

## **CONTRACT FOR HUMAN SERVICES**

This contract for Human Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County); and Northwest Justice Project having its principal office at 401 Second Avenue South, Suite 407, Seattle, WA 98104 (the Contractor).

### **SECTION 1. EFFECTIVE DATE OF CONTRACT**

The Contract will become effective on January 1, 2026, and terminate on December 31, 2026. In no event will the Contract become effective unless and until it is approved and executed by the Kitsap County Board of County Commissioners or the Kitsap County Administrator.

### **SECTION 2. SERVICES TO BE PROVIDED**

- 2.1 A description of the services to be performed by the Contractor is set forth in Attachment B: Statement of Work, which is attached to the Contract.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

### **SECTION 3. CONTRACT REPRESENTATIVES**

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows.

#### **County's Contract Representative**

Stephen Corcoran, Veterans Program Coordinator  
Kitsap County Department of Human Services  
614 Division Street MS-23, Port Orchard, WA 98366  
(360) 227-9093 / (360) 337-4811

#### **Contractor's Contract Representative**

Abigail Daquiz, Executive Director  
Northwest Justice Project  
401 Second Avenue South, Suite 407  
Seattle, WA 98014

## **SECTION 4. COMPENSATION**

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Attachment C: Budget Summary, which is attached to the Contract.
- 4.2 The total amount payable under the Contract, by the County to the Contractor, in no event will exceed \$80,000.00. Any cost incurred by the Contractor over and above the year-end sums set out in the budgets shall be at the Contractor's sole risk and expense.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Contractor shall use the Department of Human Services Contractor Invoice Form, available from the County. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The County will submit payments for work performed to:  

Northwest Justice Project  
401 Second Avenue South, Suite 407  
Seattle, WA 98104
- 4.5 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.6 Payments shall not be construed as a waiver of the County's right to challenge the level of the Contractor's performance under this Contract, and to seek appropriate legal remedies.
- 4.7 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.8 If the Contractor fails to perform any substantial obligation, and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.
- 4.9 The Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
- 4.10 The Contractor shall pay no more than reasonable market value for equipment and/or supplies.

## **SECTION 5. AMENDMENTS AND CHANGES IN WORK**

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any contract renewal, amendment or modification must be in writing, be signed by both parties, and be attached to the Contract. Work under a renewal, amendment or modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.
- 5.3 Either party may request that the Contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of

contracting, arise during the period of performance of the Contract. Such circumstances must have a substantial and material impact upon the performance projected under this Contract, and must be outside the control of either party.

## **SECTION 6. HOLD HARMLESS AND INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against all claims resulting from or arising out of the performance of the Contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties or the 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. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the County or its elected or appointed officials, officers or employees. For the purposes of this indemnification provision, Contractor 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 indemnification provision shall survive the expiration or termination of the Contract.

## **SECTION 7. INSURANCE**

**7.1 Professional Legal Liability.** The Contractor, if it is a licensed professional, will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor'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 Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.

**7.2 Workers' Compensation and Employer Liability.** The Contractor 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 the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

Any additional workers' compensation requirements can be found in Attachment A, Special Terms and Conditions.

**7.3 Commercial General Liability.** The Contractor 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 the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor 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.

**7.4 Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

**7.5 Miscellaneous Insurance Provisions**

- A. The Contractor's liability insurance provision 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. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will include the County, its officers, officials, employees and agents as additional insureds with respect to performance of services.
- C. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) 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 the coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor'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 Contractor 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 the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor 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 Contractor's liability coverage is written as claims-made-policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

**7.6 Verification of Coverage and Acceptability of Insurers**

- A. The Contractor 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 Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section before work under this Contract shall commence. 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 Contractor 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, or a letter of self-insurance from a public entity risk pool which waives the requirement.
- 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 Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send verification to the County that the Contractor is currently paying workers' compensation.
- F. Evidence of such insurance, as required above, shall be provided to the County at the following address:

Stephen Corcoran  
Veterans Program Coordinator Program,  
Kitsap County Department of Human Services  
614 Division Street, MS-23  
Port Orchard, WA 98366

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.
- G. Written notice of cancellation or change will be mailed to the County Human Services Department as provided above.
- H. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

## **SECTION 8. TERMINATION**

8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by

the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.

- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by the County to the Contractor. No costs incurred after the effective date of termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

## **SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 If permitted to use subcontractors, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this Contract and all applicable laws.
- 9.3 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

## **SECTION 10. INDEPENDENT CONTRACTOR**

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an employee, agent or servant of the County. The Contractor will perform the services in strict accordance with the provisions of the Contract, but will be free from control or direction over the performance of the services.
- 10.2 At least one of the following applies: (a) the services to be provided are outside the usual course of business for which the services are performed; (b) the services to be provided will be performed outside all of the places of business of the Contractor; or (c) the Contractor is responsible for the costs of the principal place of business from which the services will be performed.
- 10.3 The Contractor warrants that it either: (a) is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the Contract; or (b) has a principal place of business for the business it is conducting that is eligible for a business deduction for federal income tax purposes.
- 10.4 The Contractor acknowledges or warrants that it: (a) is responsible for filing at the next applicable filing period a schedule of expenses with the Internal Revenue Service for the type of business the Contractor is conducting; (b) has established an account with the State of Washington Department of Revenue and any other applicable state

agencies for the business the Contractor is conducting for the payment of all state taxes normally paid by employers and businesses; and (c) has registered for and received a unified business identifier number from the State of Washington.

- 10.5 The Contractor warrants that it maintains a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.
- 10.6 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and that the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County employees or agents.
- 10.7 In the event that any of the Contractor's employees, agents, servants or subcontractors, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this Contract or indicates that they are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measure to prevent said employee, agent or servant from performing or providing any such services.
- 10.8 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any loss or expense, including, but not limited to, settlements, judgments, set-offs, attorneys' fees or costs, incurred or suffered by reason of claims or demands arising in connection with the provisions of this Section.

## **SECTION 11. COMPLIANCE WITH LAWS**

- 11.1 The Contractor, its employees, assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status or the presence of disability.
- 11.2 The Contractor, its employees, assignees, delegates and subcontractors will comply with all applicable provisions of the Americans With Disabilities Act and all regulations interpreting and enforcing such act.
- 11.3 The Contractor and its subcontractors, employees, agents, assignees and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 11.4 Religious Activities. If the Contractor 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 Contractor, 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 Contractor condition the provision of services provided pursuant to this Agreement upon a participant's engaging in any such explicitly religious activities.

## **SECTION 12. DOCUMENTATION AND OWNERSHIP OF MATERIALS**

- 12.1 The Contractor will maintain readily accessible records and documents sufficient to provide an audit trail needed by the County to identify the receipt and expenditure of funds under this Contract, and to keep on record all source documents, such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.

- 12.2 The Contractor will maintain property record cards and property identification tabs as may be directed by County codes and changes thereto. This applies only to property purchased from funds under this Contract specifically designated for such purposes. Ownership of equipment purchased with funds under this Contract so designated for purchase shall rest in the County and such equipment shall be so identified.
- 12.3 The Contractor will provide a detailed record of all sources of income for any programs it operates pursuant to this Contract, including state grants, fees, donations, federal funds and other funds outlined in this Contract, or any amendments or modifications to this Contract. Expenditure of all funds payable under this Contract must be in accordance with the attached Statement of Work.
- 12.4 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.5 All property and patent rights, including publication rights, and other documentation, including, machine-readable media, produced by the Contractor in connection with the work provided for under this Contract shall vest in the County and such materials will be provided to the County upon request.
- 12.6 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

### **SECTION 13. PATENT/COPYRIGHT INFRINGEMENT**

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

### **SECTION 14. DISPUTES**

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative will be final and conclusive.

### **SECTION 15. CONFIDENTIALITY**

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

## SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.
- 16.3 If the Contractor is a federally recognized Indian tribe, the following provision applies: Each party hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the other party relating to, or arising under, this Contract. Each party hereby voluntarily consents to the personal jurisdiction of the Superior Court of the State of Washington, County of Kitsap, solely for this purpose.

## SECTION 17. MISCELLANEOUS

- 17.1 **Authority.** The Contractor certifies that it has the legal authority to apply for the funds covered under this Contract.
- 17.2 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.3 **Remedies.** All remedies provided for in this Contract will be construed as cumulative and will be in addition to any other remedies provided by law.
- 17.4 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.5 **Conflict of Interest.** The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contractor will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.
- 17.6 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representative from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.7 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six (6) years after termination of the Contract.
- 17.8 **Publication.** The Contractor will not publish any results of the works performed under this Contract without the advance written permission of the County.
- 17.9 **County Review.** The County may, at reasonable times, review and monitor the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Board of County Commissioners, or its respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by County agents or employees, and the inspection of all

records or other materials which the County deems pertinent to the Contract and its performance, except those deemed confidential by law.

17.10 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.

17.11 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

17.12 **Suspension, Debarment, and Lobbying.** The Contractor shall certify, on a separate form (Attachment D), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Attachment E), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.

17.13 **Attachments.** The parties acknowledge that the following attachments, which are attached to this Contract, are expressly incorporated by this reference:

Attachment A – Special Terms and Conditions  
Attachment B – Statement of Work  
Attachment C – Budget Summary/Estimated Expenditures  
Attachment D – Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
Attachment E – Certification Regarding Lobbying  
Attachment F- Prevailing Wage

In the event of an inconsistency between these General Terms and Conditions and the attachments, precedence shall be given in the following order: (1) General Terms and Conditions; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget Summary/Estimated Expenditures.

17.14 **Whole Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the Contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

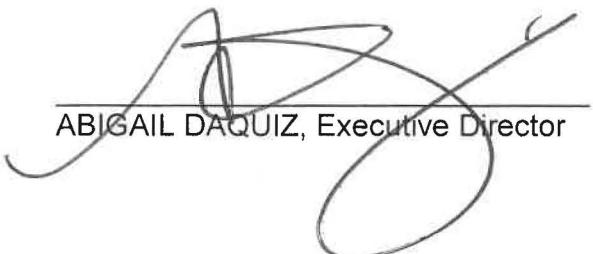
17.15 **Notices.** Any notice will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

## **SECTION 18. PREVAILING WAGE**

Contractor shall comply with the prevailing wage requirements identified in Attachment F, which is incorporated in full by this reference.

Dated this 11<sup>th</sup> day of December, 2025.

**CONTRACTOR**  
**NORTHWEST JUSTICE PROJECT**



ABIGAIL DAQUIZ, Executive Director

Dated this 30 day of December, 2025

**KITSAP COUNTY**



VICTORIA BRAZITIS, County Administrator

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

**N/A**

## **Kitsap County Face Sheet**

For Sub-recipient Contracts Using Federal Awards

*CFR 200.332 Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide unavailable information when it is obtained. Required information includes:  
(Fill in)*

Subrecipient's unique entity identifier: N/A

Federal Award Identification Number (FAIN): N/A

Federal Revenue Award Date: N/A

Subaward Period of Performance Start and End Date: N/A

Check to verify the information is in contract:

Subrecipient's name (must match the name associated with its unique entity identifier):

Federal award identification:

Subaward Budget Period Start and End Date:

Amount of Federal Funds Obligated in the subaward:

Amount of Federal Funds Obligated to the sub by the pass-through entity, including the current financial obligation:

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:

Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA):

Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity:

Dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement:

Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414):

## **ATTACHMENT A: SPECIAL TERMS AND CONDITIONS**

This Page Intentionally Blank

## ATTACHMENT B: STATEMENT OF WORK

### SERVICE DELIVERY- LEGAL SERVICES FOR VETERANS

The Contractor shall provide Legal Assistance services for the purpose of enabling eligible Kitsap County veterans whose household income is at or below 200% of the federal poverty level and experiencing non-criminal legal problems to access the justice system by offering representation, advocacy, counseling, training, education, and information to remove legal barriers to housing, employment, and self-sufficiency. During the contract period, the Contractor shall provide 571 hours of legal service to eligible veterans in an estimated 100 cases.

Veteran Legal Services shall be delivered as follows:

#### A. Referral and Intake Screening

The Contractor shall develop a policy outlining referral options that include a toll free number. Referral and Intake Screening can be further accommodated or adapted to meet the needs of homeless veterans or veterans with disabilities, when requested. Upon receipt of a list of Veteran Service Organizations/officers (VSOs) assisting with Veteran Assistance Fund (VAF) applications, the Contractor will conduct the necessary outreach to ensure that the correct information regarding referral options is available.

The Contractor shall maintain a screening tool, to be applied at the point of intake, to screen for those cases which may be appropriate for intervention from services other than legal assistance services, and general eligibility for Veteran Legal Services.

In so doing, the following shall be determined:

1. Services requested
2. Problem identification
3. Existing support system
4. Necessity of Legal Services versus other intervention(s)
5. Existing support system (with advice)
6. Veteran Information &Assistance intervention (advocacy, program screening, referral, etc.)

Following screening, those cases which appear to be appropriate for other interventions may first be referred to the appropriate services. Cases which then fail to be resolved by other interventions may be referred back to the Northwest Justice Project for Veteran Legal Services.

#### B. Case Prioritization:

Cases which appear to require Veteran Legal Services assistance will be prioritized with a goal to remove barriers to (1) housing, (2) employment, and (3) self-sufficiency, including, but not limited to, the following case categories:

1. Housing
2. Driver's License Reinstatement
3. Consumer Issues
4. Income Maintenance (including VA overpayment)
5. Family Law
6. Veteran Specific Issues (including access to VA health care and information and advice on discharge upgrades and characterization of service determinations).

C. The Contractor shall attempt to involve the private bar in furnishing services to individuals on a pro bono and reduced-fee basis.

D. The Contractor shall maintain a blind client satisfaction form to be provided to all clients at case closure or at the first in-person contact with the client. Clients shall then complete the survey and mail to Kitsap County. Return postage shall be provided when given to the client.

E. The Contractor shall meet project performance standards. Service shall be provided to eligible veterans for an approximate 100 cases. A minimum of 571 billable service hours shall be provided. Units of Service not used in Service items two through four may be used in item one. The volunteer attorney match hours are optional. Total hours for Veteran Legal Services shall consist of:

| SERVICE   | UNITS OF SERVICE  |
|---|-------------------|
| 1. Community Legal Services                           | 551 hours         |
| 2. Community Training & Consultation                  | *4 hours          |
| 3. Residential Legal Services                         | *6 hours          |
| 4. Veteran Service Officer Training & Consultation    | *3 hours          |
| <b>Subtotal</b>                                       | <b>*564 hours</b> |
| 5. Optional Match (maybe Voluntary Attorney Services) | **7 hours         |
| <b>Total</b>  | <b>571 hours+</b> |

\*Maximum Allowable

\*\*To qualify as match, Voluntary Attorney Services (VAS) must meet the following conditions:

1. If VAS hours are claimed, the Contractor must initiate the service.
2. Clients receiving assistance via VAS shall be eligible individuals as determined by the screening characteristics outlined in Section A above.
3. Services provided by VAS shall be in accordance with the case prioritization policies as defined in Section B, above.
4. Service invoices shall be submitted to the VAS in accordance with the existing procedures in Kitsap County. The Contractor shall submit a copy of the invoice as backup for its monthly reimbursement request.

F. Client services and demographics shall be reported according to the reporting requirements outlined in Section IV.

G. For the contract period, the Contractor shall provide services on a fee-for service contract basis at the following rate:

1. One hour of service (Attorney or Paralegal): \$140.00
2. Billing time is accomplished at one-tenth of an hour at 6-minute increments.

An expenditure Report/Unit Rate Invoice is required to be submitted by the Contractor no later than the tenth (10th) day of the month for services provided the previous month. This form will be provided by Kitsap County.

ATTACHMENT C: BUDGET SUMMARY

**Kitsap County Veterans Assistance Program Budget**

**January 1, 2026 – December 31, 2026**

| <b>Northwest Justice Project</b>           |   |                       |                       |   |   |
|--|---|-----------------------|-----------------------|---|---|
| <b>KC-002-26</b>                           |   |                       |                       |   |   |
| <b>January 1, 2026 – December 31, 2026</b> |   |                       |                       |   |   |
| <b>Expenditure Cost</b>                    | <b>Fund Source</b>  | <b>Time Period</b>    | <b>Current Budget</b> | <b>Amendment Changes To This Budget</b> | <b>Total Amount of Amendment Contract</b> |
| Legal Services                             | Kitsap County Real and Personal Tax (RCW 78.08 Veterans Relief Fund | 1/1/2026 – 12/31/2026 | \$80,000.00           |   |   |

**ATTACHMENT 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: Northwest Justice Project**

Name: Abigail Baquiz  
Title: Executive Director  
DATE: 12/11/2028

## ATTACHMENT E: 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 an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

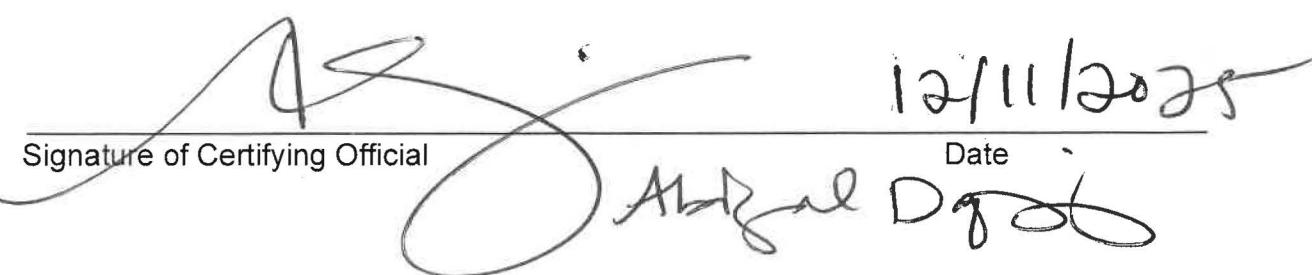
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Northwest Justice Project

Contractor Organization

Signature of Certifying Official

Date



## ATTACHMENT F: PREVAILING WAGE

Effective January 1, 2020, contractors must file weekly certified payroll reports for all prevailing wage jobs (regardless of project amount) and submit them directly to L&I.

### General

Contractor shall comply with the prevailing wage requirements of chapter 39.12 RCW and WAC 296-127, specifically including RCW 39.12.020 and WAC 296-127-023 (Building Service Maintenance), if applicable. Contractor shall pay not less than the prevailing rate of per diem wages to its employees and shall provide documentation to the County of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of wage statement shall be posted by the Contractor in a location readily visible to workers at the job site or as provided in RCW 39.12.020

### Over \$2,500

For contracts greater than \$2,500, a “Statement of Intent to Pay Prevailing Wages: (hereinafter “Statement of Intent”) must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. If the Contract is more than \$10,000, the Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An “Affidavit of Wages Paid” must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.

### \$2,500 or Less

For contracts \$2,500 or less, the Contractor may submit the Statement of Intent to the County directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the Contractor will submit an “Affidavit of Wages Paid” to the County.

### Statement of Intent

The Statement of Intent and Affidavit of Wages Paid must be submitted on forms approved by the Department of Labor and Industries.



NORTJUS-02

SROSS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2025

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

|   |                               |                |
|---|-------------------------------|----------------|
| PRODUCER                                      | CONTACT NAME:                 |                |
|   | PHONE (A/C, No, Ext):         | (206) 623-7035 |
| INSURED                                       | E-MAIL ADDRESS:               |                |
|   | INSURER(S) AFFORDING COVERAGE |                |
| INSURER A : Chubb Indemnity Insurance Company |                               | 12777          |
| INSURER B : Great Northern Insurance Company  |                               | 20303          |
| INSURER C : Federal Insurance Company         |                               | 20281          |
| INSURER D :                                   |                               |                |
| INSURER E :                                   |                               |                |
| INSURER F :                                   |                               |                |

World Insurance Associates, LLC  
1501 4th Avenue, Suite 730  
Seattle, WA 98101

Northwest Justice Project  
401 2nd Ave S. #407  
Seattle, WA 98104

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR<br>INSD WVD | POLICY NUMBER | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS   |              | REVISION NUMBER: |
|----------|---|-----------------------|---------------|----------------------------|----------------------------|--|--------------|------------------|
|          |   |                       |               |                            |                            |  |              |                  |
| A        | COMMERCIAL GENERAL LIABILITY  | X                     | D02038936     | 10/27/2025                 | 10/27/2026                 | EACH OCCURRENCE  | \$ 1,000,000 |                  |
|          | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                         |                       |               |                            |                            | DAMAGE TO RENTED PREMISES (Ea occurrence)              | \$ 1,000,000 |                  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |                       |               |                            |                            | MED EXP (Any one person)                               | \$ 10,000    |                  |
|          | POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC          |                       |               |                            |                            | PERSONAL & ADV INJURY                                  | \$ 1,000,000 |                  |
|          | OTHER:  |                       |               |                            |                            | GENERAL AGGREGATE                                      | \$ 2,000,000 |                  |
| B        | AUTOMOBILE LIABILITY  |                       | 2573637007    | 10/27/2025                 | 10/27/2026                 | PRODUCTS - COMP/OP AGG                                 | \$ 2,000,000 |                  |
|          | ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS |                       |               |                            |                            | COMBINED SINGLE LIMIT (Ea accident)                    | \$ 1,000,000 |                  |
|          | X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |                       |               |                            |                            | BODILY INJURY (Per person)                             | \$           |                  |
| C        | UMBRELLA LIAB   | X OCCUR               | 56719180      | 10/27/2025                 | 10/27/2026                 | BODILY INJURY (Per accident)                           | \$           |                  |
|          | EXCESS LIAB   | CLAIMS-MADE           |               |                            |                            | PROPERTY DAMAGE (Per accident)                         | \$           |                  |
|          | DED <input checked="" type="checkbox"/> RETENTION \$ 0                        |                       |               |                            |                            |  | \$           |                  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                 | Y/N                   | D02038936     | 10/27/2025                 | 10/27/2026                 | PER STATUTE <input checked="" type="checkbox"/> OTH-ER |              |                  |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   | N/A                   |               |                            |                            | E.L. EACH ACCIDENT                                     | \$ 1,000,000 |                  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                        |                       |               |                            |                            | E.L. DISEASE - EA EMPLOYEE                             | \$ 1,000,000 |                  |
|          |   |                       |               |                            |                            | E.L. DISEASE - POLICY LIMIT                            | \$ 1,000,000 |                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is additional insured if required by written contract or agreement.

## CERTIFICATE HOLDER

## CANCELLATION

|  |  |
|--|--|
| Kitsap County Veterans Assistance Division<br>Attn: Stephen Corcoran, Veterans Program Coordinator<br>614 Division Street MS-23<br>Port Orchard, WA 98366-4676 | 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<br>  |



## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

|   |  |  |
|---|--|--|
| Named Insured<br><b>NORTHWEST JUSTICE PROJECT</b>           |  |  |
| Policy Number<br><b>D02038936</b>                           | Policy Period<br><b>10-27-2025 to 10-27-2026</b> | Effective Date of Endorsement<br><b>10-27-2025</b> |
| Name of Company<br><b>CHUBB INDEMNITY INSURANCE COMPANY</b> |  |  |

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If any other endorsement attached to this policy amends any provision also amended by this enhancement endorsement, then that other endorsement controls with respect to such provision, and the changes made by this enhancement endorsement with respect to such provision do not apply.

#### TABLE OF CONTENTS

|   |
|---|
| <b>A. Expected Or Intended Injury – Exception For Property Damage Caused By Reasonable Use Of Force</b>   |
| <b>B. Non-Owned Watercraft Under 55 Feet</b>  |
| <b>C. Non-Owned Aircraft Exception</b>  |
| <b>D. Damage To Property – Exception For Equipment Loaned Or Rented To The Insured</b>  |
| <b>E. Electronic Data – Exception For Physical Injury To Tangible Property</b>  |
| <b>F. Pollution – Exception For Damage To Rented Premises Caused By Hostile Fire</b>  |
| <b>G. Personal And Advertising Injury Coverage – Contractual Liability Exception For Insured Contracts</b>  |
| <b>H. Medical Expenses Coverage – Three Years To Report Expenses</b>  |
| <b>I. Supplementary Payments – Increased Limits</b>   |
| <b>J. Who Is An Insured – Subsidiaries Or Newly Acquired Or Formed Organizations – Including New And Existing Subsidiaries, Partnerships, Joint Ventures, Limited Liability Companies</b> |
| <b>K. Who Is An Insured – Employees Including Incidental Healthcare Professional Services</b>   |
| <b>L. Additional Insureds</b>   |
| <b>Controlling Interest</b>   |
| <b>Lessors Of Leased Equipment</b>  |
| <b>Managers Or Lessors Of Premises</b>  |
| <b>Mortgagee, Assignee Or Receiver</b>  |
| <b>Other Persons Or Organizations Pursuant To A Contract Or Agreement</b>   |
| <b>Trade Show Event Lessor</b>  |
| <b>Vendors</b>  |
| <b>M. Medical Expense Limit – \$15,000</b>  |
| <b>N. Knowledge/Notice Of Occurrence</b>  |
| <b>O. Primary And Non-Contributory</b>  |
| <b>P. Unintentional Failure To Disclose Hazards</b>   |
| <b>Q. Waiver Of Subrogation Required By Contract</b>  |
| <b>R. In Rem</b>  |
| <b>S. Coverage Territory – Limited Worldwide</b>  |
| <b>T. Insured Contract Amended – Railroad Limitations Removed</b>   |
| <b>A. Expected Or Intended Injury – Exception For Property Damage Caused By Reasonable Use Of Force</b>   |
| <b>Exclusion a. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage</b>   |

**Liability** is deleted and replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured, even if the actual "bodily injury" or "property damage" is of a different degree or type than intended or expected. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**B. Non-Owned Watercraft Under 55 Feet**

Paragraph (2) of Exclusion **g.** under Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

This exclusion does not apply to:

**(2) A watercraft you do not own that is:**

- (a) Less than 55 feet long; and**
- (b) Not being used to carry persons or property for a charge;**

**C. Non-Owned Aircraft Exception**

Exclusion **g.** under Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

This exclusion does not apply to:

**(6) An aircraft you do not own provided:**

- (a) The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;**
- (b) It is rented with a trained, paid crew; and**
- (c) It does not transport persons or cargo for a charge.**

**D. Damage To Property – Exception For Equipment Loaned Or Rented To The Insured**

Exclusion **j.** under Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

**E. Electronic Data – Exception For Physical Injury To Tangible Property**

Exclusion **p.** under Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to:

- (1) "Bodily injury"; or**
- (2) Physical injury to tangible property.**

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**F. Pollution – Exception For Damage To Rented Premises Caused By Hostile Fire**

Exclusion f. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

This exclusion does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a "hostile fire", explosion, smoke or leakage from fire protection equipment.

**G. Personal And Advertising Injury Coverage – Contractual Liability Exception For Insured Contracts**

Exclusion e. under Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is deleted and replaced by the following:

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a written contract or agreement that is an "insured contract" provided the "personal and advertising injury" is caused by an offense first committed after the execution of the contract or agreement.

**H. Medical Expenses Coverage – Three Years To Report Expenses**

Subparagraph 1.a.(b) under **Section I – Coverage C – Medical Payments** is deleted and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

**I. Supplementary Payments – Increased Limits**

Paragraph 1. under **Section I – Supplementary Payments –Coverages A And B** is deleted and replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of:
    - (1) Bail bonds; or
    - (2) Bonds required to:
      - (a) Appeal judgments; or
      - (b) Release attachments;but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.
- c. 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 \$1,000 a day because of time off from work.
- d. All court costs taxed against the insured in the "suit".
- e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

**J. Who Is An Insured – Subsidiaries Or Newly Acquired Or Formed Organizations – Including New And Existing Subsidiaries, Partnerships, Joint Ventures, Limited Liability Companies**

Paragraph 2. under **Section II – Who Is An Insured** is deleted and replaced by the following:

2. If there is no other insurance available, each of the following is also a Named Insured:

- a. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- b. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

#### **K. Who Is An Insured – Employees Including Incidental Healthcare Professional Services**

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

- 3. Each of the following is also an insured:

- a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:
  - (1) "Bodily injury" or "personal and advertising injury":
    - (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
    - (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph (1)(a) above; or
    - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph (1)(a) or (b) above.

With respect to “bodily injury” only, the limitations described in Paragraph 3.a.(1) above do not apply to:

- (i) You or to your directors, managers, members, “executive officers”, partners or supervisors as insureds;
- (ii) Your “employees” as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an “employee”; or
- (iii) Your “employees” who are nurses, emergency medical technicians, or paramedics as insureds, with respect to such damages that are caused by providing or failing to provide professional healthcare services, but only if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

(2) “Property damage” to any property owned, occupied or used by you or by any of your directors, managers, members, “executive officers” or partners (whether or not an “employee”) or by any of your “employees”. This limitation does not apply to “property damage” to premises while rented to you or temporarily occupied by you with the permission of the owner.

## **L. Additional Insureds**

Paragraph 3. under **Section II – Who Is An Insured** is amended by including the following:

### **Controlling Interest**

Any person or organization that has financial control of you or owns, maintains or controls premises while you lease or occupy such premises, but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by or for that person or organization.

### **Lessors Of Leased Equipment**

Any person or organization from whom you lease equipment, but only with respect to the maintenance or use by you of such equipment, and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to an “occurrence” that takes place, or an offense that is committed, after the equipment lease ends.

### **Managers Or Lessors Of Premises**

Any person or organization from whom you lease premises, but only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to:

- (1) An “occurrence” that takes place, or an offense that is committed, after you cease to be a tenant in such premises; or
- (2) Any structural alteration, new construction or demolition operations performed by or on behalf of them.

### **Mortgagee, Assignee Or Receiver**

A mortgagee, assignee or receiver of premises, but only with respect to such mortgagee, assignee or receiver’s liability for “bodily injury”, “property damage” or “personal and advertising injury” arising out of your ownership, maintenance or use of a premises by you. However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### **Other Persons Or Organizations Pursuant To A Contract Or Agreement**

Any person or organization that you are obligated pursuant to a contract or agreement to provide with such insurance as is afforded by this policy are insureds.

However, the person or organization is an insured only:

- (1) To the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- (2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- (3) With respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured:

- (1) That is more specifically identified under any other provision of **Section II – Who Is an Insured** (regardless of any limitation applicable thereto).
- (2) With respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

#### **Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or display, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations at the trade show event premises during the trade show event.

However, no such person or organization is an insured with respect to "bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **Vendors**

Any person or organization who is a vendor of "your products", but only with respect to liability for "bodily injury" or "property damage" resulting from the distribution or sale of "your product" in the regular course of their business. However, no such person or organization is an insured with respect to any:

- (1) Assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages for "bodily injury" or "property damage" that such person or organization would have in the absence of such contract or agreement;
- (2) Representation or warranty unauthorized by you;
- (3) Physical or chemical change in "your product" made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your product";
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product"; or
- (7) Of "your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization is an insured from whom you have acquired "your product", or any ingredient, part or container entering into, accompanying or containing "your product".

#### **Limitations Applicable To Additional Insureds**

With respect any person or organization that qualifies as an additional insured under paragraph **L.** above, the following limitations apply to such insured:

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

#### **Limits Of Insurance Applicable to Additional Insureds**

With respect any person or organization that qualifies as an additional insured under paragraph **L**. above, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable limits of insurance;  
whichever is less.

However, the above paragraph shall not increase the applicable limits of insurance.

#### **M. Medical Expense Limit – \$15,000**

Paragraph **7**. under **Section III – Limits Of Insurance** is amended by including the following:

The Medical Expense Limit is the greater of:

- a. \$15,000; or
- b. The amount shown in the Declarations for the Medical Expense Limit.

#### **N. Knowledge/Notice Of Occurrence**

Paragraph **2**. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

- f. Knowledge of an “occurrence” or offense by an agent or “employee” of the insured will not constitute knowledge by the insured, unless an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee knows about such “occurrence” or offense.
- g. Failure of an agent or “employee” of the insured, other than an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.
- h. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

#### **O. Primary And Non-Contributory**

Subparagraph **4.a.** under **Section IV – Commercial General Liability Conditions** is amended to include the following:

However, if you are obligated to a written contract or agreement to provide a person or organization that is included in **Section II – Who Is an Insured** with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

#### **P. Unintentional Failure To Disclose Hazards**

Paragraph **6**. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

Unintentional failure of an “employee” of the insured to disclose a hazard or other material information will not violate this condition, unless an “executive officer” (whether or not an “employee”) of any insured knows about such hazard or other material information.

#### **Q. Waiver Of Subrogation Required By Contract**

Paragraph **8**. under **Section IV – Commercial General Liability Conditions** is deleted and replaced by the

following:

**8. Waiver Of Subrogation Required By Contract**

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, 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. This paragraph does not apply to Coverage C.

**R. In Rem**

The following is added to **Section IV – Commercial General Liability Conditions**:

Any "suit" brought as an action In Rem against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

**S. Coverage Territory – Limited Worldwide**

Paragraph 4. under **Section V – Definitions** is deleted and replaced by the following:

4. "Coverage territory" means all parts of the world.

However, "coverage territory" does not include any:

- a. "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or
- b. Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

**T. Insured Contract Amended – Railroad Limitations Removed**

Paragraph 9. under **Section V – Definitions** is deleted and replaced by the following:

9. "Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. Any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

"Insured contract" does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

- (1) Preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Giving directions or instructions, or failing to give them.

All Other Terms And Conditions Remain Unchanged.



---

Authorized Representative

## 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:  Penalt:  

License Number:

| Show 25 per page Showing 0 records                    |   |              |   |         |   |            |   |                  |   |        |   |
|---|---|--------------|---|---------|---|------------|---|------------------|---|--------|---|
| Company Name  | ▲ | UBI          | ▼ | License | ▼ | Principals | ▼ | Related Business | ▼ | Status | ▼ |
| RCW   | ▼ | Debar Begins | ▼ | Ends    | ▼ | Due        | ▼ | Wages            | ▼ | Due    | ▼ |
| There are no records that match your search criteria. |   |              |   |         |   |            |   |                  |   |        |   |

Show 25 per page Showing 0 records