan activity schedule. Notwithstanding the foregoing schedule, the deadlines for committing and expending the HOME funds set forth in Section I-B of Exhibit A to this Agreement are as outlined in Section 1-E and Section 1-F of Exhibit A to this Agreement.

SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT

EXHIBIT C

APPROVED CONTRACT BUDGET
COST REIMBURSEMENT

PROJECT TITLE: Everett – Community Housing Improvement Program

AGENCY: City of Everett

ADDRESS: 2930 Wetmore Avenue Suite 8A, Everett, WA 98201

CONTRACT PERIOD: In accordance with Exhibit A, Section 1-E and Section 1-F

REVENUE SOURCES:
FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	AMOUNT
Federal 2016 HOME (Snohomish County) : CFDA# 14.239 HOME Investments Partnerships Program	$309,010

TOTAL FUNDS AWARDED: $309,010

NON-FEDERAL MATCHING RESOURCES:

TOTAL NON-FEDERAL RESOURCES:

MATCH REQUIREMENTS FOR CONTRACT: PERCENTAGE: AMOUNT:

OTHER PROGRAM RESOURCES (Identify):

SOURCE	PERIOD	AMOUNT
Other Federal		
Estimated HOME Program Income	8/15/2016-8/31/2018	$100,000
State/Local		
	TOTAL OTHER RESOURCES	$100,000

SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT

EXPENDITURES

BARS #	CATEGORY	FUND SOURCE: 2016 HOME FUNDS	FUND SOURCE:	MATCHING RESOURCES	TOTAL	OTHER RESOURCES: Estimated HOME PROGRAM INCOME
10	Salaries/Wages					
20	Benefits					
30	Supplies					
41	Prof. Services					
42	Postage					
42	Telephone					
43	Mileage/Fares					
43	Meals					
43	Lodging					
44	Advertising					
45	Leases/Rentals					
46	Insurance					
47	Utilities					
48	Repairs/Maint.					
49	Printing					
49	Dues/Subscript.					
49	Registr/Tuition					
64	Machinery/Equip					
	Rehab Loans	$309,010			$309,010	$100,000
	TOTAL	$309,010			$309,010	$100,000

SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT

EXPENDITURE NARRATIVE

AMOUNT	TYPE OF EXPENDITURE: i.e. Salaries: 40% Program person, etc. Benefits: FICA, MEDICAL, etc. Communications: Postage, Telephone, etc.
	See Page 2.

SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT

DETAIL SALARIES/WAGES

POSITION	FT/PT	% OF TIME TO FUND	FUND	TOTAL MONTHLY	MONTHLY CHG TO FUND	TOTAL CHG TO FUND
Not Applicable						

EXHIBIT D

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Homeowner Rehab Set Up and Completion Form
HOME Program (For single and multi-address activities)

Check the appropriate box: ☐ Original Submission ☐ Change Owner's Address ☐ Ownership Transfer ☐ Revision	Name and Phone Number of Person Completing Form:

A. General Information

1. Name of Participant:	2. IDIS Activity ID Number:	3. Activity Name:

Set Up Activity:

B. Objective and Outcome.

1. Objective (enter code): ____ (1) Create suitable living environment (2) Provide decent affordable housing (3) Create economic opportunities	2. Outcome (enter code): ____ (1) Availability/accessibility (2) Affordability (3) Sustainability

C. Special Characteristics.

1. Activity Location Type "Y" next to any that apply (1) ___ CDBG Strategy Area (2) ___ Local target area (3) ___ Presidentially declared major disaster area residential use (4) ___ Historic preservation area (5) ___ Brownfield redevelopment area (6) ___ Conversion of nonresidential to (7) ___Colonia (for AZ, CA, NM, TX)	2. Will this activity be carried out by a faith-based organization (Y/N)?

D. Activity Information.

1. Homebuyer's Name (option):		2. Street:		
3. City:	4. State:	5. Zip Code:	6. County Code:	Activity Estimates: 7. HOME Units: 8. HOME Cost: $
10. Multi-Address (Y/N)?	11. Loan Guarantee (Y/N)?			

E. Contractor. (For multi-address activities only)

1. Contractor Type (Enter code): ____ (1) Individual (2) Partnership (3) Corporation (4) Not-for-Profit (5) Publicly Owned (6) Other	2. Contractor's Name:		
	3. Contractor's Street Address:		
	4. City:	5. State:	6. Zip Code:

Complete Homeowner Rehab Activity:

2. Property Type (enter code): ____ (1) 1-4 Single Family (2) Condominium (3) Cooperative (4) Manufactured Home	(5) Completed Units: Total number: _____ HOME assisted: _____

F. Units.

1. Of the Completed Units, the number:	Total	HOME-assisted
Meeting Energy Star standards:	_____	_____
504-accessible:	_____	_____

G. Property Address. (For multi-address activities)

1. Homeowner's Name (optional):		2. Homeowner's Street Address:	
3. City:	4. State:	5. Zip Code:	6. County Code:

H. Cost.

Purchase Price: _____

Value After Rehab $ _____

1. HOME Funds (Including Program Income)

(1) Amortized Loan	$	
(2) Grant	$	
(3) Deferred Payment Loan (DPL)	$	
(4) Other	$	
Total HOME Funds		$

2. Public Funds

(1) Other Federal Funds	$	
(2) State/Local Funds	$	
(3) Tax Exempt Bond Proceeds	$	
Total Public Funds		$

3. Private Funds

(1) Private Loans	$	
(2) Owner Cash Contribution	$	
(3) Private Grants	$	
Total Private Funds		$
4. **Activity Total or Total Address**		$

I. Beneficiaries. (Refer to code below where applicable)

Unit #	# of Bdrms	Occupant	Household % Med	Household Hispanic ? Y/N	Household Race	Household Size	Household Type	Assistance Type	Total Monthly Rent

J. Lead Paint

(1) Applicable Lead Paint Requirement: *(Please select one)*

- O Housing constructed before 1978 ***(If you check this box please see question #2)***
- O Exempt: Housing constructed 1978 or later
- O Otherwise Exempt

(2) Lead Hazard Remediation Actions ***(Only if Housing was constructed before 1978)***

- O Lead Safe Work Practices (24 CFR 35.930 (b))
- O Interim Controls or Standard Practices (24 CFR 35.930 (c))
- O Abatement (24 CFR 35.930 (d))

FHA Insured (Y/N)?

# of Bdrms
0 – SRO/Efficiency
1 – 1 bedroom
2 – 2 bedrooms
3 – 3 bedrooms
4 – 4 bedrooms
5 – 5 or more bedrooms

Occupant
1 – Tenant
2 – Owner
9 – Vacant Unit

Household % of Med
1 – 0 to 30%
2 – 30+ to 50%
3 – 50+ to 60%
4 – 60+ to 80%

Household Race
11 – White
12 – Black or African American
13 – Asian
14 – American Indian or Alaska Native
15 – Native Hawaiian or Other Pacific Islander
16 – American Indian or Alaska Native & White
17 – Asian & White
18 – Black or African American & White
19 – American Indian or Alaska Native & Black or African American
20 – Other Multi Racial

Assistance Type
1 – Section 8
2 – HOME TBRA
3 – Other federal, state or local assistance
4 – No assistance

Household Size
1 – 1 person
2 – 2 persons
3 – 3 persons
4 – 4 persons
5 – 5 persons
6 – 6 persons
7 – 7 persons
8 – 8 or more persons

Household Type
1 – Single, non-elderly
2 – Elderly
3 – Single parent
4 – Two parents
5 – Other

Instruction for Completing the Homebuyer Set-up and Completion Report
HOME Program

Read the instructions for each item carefully before completing the form.

Applicability. The purpose of this report is to assist with the collection of information to be entered into IDIS. This report is to be completed for each homeowner rehabilitation activity assisted with HOME funds.

Timing. This report form is used to setup an activity in IDIS so that funds may be drawn down and to complete the activity so that the HOME Program reporting requirements are met.

A. General Information.

1. **Name of Participant.** Enter the name of the participating jurisdiction or the agency administering the homeowner rehab activity.
2. **IDIS Activity ID Number.** Enter the activity number assigned by IDIS.
3. **Activity Name.** Enter the name that the grantee or sub-grantee has designated to the activity.

Set Up Activity

B. Objective and Outcome

Objective. Enter the code of the objective that best describes the purpose of the activity. If a code is not entered in IDIS, the systems will default the answer to "2" – Decent affordable housing.

1. **Suitable living environments.** Applies to activities that benefit communities, families, or individuals by addressing issues in their living environment.
2. **Decent affordable housing.** Applies to housing activities that meet individual family or community needs. This objective should not be used for activities where housing is an element of a larger effort.
3. **Creating economic opportunities.** Applies to activities related to economic development, commercial revitalization, and job creation.

Outcome. Enter code of the outcome that best describes the benefits resulting from the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Affordability.

1. **Availability/accessibility.** Applies to activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not refer only to physical barriers.
2. **Affordability.** Applies to activities that provide affordability in a variety of ways. It can include the creation or maintenance of affordable housing, basic infrastructure hookups, or services such as transportation or day care.
3. **Sustainability.** Applies to activities that promote livable or viable communities and neighborhoods by providing services or by removing slums or blighted areas.

C. Special Characteristics

1. **Activity Location.** Type "Y" next to any that apply. IDIS will default the answer to "N" if an answer is not typed in the field.
   (1) CDBG strategy area is defined as HUD-approved neighborhood or Community Revitalization strategy Area (NRSA or CRSA), identified in the grantee's Consolidated/Annual Action Plan under Section 91.215 (e) or Section 91.315(e)(2).
   (2) Local target area is defined as a locally designated non-CDBG strategy area targeted for assistance.
   (3) Presidentially declared major strategy area is defined as an area declared a major disaster under subchapter IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
   (4) Historic Preservation Area is defined as an area designated for historic preservation by local, state, or federal officials.
   (5) Brownfield redevelopment area is defined as an abandoned, idle, or underused property where expansion or redevelopment is complicated by real or potential environmental contamination.
   (6) Conversion from non-residential or residential use is self explanatory. An example is converting an old warehouse into rental units or condominiums.
   (7) Colonia is defined as a rural community or neighborhood located within 150 miles of the U.S.-Mexican border that lacks adequate infrastructure and frequently also lacks other basic services. This field only applies to activities located in the states of Arizona, California, New Mexico, and Texas.
2. **Faith-Based Organization.** Will this activity be carried out by a faith-based organization (Y/N)? Enter "Y" if it is known or if the organization declares itself to be a faith-based organization. If not, enter "N". Note: IDIS will enter the default answer of "N" if an answer is not typed in the field.

D. Activity Information

1. **Homeowner's Name** (optional). Enter the name of homeowner. For multi address activities the name of the development can be entered.
3. **Street.** Self explanatory. For multi address activities enter a general description of the project location.
4. **City.** Self explanatory.
5. **State.** Self explanatory.
6. **Zip code.** Self explanatory.
7. **County code.** Enter the county name or code. IDIS provides help to select the appropriate code.
8. **Activity Estimates. HOME Units.** Enter the estimated total number of units (upon completion) that will receive HOME assistance.
9. **Activity Estimated HOME cost.** Enter the total amount of HOME funds requested for the activity.
10. **Multi-Address (Y/N)?** If the activity consists of more than one home, enter "Y" so that costs and beneficiary information can be reported for each address at completion.
11. **Loan Guarantee? Y/N.** Enter Yes or No to indicate whether this activity is supported by a loan guarantee.

E. Contractor Information. (For multi-address activities only.)

1. **Contractor Type.** (Enter code.)
   (1) Individual
   (2) Partnership
   (3) Corporation
   (4) Not-for-Profit
   (5) Publicly Owned
   (6) Other
2. **Contractor's Name.** Enter the name of the developer.

3.,4., 5., and 6. **Contractor's Street Address, City, State, and Zip Code.**
Self-explanatory.

Complete Homeowner Rehab Activity

1. **Property Type.** Enter code to indicate the type of property assisted:
   (1) 1-4 Single Family
   (2) Condominium
   (3) Cooperative
   (4) Manufactured
2. **Completed Units: Total Number: HOME Assisted:** Enter the total number of completed units and the told number of HOME Assisted units.

F. Units

1. **Of the units completed, the number:**
   Total and Home-Assisted Meeting Energy Star Standards. Enter the total number of completed units that meet Energy Star standards and the number of HOME-Assisted units that meet Energy Star standards.

   Energy Star applies to substantial rehabilitation. It is a system for achieving and verifying a level of building performance with respect to energy efficiency. The performance level is certified by third party contractors. See www.energystar.gov for more information.

   Total and HOME Assisted 504 accessible. Enter the total number of completed units and completed HOME assisted units that are 504 accessible.

   Note: IDIS will default the answers to zero if units are not entered in these fields.

2. **PJ Imposed period of affordability.** Homeowner rehab activities do not have a statutory or regulatory minimum period of affordability. If you are imposing a period of affordability enter the number of years here. To indicate a period of affordability in perpetuity enter "99."

G. Property Address

1. **Homeowner's Name.** (Optional)
2. -6. **Homeowner's Street Address, City, State, Zip Code and County Code.** Self-explanatory.

H. Costs

Include all HOME funds used for the activity and all other funds (public and private). *Do not double count.* If private funds are used for construction financing and those funds are later replaced by permanent financing and those funds are later replaced by permanent financing, *do not report both.* Report all HOME funds expended on the activity. *(Note: Federal regulations specifically prohibit paying back HOME funds with HOME funds.)* For funds other than HOME, to the extent a choice must be made to avoid double counting, report permanent financing rather than construction financing. The total amount of HOME funds reported in the block titled "Total HOME funds" (item (1) must equal the total amount disbursed through IDIS for this activity.

Value After Rehab. Enter the dollar value of the property. The dollar value is the appraised value of the property before rehabilitation plus the total rehabilitation cost (i.e. all materials, supplies and labor costs directly related to the rehabilitation of the property).

1. **HOME Funds (Including Program Income).**
   (1) **Amortized Loan.** Enter the amount of HOME funds provided for this activity in the form of an amortized loan. If there are multiple loans, enter the interest rate and term of the largest loan.
   (2) **Grant.** Enter the amount of HOME funds provided without any repayment requirements. (**Note**: A grant may be used to reduce the principal amount borrowed, a principal reduction payment, or the effective interest rate, an interest subsidy payment, on a privately originated loan.)
   (3) **Deferred Payment Loan (DPL).** Enter the amount of HOME funds provided through loans where payment of principal and interest is deferred until a future time and enter the interest rate and amortization period, if any. A DPL is sometimes called a conditional grant (e.g., repayment is required when the property is sold, or is forgiven if the owner does not sell the property for a specified number of years or repayment of principal and interest starts after the bank loan is repaid.)
   (4) **Other.** Enter the total amount of HOME funds provided for subsidy funding that is other than the type of loan/grant assistance identified in the above items listed in (1) through (3).

   Total HOME Funds. Enter the total of items (1) through(4) as the amount of HOME funds expended.
2. **Public Funds.**
   (1) **Other Federal Funds.** Exclude any HOME funds expended.
   (2) **State/Local Funds.**
   (3) **Tax Exempt Bond Proceeds.** Report funds used for development costs only.

   Total Public Funds. Enter the total of items (1) through (3) as the amount of Public Funds expended.
3. **Private Funds.**
   (1) **Private Loans.** Enter the amount of all of the costs that have been paid with funds obtained from private financial institutions, such as banks, savings and loans, and credit unions, and enter the interest rate and amortization period of the loan. If there are multiple loans, enter the interest rate and term of the largest loan. **(Do not double count.)**
   (2) **Owner Cash Contribution.** Enter the amount of all cash contributions provided by the homebuyer.
   (3) **Private Grants.** Enter the amount of cash contributions provided by private organizations, foundations, donors, etc.

   Total Private Funds. Enter the total of items (1) through (3) as the amount of Private Funds expended.
4. **Activity Total or Total Address.** Enter the sum of totals for HOME funds, Public funds and Private funds.

I. Beneficiaries.

Complete one line for the head of household of each residential unit that is receiving homebuyer assistance from the HOME Program.

Unit Number. Enter the unit number of each unit that will receive HOME assistance.

Number of Bedrooms. Enter 0 for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

Occupant. For homebuyer activities, one unit must be owner occupied. If there are tenant occupied units, enter 1 for tenant or 9 for vacant.

Percent of Area Median Income. For each occupied residential unit, enter one code only based on the following definitions:

1. **0 – 30 Percent of Area Median Income** refers to a household whose annual income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

2. **30+ - 50 Percent of Area Median Income** refers to a household whose annual income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50+ - 60 Percent of Area Median Income** refers to a household whose annual income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
4. **60+ - 80 Percent of Area Median Income** refers to a household whose annual income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Hispanic? Y/N. For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or Latino or "N" if the head of household is not Hispanic nor Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Race of Head of Household. For each occupied residential unit, enter one code only based on the following definitions:
11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black/African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.
14. **American Indian/Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian/Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian/Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black/African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian/Alaska Native & Black/African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Household Size. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7 or 8 or more persons (for households of more than 8, enter 8).

Household Type. For each residential unit, enter one code only based on the following definitions:
1. **Single, Non-elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Two Parents.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Assistance Type. For rented units, enter one code only to indicate the type of assistance, if any, being provided to the tenant.
1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME TBRA.** Tenants receiving HOME tenant-based rental assistance.
3. **Other federal, state or local assistance.** Tenants receiving rental assistance through other federal, state or local rental assistance programs.
4. **No assistance.** Self-explanatory.

Total Monthly Rent. For rented units, enter one code only to indicate the type of assistance, if any, being provided to the tenant.
1. **Section 8.** Tenant receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME TBRA.** Tenants receiving HOME tenant-based rental assistance.
3. **Other federal, state or local assistance.** Tenants receiving rental assistance through other federal, state or local rental assistance programs.
4. **No assistance.** Self-explanatory.

Total Monthly Rent. For renters, enter the total monthly rent (tenant contribution plus subsidy amount).

FHA Insured (Y/N)? Enter "Y" for Yes and "N" for No to indicate whether the property's mortgage is insured by the FHA.

EXHIBIT E

HOME HOMEOWNER REHAB ACTIVITY COMMITMENT CERTIFICATION

Date: _____

Agency: City of Everett

Project: Everett - Community Housing Improvement Program

Contract #: HCS-16-42-1601-198

Homeowner: _____

1. ☐ The Agency has fully executed a written agreement with the homeowner that meets the requirements of the regulations applicable to the IDIS homeowner rehabilitation activity for which the funds are to be used.

2. ☐ The IDIS homeowner rehabilitation activity for which the funds are to be used meets the definition of commitment and all the requirements of the definition of commitment pursuant to regulations applicable to the IDIS activity.

3. ☐ The HOME-funded rehabilitation loan for this IDIS activity is a non-amortizing loan.

I certify that the statements and claims made herein are true and correct, and the identified requirements for the referenced project have been completed.

Date Homeowner Rehabilitation Loan Executed: _____

_____

Agency Project Staff Signature

EXHIBIT F

REQUEST FOR REIMBURSEMENT/REPORT OF ACTUAL EXPENDITURES

Date: _____

Project Title: **Everett – Community Housing Improvement Program**

Contract #: **HCS-16-42-1601-198**

Contracting Organization/Agency: **City of Everett**

Report Period: _____

Amount of Request: _____

CERTFICATIONS:

I, the undersigned, do hereby certify under penalty of perjury:

1. That I am duly authorized to submit this claim for reimbursement and report of actual expenditures on behalf of the above Agency;
2. That the enclosed Report of Actual Expenditures and documentation accurately reflects materials furnished, services rendered, and/or labor performed in furtherance of the above project;
3. That payment has been made or is currently due or obligated for such materials, services and/or labor; and
4. That the materials, services, and/or labor for which reimbursement from HOME funds is requested by this document have not and will not be paid for or reimbursed by any other agency, corporation, partnership, firm or individual, OTHER THAN the Agency, its officers, agents, and/or employees.

_____
(Signature)

_____
(Typed Name)

_____
(Position)

Office Use Only:

Program _____
FY _____
Obj#
Date Posted _____
% Complete _____
CY _____

Compliance

☐ Authorized Signature ☐ Within Budget
☐ Allowable/Eligible Cost ☐ Meets Contract Terms

HSSII: _____ Date _____

EXHIBIT G

REPORT OF ACTUAL EXPENDITURES

BARS #	CATEGORY	FUND SOURCE: 2016 HOME FUNDS	FUND SOURCE:	MATCHING FUNDS	TOTAL	OTHER RESOURCES: HOME PROGRAM INCOME
10	Salaries/Wages					
20	Benefits					
30	Supplies					
41	Prof. Services					
42	Postage					
42	Telephone					
43	Mileage/Fares					
43	Meals					
43	Lodging					
44	Advertising					
45	Leases/Rentals					
46	Insurance					
47	Utilities					
48	Repairs/Maint.					
49	Printing					
49	Dues/Subscript.					
49	Registr/Tuition					
64	Machinery/Equip					
	Other – Rehab Loans					
	TOTAL					

Exhibit H

HOME PROGRAM INCOME MONTHLY REPORT

Agency: City of Everett

Project: Community Housing Improvement Program (CHIP)

Project Number: HCS-16-42-1601-198

Report Period: _____

	HOME Program Income
Balance from Prior Period	
Cash Received	
Interest Earned on Funds in Bank	
Repaid Principal	
Repaid Interest	
Total Cash Received	
Cash Available This Report Period	
Cash Disbursed	
Rehabilitation Loans	
Total Cash Disbursed	
Ending Balance for Period	

EXHIBIT I

HOME HOMEOWNER REHAB PROGRAM
QUARTERLY REPORT

Agency: City of Everett

Project: Everett - Community Housing Improvement Program

Project Number: HCS-16-42-1601-198

Report Period: _____

I. Households Served

A. Total number of program applications received this quarter.	
B. Total number of (A) received from HOME-eligible applicants.	
C. Total number of unduplicated households assisted this quarter. "Unduplicated" means that each household assisted is counted only once during the program year. "Assisted" means project goal was accomplished.	
D. Total number of (C) assisted with HOME funds.	
E. Total number of (C) who are extremely low income (0-30% of area median income).	
F. Total number of (C) who are low income (31-50% of area median income).	
G. Total number of (C) who are moderate income (51%-80% of area median income).	
I. Total number of (C) who are female head of households.	
J. Total number of (C) who are persons with disabilities	
K. Complete the ethnicity/race chart below.	

Indicate the race and ethnicity of unduplicated homeowners (head of households) served during quarter. Racial and ethnic origins are not the same. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish Culture, regardless of race. All individuals served must be counted in the first column ("Race") – the total number of persons served in the first column ("Race") should equal the total number of households served in (C) above. If the individual is Hispanic or Latino, he/she must also be counted in the second column ("Ethnicity"). The second column ("Ethnicity") is a subset of the first column ("Race").

Total number of homeowners (head of households) in (C) who are:

ETHNICITY/RACE		
	Race	**Ethnicity** Hispanic or Latino
American Indian or Alaskan Native A person having origins in any of the original "Peoples" of the North or South America (including Central America) and who maintains tribal affiliation or community attachment.		
Asian Origins in any of the original peoples of the Far East. Southeast Asia, or the Indian sub-continent, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.		
Black or African American Origins in any of the Black Racial groups of Africa.		
Native Hawaiian or Other Pacific Islander Origins in any Original Peoples of Hawaii, Guam, Samoa, or other Pacific Islands.		
White Origins in any of the Original Peoples of Europe, Middle East, or North Africa.		
American Indian or Alaskan Native *and* White		
Asian *and* White		
Black or African American *and* White		
American Indian or Alaskan Native *and* Black or African American		
Other multi-racial category (please write in description)		
Balance of individuals reporting more than one race		

II. Grants and Loans Provided

If grants or loans were provided with HOME funds during the quarter, provide the following information:

A. Number of grants provided: _____

B. Number of loans provided: _____

C. If loans were provided, provided the following information:

Type of Loan	Interest Rate (%)	Amortization Period (in months)	Amount of Loan
Amortized Loan			
Deferred Payment/Forgivable Loan			
Other			

III. Number of HOME units completed (rehabilitation completed) this quarter:

Total	Occupied	Occupied Low/Mod Income
_____	_____	_____

IV. Narrative report of program activity. Include accomplishments achieved, problems encountered, changes in original project proposal, hiring of staff, any activity related to the HOME-funded portion of this project.

V. If there has been no activity or reduced activity during this quarter, detail factors responsible, and outline adjusted goals and timetables, and describe actions you are taking to meet your goals in the next quarter.

VI. With which Agencies or funding sources have you coordinated this quarter? Indicate Status of Interagency or Interlocal Agreements and, if applicable, reasons for delay.

VII. Have contracts for services, equipment, or supplies been awarded with HOME funds this quarter? If so, include firm name, address, phone number, award date, type of contract (services, equipment, supplies, etc.) and amount. If a delay in award has been encountered, please explain. PLEASE INDICATE IF THE BUSINESS IS WOMEN OR MINORITY OWNED.

VIII. Equipment Inventory: If equipment has been purchased in whole or part with HOME funds, list those items and the exact cost of each item.

IX. Have there been any projects which required households to move permanently or temporarily? Please list benefits provided for relocation costs.

X. Restrictions on Lobbying

One of the requirements contained in your HOME Agreement with the County concerns restrictions on lobbying. The certification regarding lobbying restrictions is found at Exhibit "J" of your HOME Agreement and requires that a disclosure form be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence the entities listed in (1) or (2) of Exhibit "J" of your HOME Agreement for the actions covered there,

(b) A change in the person(s) or individual(s) influencing or attempting to influence the entities for the purposes listed in (1) and (2) of Exhibit "J" of your HOME Agreement, or

(c) A change in the officer(s) employees(s) or members of Congress contacted to influence or to attempt to influence the covered actions of Exhibit "J" of your HOME Agreement.

Referring to (a), (b) and (c) above, during this reporting period has there been an event, which requires filing of a disclosure form concerning lobbying activities? _____

If a disclosure form has previously been filed, has there occurred during this reporting period a material change? _____

XI. Describe outreach efforts to make Agency activity assisted with HOME funds known and available to minorities and persons with disabilities. Include information and publicity campaigns, agency employee, homeowner, contractor or vendor recruitment efforts, cultural diversity training made available to staff, etc.

Report prepared by: _____

Contact Phone: _____

E-Mail Address: _____

Date: _____

THIS REPORT IS TO BE APPROVED BY THE SUPERVISOR OF THE HOME PROGRAM MANAGER

Report approved by (signature): _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT J

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, 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 any 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.

City of Everett

Signature: Ray Stephanson

Ray Stephanson

Title: Mayor

Date: 10-24-2016

ATTEST:

City Clerk

APPROVED AS TO FORM

JAMES D. ILES, City Attorney

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ b. initial award ☐ c. post award	☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: *Congressional District, if known:*	*Congressional District, if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):* (attach Continuation Sheet(s)	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): $ _____ ☐ actual ☐ planned **12. Form of Payment** (check all that apply): ☐ a. Cash ☐ b. In-kind; specify: nature: _____ value: _____	**13. Type of Payment** (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11:

(attach Continuation Sheet(s) SF-LLL-A if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only: | Authorized for Local production
Standard Form – LLL

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but at not limited to subcontracts, subgrants and contract awards under grants.

5. Of the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the report entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

1. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

2. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

3. Check the appropriate box(es). Check all boxes that apply, If other, specify nature.

4. Provide a specific and detailed description of the service that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

5. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

6. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard For – LLL

Snohomish County

Human Services

3000 Rockefeller Ave. M/S 305
Everett, WA 98201-4046
(425) 388-7200
FAX (425) 259-1444
www.snoco.org

Dave Somers
County Executive

November 1, 2016

Sharon Fuller, City Clerk
City of Everett
2930 Wetmore Avenue. Auite 1-A
Everett, WA 98201

Dear Ms. Fuller:

SUBJECT: HCS-16-42-1601-198
Everett - Community Housing Improvement Plan

This letter constitutes the Notice to Proceed for the above-referenced contract with Snohomish County. A fully executed contract is enclosed with this notice. Eligible costs incurred on or after August 22, 2016 may be charged to this award.

Please contact program manager Sue Tracy at 425-388-3269 should you have any questions.

Sincerely,

Janet Gant, Contract Coordinator
Snohomish County Human Services

Enclosure

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Annual Contract with Snohomish County for the Everett – 2016 Community Housing Improvement Program (CHIP) HOME Funds

_____ Briefing
_____ Consent
_____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing

COUNCIL BILL #	
Originating Department	Planning
Contact Person	Rebecca McCrary
Phone Number	(425) 257-7133
FOR AGENDA OF	Sept. 28, 2016

Initialed by:
Department Head
CAA
Council President

Location	Preceding Action	Attachments	Department(s) Approval
	Resolution 6975 dated April 20, 2016	Contract	Planning, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Since 1994, the City of Everett has had a series of three year HOME Consortium Interlocal Agreements with Snohomish County. These agreements have allowed for the pass through of Federal HOME funds to Everett for housing projects in Everett. The Interlocal Agreement in 2012 included an automatic renewal at the end of every three years. Separate from the Interlocal Agreement are annual contracts with Snohomish County when the city receives each program year funding, which requires City Council approval.

City Council passed and approved Resolution 6975 on April 20, 2016 designating Fiscal Year 2016-2017 HOME funds for the City's Community Housing Improvement Program. The maximum contract amount for the Program funding year is $309,010. NOTE: An additional $1,645 was allocated to Everett since the original estimate of $307,365 identified in Resolution 6975.

RECOMMENDATION:

Authorize the Mayor to sign the Annual Contract with Snohomish County for the Everett – 2016 Community Housing Improvement Program (CHIP) HOME Funds.