

## CONTRACT FOR HUMAN SERVICES

This contract for Human Services (the Contract) is entered into by Kitsap County, a Washington State municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the "County"); and The Coffee Oasis, Washington Nonprofit Corporation, having its principal office at 837 4<sup>th</sup> Street, Bremerton, WA 98337 (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

Carl Borg, Housing and Homelessness Division Manager

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)

**Contractor's Contract Representative**

Bryce Clark, Executive Director  
The Coffee Oasis  
837 4<sup>th</sup> Street  
Bremerton, WA 98337  
(360) 265-5159  
[bryce.clark@thecoffeeoasis.com](mailto:bryce.clark@thecoffeeoasis.com)

**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 \$125,000. 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;  
  
The Coffee Oasis  
837 4<sup>th</sup> Street  
Bremerton, WA 98337
- 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:

Carl Borg  
Housing and Homelessness Division  
Kitsap County Department of Human Services  
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. 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 Contract 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 Contract upon a participant's engaging in any such explicitly religious activities.
- 11.5 Accessibility. To the extent Services or Work Product (as defined in Section 12.4) include electronic documents (e.g., PDFs, reports), software, or web content, Contractor warrants such items shall comply with current technical standards for web and mobile accessibility set forth in 28 CFR § 35.200, which incorporates by reference the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. Contractor shall promptly remediate any non-conformance at its sole expense. For Work Product intended for public use or distribution, Contractor shall provide accessible versions meeting these standards simultaneously with initial delivery. Contractor shall provide a Voluntary Product Accessibility Template upon request. Subject to the exceptions in 28 CFR 35.201, this requirement applies to all Work Product created or modified by Contractor. This warranty survives County's acceptance of Work Product and Contract termination or expiration, to ensure County compliance with Title II of the Americans with Disabilities Act, 28 CFR Part 35, Subpart H, and the DOJ's 2024 Final Rule (89 FR 31320).

## **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
  - Attachment D – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
  - Attachment E – Certification Regarding Lobbying

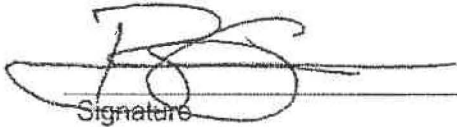
In the event of an inconsistency between these General Terms and Conditions and the attachments, precedence shall be given in the following order: (1) General Terms and Conditions; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget Summary/Estimated Expenditures.

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.

Dated this 9 day of April, 2026.

**THE COFFEE OASIS**

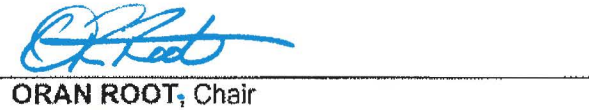
  
Signature

**BRYCE CLARK**  
Print Name

**EXECUTIVE DIRECTOR**  
Title

Dated this 27 day of April, 2026.

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

  
ORAN ROOT, Chair

  
KATHERINE T. WALTERS, Commissioner

  
CHRISTINE ROLFES, Commissioner

ATTEST:

  
DANA DANIELS, CLERK OF THE BOARD



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:

Federal Award Identification Number (FAIN):

Federal Revenue Award Date:

Subaward Period of Performance Start and End Date:

### 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**

### **Purpose**

This Agreement is to distribute the document recording surcharge funds awarded pursuant to RCW 36.22.250 for Homeless Housing Grant Program (HHGP) and Affordable Housing Grant Program (AHGP) awards.

### **Permissible-Use Warranty**

The Recipient warrants that its planned and actual uses of Grant Award constitute permissible uses for document recording surcharge funds as established by RCW 36.22.250. This section shall survive the expiration or termination of this Agreement.

## ATTACHMENT B: STATEMENT OF WORK

### Summary of Work

Grant funds to The Coffee Oasis for Homeless Youth Services (HYS), a homeless outreach and survival program operating in three (3) locations: 822 Burwell St, Bremerton 98337; 807 Bay St, Unit A, Port Orchard 98366; and 780 NE Iverson St, Poulsbo 98370 for allowable administration, allowable building operations and maintenance, and allowable program operations expenses for the contract period as detailed in the response to the 2026-2027 Homeless Services Notice of Funds Availability (NOFA) and the 2026 Contract Info Sheet.

Funds are to be used solely for the identified purposes and in the manner described in this contract.

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

### Scope of Work

The following comprise the elements of the scope of work, including specific requirements.

Homeless Youth Services (HYS) to be operated as a Homeless Outreach and Survival program, meeting the following criteria as defined in the 2026-2027 Homeless Services Notice of Funds Availability (NOFA):

- **Homeless Outreach and Survival**
  - Person-to-person outreach to engage people experiencing homelessness who are otherwise not accessing services for the purpose of connecting them with emergency shelter, housing, or other critical services
  - Provision of outdoor survival gear (e.g. tents, sleeping bags, tarps)
  - Provision of bus tokens and transportation assistance
  - Assistance for showers, laundry, and personal hygiene supplies
  - Assistance with state IDs, drivers' licenses, and other legal documentation
  - Funds may not be provided directly to individuals; gift cards are not allowed

The Coffee Oasis' Homeless Youth Services (HYS) program shall perform street and school-based outreach to homeless youth and operate three (3) low-barrier drop-in centers which provide access to food, showers, laundry, clothing, and case management services.

The following are additional requirements of the contractor:

- **Coordinated Entry Referrals:** Work with the Coordinated Entry Program 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 3 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. Projects designed to serve families with children experiencing homelessness must ensure equal access regardless of family composition and regardless of the age of a minor child. Projects that operate gender segregated facilities must allow the use of facilities consistent with the person's gender identity or expression.
- **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. Ensure that the complaint/grievance policy meets all minimum requirements as indicated in the corresponding Grant Guidelines.
- **Staff Training:** Staff working with clients should be, at a minimum, trained in ACES/Resiliency, trauma-informed services, local coordinated entry policies and procedures, fair housing, housing first, racial equity, LGBTQ+ competency, rapid rehousing, progressive engagement and problem solving (diversion), and mental health first aid and any other trainings required per the CHG Guidelines. Attendance must be documented.
- **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.

**Required Program Performance Measures and Targets:**

Local Performance Targets are established through a variety of methods, including the associated RFP or NOFA, the Program Application and the Contract Information Sheet.

Statewide Performance Targets are established by the Washington State Department of Commerce. For more information on Statewide Performance Targets, please visit: <http://kcowa.us/hmis-dq-plan> and <http://kcowa.us/chg-perf>

### Local Performance Targets

Performance Measure	Contract Performance Target
Number of Households Served Annually	300
Number of Unsheltered* Households Served Annually	250

\*Unsheltered Households: Households entering from place not meant for habitation or fleeing DV

### Statewide Performance Targets

Performance Measure	State Performance Target
Equitable Outcomes	Outcomes across racial and ethnic demographics should not be significantly less than the overall rate

### Statewide Data Quality Measures

Data Quality Measures	State Performance Target
Timeliness - Project Start	95% of clients entered within <b>3 days</b> or Decrease in avg days for entry
Timeliness - Project Exit <i>NBN/Outreach: see exclusions</i>	95% of clients exited within <b>3 days</b> or Decrease in avg days for entry
Timeliness - Annual Assessment	95% completed within 60-days of anniversary date
Completeness - Prior Living Situation	95% of client data entered with valid responses <sup>1</sup>
Completeness - Destination at Program Exit <i>NBN/Outreach: see exclusions</i>	95% of client data entered with valid responses <sup>1</sup>
Completeness – Personally Identifying Information (PII) (first, last, DOB, SSN) for consenting	95% of consenting clients have all PII elements completed

clients <i>NBN/Outreach: see exclusions Victim Services Providers must enter as consent refused</i>	with valid responses <sup>1,2</sup> (or improvement from prior period)
<b>Completeness – Universal Data Elements</b> (gender, race/ethnicity, veteran status) for all clients <i>NBN/Outreach: see exclusions</i>	95% of all clients have all profile elements completed with valid responses <sup>1</sup> (or improvement from prior period)
<b>Completeness – Program Elements</b> (disabilities, income, benefits, health insurance, DV) for all clients at both entry and exit <i>NBN/Outreach: see exclusions</i>	95% of all clients have all profile elements completed with valid responses <sup>1</sup> (or improvement from prior period)
<b>Accuracy – No Data Inconsistencies</b> <i>(See Dept of COM HMIS Data Quality Plan)</i>	<5% of all clients have data inconsistencies

<sup>1</sup>A valid response is something other than “Client doesn’t know”, “Client prefers not to answer”, “No exit interview”, “Data not collected”, or is missing.

<sup>2</sup>Profile PII elements: Response is not valid if name contains “Partial”, “Street Name”, “Code Name”; DOB is “Approximate” or “Partial”, or these elements contain “Client doesn’t know”, “Client prefers not to answer”, or is missing.

3 Positive Outcome Destinations include exit destinations to permanent, temporary, and some institutional destinations. Positive destinations exclude the following: “Place not meant for habitation”, “Jail, prison, or juvenile detention facility”, “Other”, or “Client doesn’t know”, “Client prefers not to answer”, “No exit interview”, “Data not collected”, or is missing.

**Agencies will never require a client to provide additional information even if they have consented but should gather it to the best of their ability.**

**Night by Night (NBN) Shelter and Outreach Exclusions**

**Completeness - Night-by-Night and Street Outreach Exclusion:**

- Completeness is not measured until date of engagement identified

**Project Exit Timeliness – Night by Night Shelter and Street Outreach Programs Exclusion:**

- Known exits should be updated within 3 calendar days.
- For clients that have dropped out of contact at or before 90 days, the exit date should be the day after the last recorded bed night.

**ATTACHMENT C: BUDGET SUMMARY**

**Contractor:** The Coffee Oasis: Homeless Youth Services

**Contract Number:** KC-227-26

**Time Period:** January 1, 2026 – December 31, 2026

Administration Expenses will be utilizing an Indirect Rate based on the federal de minimis rate.

<b>Cost Category</b>	<b>Fund Source</b>	<b>Previous Budget</b>	<b>Amendment Changes this Contract</b>	<b>Current Budget</b>
Administration	Homeless Housing Grant Program - 1131	N/A	N/A	\$16,304.00
Program Operations	Homeless Housing Grant Program - 1131	N/A	N/A	\$100,000.00
Building Operations & Maintenance	Homeless Housing Grant Program - 1131	N/A	N/A	\$8,696.00
<b>Budget Total</b>				<b>\$125,000.00</b>
<b>CONTRACT TOTAL</b>				<b>\$125,000.00</b>

Line items changes must be requested in writing and require Kitsap County approval.

*Please refer to the KCHHD Grant Guidelines for details on the amendment request deadline and process.*

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

**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:**

Name: Bryce Clark

Title: Executive Director

Date: 4/10/26

**ATTACHMENT E: CERTIFICATION REGARDING LOBBYING**

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

The Coffee Oasis

Contractor Organization



Signature of Certifying Official

4/10/26

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2025

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 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 A.G. Beck Insurance Inc. PO Box 4052 Silverdale WA 98383	360-692-5998 360-692-6431	CONTACT NAME: A.G. Beck Insurance Inc. PHONE (A/C, No, Ext): 360-692-5998 E-MAIL ADDRESS: aaron@agbeckinsurance.com PRODUCER CUSTOMER ID #:	FAX (A/C, No): 360-692-6431
INSURED		INSURER(S) AFFORDING COVERAGE	
The Coffee Oasis 837 Fourth Street Bremerton WA 98337		INSURER A: Scottsdale Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**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.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	CPS8032346	07/07/2025	07/07/2026	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Kitsap County is additional insured by way of Blanket AI endorsement.

**CERTIFICATE HOLDER**

Kitsap County  
 345 6th Street, Suite 400  
 Bremerton WA 98342

**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

Aaron G Beck

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All Words

e.g. 1606N020Q02

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- Any Words *i*
- All Words *i*
- Exact Phrase *i*

e.g. 1606N020Q02

debarment

### Federal Organizations

The Coffee Oasis

No results found

- Active
- Inactive

As of 3/26/26

## 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:  Penalty Due:  Wage Due:   
License Number:

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Show 25 per page Showing 0 records

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

Show 25 per page Showing 0 records

As of 3/26/26