

**HOUSING AND HOMELESSNESS DIVISION  
GRANT AGREEMENT**

This Housing and Homelessness Grant Agreement (this “Agreement”) is entered into between **KITSAP COUNTY** (“County”), a political subdivision of the State of Washington, in its capacity as the administrative agent for itself and the Cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo; and **Young Women’s Christian Association (YWCA) of Kitsap County, Inc.**, a Washington non-profit corporation (the “Recipient”).

**ARTICLE I – PURPOSE AND TERM**

**Section 1.1. Purpose:** The purpose of this Agreement is to distribute affordable housing for all surcharge funds awarded pursuant to **RCW 36.22.178** and homeless housing surcharge funds awarded pursuant to **RCW 36.22.179** and **RCW 36.22.1791**.

**Section 1.2 Term:** This Agreement shall take effect on **January 1, 2024** and terminate on **December 31, 2024**.

**ARTICLE II – GRANT AMOUNT, USE AND BUDGET**

**Section 2.1 Grant Amount:** The Recipient is awarded a total of **\$55,000** (the “Grant Award”).

**Section 2.2 Use of Grant.** The Recipient shall use the Grant Award solely for the purposes and in the manner described in **Exhibit A: Statement of Work and Project Timeline** (the “Project”). Adjustments to Proposed Project Timelines may be requested in writing, and granted or denied at the sole discretion of the County.

**Section 2.3 Budget.** The Grant Award shall be expended by the Recipient as set forth in **Exhibit B: Budget**. Adjustments to Proposed Project Budgets may be requested in writing, and granted or denied at the sole discretion of the County.

**ARTICLE III – DISBURSEMENTS**

**Section 3.1 Disbursement of Grant Award Funds.** Not more frequently than once a month, the Recipient may request disbursement from the Grant Award. Each disbursement request must be made by the Recipient, submitting to the County at the address specified in Section 5.2 a properly completed Kitsap County Reimbursement Request form. The request must identify the work performed and be accompanied by a summary of all allowable costs and expenses incurred for which the Recipient is seeking disbursement; further documentation may be requested by the County. The Recipient will be subject to periodic on-site audits to ensure satisfactory supporting documentation of all allowable costs and expenses. Within 30 days of its receipt of the request and satisfactory supporting documentation, and subject to the other terms and conditions contained in this Agreement, the County shall pay the amount of the invoice to the Recipient at the address specified in Section 5.2.

**Section 3.2 Advance Disbursement.** The Recipient may request disbursement from the Grant Award in advance of actual expenditure only as follows:

(a) **Capital Construction or Operation:** If the Project is for the purpose of capital construction or operation, the Recipient may request advance disbursement of up to 50 percent of the Grant Award. If the request is granted, the Recipient must reconcile the advance in its last disbursement request at the end of the County’s fiscal year;

(b) **Capital Purchase Grant:** If the Project is for the purpose of capital purchase, the Recipient may request advance disbursement of up to 100 percent of the Grant Award. If the request is

granted, the Recipient must within 60 days of disbursement submit a Kitsap County Reimbursement Request fully documenting the use of the disbursement; or

(c) Rental Assistance: If the Project is for the purpose of providing rental assistance, the Recipient may request advance disbursement of up to 25% of the Grant Award each quarter. If the request is granted, the Recipient must reconcile the advance at the end of the quarter, before submitting the next advance disbursement request. All types of advance disbursement requests must be directed, in writing, to the County and contain sufficient information for the request to be evaluated. Advance disbursements may be granted or denied at the sole discretion of the County.

**Section 3.3 Disbursement Limitations**. In no event will the County ever be required to disburse funds in excess of the Grant Award. In addition, unless expressly provided otherwise in this Agreement:

(a) no disbursements will be made in advance of costs or expenses being incurred; and

(b) no costs or expenses incurred by the Recipient prior to the effective date of this Agreement, or after its termination, are eligible for reimbursement.

**Section 3.4 Disbursement Without Prejudice**. Any disbursement made by the County to the Recipient shall be without prejudice to the County's rights later to challenge the propriety of the Recipient's claimed costs or expenses.

**Section 3.5 Withholding Disbursements**. If the Recipient fails to perform any obligation under this Agreement, and the failure has not been cured within 10 days following oral or written notice from the County, the County may, without penalty and in its sole discretion and upon written notice to the Recipient, withhold all monies otherwise due the Recipient until such failure to perform is cured. This right to withhold disbursements is in addition to all other rights and remedies the County may have available to it under this Agreement or under law.

#### **ARTICLE IV – REPORTS AND RECORDKEEPING**

**Section 4.1 Reporting Requirements**. Except as may otherwise be provided in Exhibit A, at least once a quarter, and at the conclusion of either the grant expenditure or the grant contract period, the Recipient shall provide a report on the progress made to date on the Project, using such forms and meeting such requirements as determined by the County. Such progress reports shall be provided by the Recipient to the County electronically via the County's chosen electronic signature vendor.

**Section 4.2 Record Retention; Review**. The Recipient shall maintain records sufficient to fully document its compliance with all contractual, grant and legal requirements. Upon reasonable advance notice, the Recipient shall provide the County, or its authorized agents, with full access to all of the Recipient's records relating to this Agreement or the Project. The Recipient agrees to be financially and legally responsible for any audit exceptions or other irregularities in its performance or recordkeeping, including but not limited to impermissible or unauthorized use of Grant Award funds. This section shall survive termination of this Agreement.

#### **ARTICLE V – CONTRACT ADMINISTRATION AND NOTICES**

**Section 5.1 Personnel**. The Recipient will secure at its own expense all labor and materials required to perform any work in connection with the Project. The Recipient shall be responsible for all applicable payroll, labor and industries premiums, and taxes. All employees and subcontractors of the Recipient shall be covered by Industrial Insurance in full compliance with Title 51 of the Revised Code of Washington ("RCW"). The Recipient shall defend and indemnify the County, and their officials, officers, employees and agents from and against all

claims arising from any actual or alleged violation of the Recipient's duties under this section or applicable law. Solely for the purposes of this indemnification provision, the Recipient expressly waives its immunity under Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties. The Recipient's duty to defend and indemnify shall survive the termination of this Agreement.

**Section 5.2 Contract Representatives.** The parties' designated representatives shall be responsible for the administration of this Agreement and for receiving notices given in connection with this Agreement. The following are designated as the representatives of the parties.

**FOR THE COUNTY:**

Carl Borg  
Housing and Homelessness Division  
Kitsap County Department of Human Services  
345 6<sup>th</sup> Street, Suite 400  
Bremerton, WA 98337  
(360) 979-6027  
[CEBorg@kitsap.gov](mailto:CEBorg@kitsap.gov)

**FOR THE RECIPIENT:**

Harriette Bryant, Executive Director  
Young Women's Christian Association (YWCA) of Kitsap County, Inc.  
905 Pacific Avenue  
Bremerton, WA 98337  
(360) 479-0522  
[HBryant@YWCAKitsap.org](mailto:HBryant@YWCAKitsap.org)

A party may change its designated representative or address by providing notice, either written or via email, to the other party.

**Section 5.3 Notices.** Any notice required or permitted to be made under this Agreement may be given personally, by facsimile, or by first-class, registered or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered or certified mail is deemed given three days after mailing, if properly addressed and having proper postage. Notices delivered by facsimile shall be deemed to have been given on the date of transmission if received during the recipient's business day or, if not, on the recipient's next business day.

**ARTICLE VI – INDEMNIFICATION**

**Section 6.1 Indemnification.** To the fullest extent permitted by law, the Recipient shall indemnify, defend and hold harmless Kitsap County and the officials, officers, employees and agents of each of them, from and against all claims in any way resulting from or arising out of the performance of this Agreement, whether such claims arise from the acts, errors or omissions of the Recipient, its subcontractors, third parties, Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. The Recipient's duty to indemnify, defend and hold harmless includes but is not limited to claims by the Recipient's or any subcontractor's officers, employees or agents. The Recipient's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of Kitsap County, or its

officials, officers, employees and agents. Solely for the purposes of this indemnification provision, the Recipient expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.

## **ARTICLE VII – INSURANCE**

**Section 7.1 Professional Legal Liability.** The Recipient will maintain professional legal liability or professional errors and omissions coverage appropriate to the Recipient’s profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Recipient’s services under this Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of this Agreement or within the scope of the Recipient’s services under this Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under this Agreement.

**Section 7.2 Workers’ Compensation and Employer Liability.** The Recipient will maintain workers’ compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If this Agreement is for over \$50,000, then the Recipient will also maintain employer liability coverage with a limit of not less than \$1 million.

**Section 7.3 Commercial General Liability.** The Recipient will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to this Agreement and be no less than \$2 million. The Recipient will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement. Specialized forms specific to the industry of the Recipient will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

**Section 7.4 Miscellaneous Insurance Provisions.**

- A. The Recipient’s liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. When such coverage is required, the Recipient’s commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents as additional insured with respect to performance of services.
- C. When such coverage is required, the Recipient’s commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- E. The Recipient’s insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer’s liability.
- F. The Recipient will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure, nor are they limitations on

indemnification.

- H. The Recipient will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Recipient's liability coverage is written as a claims-made policy, then the Recipient must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

**Section 7.5 Verification of Coverage and Acceptability of Insurers.**

- A. The Recipient will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Recipient will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this article within 10 days after the effective date of this Agreement. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Recipient will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Recipient will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Recipient is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:

Carl Borg  
Kitsap County Department of Human Services  
Housing and Homelessness Division  
345 6<sup>th</sup> Street, Suite 400  
Bremerton, WA 98337  
[CEBorg@kitsap.gov](mailto:CEBorg@kitsap.gov)

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

- G. The Recipient or its broker will provide a copy of all insurance policies specified in this Agreement upon request of the Kitsap County Risk Manager.

**ARTICLE VIII – NONDISCRIMINATION AND LEGAL COMPLIANCE**

**Section 8.1 Nondiscrimination.** The Recipient shall not discriminate against any employee or applicant for employment, or program participant or program participant applicant on account of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age,

Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap with respect to any program participation, employment upgrading, demotion, transfer, recruitment or selection for training, including apprenticeships and volunteers. This prohibition does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

**Section 8.2 Compliance with Laws.** The Recipient and its officials, officers, employees, agents and subcontractors shall comply with all applicable federal, state and local laws, regulations, rules and policies. The County shall have no obligation to ensure such compliance.

**Section 8.3 Religious Activities.** If the Recipient is a faith-based or religious organization, it retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. Such a recipient, however, may not use any funding provided under this Agreement to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may such a recipient condition the provision of services provided pursuant to this Agreement upon a participant's engaging in any such explicitly religious activities.

## **ARTICLE IX – TERMINATION**

**Section 9.1 Termination for Loss of Funding.** The County shall have the right to terminate this Agreement upon advance written notice if the funds relied upon for the Grant Award are terminated, suspended or otherwise lost or impaired in whole or in part.

**Section 9.2 Termination for Convenience.** Either party may terminate this Agreement for convenience upon giving the other party at least 30 days' advance written notice. In that event, the Recipient will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.

**Section 9.3 Termination for Default.** If either party defaults in its performance under this Agreement, the non-defaulting party may give the defaulting party written notice that it has 30 days in which to cure the default. If the default is not cured within 30 days of notice, the non-defaulting party may terminate this Agreement, unless a Plan of Correction has been entered into pursuant to Section 9.4 below. In the event of such a termination, the non-defaulting party shall have all rights and remedies available to it under law.

**Section 9.4 Plan of Correction.** In the event the County gives the Recipient written notice to cure pursuant to Section 9.3 above, the parties may enter into a plan of correction for curing the default pursuant to the process established in **Exhibit C: Plan of Correction**, if requested by the County. The County shall have the sole discretion to request and enter into a Plan of Correction. If a Plan of Correction is entered into, the 30 day period in which to cure the default may be stayed pursuant to the terms of the Plan of Correction. Should the Recipient not comply with the terms of the Plan of Correction, this Agreement (the Grant Agreement) may be immediately terminated by the County.

## **ARTICLE X – MISCELLANEOUS**

**Section 10.1 Permissible-Use Warranty.** The Recipient warrants that its planned and actual uses of the Grant Award constitute permissible uses for affordable housing for all surcharge funds as established by **RCW 36.22.178** or homeless housing surcharge funds as established by **RCW 36.22.179** and **RCW 36.22.1791**. This section shall survive the expiration or termination of this Agreement.

**Section 10.2 Organizational-Status Warranty.** The Recipient warrants that it is duly organized, existing and in good standing under the laws of the State of Washington.

**Section 10.3 Relationship of Parties.** This Agreement, and the parties' and the County's activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency or employment relationship between the parties or the County.

**Section 10.4 No Third-Party Rights.** This Agreement is entered into by the parties solely for their own benefit and it creates or grants no rights of any kind to any other party.

**Section 10.5 Assignment.** The Recipient shall not assign any of its rights or delegate any of its duties under this Agreement without the prior express written consent of the County, which may be granted or refused in the County's sole discretion.

**Section 10.6 Choice of Law; Venue; Jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. In the event of a legal proceeding, venue shall be only in the court of competent jurisdiction in Kitsap County. Each party hereby consents to the personal jurisdiction of the courts of the State of Washington, County of Kitsap. This section shall survive the expiration or termination of this Agreement.

**Section 10.7 Waiver.** No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by the party granting the waiver. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

**Section 10.8 Amendment.** This Agreement can only be amended in writing, and only upon execution by both parties.

**Section 10.9 Entire Agreement.** The parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

**Section 10.10 Headings.** The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.

**Section 10.11 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the parties can still be given effect.

**Section 10.12 Signature Authority.** Each person signing this Agreement on behalf of a party warrants that he or she has full authority to sign this Agreement on that party's behalf.

**Section 10.13 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.

**Section 10.14 Exhibits.** The following exhibits are incorporated into this Agreement by reference:

- (a) Exhibit A: Statement of Work and Project Timeline
- (b) Exhibit B: Budget
- (c) Exhibit C: Plan of Correction
- (d) Exhibit D: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- (e) Exhibit E: Certification Regarding Lobbying

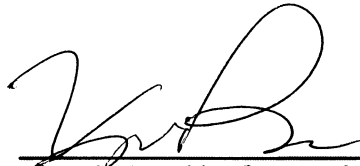
DATED this 13 day March, 2024.

**YOUNG WOMEN'S CHRISTIAN  
ASSOCIATION (YWCA) OF KITSAP  
COUNTY, INC.**

  
\_\_\_\_\_  
Harriette Bryant, Executive Director

DATED this 15 day March, 2024.

**KITSAP COUNTY, WASHINGTON**

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

**Approved as to form by the Prosecuting Attorney's Office**



## EXHIBIT A: STATEMENT OF WORK AND PROJECT TIMELINE

### I. STATEMENT OF WORK

Grant funds to YWCA of Kitsap County for allowable administration, case management salaries and benefits, and allowable program operations expenses for Morrow Manor, a transitional housing program, located in Poulsbo, WA at 19142 NE Morrow Way unit 100 for the contract period as detailed in the 2024-2025 Kitsap Coordinated Grant NOFA, grant application, and the 2024 Housing and corresponding Homelessness Program Grant Contract Info Sheet.

Recipient must comply with the Housing and Homelessness Grant Program Guidelines and all updates to the Guidelines during the grant period.

Recipient must be a Partner Agency with the Housing Solutions Center of Kitsap County (Kitsap's coordinated entry program), and coordinate waiting list and provision of housing and services through the Housing Solutions Center, as appropriate for the housing intervention. Recipient must abide by the Housing Solutions Center Partner Agency Guiding Principles pertaining to standards of services for clients.

Morrow Manor funded by this grant to be operated as a **Transitional Housing Programs**, meeting the following criteria as defined in the NOFA:

- **Transitional Housing**
  - Households come directly from unsheltered or sheltered homelessness
  - Provide Housing Stability Case Management, using the Kitsap County Housing Stability Planning and Progress Reports (HSPPR)
  - Stays are limited to no longer than 24 months, with exceptions possible
  - For O&M funding, building must have received in the past, or be currently eligible to receive, Washington State Housing Trust funds, and require supplemental rental income to cover ongoing operating expenses

The following are additional requirements of the contractor:

- **Coordinated Entry Referrals:** Work with the Housing Solutions Center to ensure that they have updated information about the program and can make appropriate referrals.
- **Data Collection and Entry:** Enter all client information into HMIS, following Department of Commerce and HUD data standards that are applicable to the program. Data must be entered within 6 business days of a household's enrollment into the program or changes in the household's program status or household information.
- **Coordination with other Agencies:** Participate in the monthly meetings of the Kitsap Housing and Homelessness Coalition. Actively coordinate additional meetings as needed with other agencies that provide social services to provide the most comprehensive and seamless provision of care for clients as possible.
- **Reporting:** Submit all applicable reports to Kitsap County and the Department of Commerce by the published deadlines and respond in a timely way to County information requests and countywide reports.
- **Non-Discrimination:** Ensure equal access for people experiencing homelessness regardless of race, national origin, gender identity, sexual orientation, marital status, age, veteran or military status, disability, or the use of an assistance animal.
- **Religious Activities:** No funding provided through this grant may be used to support or engage in any explicitly religious activities, including activities that involve overt

religious content such as worship, religious instruction, or proselytization, nor may the provision of services provided be conditioned upon a program participant’s engaging in any such explicitly religious activities.

- **Complaint Process:** Have a written complaint/grievance policy approved by the agency’s Board of Directors, provide information about the complaint/grievance process to clients upon their enrollment in the program, and ensure that complaint forms are readily available to clients in the program.
- **Staff Training:** Staff working with clients should be, at a minimum, trained in ACES/Resiliency, trauma-informed care, progressive engagement, racial equity, gender identity, and mental health first aid.
- **Housing Stability Case Management:** Programs that provide case management must use the Kitsap County Housing Stability Planning and Progress Report (HSPPR) to assist clients with setting housing stability goals and tracking progress. HSPPRs are part of the client record-keeping requirements.
- **Performance Measurement:** Work towards achieving the countywide performance measures, including the specific performance measures indicated below.

**Required Program Performance Measures and Targets:**

The Washington State Dept. of Commerce establishes statewide performance targets, which are included below.

<b>Performance Measure</b>	<b>State Performance Target</b>	<b>Contract Performance Target</b>
Number of Households Served		75
Percentage of Households Exiting to Permanent Housing destination or Remaining in Permanent Housing	80%	90%
Data Quality – Project Start Timeliness	100% of data entered within 14 days	90% of data entered within 6 days
Data Quality – Project Exit Timeliness	100% of data entered within 14 days	90% of data entered within 6 days
Data Quality – Prior Living Situation	85% of client data entered with valid responses*	85% of client data entered with valid responses*
Data Quality – Destination at Program Exit	60% of client data entered with valid responses*	60% of client data entered with valid responses*

\*A valid response is something other than “Client doesn’t know,” “Client prefers not to answer,” and “Data not collected.”

Additional performance measures may be added, or the above performance measures may be modified, with agreement between the County and the provider.

**II. PROJECT TIMELINE**

<u>Item</u>	<u>Completion Date</u>
1. Program Operations	12/31/2024

**EXHIBIT B: BUDGET**

**Contractor:** YWCA of Kitsap County, Inc. – Morrow Manor

**Contract Number:** KC-213-24

**Time Period:** January 1, 2024 – December 31, 2024

<b>Cost Category</b>	<b>Fund Source</b>	<b>Previous Budget</b>	<b>Amendment Changes this Contract</b>	<b>Current Budget</b>
<b>Year 1: 01/01/2024 - 12/31/2024</b>				
Administration - Direct Expenses	Homeless Housing Grant Program - 1131	N/A	N/A	\$5,000.00
Case Management - Salaries & Benefits	Homeless Housing Grant Program - 1131	N/A	N/A	\$20,000.00
Program Operations	Homeless Housing Grant Program - 1131	N/A	N/A	\$30,000.00
<b>Year 1 Budget Total</b>				<b>\$55,000.00</b>

*Line-item changes must be requested in writing and require Kitsap County approval.*

- Reimbursement requests/invoices must be submitted through the Housing and Homelessness Division reimbursement request process.

## **EXHIBIT C: PLAN OF CORRECTION**

### **Referred to as “HOUSING AND HOMELESSNESS DIVISION COMPLAINT POLICY AND PROCEDURE” in the Grant Guidelines.**

The Kitsap County Housing and Homelessness Division (“the County”) regularly monitors contracts with agencies, including periodic site visits, typically resolving administrative contract issues.

#### **Complaints to the County**

Sometimes complaints are made directly to the County. Whether or not the County takes action in a given instance will be at the sole discretion of the County and the County has the right, but not the duty or obligation, to take action.

In general, complaints about agencies contracted with the Housing and Homelessness Division that are submitted to Kitsap County or forwarded from a provider will be sent to the Kitsap County Housing and Homelessness Division Manager (hereafter “County Manager”).

Upon receiving a complaint, the County Manager may attempt to get the complaint in writing if it is not already in that form.

The County Manager will forward the complaint or a summary of the complaint to the Agency for their information, redacting personally identifying information if the complainant does not wish to be known to the Agency.

The County Manager will record and track complaints to determine if multiple complaints about an Agency are forming a pattern of concern or if a complaint is of a nature to warrant further action. Further action may include requesting a response to the complaint from the Agency and/or initiating a Plan of Correction.

The County will determine when a Plan of Correction process should be undertaken with the Agency as follows:

#### **Developing Findings**

- a. The County Manager will notify the Agency in writing that there is concern about a pattern of complaints, send a brief summary of the complaints, and request a meeting regarding the complaints. The County Manager will request that the Agency designate an Agency representative who is not involved in the complaints to participate in this process.
- b. At the meeting, the County Manager will discuss the complaints with the Agency representative and gather any additional information about the situation.
- c. The County Manager will send a summary of findings to the Agency along with next steps.

#### **Plan of Corrections Process**

- d. If the Findings indicate a pattern of concern, then the Plan of Correction process will be initiated.
- e. The County Manager will send a list of Findings, a Plan of Correction template, and deadline for the Agency response to the Agency. If the findings involve the Agency Director, then the information will be sent to the Board Chair. The County Manager will be available to answer Agency questions during this process.
- f. The Agency will be required to submit a Plan of Correction to the County Manager for approval by the deadline provided.

- g. The County Manager has the authority to accept the Plan of Correction or send it back to the Agency for further work.
- h. Once a Plan of Correction has been approved by the County Manager, they will call a meeting of the Agency's representative to review the Agency's proposed Plan.
- i. Monitoring meetings will be held on a regular basis and will include the County Manager and the Agency representative(s) to review progress on the Plan. Coordination of these meetings, assessment of progress, and milestone completion will be the responsibility of the County Manager.
- j. When the County Manager determines that the appropriate milestones have been met and the Plan of Correction is complete, they will inform the Agency's in writing.
- k. If the Agency fails to cooperate with the Plan of Correction process or fails to complete the Plan of Correction in a timely manner, the County will consider taking further action, such as withholding grant funding until the Plan is completed or invoking a contract termination.

**EXHIBIT D: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Primary Covered Transactions 45 CFR 76

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

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

**CONTRACTOR:**

Name: Harriette Bryant

Title: Executive Director

Date: March 13, 2024



Client#: 73143

YWCAKITS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/06/2024

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

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

PRODUCER: Propel Insurance, 1201 Pacific Avenue; Suite 1000, COM Middle Market, Tacoma, WA 98402-4321. CONTACT NAME: Aaron Leavitt, PHONE: 800 499-0933, FAX: 866 577-1326, E-MAIL: aaron.leavitt@propelinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Riverport Insurance (NAIC # 36684), INSURER B: Carolina Casualty Insurance Company (NAIC # 10510).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Management Liab.

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

CERTIFICATE HOLDER: Kitsap County Department of Human Services, Care of Housing and Homelessness Division, 614 Division Street MS-23, Port Orchard, WA 98366-4676. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Mitchell A. [Signature]



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**

## **GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

<b>SUBJECTS OF INSURANCE</b>
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$20,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

**The coverages listed in this endorsement are provided as extensions or additions to your insurance program.**

## A. BROADENED BODILY INJURY

Paragraph 3. of **Section V – Definitions** is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

## B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph 14. of **Section V - Definitions** is deleted and replaced with the following:

14. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.
  - a. False arrest, detention, or imprisonment;
  - b. Malicious prosecution or abuse of process;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
  - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products, or services;
  - e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;
  - f. Misappropriation of advertising ideas or style of doing business;
  - g. Infringement of copyright, title, or slogan; or
  - h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

2. Exclusions 2.b. and 2.c. under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

### b. Material Published with Knowledge of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

### c. Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

## C. BROADENED PROPERTY DAMAGE

Exclusion 2.a. under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph 6. under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

c. \$500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph 2. **Exclusions of Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs c. through n., do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

3. Paragraph 4. **Other Insurance of Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph **b.(1)(a)(ii)** is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph 9.a. under **Section V - Definitions** is deleted and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of **COVERAGE A (SECTION I)** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### **E. BROADENED MEDICAL PAYMENTS**

1. The following provision is added to Paragraph 2. of **Section III - Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

a. \$20,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### **F. BROADENED SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. under **Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

#### **G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION**

Paragraph 3.a under **Section II - Who Is An Insured** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 120<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT**

Exclusion 2.g. under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f. (2) or f. (3) of **Section V - Definitions**, Paragraph 12., "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
  - (a) Hired, chartered, or loaned with a crew; and
  - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph g.(1) and g.(2) above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph g.(6) above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

#### **I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS**

1. Paragraph 2. **Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:

- e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph 2.a. above, or a claim or "suit" or offense under Paragraphs 2.a., 2.b., and 2.c above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:

##### **10. Liberalization**

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

##### **11. Notice To Company**

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

#### **J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS**

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
2. **Section V - Definitions** is amended to add the following paragraph:
  23. "Special Event" means any event:
    - a. The purpose of which is to raise funds for you; or
    - b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs a. or b. above; and
- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph c. above.

**K. AUTOMATIC ADDITIONAL INSURED(S)**

The following provisions are added to **Section II - Who Is An Insured**:

**4. Automatic Additional Insured(s)**

**a. Additional Insureds - Athletic Activity Participants**

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:
  - (a) "Medical expenses" under **Coverage C - Medical Payments**.
  - (b) "Bodily Injury" to:
    - (i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or
    - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
  - (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
    - (i) A co-participant, your "volunteer worker", or your "employee"; or
    - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Additional Insured - Contractual Obligations**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:
  - (a) Coverage is limited to liability arising out of:
    - (1) Your ongoing operations performed for such Additional Insured; or
    - (2) Such Additional Insured's financial control of you; or
    - (3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
    - (4) A permit issued to you by a state or political subdivision.
  - (b) Coverage does not apply to any "occurrence" or offense:
    - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or
    - (ii) Which takes place after you cease to be a tenant in that premises.
  - (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
    - (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    - (ii) Supervisory, inspection, or engineering services.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e). does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

**c. Additional Insured - Funding Sources**

- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:
  - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

**d. Additional Insured - Manager or Lessor of Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;  
but only if the written or oral agreement is an "insured contract";
  - (a) Currently in effect or to become effective during the term of this policy; and
  - (b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d.(1) immediately above, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
  - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

- (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.
- e. **Additional Insured - Owner, Manager, Operator or Lessor of "Special Events" Premises**
  - (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:
    - (a) A written contract; or
    - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
      - (i) Currently in effect or to become effective during the term of this policy; and
      - (ii) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
  - (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
    - (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
    - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
    - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
    - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
  - (3) This insurance does not apply to:
    - (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
    - (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.
- f. **Additional Insured - Supervisors or Higher in Rank**
  - (1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:
    - (a) "Bodily injury" or "personal injury":
      - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
      - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
      - (iii) Arising out of his or her providing or failing to provide professional health care services.
    - (b) "Personal Injury":
      - (i) To a co-"employee" while in the course of his or her employment;
      - (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above; or



(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b)(i) or (b)(ii) above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**g. Additional Insured - LIMITATIONS**

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs a. (Athletic Activity Participants), b. (Contractual Obligations), c. (Funding Sources), d. (Managers or Lessors of Premises), and e. (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

**24.** "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph h. apply to coverage extended to the above referenced Additional Insureds **REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.**

**L. BLANKET WAIVER OF SUBROGATION**

Paragraph 8. under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

**8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

**M. PRIORITY OF APPLICATION FOR MULTIPLE INSURED(S)**

**Section III - Limits Of Insurance** is amended to add the following paragraph:

**8.** In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

# **BUSINESS AUTO BROADENING ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies and is subject to the insurance provided under the following:

## **BUSINESS AUTO COVERAGE FORM**

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies. The deductibles specified on your "auto" declarations page are applicable to these coverages unless a different deductible is indicated.

If one or more of these coverages is provided by a specific endorsement, then the specific endorsement will apply.

## **SUBJECTS OF INSURANCE**

### **Who Is An Insured**

1. Broad Form Named Insured
2. Employees As Insureds
3. Volunteers As Insureds
4. Employee Hired Auto

### **Broadened Liability Supplementary Payments**

1. Bail Bonds - \$3,000
2. Reasonable Expenses Incurred - \$300 per day

### **Physical Damage Coverage Amendments**

1. Towing
2. Coverage Extensions
  - a) Transportation Expenses
  - b) Loss of Use Expenses
  - c) Auto Loan/Lease Gap Coverage
  - d) Personal Property Coverage
  - e) Airbag Discharge
3. Hired Car Physical Damage
4. Rental Reimbursement Coverage
5. Audio, Visual and Data Electronic Equipment
6. Deductible Amendments
  - a) 2 or more Autos
  - b) Glass Deductible

### **Business Auto Conditions Amendments**

1. Knowledge of Occurrence
2. Blanket Waiver of Subrogation

### **General Condition Amendment**

Unintentional Errors and Omissions

**The coverages listed in this endorsement are provided as extensions or additions to your insurance program.**

# BUSINESS AUTO BROADENING ENDORSEMENT

## 1. Broad Form Named Insured

The following is added to Section II – Liability Coverage, Paragraph A. 1. **Who Is An Insured** provision:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

- e. Your Board Members (or their spouses) are an “insured” while operating an “auto” hired or rented under a contract or agreement in that Board Member’s or spouses name, with your permission, while performing duties related to the conduct of your business.

## 2. Employees As Insureds

The following is added to Section II – Liability Coverage, Paragraph A. 1. **Who Is An Insured** provision:

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow while performing duties related to the conduct of your business.

## 3. Volunteers As Insureds

The following is added to Section II – Liability Coverage, Paragraph A. 1. **Who Is An Insured** provision:

- g. Anyone volunteering services to you is an “insured” while using a covered “auto” you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that “auto” is also an “insured”.

## 4. Employee As Insured

The following is added to Section II – Liability Coverage, Paragraph A. 1. **Who Is An Insured** provision:

- h. An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

## 5. Broadened Liability Supplementary Payments

The following replaces Section II – Liability Coverage, Paragraph A.2. Coverage Extensions, a. Supplementary Payments (2) and (4):

- (2) Up to \$3000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual “loss” of earnings up to \$300 a day because of time off from work.

## 6. Towing

The following replaces Section III – Physical Damage Coverage, A. Coverage, Paragraph 2. Towing:

We will pay up to \$ 75 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement.

No deductible applies to this coverage.

## 7. Transportation Expenses

The following replaces Section III – Physical Damage Coverage, 4. Coverage Extensions, a. Transportation Expenses:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the policy period and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

# BUSINESS AUTO BROADENING ENDORSEMENT

## 8. Loss Of Use Expenses

The following replaces Section III – Physical Damage Coverage, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses:

For Hired Auto Physical Damage, we will pay expense for which an “insured” becomes legally responsible to pay for “loss” of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for “loss” of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto”.

However, the most we will pay for any expenses for loss of use is \$80 per day, to a maximum of \$800.

## 9. Auto Loan/Lease Gap Coverage

The following is added to the Section III – Physical Damage Coverage, Paragraph 4. Coverage Extensions:

### c. Auto Loan/Lease Gap Coverage

In the event of a total “loss” to a covered “auto” shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

- (1) The amount paid under the Physical Damage Coverage Section of the policy; and
- (2) Any:
  - (a) Overdue lease/loan payments at the time of the “loss”;
  - (b) Financial penalties imposed under a lease;
  - (c) Security deposits not returned by the lessor;

- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

## 10. Personal Property Coverage

The following is added to Section III – Physical Damage Coverage, A. Coverage, 4. Coverage Extensions.

### d. Personal Property Coverage

We will pay up to \$500 for loss to any personal property which is:

- (1) owned by an “insured”; and
- (2) in or on your covered “auto”.

This coverage is applicable only in the event of a total theft of a covered “auto”.

No deductible applies to this coverage.

## 11. Airbag Discharge

The following is added to Section III – Physical Damage Coverage, A. Coverage, 4. Coverage Extensions.

### e. Airbag Discharge

If there is an accidental discharge of an airbag in your covered “auto”, we will pay to have the airbag replaced. This extension is excess over any other collectible insurance or warranty.

No deductible applies to this coverage.

## 12. Hired Car Physical Damage

If this policy provides Comprehensive, Specified Causes of Loss or Collision Coverage, that coverage may be extended to hired “autos”. The coverage available to a hired “auto” will be equal to the broadest coverage shown on the Declarations available to any covered “auto”.

The most we will pay for any one “accident” or “loss” is:

## BUSINESS AUTO BROADENING ENDORSEMENT

- (1) \$40,000; or
- (2) The actual cash value or cost of repair of the damaged or stolen property.

Paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
  - (1) Any covered "auto" you lease, hire, rent or borrow; and
  - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
  - (3) Any covered "auto" hired or rented by your Board Members (or their spouses) under a contract in that individual Board Member's (or spouses') name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered auto.

### 13. Rental Reimbursement Coverage

- a. We will pay for rental reimbursement expenses incurred by you for the rental of an auto because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period and ending, regardless of the policy's expiration, with the lesser of the following number of days.
  - (1) The number of days reasonably required to repair or replace the covered "auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - (2) 30 days.

- c. Our payment is limited to the lesser of the following amounts:

- (1) Necessary and actual expenses incurred.
- (2) \$50 per day.

- d. This coverage does not apply while there are spare or reserve autos available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Section III – Physical Damage Coverage, 4. Coverage Extensions, a. Transportation Expenses.

### 14. Audio, Visual And Data Electronic Equipment

We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered auto at the time of the loss or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto" electrical system, in or upon the covered "auto".

The most we will pay for "loss" to audio, visual or data electronic equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$400.

This coverage does not apply if there is other coverage provided under this policy for the above described audio, visual and data electronic equipment. We will pay any deductible, up to \$400, that is applicable to the other coverage.

## BUSINESS AUTO BROADENING ENDORSEMENT

No deductible applies to this coverage.

### 15. Deductible Amendment

The following is added to Section III – Physical Damage Coverage, A. Coverage, Paragraph D. Deductible.

In the event that a “loss” from one “accident” involves two or more covered “autos”, only the largest applicable deductible for Comprehensive, Specified Causes Of Loss, or Collision coverage will apply. This provision applies only to those “autos” designated in the Schedule or Declarations to have Comprehensive, Specified Causes Of Loss, or Collision coverage.

### 16. Glass Deductible

The following is added to Section III – Physical Damage Coverage, Paragraph D. Deductible.

No deductible applies to “loss” to glass used in the windshield, doors or windows of a covered “auto”.

### 17. Knowledge Of Occurrence

The following replaces Section IV – Business Auto Conditions, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.

a. In the event of “accident”, “claim”, “suit” or “loss”, you must give us or our authorized representative prompt notice of the “accident” or “loss”. Include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your obligation to provide prompt notice to us is satisfied if you send us notice as soon as practicable after:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation;
- (4) Your members, managers or insurance manager, if you are a limited liability company;
- (5) Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company;

becomes aware of, or should have become aware of such “accident”, “claim”, “suit” or “loss”.

### 18. Blanket Waiver Of Subrogation

The following is added to Section IV – Business Auto Conditions, A. Loss Conditions.

6. If required by written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto”.

### 19. Unintentional Errors And Omissions

The following is added to Section IV – Business Auto Conditions, B. General Condition, 2. Concealment, Misrepresentation Or Fraud.

However, if you should unintentionally misrepresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.


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debarment 

### Federal Organizations

Young Women's Christian Association of Ki  

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As of 02/08/2024



Safety & Health

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## Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:  Principal:  From:  To:

WA UBI Number:  RCW:

License Number:  Penalty Due:  Wage Due:



Show  per page Showing 0 records First Previous Next Last

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
There are no records that match your search criteria.									

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**As of 02/08/2024**