

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 Boys & Girls Clubs of South Puget Sound having its principal office at 3875 South 66th St. Suite 101 Tacoma, WA 98409 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on June 1, 2025, and terminate on December 31, 2025. 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

Laura Hyde
Kitsap County Department of Human Services
614 Division Street MS-23, Port Orchard, WA 98366
(360) 337-4879

Contractor's Contract Representative

Nicole Lee
Boys & Girls Club of South Puget Sound
3875 South 66th Street
Tacoma, WA 98409

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 \$6,500. 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;
Boys & Girls Club of South Puget Sound
3875 South 66th Street
Tacoma, WA 48409
- 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.

X 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:

Laura Hyde
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.

This contract is effective June 1, 2025.

Dated this 4th day of September, 2025.

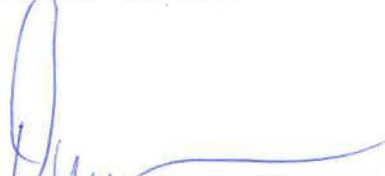
CONTRACTOR
Boys & Girls Clubs of South Puget Sound



CARRIE HOLDEN, President & CEO

Dated this 4 day of September, 2025.

KITSAP COUNTY



Doug Washburn, Human Services Director

Approved as to form by the Prosecuting Attorney's Office

ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

Juvenile Crime Prevention Services

SECTION 1. PROGRAM REQUIREMENTS

- 1.1 **Public Records.** The contracting agency shall maintain and safeguard project records and documents, and evidence of account procedures and practices. Records must be sufficient to justify all payments claimed and paid under this contract. These records shall be preserved and made available to the County and its agents for a period of three (3) years after the end of the contract. However, in the event of an audit, records shall be kept by the contracting agency until the audit is completely resolved. Records will be stored in a manner to preclude their loss or damage. The contracting agency will be responsible for the cost of storage.
- 1.2 **Inspection.** All files and records maintained under this contract shall be open to inspection, after reasonable notice to the Contractor, by designated County staff and their designated agents.
- 1.3 **Non-discrimination Notices.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical disability.
- 1.4 **County Review.** The County shall have the right to review 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 their respective delegates. Such review may include but is not limited to, with or without notice, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the contract and its performance, except those deemed confidential by law.

SECTION 2. FISCAL REQUIREMENTS

- 2.1 **Availability of Funds.** Reimbursements to Contractor are subject to (1) availability of such funds; and (2) Contractor's compliance with the terms of this contract.
- 2.2 **Review by Contract Administrator.** The Contract Administrator will review monthly voucher requests and supporting documentation of the Contractor as required by this contract. If a request appears to comply

with the requirements of this contract, the request will be signed and approved by the Contract Administrator for presentation to the Board of Commissioners.

- 2.3 **County Invoices.** Contractor agrees to submit request for payment on invoices provided by the County.

2.4 **Audit.**

- A. All Contract payments are subject to audit. Contractor agrees the County, or its agents may perform audits after reasonable advance notice to the Contractor at any time during the contract period or thereafter. If Contractor violates or permits violation of contract terms or conditions, Contractor shall, immediately upon request, repay to the County the amount of funds directly related to the violation.
- B. Contractor agrees to participate in and be bound by determinations arising out of the County's disallowed cost resolution process.

SECTION 3 REPORTING REQUIREMENTS

- 3.1. **Report.** Contractor agrees to provide County with a report that will be submitted to the Kitsap County Department of Human Services by January 15, 2026. The report will specifically address the progress attained in reaching and accomplishing the goals and objectives identified in the Statement of Work of this contract. The report will also describe specifically how the funds under this contract were expended to accomplish those goals and objectives.
- 3.2 **Monthly Reimbursement Requests.** The requests are to be submitted to the Contract Administrator on the forms provided by the County. *In no case shall payment be made to the Contractor prior to the 15th of the month for which services are billed.*

ATTACHMENT B: STATEMENT OF WORK

The Boys & Girls Clubs of South Puget Sound will provide one training class for Teen Mental Health First Aid (tMHFA) serving approximately 25-30 youth in Kitsap County. As a result of tMHFA training, teens will be able to recognize warning signs that peers are experiencing mental health challenges; listen actively and show empathy; and refer peers to trusted adults and professional services. Teens who complete tMHFA training receive a certificate that validates their status as mental health “first aider” for up to three years. 50% (10-15 youth) will complete the training and become certified mental health first aiders. Boys & Girls Clubs of South Puget Sound will also identify and train a community partner to provide future training for local sustainability of the program. Having additional local trainers will increase the community’s available resources for mental health beyond the grant period.

ATTACHMENT C: BUDGET SUMMARY

Kitsap County Commission on Children and Youth Programs that Prevent and Reduce the Impact of Adverse Childhood Experiences through Building Resiliency

Line-Item Budget Detail

Organization: Boys & Girls Clubs of South Puget Sound		Project Title: Teen Mental Health First Aid - Kitsap		
Cost Category: Expense Item		Private Funds	Public Matching Funds	Grand Total
1.	Staff Salaries	\$5,000.00	\$5,500.00	\$10,500.00
2.	Staff Benefits	\$500.00		\$500.00
	a) Percent of Salaries (%)			
3.	Travel or Transportation			
4.	Communications			
5.	Facilities			
6.	Office Supplies			
7.	Materials or Curriculum			
8.	Equipment or supplies	\$800.00	\$800.00	\$1,600.00
9.	Training			
10.	Subcontracts*			
11.	Miscellaneous**			
	a) Healthy snacks	\$200.00	\$200.00	\$400.00
	b)			
	c)			
	d)			
	e)			
	f)			
13.	Indirect Costs			
14.	Other			
15.	TOTAL	\$6,500.00	\$6,500.00	\$13,000.00
<p>* Subcontracts must be in accordance with the statement of work and approved by the Kitsap County Representative.</p> <p>** Miscellaneous expenses must be listed in more detail in the space provided</p>				

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: Carrie Holden 

Title: President & CEO

DATE: 9-4-25

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.

Boys & Girls Clubs of South Puget Sound (BGCSPS)

Contractor Organization



Carrie Holden, President & CEO

9-4-25

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.

Client#: 117206

BOYSGIRL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2025

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

PRODUCER Propel Insurance 1201 Pacific Avenue; Suite 1000 COM Middle Market Tacoma, WA 98402-4321		CONTACT NAME: Kellie Hogan PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: kellie.hogan@propelinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Berkshire Hathaway Specialty Insurance NAIC # 22276	
		INSURER B: Old Republic Insurance Company 24147	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

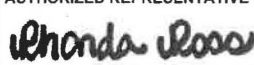
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:			47SPK26515401	03/15/2025	03/15/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			47RWS26515501	03/15/2025	03/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			47SUM26515601	03/15/2025	03/15/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	47SPK26515401 WA Stop Gap	03/15/2025	03/15/2026	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	D&O			ALT12106654	03/15/2025	03/15/2026	\$5,000,000 LIMIT
B	EPL			ALT12106654	03/15/2025	03/15/2026	\$5,000,000 LIMIT
A	Abuse/Molestation			47SPK26515401	03/15/2025	03/15/2026	\$1M OCC/\$3M AGG

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

RE: Operations of Named Insured.

Boys & Girls Clubs of America is named as additional insured under the General Liability, Sexual Misconduct Liability, and Umbrella policy(s). Umbrella coverage extends to Sexual Misconduct Coverage.

CERTIFICATE HOLDER Boys & Girls Clubs of America Attn: Christina Love 1275 Peachtree St NE Atlanta, GA 30309	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 
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ENDORSEMENT

This endorsement, effective 12:01 AM: 03.15.2025
Forms a part of Policy No.: 47RWS26515501
Issued to: Boys & Girls Club of South Puget Sound
By: **Berkshire Hathaway Specialty Insurance Company**

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – COVERED AUTOS LIABILITY COVERAGE

I. Subparagraph A.1. Who is an Insured is amended to include the following:

The following will qualify as a Named Insured if there is no similar insurance available to that organization, regardless of whether the limits of such insurance are exhausted:

- a. Any incorporated subsidiary in which you maintain ownership or majority interest on the effective date of the Policy.
- b. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest. However:
 - (1) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the Policy period, whichever is earlier; and
 - (2) Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

No person or organization will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

II. Subparagraph A.1. Who is an Insured is amended to include the following:

- d. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

- e. Any person or organization to whom you become obligated to include as an additional insured under this Policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this Policy, but only with respect to liability covered by the terms of this Policy, arising out of the use of a covered "auto" you own, hire or borrow. However, the insurance provided herein will not exceed the lesser of:
 - (1) The coverage and/or limits of this Policy, or
 - (2) The coverage and/or limits required by said contract or agreement.
- f. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.
- g. Your "employee" while operating an "auto" hired or rented under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- h. Any of your "executive officers" or his or her spouse, while a resident of the same household using a covered "auto" described below.

For the purposes of this Paragraph h., a covered "auto" for Liability Coverage is any "auto" you don't own, hire or borrow while being used by your "executive officer" or by his or her spouse while a resident of the same household except:

- (1) Any "auto" owned by that "executive officer" or a member of that person's household; or
- (2) Any "auto" used by that "executive officer" or his or her spouse while working in a business of selling, servicing, or repairing or parking "autos".

We will provide coverage to this "insured" equal to the broadest coverage applicable to any covered "auto" you own that is covered by this Policy. Any coverage provided to this "insured" is excess over any other valid and collectible insurance.

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

Subparagraph A.2.a **Supplementary Payments** is deleted and replaced with the following:

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

III. Exclusion **B.5. Fellow Employee** is deleted and replaced with the following:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

But this exclusion does not apply if you have workers' compensation insurance in force covering all of your "employees". Coverage provided under this exception is excess over any other collectible insurance.

SECTION III – PHYSICAL DAMAGE COVERAGE

I. Paragraph **A. Coverage** is amended to include the following Coverage:

Auto Lease Gap

If a long-term leased "auto" is a covered "auto" and the lessor is named in the Policy as a loss payee, we will pay in the event of a total "loss" the unpaid amounts due on the lease for the covered "auto" at the time of the "loss", less:

1. Overdue or any deferred lease payments at the time of the "loss";
2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
3. Security deposits not returned by the lessor;
4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the lease; and
5. Carry-over balances from previous leases.

The following has been added to the Other Insurance Condition:

The insurance provided by this Auto Loan/Lease GAP Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

II. Subparagraph A.4. Coverage Extensions is deleted and replaced with the following:

a. Transportation Expenses

We will pay up to \$60 per day to a maximum of \$2,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Hired Auto Physical Damage Coverage

(1) Loss of Use Expenses

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

- (a)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (b)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (c)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$1,000 per accident.

(2) Loss to Hired Auto

For Hired Auto Physical Damage, we will pay for "loss" to an "auto" you rented or hired without a driver, under a written rental contract or agreement. We will pay for "loss" if caused by:

- (a)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (b)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (c)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

We will provide coverage equal to the broadest coverage applicable to any covered "auto" you own that is covered by this Policy. However, the most we will pay for "loss" to any hired "auto" is:

- (a)** \$50,000;
- (b)** The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (c)** The cost of repairing or replacing the damaged or stolen property;

whichever is smallest, minus the deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

- (3)** This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

c. Expense for Stolen Auto Return

We will pay up to \$10,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto".

III. Exclusion B.3 is deleted and replaced with the following:

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not apply to accidental discharge of an airbag.**
- b. Blowouts, punctures or other road damage to tires.**

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

IV. Paragraph D. Deductible is deleted and replaced with the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance, provided that:

- 1. The Comprehensive or Specified Cause of Loss Coverage deductible applies only to "loss" caused by:**
 - a. Theft or mischief or vandalism; or**
 - b. All Perils**
- 2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:**
 - a. Theft or mischief or vandalism; or**
 - b. All Perils,**

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Cause of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

However, no deductible applies to glass breakage if the glass is repaired rather than replaced.

If another Policy or coverage form issued by us or any company that controls, is controlled by, or is under common control with us, applies to the same "accident", the following applies:

- 1. If the deductible under this Policy is the smaller (or smallest) deductible, it will be waived; or**
- 2. If the deductible under this Policy is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.**

SECTION IV - BUSINESS AUTO CONDITIONS

I. Subparagraph **A.2.a.** is deleted and replaced with the following:

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

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

This condition applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An officer or insurance manager, if you are a corporation.

Your failure to give first report of a claim to us shall not invalidate coverage under this Policy if the loss was inadvertently reported to another insurer. However, you shall report any such "accident", claim, "suit" or "loss" to us within a reasonable time once you become aware of such error.

II. Subparagraph **A.5. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization with whom you have a written contract executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

III. Subparagraph **B.2. Concealment, Misrepresentation Or Fraud** is deleted in its entirety and replaced with the following:

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

Any unintentional failure by you or any "insured" to provide accurate and complete representations as of the inception of the Policy will not prejudice the coverages afforded by this Policy. However, you must report such error or omission to us as soon as practicable after its discovery.

IV. Subparagraph **B.5.b.** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

SECTION V – DEFINITIONS

I. Definition **C.** "Bodily injury" is deleted and replaced with the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

All other terms and conditions of the Policy remain the same.

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ENDORSEMENT

This endorsement, effective 12:01AM: 03.15.2025
Forms a part of Policy No.: 47SPK26515401
Issued to: Boys & Girls Club of South Puget Sound
By:

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT WASHINGTON

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Knowledge of Occurrence

With respect to any loss reporting requirements under this policy, knowledge of an "occurrence" or claim by an agent, servant or "employee" of yours or any other person shall not in itself constitute knowledge by you, unless a manager in your risk management department or legal department or a corporate officer of yours shall have received notice from said agent, servant, "employee" or any other person.

II. Separation of Insureds and Transfer of Your Rights and Duties

The following is added to Section IV- GENERAL LIABILITY CONDITIONS

Separation of Insureds:

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

Transfer of Your Rights and Duties:

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first

Named Insured designated in Item 1.A. of the Declarations and mailed to the address designated in Item 1.B. of the Declarations of this policy and to your legal representative will be sufficient notice to effect cancellation of this policy.

III. Notice of Occurrence

The following is added to Section I – **COVERAGES, COVERAGE A – BODILY INJURY AND PROEPRTY DAMAGE LIABILITY**, Paragraph 1. **Insuring Agreement**, subparagraph d.(1):

However, your failure to give first report of a claim to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. You shall report any such “occurrence” to us within a reasonable amount of time once you become aware of such error.

IV. Unintentional Failure to Disclose Hazards

The following is added to Section IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations**:

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or any omission is not intentional.

V. Recording and Distribution of Material or information in Violation of Law Exclusion

Section I – **COVERAGES, COVERAGE A – BODILY INJURY AND PROEPRTY DAMAGE LIABILITY**, Exclusion 2.q. **Recording And Distribution Of Material Or Information In Violation Of Law** is deleted and replaced with the following:

q. Violation Of Communication or Information Law

"Bodily injury" or "property damage" arising directly or indirectly out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws that prohibits or limits the sending, transmitting or communicating of material or information.

VI. Extended “Property Damage”

Section I – **COVERAGES, COVERAGE A – BODILY INJURY AND PROEPRTY DAMAGE LIABILITY**, Exclusion 2.a. **Expected Or Intended Injury** is deleted and replaced with the following:

a. Expected or Intended Injury

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

VII. Non-Owned Watercraft Exclusion

Section I – **COVERAGES, COVERAGE A – BODILY INJURY AND PROEPRTY DAMAGE LIABILITY**, Exclusion g. **Aircraft, Auto OR Watercraft**, Subparagraph (2) is deleted and replaced with the following:

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

(a) Less than 52 feet long; and

- (b) Not being used to carry persons or property for a charge.

VIII. Supplementary Payments

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

1. Paragraph 1.b. is deleted and replaced with the following:

- b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is deleted and replaced with the following:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

XI. Economic Sanctions

The following is added to Section **IV – CONDITIONS**

If coverage for a claim under this policy is in violation of any United States of America's economic or trade sanction, including, but not limited to, sanctions administered and enforced by the US Treasury Department's Office of Foreign Assets Control ("OFAC") then coverage for that claim shall be null and void.

All other terms and conditions of this policy remain unchanged.

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Berkshire Hathaway Specialty Insurance

Commercial Umbrella Liability Insurance Policy

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the "named insured" shown in the Declarations and any other person or organization qualifying as a "named insured" under this policy.

The words "we", "us" and "our" refer to the company providing this insurance.

Words that appear in quotations have special meaning. See Section V. **DEFINITIONS**.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

I. COVERAGES

A. Insuring Agreement

1. We will pay on behalf of the "insured" those sums in excess of the "retained limit" that the "insured" becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies or because of "bodily injury" or "property damage" to which this insurance applies assumed by the "insured" under an "insured contract".

The amount we will pay for damages is limited as described in Section III. **Limits of Insurance**.

2. This policy applies, only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory" and the "bodily injury" or "property damage" occurs during the "policy period"; and
 - b. The "personal and advertising injury" is caused by an offense that takes place in the "coverage territory" arising out of your business, but only if the offense was committed during the "policy period".
3. This policy applies to "bodily injury" or "property damage", only if prior to the "policy period", no "insured" listed under subparagraphs **b.(1), b.(2), b.(3) or b.(5)** of Paragraph 8. of Section V. **DEFINITIONS**, no executive officer or director listed under subparagraph **b.(4)** of Paragraph 8. of Section V. **DEFINITIONS** and no "employee" authorized by you to give or receive notice of an "occurrence", claim or "suit", knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such an "insured" or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" had occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

"Bodily injury" or "property damage" which occurs during the "policy period" and was not, prior to the "policy period", known to have occurred by any "insured" listed under subparagraphs **b.(1), b.(2), b.(3) or b.(5)** of Paragraph 8. of Section V. **DEFINITIONS**, any executive officer or director listed under subparagraph **b.(4)** of Paragraph 8. of Section V. **DEFINITIONS** or any "employee" authorized

by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "policy period".

4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under subparagraphs **b.(1), b.(2), b.(3), or b.(5)** of Paragraph **8.** of Section **V. DEFINITIONS**, any executive officer or director listed under subparagraph **b.(4)** of Paragraph **8.** of Section **V. DEFINITIONS** or any "employee" who was authorized by you to give or receive notice of an "occurrence", claim or "suit":
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
5. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
6. We will indemnify the "named insured" for those sums in excess of the "retained limit" if we are prevented by law or statute from paying damages covered by this policy on behalf of the "insured".

B. Exclusions

1. Exclusions Applicable to Policy

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury" or any other loss, cost, defense fee, expense, injury, damage, claim, dispute or "suit" caused by, resulting from, or with respect to any of the following:

a. Expected or Intended Injury

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

This exclusion, however, does not apply to the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

b. Contractual Liability

Any liability for which the "insured" is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for damages:

- (1) That the "insured" would have in the absence of a contract or agreement; or
- (2) Assumed in an "insured contract", provided "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract". Solely for the purposes of liability

assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be damages because of "bodily injury" or "property damage" and included in the Limits of Insurance of this policy, provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this policy applies are alleged; or
- (3) to the extent of any coverage provided by "scheduled underlying insurance" for such liability the "insured" is obligated to pay as damages by reason of the assumption of liability in a contract or agreement, coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

c. Liquor Liability

"Bodily injury" or "property damage" for which any "insured" may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that "insured"; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion, however, does not apply to the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period",

Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

d. Various Laws

Any obligation of the "insured" under any of the following:

- (1) The Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto, or any similar law; or
- (2) Any workers' compensation, disability benefits or unemployment compensation law, or any similar law.

e. Aircraft

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

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply:

- (1) To liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft; or
- (2) to the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

f. Pollution

- (1) Any "bodily injury", "property damage", or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" anywhere at any time;
- (2) Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (3) Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing,

treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of “pollutants”.

However, Paragraph **(1)** of this exclusion will not apply if coverage for such “bodily injury” or “property damage” as is described in subparagraphs **(a)** through **(f)** below is provided by “scheduled underlying insurance”:

(a) “Products-Completed Operations Hazard”

Paragraph **(1)** of this exclusion does not apply with respect to “bodily injury” or “property damage” included within the “products-completed operations hazard” provided that “your product” or “your work” has not at any time by anyone been:

- i. discarded, dumped, abandoned, thrown away; or
- ii. transported, handled, stored, treated, disposed of or processed as waste.

(b) Hostile Fire

Paragraph **(1)** of this exclusion does not apply with respect to “bodily injury” or “property damage” arising out of heat, smoke or fumes from a “hostile fire”.

(c) Equipment to Cool, Dehumidify, or Heat the Building and Contractor/Lessee Operations

Paragraph **(1)** of this exclusion does not apply to:

- i. “bodily injury” sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests;
- ii. “bodily injury” or “property damage” for which you may be held liable if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at such premises, site or location, and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any “insured”, other than the additional insured.

(d) Fuels, Lubricants and Other Operating Fluids - Mobile Equipment

Paragraph **(1)** of this exclusion does not apply to “bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the “bodily injury” or “property damage” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such “insured” contractor or subcontractor.

(e) Fuels, Lubricants, Fluids – Auto

Paragraph (1) of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" covered by "scheduled underlying insurance" or its parts, if:

- i. the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- ii. the "bodily injury" or "property damage" does not arise out of the operation of any equipment described in subparagraphs f.2. and f.3. of the definition of "mobile equipment".

(f) Upset, Overturn or Damage of an "Auto"

Paragraph (1) of this exclusion does not apply to "occurrences" that take place away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by "scheduled underlying insurance" if:

- i. the "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" covered by "scheduled underlying insurance"; and
- ii. the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Coverage under this policy for such "bodily injury" or "property damage" as is described in subparagraphs (a) through (f) above will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance", subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that coverage provided by this policy will be no broader than the coverage provided by "scheduled underlying insurance".

g. Watercraft

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

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply:

- (1) To a watercraft while ashore on premises you own or rent;
- (2) To a watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;

- (3) To liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft; or
- (4) To the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

h. Employment Practices

Any liability arising out of:

- (1) Failure to hire any prospective "employee" or any applicant for employment;
- (2) Dismissal, discharge or termination of any "employee";
- (3) Failure to promote or advance any "employee"; or
- (4) Employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective "employee", including, but not limited to:
 - (a) Coercion, harassment of any kind, humiliation or discrimination;
 - (b) Demotion, evaluation, reassignment, discipline, or retaliation;
 - (c) Libel, slander, humiliation, defamation, or invasion of privacy; or
 - (d) Violation of civil rights.

This exclusion applies:

- (a) Whether an "insured" may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force; including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

- (1) Property:

- (a) you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (b) owned or transported by the "insured" and arising out of the ownership, maintenance or use of a "auto";
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - (3) Property loaned to you;
 - (4) Personal property in the care, custody or control of the "insured";
 - (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
 - (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Subparagraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Subparagraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Subparagraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to "Your Product"

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to "Your Work"

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of "Your Product", "Your Work" or "Impaired Property"

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. No-Fault, Uninsured Motorist or Underinsured Motorist Laws

Any obligation of the "insured" under first party physical damage coverage, personal injury protection law, any no-fault law, uninsured motorist or underinsured motorist law, or any similar law.

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.

As used in this exclusion, "electronic data" includes, but is not limited to, 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.

q. Employees and Volunteers

Liability of any "employee" or "volunteer worker" qualifying as an "insured" under this policy arising out of "bodily injury", "property damage" or "personal and advertising injury":

- (1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to an "employee" of yours while in the course of his or her employment or performing duties related to the conduct of your business, or to another volunteer of yours while performing duties related to the conduct of your business;
- (2) To the spouse, child, parent, brother or sister of such injured "employee" or "volunteer worker" as a consequence of subparagraph (1) above;
- (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraphs (1) or (2) above; or
- (4) Arising out of his or her providing or failing to provide professional health care services.

Subparagraphs (1), (2) and (3) above do not apply to the extent of any coverage provided for such "bodily injury" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

r. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" for the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos containing products or materials, asbestos fibers or asbestos dust;
- (2) "Bodily injury", "property damage" or "personal and advertising injury" for any obligation to, by or from any "insured" to indemnify any "suit", claim or similar proceeding arising out of, resulting from, or in anyway related to the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
- (3) "Bodily injury", "property damage" or "personal and advertising injury" for any obligation to defend any "suit", claim or similar proceeding against any "insured" for the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust or
- (4) Bodily injury", "property damage" or "personal and advertising injury" for any obligation to, by or from any "insured" to pay any loss, cost or expense arising out of, resulting from, or in anyway related to the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

s. Employer's Liability

- (1) "Bodily injury" to:
 - (a) An "employee" of the "insured" arising out of and in the course of:
 - i. Employment by the "insured"; or
 - ii. Performing duties related to the conduct of the "insured's" business; or
 - (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.
- (2) This exclusion applies:
 - (1) Whether the "insured" may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (3) This exclusion does not apply:
 - (a) To liability assumed by the "insured" under an "insured contract"; or

- (c) To the extent of any coverage provided for such "bodily injury" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

t. Nuclear Liability

(1) Any liability:

- (a) With respect to which the "insured" is also an "insured" under a nuclear energy liability policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the Nuclear Insurance Association of Canada, or similar agency or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability;
- (b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - i. Any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment or revision thereto, or any similar law; or
 - ii. The "insured" is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or an agency thereof with any person or organization;
- (c) For "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:
 - i. The "nuclear material" is at any "nuclear facility" owned by the "insured" or operated by the "insured" or on the "insured's" behalf or has been discharged or dispensed therefrom;
 - ii. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by the "insured" or on the "insured's" behalf; or
 - iii. The "bodily injury" or "property damage" arises out of the furnishing by the "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **s.1.(c)iii.** applies only to "property damage" to such "nuclear facility" and any property thereat.

(2) As used in this exclusion:

- (a) "Hazardous properties" includes radioactive, toxic or explosive properties;

- (b) "Nuclear material" means "source material", "special nuclear material" or "by-product material";
- (c) "Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any amendment or revision thereto;
- (d) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- (e) "Waste" means any waste material:
 - i. Containing "by-product material"; and
 - ii. Resulting from the operation by any person or organization of a "nuclear facility" included within the definition of "nuclear facility" below;
- (f) "Nuclear facility" means:
 - i. Any "nuclear reactor";
 - ii. Any equipment or device designed or used for:
 - a) Separating the isotopes of uranium or plutonium,
 - b) Processing or utilizing "spent fuel"; or
 - c) Handling, processing or packaging "waste";
 - iii. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the "insured's" custody at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or uranium 233 or any combination thereof, or more than two-hundred-fifty (250) grams of uranium 235; or
 - iv. Any structure, basin, excavation, premises or place prepared or used for storage or disposal of "waste",and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- (g) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; and
- (h) "Property damage" includes all forms of radioactive contamination of property.

u. Automobile Liability

Arising out of the ownership, operation, maintenance, use, "loading or unloading" or entrustment to others of any "auto" owned, operated by, rented to, loaned to or leased to any "insured".

Notwithstanding paragraph o. above, this exclusion, however, does not apply to the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance"

subject to the “policy period”, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by “scheduled underlying insurance”.

2. Additional Exclusions Applicable to Personal and Advertising Injury

In addition to the above exclusions, this insurance does not apply to any “personal and advertising injury” or any associated loss, cost, defense fee, expense, injury, damage, claim, dispute or “suit”:

- a. Caused by or at the direction of the “insured” with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”;
- b. Arising out of oral, written or electronic publication, in any manner, of material if done by or at the direction of the “insured” with knowledge of its falsity;
- c. Arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the “policy period”;
- d. Arising out of a criminal act committed by or at the direction of the “insured”;
- e. For which the “insured” has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the “insured” would have in the absence of the contract or agreement;
- f. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your “advertisement”;
- g. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “advertisement”;
- h. Arising out of the wrong description of the price of goods, products or services stated in your “advertisement”;
- i. Arising out of an electronic chat room or bulletin board any “insured” hosts, owns, or over which any “insured” exercises control;
- j. Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your “advertisement”, of copyright, trade dress or slogan;
- k. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers;
- l. Committed by any “insured” whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of web-sites for others; or
 - (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to the offenses of false arrest, detention or imprisonment, malicious prosecution, or the wrongful eviction from, wrongful entry into, or invasion of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;

- m. Arising out of any act that violates any statute, ordinance, regulation or common-law of any federal, state or local government or jurisdiction, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information.

II. DEFENSE PROVISIONS

A. We will have the right and duty to defend any “suit” against the “insured” that seeks damages for “bodily injury”, “property damage” or “personal and advertising injury” covered by this policy, even if the “suit” is groundless, false or fraudulent when:

1. The total applicable limits of “scheduled underlying insurance” have been exhausted by payment of damages to which this policy applies and the total applicable limits of “other insurance” have been exhausted; or
2. The damages sought because of “bodily injury”, “property damage” or “personal and advertising injury” would not be covered by “scheduled underlying insurance” or any applicable “other insurance”, even if the total applicable limits of either the “scheduled underlying insurance” or any applicable “other insurance” had not been exhausted by the payment of damages.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

B. We will have no duty to defend the “insured” against any “suit” seeking damages for “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance does not apply.

C. When we assume the defense of any “suit” against the “insured” that seeks damages covered by this policy, we will:

1. Investigate, negotiate and settle the “suit” as we deem expedient; and
2. Pay the following supplementary payments to the extent that such payments are not covered by “scheduled underlying insurance” or any applicable “other insurance”:
 - a. All expenses we incur;
 - b. Premiums on bonds to release attachments for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
 - c. Premiums on appeal bonds required by law to appeal a judgment in a “suit” for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
 - d. All court costs taxed against the “insured” in the “suit”. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured;
 - e. Pre-judgment interest awarded against the “insured” on that part of the judgment within the applicable Limits of Insurance of this policy we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest accruing after we make such offer;
 - f. Post-judgment interest that accrues after entry of judgment on that part of the judgment within the applicable Limits of Insurance of this policy we pay and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance of this policy; and

- g. The “insured’s” expenses incurred at our request or with our consent.
- D. Except as provided in Paragraph A. above, we will have no duty to defend any “suit” against the “insured”. We will, however, have the right, but not the duty, to participate in the defense of any “suit” and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.
- E. We will not defend any “suit”, or pay any attorney fees or litigation expenses including, without limitation, the expenses described in Paragraph C. above that accrue after the applicable Limits of Insurance of this policy have been exhausted by the payment of damages and we will have the right to withdraw from the further defense of such “suit” by tendering control of said defense to the “insured”.

III. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 3. of the Declarations and the rules below state the most we will pay for all damages under this policy regardless of the number of:
 - 1. “Insureds”;
 - 2. Claims made or “suits” brought;
 - 3. Persons or organizations making claims or bringing “suits”; or
 - 4. Coverages provided under this policy.
- B. The General Aggregate Limit stated in Item 3. B. of the Declarations is the most we will pay for all damages under this policy, except for:
 - 1. Damages included within the “products-completed operations hazard”; and
 - 2. Damages because of “bodily injury” or “property damage” to which this policy applies, caused by an “occurrence” and resulting from the ownership, maintenance or use of an “auto” covered under “scheduled underlying insurance”.
- C. The Products-Completed Operations Aggregate Limit stated in Item 3. C. of the Declarations is the most we will pay for all damages included in the “products-completed operations hazard”.
- D. Subject to Paragraphs B. and C. above, the Each Occurrence Limit stated in Item 3. A. of the Declarations is the most we will pay for the sum of all damages arising out of any one “occurrence” or offense.
- E. Subject to Paragraphs B. and C. above, the most we will pay for damages under this policy on behalf of any person or organization to whom you are obligated by written “insured contract” to provide insurance such as is afforded by this policy is the lesser of the Limits of Insurance shown in Item 3. of the Declarations or the Limits of Insurance you agreed to procure in such written “insured contract”.
- F. This policy applies only in excess of the “retained limit”. If however, a policy shown in the Schedule of Underlying Insurance on the Declarations forming a part of this policy has a limit of insurance:
 - 1. Greater than the amount shown in such schedule, this policy will apply in excess of the greater amount of valid and collectible insurance; or
 - 2. Less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.

- G. If the total applicable limits of “scheduled underlying insurance” are reduced or exhausted by the payment of damages to which this policy applies and the total applicable limits of applicable “other insurance” are reduced or exhausted, we will:
1. In the event of reduction, pay excess of the remaining total applicable limits of “scheduled underlying insurance” and any applicable “other insurance”; and
 2. In the event of exhaustion, continue in force as underlying insurance.
- H. Expenses incurred to defend any “suit” or to investigate any claim will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if such expenses reduce the applicable limits of “scheduled underlying insurance”, then such expenses will reduce the applicable Limits of Insurance of this policy.
- I. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of the “policy period” shown in the Declarations, unless the “policy period” is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this policy.
- J. We will not make any payment under this policy unless and until:
1. The total applicable limits of “scheduled underlying insurance” have been exhausted by the payment of damages to which this policy applies and any applicable “other insurance” has been exhausted by the payment of damages; or
 2. The total applicable “self-insured retention” has been satisfied by the payment of damages to which this policy applies.

When the amount of damages has been determined by an agreed settlement or a final judgment and J.1. and J.2. above have been satisfied, we will promptly pay on behalf of the “insured” the amount of such damages falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the “insured” and the claimant or the claimant’s legal representative.

- K. If there is “scheduled underlying insurance” with a policy period that is non-concurrent with the “policy period” of this Commercial Umbrella Liability Insurance Policy, the “retained limit(s)” will only be reduced or exhausted by payments for:
1. “Bodily injury” or “property damage” which occurs during the “policy period” of this policy; or
 2. “Personal and advertising injury” for offenses that are committed during the “policy period” of this policy.

IV. CONDITIONS

A. General Policy Conditions

1. Appeals

If the “insured” or the “insured’s” underlying insurers do not appeal a judgment in excess of the total applicable limits of “scheduled underlying insurance”, we may elect to do so. If we appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment which does not exceed the applicable Limits of Insurance of this policy incidental to such an appeal.

2. Audit

We may audit and examine your books and records as they relate to this policy at any time during the “policy period” of this policy and for up to three (3) years after the expiration or termination of this policy.

3. Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of damages covered by this policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under “scheduled underlying insurance”.

4. Cancellation

- a. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- b. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than sixty (60) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.

The “policy period” will end on the day and hour stated in the cancellation notice.

If we cancel, final premium will be calculated pro rata of the Advance Premium based on the time this policy was in force. Final premium, however, will not be less than the Minimum Premium shown in Item 5. of the Declarations.

If you cancel, final premium will be more than pro rata of the Advance Premium; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium, however, will not be less than the Minimum Premium shown in Item 5. of the Declarations.

- c. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
- d. The first “named insured” in Item 1. of the Declarations will act on behalf of all other “insureds” with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
- e. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

5. Change In Control

If during the “policy period”:

- a. The first “named insured” designated in Item 1. of the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or

- b. Any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the first “named insured” designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to “bodily injury” and “property damage” that occur prior to the effective date of such transaction and “personal and advertising injury” that takes place prior to the effective date of such transaction.

Coverage will be afforded by this policy for “bodily injury” or “property damage” that occurs on or after the effective date of such transaction and “personal and advertising injury” that takes place on or after the effective date of such transaction if the “named insured” notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.

If the “named insured” fails to notify us within ninety (90) days of the effective date of such transaction coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the “named insured” shown in Item 1. of the Declarations or the end of the “policy period”, whichever is earlier.

The provisions of paragraph 5. shall only apply to transactions with third parties not under control or ownership of the “named insured” on the inception date of this policy.

6. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this policy. This policy can be changed only by a written endorsement that we make to this policy.

7. Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of coverage.

8. Inspection

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organization to provide for the health or safety of your “employees” or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with laws, regulations, codes or standards.

9. Legal Actions Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a “suit” asking for damages from an “insured”; or
- b. To sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an “insured”; but we will not be liable for damages that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a

settlement and release of liability signed by us, the “insured” and the claimant or the claimant’s legal representative.

10. Maintenance of Scheduled Underlying Insurance

You agree that during the “policy period”:

- a. You will keep “scheduled underlying insurance” in full force and effect;
- b. The terms, definitions, conditions and exclusions of “scheduled underlying insurance” will not materially change;
- c. The total applicable limits of “scheduled underlying insurance” will not decrease, except for any reduction or exhaustion of aggregate limits by payment of damages to which this policy applies; and
- d. Any renewals or replacements of “scheduled underlying insurance” will provide equivalent coverage to and afford Limits of Insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.

11. Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the “other insurance”. However, this provision will not apply if the “other insurance” is specifically written to be excess of this policy.

12. Premium Audit

The first “named insured” designated in Item 1. of the Declarations will be responsible for payment of all premiums when due. The premium for this policy will be computed on the basis set forth in Item 5. of the Declarations. At the beginning of the “policy period”, you must pay us the Advance Premium shown in Item 5. of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Total Minimum Annual Premium as shown in Item 5. of the Declarations for each twelve months of the “policy period”.

The first “named insured” must keep records of the information we need for premium computation, and send us copies at such times as we may request.

We may audit and examine your books and records as they relate to this policy at any time during the “policy period” of this policy, and for up to three (3) years after the “policy period”.

13. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first “named insured” designated in Item 1. of the Declarations, this insurance applies:

- a. As if each “named insured” were the only “named insured”; and

- b. Separately to each “insured” against whom claim is made or “suit” is brought.

14. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first “named insured” designated in Item 1.A. of the Declarations and mailed to the address designated in Item 1.B. of the Declarations of this policy will be sufficient notice to effect cancellation of this policy.

15. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

16. Violation of Economic or Trade Sanctions

If coverage for a claim or “suit” under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (“OFAC”), then coverage for that claim or “suit” will be null and void.

B. Loss Conditions

1. Duties in the Event of an Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an “occurrence” that may result in a claim or “suit” under this policy. To the extent possible, notice should include:

- (1) How, when and where the “occurrence” took place;
- (2) The names and addresses of any injured persons and any witnesses; and
- (3) The nature and location of any injury or damage arising out of the “occurrence”.

Notice of an “occurrence” is not notice of a claim.

- b. If a claim is made or “suit” is brought against any “insured” which is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.

Written notice should be mailed, delivered, faxed or e-mailed to us at as provided in the Declarations with respect to notice in the event of a claim.

- c. You and any other involved “insured” must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or “suit”; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the “insured” because of injury or damage to which this insurance may also apply.

- d. No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.
- e. Knowledge of an “occurrence” or claim by an agent, servant or “employee” of yours or any other person shall not in itself constitute knowledge by you, unless a manager in your risk management department or legal department shall have received notice from said agent, servant, “employee” or any other person.

2. Transfer of Rights of Recovery

If any “insured” has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The “insured” must do nothing after loss to impair these rights and must help us enforce them.

Any recoveries will be applied as follows:

- a. Any person or organization, including the “insured”, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
- b. We then will be reimbursed up to the amount we have paid; and
- c. Lastly, any person or organization, including the “insured” that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the “insured”, in the ratio of their respective recoveries as finally settled.

If, prior to the time of an “occurrence”, you waive any right of recovery against a specific person or organization for injury or damage as required under an “insured contract”, we will also waive any rights we may have against such person or organization.

V. DEFINITIONS

- 1. “Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an “advertisement”.
- 2. “Auto” means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

- 3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

4. "Coverage territory" means:

- a.** The United States of America, including its territories and possessions, Puerto Rico and Canada; and
- b.** If provided by "scheduled underlying insurance", anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

If coverage for a claim under this policy is in violation of any United States of America's economic or trade sanction, including, but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") then coverage for that claim shall be null and void.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

8. "Insured" means:

- a.** The "named insured";
- b.** If you are designated in the Declarations as:
 - (1)** An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner;
 - (2)** A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business;
 - (3)** A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers;
 - (4)** An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your executive officers and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders;
 - (5)** A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees;

- c. Your "employees" other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
- d. Your "volunteer workers" only while performing duties related to the conduct of your business;
- e. Any person (other than your "employee" or "volunteer worker") or organization while acting as your real estate manager;
- f. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
- g. Any person or organization, other than the "named insured", included as an additional insured under "scheduled underlying insurance", but not for broader coverage than would be afforded by such "scheduled underlying insurance".

Notwithstanding any of the above:

- (1) No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not designated as a "named insured" in Item 1. of the Declarations; and
- (2) No person or organization is an "insured" under this policy who is not an "insured" under applicable "scheduled underlying insurance". This provision shall not apply to any organization set forth in the definition of "named insured" in subparagraphs **13.b.** or **13.c.**

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the "insured", if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the "insured's" rendering or failure to render professional services, including those listed in paragraph (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm; to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in subparagraphs a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in subparagraphs a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not “mobile equipment”, but will be considered “autos”:

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on “auto” or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, “mobile equipment” does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law are considered “autos”.

13. “Named insured” means:

- a. Any person or organization designated in Item 1. of the Declarations;
- b. As of the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, in which you maintain an interest of more than fifty percent (50%) as of the effective date of this policy, provided that coverage provided to such organization under this paragraph does not apply to any “bodily injury” or “property damage” that occurred or any “personal and advertising injury” that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
- c. After the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the “policy period” in which you maintain an interest of more than fifty percent (50%), provided that:
 - (1) Coverage provided to such organization under this paragraph does not apply to any “bodily injury” or “property damage” that occurred or any “personal and advertising injury” that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
 - (2) You give us prompt notice after you acquire or form such organization.

Subject to the provisions of subparagraphs **c.(1)** and **c.(2)** above, a partnership, joint venture or limited liability company that you acquire or form during the “policy period” may be added as an “insured” only by a written endorsement that we make a part of this policy.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the “policy period”.

You agree that any organization, to which subparagraphs **b.** and **c.** above apply, will be required to be included as an “insured” under applicable “scheduled underlying insurance”. If you fail to comply with

this requirement, coverage under this policy will apply as though the organization was included as an “insured”, under the highest applicable limit of “scheduled underlying insurance”.

14. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one “occurrence”.

15. “Other insurance” means a valid and collectible policy of insurance providing coverage for damages covered in whole or in part by this policy.

However, “other insurance” does not include “scheduled underlying insurance”, the “self-insured retention” or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

16. “Personal and advertising injury” means injury arising out of your business, including consequential “bodily injury”, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your “advertisement”; or
- g. Infringement upon another's copyright, trade dress or slogan in your “advertisement”.

17. “Policy period” means the period of time from the effective date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of termination of this policy.

18. “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. “Products-completed operations hazard”:

- a. Includes all “bodily injury” and “property damage” occurring away from premises you own or rent and arising out of “your product” or “your work” except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, “your work” will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. "Products-completed operations hazard" does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the "loading or unloading" of that vehicle by any "insured";

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data includes, but is not limited to, 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.

21. "Retained limit" means the greater of the following amounts:

- a. The total applicable limits of "scheduled underlying insurance" and any applicable "other insurance" providing coverage to the "insured"; or
- b. The "self-insured retention" applicable to each "occurrence" that results in damages not covered by "scheduled underlying insurance" nor any applicable "other insurance" providing coverage to the "insured".

22. "Scheduled underlying insurance" means:

- a. The policy or policies of insurance and Limits of Insurance shown in the Schedule of Underlying Insurance forming a part of this policy; and
- b. Automatically any renewal or replacement of any policy in subparagraph a. above; provided that such renewal or replacement provides equivalent coverage to and affords Limits of Insurance equal to or greater than the policy being renewed or replaced.

"Scheduled underlying insurance" does not include a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

22. "Self-insured retention" means the amount that is shown in Item 4. of the Declarations.

23. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this policy applies are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.
24. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
25. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
26. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
27. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - The providing of or failure to provide warnings or instructions.

This endorsement, effective 12:01AM: 03/15/2025

Forms a part of Policy No.: 47-SPK-265154-01

Issued to: Boys & Girls Club of South Puget Sound

By: Berkshire Hathaway Specialty Insurance Company

HUMAN & SOCIAL SERVICES GENERAL LIABILITY COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit
Damage to Property You Own, Rent, or Occupy	\$30,000 limit
Damage to Premises Rented to You	\$1,000,000
HIPAA	Clarification
Medical Payments	\$20,000
Medical Payments – Extended Reporting Period	3 years
Athletic Activities	Amended
Employee Defense Coverage	\$25,000 limit
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit
Additional Insured – Newly Acquired Time Period	Amended
Additional Insured - Medical Directors and Administrators	Included
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included
Additional Insured – Broadened Named Insured	Included
Additional Insured – Funding Source	Included

Additional Insured – Home Care Providers	Included
Additional Insured – Managers, Landlords, or Lessors of Premises	Included
Additional Insured - Lessor of Leased Equipment	Included
Additional Insured – Grantor of Permits	Included
Additional Insured - Vendor	Included
Additional Insured – When Required by Contract	Included
Additional Insured – Owners, Lessees, or Contractors	Included
Additional Insured – State or Political Subdivisions	Included
Duties in the Event of Occurrence, Claim or Suit	Included
Transfer of Rights of Recovery Against Others To Us	Clarification
Bodily Injury – includes Mental Anguish	Included
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included
Amendment of Liquor Liability Exclusion for Fundraising Events	Included
Definitions	Amended

I. Limited Rental Lease Agreement Contractual Liability

Section I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion 2.b. **Contractual Liability** is amended to include the following:

- (3) Assumed in rental lease agreement on behalf of a “client”. This coverage extension requires the Named Insured to request this coverage at the time of claim, and will provide the coverage only on an indemnity basis, and up to a \$50,000 aggregate limit. This limit is in addition to the limits provided by this policy.

For the purpose of this Coverage Extension, “client” means a person who is under your direct care and supervision, including but not limited to a “resident”.

For the purpose of this Coverage Extension, “resident” means a person who is residing in and receiving care services provided by your operation.

II. Damage to Property You Own, Rent or Occupy

Section I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion 2.j. **Damage to Property**, Paragraph (1) is deleted and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property. However, if the “property damage” is caused by your “client”, we will pay up to a \$30,000 aggregate limit for such damage. This limit is in addition to the limits provided by this policy;

For the purpose of this Coverage Extension, “client” means a person who is under your direct care and supervision, including but not limited to a “resident”.

For the purpose of this Coverage Extension, “resident” means a person who is residing in and receiving care services provided by your operation.

III. Damage to Premises Rented to You

1. The last paragraph of Section I – **COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**; is deleted and replaced with the following:

Exclusions c. through n. do not apply to:

- a. Damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems; and
- b. Damage caused by a “resident”;

to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – **LIMITS OF INSURANCE**.

2. Section III - **LIMITS OF INSURANCE**, Paragraph 6. is deleted and replaced with the following.

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of “property damage”:

- a. Resulting from fire, lightning, explosion, smoke, or leakage from automatic fire protective systems, or any combination thereof; and
- b. Caused by a “resident”;

to any one premises, rented to you or temporarily occupied by you with the permission of the owner. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000 for damages due to fire, lightning, explosion, smoke or leakage from automatic fire protective systems, or any combination thereof; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit; and
- c. \$25,000 for all other damages caused by a “resident”.

3. Section IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4.b. **Excess Insurance**, Subparagraph (1) (iii) is deleted and replaced with the following:

(iii) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner.

4. Section V – **DEFINITIONS**, Definition 9. “Insured Contract”, Paragraph a. is deleted and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, smoke, or leaks from sprinklers to premises while rented to you or temporarily occupied by you with the permission of the owner is not an “insured contract”.

5. For the purpose of this Coverage Extension, “resident” means a person who is residing in and receiving care services provided by your operation.

IV. HIPAA

1. Section I – **COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 1. **Insuring Agreement** is amended to include the following:

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of a “violation(s)” of the following regulations:

(1) General Administrative Requirements (45 CFR § 160 et seq.);

(2) Administrative Requirements (45 CFR § 162 et seq.); or

(3) Security and Privacy (45 CFR § 164 et seq.)

as promulgated by the Department of Health and Human Services (“HHS”) pursuant to the authority given to HHS under the Health Insurance Portability and Accountability Act (“HIPAA”) as may be amended from time to time and to which this insurance applies.

We will have the right and duty to defend you against any “suit”, “investigation” or “civil proceeding” by HHS to which this insurance applies. However, we will have no duty to defend you against any “suit”, “investigation” or “civil proceeding” to which this insurance does not apply. We may, at our discretion, investigate any “violation(s)” and settle any “damages” arising out of such “violation(s)”. But, the amount we will pay for “damages” and “defense costs” is limited as described in Paragraph 3 - **HIPAA LIMITS OF INSURANCE** of this section of the Human Service General Liability Endorsement below.

- b. This insurance applies only if HHS notifies you in writing during the policy period of the “investigation” or the “civil proceeding”.

2. The following exclusions are added to Section I – **COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. **Exclusions**:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA and any amendments thereto.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed pursuant to HIPAA and any amendments thereto.

d. Compliance Reviews or Audits

Any compliance reviews by HHS pursuant to HIPAA, and any amendments thereto, or any audits, whether or not requested by HHS.

3. HIPAA LIMITS OF INSURANCE

With respect to the coverage provided by Section **IV – HIPAA** of this endorsement only, Section **III – LIMITS OF INSURANCE** is deleted and replaced with the following:

- a. The Aggregate Limit of \$100,000 is the most we will pay for all “damages” and/or “defense costs” regardless of the number of:

(1) Insureds;

(2) “Civil proceedings” brought against you by the HHS;

(3) “Suits” brought against you by the HHS;

(4) “Investigations” conducted by HHS, or

(5) “Violations” cited in such “civil proceedings” or “investigation.”

4. With respect to the coverage provided by this Section **IV – HIPAA** only, Section **V – DEFINITIONS** is amended to include the following additional definitions:

a. “Civil proceeding” means an action by HHS arising out of actual or alleged “violations” pursuant to HIPAA and any amendments thereto.

b. “Damages” means civil penalties imposed by HHS pursuant to HIPAA and any amendments thereto.

c. “Defense costs” means the costs incurred in connection with the defense of any “civil proceeding” or “investigation” or “suit” pursuant to HIPAA and any amendments thereto, including, but not limited to, legal fees and other defense costs.

d. “Investigation” means an examination by HHS of an actual or alleged “violation(s)” of HIPAA and any amendments thereto. However, “investigation” does not include a compliance review.

e. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA and any amendment thereto.

V. Medical Payments

If **COVERAGE C – MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all other terms of Section **III - LIMITS OF INSURANCE** to the greater of:

a. \$20,000; or

b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **COVERAGE C - MEDICAL PAYMENTS**, Subsection 1.a.(3)(b) is deleted and replaced with the following.

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

VI. **Athletic Activities**

If **COVERAGE C – MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

COVERAGE C – MEDICAL PAYMENTS, Exclusion 2.e. **Athletic Activities** is deleted and replaced with the following:

e. **Athletic Activities**

To a person injured while taking part in organized athletic events, not including practices for such events.

VII. **Employee Defense Coverage**

The following is added to **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion 2.a. **Expected or Intended Injury**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Exclusion 2.a. **Knowing Violation of Rights of Another**:

However, we will reimburse you for the sums that you voluntarily reimburse to your “employee” for the reasonable and necessary defense costs that the “employee” incurs in order to defend himself or herself against criminal charges made against him or her, but this insurance only applies if:

1. The alleged acts out of which such criminal charges arise are alleged to have:
 - a. Arisen out of and in the course of your employment of the “employee”; and
 - b. Been committed by your “employee” against a “client”; and
 - c. Taken place during that period of time that the “employee” was employed by you; and
 - d. Taken place during the policy period and in the “coverage territory”; and
2. All the criminal charges are either dismissed without prejudice or your “employee” is found not guilty of all criminal charges by a court of law.

This exception does not apply to any reimbursement of sums that you voluntarily reimburse to your “employee” for the reasonable and necessary defense costs that he or she incurs in order to defend himself or herself against criminal charges made against him or her:

1. For any criminal charge(s) arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft; or
2. For any criminal charge(s) where your “employee” receives anything less than either a complete dismissal with prejudice or a not guilty verdict on all charges, including without limitation, any deferred adjudication or similar finding of guilt that is held in abeyance for any reason, pending the completion of any remedial activity such as community service or counseling; or

3. For any type of civil charge(s) whatsoever.

For the purpose of this Coverage Extension, "client" means a person who is under your direct care and supervision, including but not limited to a "resident."

The most we will pay under this defense extension is \$25,000 aggregate limit.

VIII. Key and Lock Replacement – Janitorial Services Client Coverage

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "business client's" premises due to theft or other loss to keys entrusted to you by your "business client".

The most we will pay under this additional coverage for all loss or damage in any one "occurrence" and in the aggregate is \$10,000.

We will not pay for loss or damage resulting from any dishonest or criminal act committed (including theft) by you, any of your partners, members, officers, "employees", managers, directors, trustees, authorized representatives or anyone to whom you entrust the keys of a "business client" for any purpose, whether acting alone or in collusion with other persons.

The following term, when used on this coverage only, is defined as follows:

"Business client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

IX. Additional Insureds

Section II – **WHO IS AN INSURED** is amended as follows.

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted and replaced with the following.
 - a. Coverage under this provision is afforded from when you acquire or form the organization until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** –Your managers and supervisors, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to another "employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.
 - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively

manage on the effective date of this Coverage Part. However, if other valid and collectible insurance is available to such organization or subsidiary, any coverage obligation will be limited as provided in **Section IV. COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance.**

d. Funding Source - Any person or organization 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.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers - Any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in a written contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state, governmental agency or subdivision, or political subdivision granting you a permit in connection with premises you own, rent or control and to which this insurance applies, but only with respect to the following hazards:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or

- (3) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) 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;
 - (e) Any 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 the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (j) 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 the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- j. **As Required by Contract** - Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are

included within and not in addition to the limits of insurance shown in the Declarations

- k. Owners, Lessees or Contractors** - Any person or organization, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, 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 for the additional insured; or

(3) When required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- l. State or Municipality** – any state or municipality as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or municipality has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

X. Duties in the Event of Occurrence, Claim or Suit

Section IV - **COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. is amended as follows.

1. Subparagraph a. is amended to include the following:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

2. Subparagraph b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1)** You, if you are an individual;
- (2)** A partner, if you are a partnership; or
- (3)** An executive officer or insurance manager, if you are a corporation.

XI. Transfer of Rights of Recovery Against Others To Us

Section IV – **COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer of Rights of Recovery Against Others To Us** is deleted and replaced with the following:

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

Therefore, the insured can waive the insurer's Rights of Recovery prior to an "occurrence", provided the waiver is made in a written contract.

XII. Bodily Injury - Mental Anguish

Section V – **DEFINITIONS**, Paragraph 3. is deleted and replaced with the following:

- 3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

XIII. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, Section V – **DEFINITIONS**, Paragraph 14. "Personal and advertising injury" is amended as follows:

- 1.** Subparagraph **b.** is deleted and replaced with the following:
 - a.** Malicious prosecution or abuse of process;
- 2.** Subparagraph **e.** is deleted and replaced with the following:
 - e.** Oral or written publication, in any manner, of material that violates a person's right to privacy. As used in this subparagraph, publication includes the unauthorized release of your client's or your customer's individually identifiable medical information.
- 3.** Section V – **DEFINITIONS**, Paragraph 14. is amended to include the following:
 - h.** Discrimination or humiliation against any third-party on account of religion, age, sex, handicap, appearance, health, mental disorder, marital status, race, color, creed or national origin, except when such discrimination or humiliation is:

- (1) Committed by, at the direction of, or with the knowledge of, you or any of your executives, officers or directors; or
- (2) Related, directly or indirectly, to your employment of any person or persons, or
- (3) Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative hearing.

The above does not apply to fines or penalties imposed because of discrimination.

XIV. Amendment – Liquor Liability Exclusion – Exception for Fundraising events

Section I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion 2. c: **Liquor Liability** is amended by adding the following subparagraph:

This exclusion does not apply to “bodily injury” or “property damage” arising out of the selling, serving or furnishing of alcoholic beverages at any fundraising events.

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: Boys & Girls Clubs of South

WA UBI Number:

License Number:

Principal:

RCW: All 

From: MM/DD/YYYY

To: MM/DD/YYYY

Penalty Due:

All 

Wage Due:

All 

[Download all debarment data](#) 

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

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