

**Agreement No.:** KC-472-25  
**FAIN#:** B-25-UC-53-0005  
**ALN#:** 14.218  
**UEI#:** WNLQCLFCDM61

**AGENCY SERVICE AGREEMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**PUBLIC SERVICE**

**AN AGREEMENT**, by and between Kitsap County hereinafter referred to as “County” and **Boys and Girls Clubs of South Puget Sound**, hereinafter referred to as “Agency” by which the Agency agrees to carry out specific activities under Kitsap County’s Community Development Block Grant Program and establishing certain other terms and conditions of operation.

**IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, the parties acknowledge that the following attachments, which are attached to this Agreement, are expressly incorporated by this reference.

**ATTACHMENTS**

- Attachment A – Budget Summary
- Attachment B – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment C – Certification Regarding Lobbying

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**ARTICLE I. PROJECT**

**SECTION 1. SCOPE OF SERVICES**

The County, as recipient of a Community Development Block Grant (CDBG) from the United States Department of Housing and Urban Development (HUD), hereby designates the Agency to undertake, and the Agency hereby agrees to undertake the activities specifically described in the application and summarized below:

**A. General Statement**

CDBG funds will be used to support the staff costs for the South Kitsap Afterschool Program. This program is held during lunch and after school at Cedar Heights Middle School for students in grades 6-8. Staff are responsible for implementing program activities and for planning, promoting, and evaluating programs.

**B. Agency Shall:**

1. Provide 30 unduplicated individuals with new/continued access to after school programs.

2. Partner with the South Kitsap School District for use of school facilities to conduct the program at Cedar Heights Middle School.
3. Provide educational enhancement through homework help, tutoring and academic goal setting.
4. Provide scholarships to low-income youth to ensure no youth is turned away due to an inability to pay and maintain income documentation to ensure at least 51% of the families served meet HUD's low-income threshold.
5. Work with the local school to educate school personnel, parents, and the community about the program.
6. Measure success through the following:
  - Increased self-esteem, development of character, resilience, and healthy lifestyles
  - Improved academic achievement
  - Increased attendance
7. Maintain required records and track relevant data to demonstrate to the Block Grant Program, the program successes including:
  - Demographics information
  - Household income information to document services to at least 51% low and very low-income individuals.
8. Submit quarterly reports and billing vouchers in a timely manner. The 4<sup>th</sup> quarter report will be for October and November only and will be due by December 15<sup>th</sup>.
9. Participate in on-site agency monitoring before final close-out of the contract.

## SECTION 2. PROJECT DESCRIPTION

<i>Project Details</i>	
<b>Project Name:</b>	South Kitsap Afterschool Program
<b>Funded Amount:</b>	\$27,500
<b>Action Plan Year:</b>	2025
<b>Type of Project:</b>	Public Service
<b>Service Area:</b>	Cedar Heights Middle School
<b>Project Address/Location:</b>	2220 Pottery Ave, Port Orchard, WA 98366
<i>Eligibility</i>	
<b>National Objective:</b>	LMC 570.208 (a)(2)(B)
<b>Basic Eligible Activity Citation:</b>	24 CFR 570.201 (e) – Public Services
<b>Matrix Code:</b>	05D – Youth Services
<b>Strategic Plan Objective and Strategy:</b>	Provision of critical services to meet basic needs and promote long-term self-sufficiency
<i>HUD Performance Measures</i>	
<b>HUD Objective of Activity:</b>	Suitable Living Environment
<b>HUD Outcome:</b>	Availability/Accessibility
<i>Federal Contract Requirements – 2 CFR Part 200</i>	
<b>Research or Development Contract:</b>	No
<b>Indirect Cost (IDC) Rate for Federal Award:</b>	
<input type="checkbox"/> Approved Rate	
<input type="checkbox"/> De Minimis for IDC Rate	
<input checked="" type="checkbox"/> Not Applicable	

### SECTION 3. SCHEDULE FOR COMPLETION (specific milestones)

Specific Tasks	Start Date	End Date
Submit 1st quarter Performance & Demographic Reports	4/1/25	4/15/25
Submit 2nd quarter Performance & Demographic Reports	7/1/25	7/15/25
Submit 3rd quarter Performance & Demographic Reports	10/1/25	10/15/25
Submit 4th quarter (final) Performance & Demographic Reports NOTE: this report will be for October and November only	12/1/25	12/15/25
Submit final invoice requesting reimbursement (this is to meet County processing timeline for 2025 contract expenditures)	12/1/25	1/6/26

### SECTION 4. TERM OF AGREEMENT

The term of this Agreement **January 1, 2025** through **December 31, 2025** but may be extended should additional time for auditing this project be required, in accordance with law, this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. Notwithstanding other provisions of this agreement, the term of this Agreement shall cover the period that the Agency has control over Community Development Block Grant funds, including program income.

### SECTION 5. PROGRAM REPORTING

The Agency shall submit such reports as required by the County to meet its local obligations and its obligation to the Department of Housing and Urban Development. The County will prescribe the report format, as well as the time and location for submission of such reports. Required reports include but are not limited to the following:

- (A) Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article I, Section 1 Scope of Services, of this Agreement.
- (B) Quarterly reports on demographic, neighborhood residence, and income information regarding persons assisted by the Agency through this Agreement.
- (C) Close out reports including a final performance report, inventory of all property acquired or improved with CDBG funds, and final financial report, upon termination or completion of the award.

## ARTICLE II. FINANCIAL CONDITIONS

### SECTION 1. BUDGET AND COMPENSATION

The County shall reimburse the Agency its allowable costs for the services identified in this Agreement not to exceed **Twenty-seven thousand, five hundred dollars (\$27,500)**, upon presentation of a properly executed invoice in a form approved by the County.

Such reimbursement shall constitute full and complete payment by the County under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Agency's application and approved by the County, unless any or all such costs are disallowed by the State of Washington or the United States.

Any reimbursements made under this Agreement must comply with the applicable requirements of 2CFR Part 200, Subpart D. The Agency may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

**Budget Summary:**

**See Attachment A for Budget Summary**

Time of Payment: Payment shall be made upon receipt of reimbursement request voucher emailed to: Bonnie Tufts [btufts@kitsap.gov](mailto:btufts@kitsap.gov) or Shannon Bauman [sbauman@kitsap.gov](mailto:sbauman@kitsap.gov).

Where Payments Are Made: Payments shall be made to: **Boys & Girls Clubs of South Puget Sound, 3875 S 66<sup>th</sup> Street, Suite 101, Tacoma, WA 98409-2471.**

The Agency shall apply the funds received from the County under this Agreement in accordance with the Budget Summary outlined in Attachment A. Any line-item expense, by itself or in combination with other line item expense change, equal to or greater than 10% of the total budget amount over the life of the Agreement shall require a formal amendment to the Agreement. Any request for a line-item expense, by itself or in combination with other line item expense change, equal to or less than 10% of the total budget amount shall be submitted in writing and shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in other line-item(s). All budget revision and/or amendment requests will be reviewed and approved or denied by the County.

**SECTION 2. DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING**

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the County and United States shall have the right to audit the records of the Agency as they relate to the work. The Agency shall also:

- (A) Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
- (B) Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the Agency's accounting records. The line item notations must be substantiated by a receipt, invoice marked "Paid," or payroll record.

- (C) Maintain payroll and financial records for a period of six (6) years after receipt of final payment under this Agreement provided that this program has been monitored by HUD and the annual State audit (which includes the CDBG Program), has been completed. If HUD has not completed the annual State audit, the records must be retained until such audit has been completed.
- (D) Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the County the State Auditor and/or the United States at any time during normal business hours and as often as necessary.
- (E) Inform the County concerning any funds allocated to the Agency, that the Agency anticipates will not be expended during the Agreement period, and permit reassignment of the same by the County to other agencies.
- (F) Repay to the County any funds in its possession at the time of termination of this Agreement that may be due to the County or the United States.
- (G) Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a quarterly basis on forms provided by the County.

### **SECTION 3. REIMBURSEMENT**

The County shall reimburse the Agency only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the County. Only those allowable costs directly related to the Agency's application, approved by the County shall be paid consistent with Article II Section 2 Documentation of Costs and Other Financial Reporting. The Amount of each request must be limited to the amount needed for payment of eligible costs.

In the event the County or United States determines any funds were expended by the Agency for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the County or United States may order repayment of the same. The Agency shall remit the disallowed amount to the County within thirty (30) days of written notification of the disallowance.

The Agency agrees that funds determined by the County to be surplus upon completion of the Agreement will be subject to cancellation by the County.

The Agency agrees that upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than malfeasance of the County itself.

The County reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

## **ARTICLE III. FEDERAL CONDITIONS**

### **SECTION 1. BENEFIT TO LOW INCOME PEOPLE**

The activity, as described in Article I. Section 1 of this Agreement shall meet one of the three CDBG National Objectives as stated in 24 CFR § 570.208. For activities serving individuals or households, not less than 51% of all persons served shall be low- and moderate-income and the individuals or households must qualify under the federal income limits as established by HUD. Benefit to moderate income persons or households cannot be at the exclusion of low-income persons or households. The Agency shall maintain records that clearly document the income range and household size of the individuals or households it serves. Furthermore, the Agency shall maintain records documenting the race/ethnicity of the individual or household being served and if they are a female head of household.

### **SECTION 2. UNIFORM ADMINISTRATIVE REQUIREMENTS**

(A) All agencies shall comply with the requirements set forth in 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

- (B) All agencies are to procure audit services based 2 CFR Part 200, Subpart F; and
- (1) The Agency shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that all contractors (performing all or part of the services under this Agreement under a separate contract with the Agency) also maintain auditable records.
  - (2) The Agency is responsible for any audit exceptions incurred by its own organization or that of its contractors.
  - (3) Kitsap County reserves the right to recover from the Agency all disallowed costs resulting from the audit.
  - (4) Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must respond to Kitsap County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

### **SECTION 3. SEPARATION OF CHURCH AND STATE**

If the Agency is a faith-based organization, it must comply with 24 CFR § 570.200(j) and 24 CFR § 5.109, which specify requirements for participation by faith-based organizations in HUD programs and activities.

## **SECTION 4. NON-DISCRIMINATION IN EMPLOYMENT AND PURCHASING**

The Agency shall comply with Executive Order 11246, as amended by Executive Order 12086 and Executive Order 13672, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, in all phases of employment during the performance of Federal or federally assisted construction contracts. The Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship. The Agency shall ensure compliance with 24 CFR § 570.601.

## **SECTION 5. LOCAL EMPLOYMENT AND PURCHASING**

Funding under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. The Agency agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder. The Agency agrees that they are under no contractual or other disability which would prevent them from complying with these requirements.

Section 3 of the Housing and Urban Development Act of 1968 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the area of the project. Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance and community development assistance that is used for the following projects: 1. Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement); 2. Housing construction; and 3. Other public construction.

## **SECTION 6. CONFLICT OF INTEREST**

The Agency must comply with the conflict-of-interest requirements set forth in 24 CFR § 570.611 and 2 CFR § 200.112, including but not limited to the specific requirements contained herein. No member, officer, or employee of the Agency, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any function or responsibilities with respect to the program during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or any subagreement hereto or the proceeds thereof. The Agency shall take appropriate steps to ensure compliance including incorporation of the following provision in every subcontract:

The contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Kitsap County CDBG Program will obtain a personal or financial interest from the CDBG assisted activity. The contractor further covenants that it presently has no interest in, nor shall it acquire any interest, direct or

indirect, either for itself or those with whom it has business, or family, which would conflict in any manner or degree with the performance of his/her services hereunder. The contractor further covenants that in the performance of this Agreement any potential conflict, on the part of the contractor or its employees, will be disclosed to the Agency and the County.

## **SECTION 7. DISCRIMINATION PROHIBITED**

- (A) In performing under this Agreement, the Agency may not discriminate on a prohibited basis and must comply with 24 CFR § 570.602 and with 24 CFR Part 6, which sets forth policies and procedures prohibiting discrimination on the basis of race, color, national origin, religion or sex in programs and activities funded with federal financial assistance, 24 CFR Part 8, which sets forth policies and procedures prohibiting discrimination on the basis of disability in programs and activities funded with federal financial assistance, and 24 CFR Part 146, which sets forth policies and procedures prohibiting discrimination on the basis of age in programs and activities funded with federal financial assistance.
- (B) Any authorized Agency subcontract (or other assignment of rights or delegation of duties) must include appropriate and legally binding safeguards against discrimination consistent with the requirements of this section.

## **SECTION 8. FLOOD DISASTER PROTECTION.**

The Agency agrees to comply with section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79.

## **SECTION 9. DEBARMENT AND SUSPENSION.**

The Agency agrees to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency in accordance with Executive Orders 12549 and 12689, 24 C.F.R. Part 24.

## **SECTION 10. OTHER PROGRAM REQUIREMENTS**

- (A) The Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR 570, regardless of whether the law is specifically stated in this Agreement, except that:
  - (1) The Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604; and
  - (2) The Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.
- (B) For Agreements in excess of \$150,000, the Agency agrees to comply with the Clean Air Act, 42 U.S.C.7401-7671q, and the Federal Water Pollution Control Act, 22 U.S.C. 1251-1387.

(C) The Agency agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, where applicable.

(D) If the Agreement involves the acquisition or improvement of real property or equipment, the Agency agrees to comply with the provisions of 2 CFR 200.310 – 200.316.

## **ARTICLE IV: GENERAL CONDITIONS**

### **SECTION 1. COMPLIANCE WITH LAWS**

The Agency, in performance of this Agreement, agrees to comply with all applicable Federal, State and Local Laws and ordinances, and the rules and regulations promulgated by the U.S. Department of Housing and Urban Development, including, but not limited to, Federal Community Development Block Grant Regulations and other policies and guidelines established for the Kitsap County CDBG Program by the Kitsap County Board of Commissioners. The Agency agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

### **SECTION 2. LICENSING AND PROGRAM STANDARDS**

The Agency agrees to comply with and to obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Agreement to ensure quality of services.

### **SECTION 3. INSURANCE**

Prior to commencing work, Agency shall procure and maintain at Agency's own cost and expense for the duration of the Agreement the following insurance placed with insurers with a minimum Best's rating of A-, VI against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Agency, its agents, representatives, employees or subcontractors.

***Minimum Limits of Insurance.*** Agency shall maintain limits no less than:

- *Commercial General Liability:* One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage, and two million dollars (\$2,000,000) aggregate. Coverage shall be on an "occurrence" basis.
- *Comprehensive Automobile Liability Insurance:* One million dollars (\$1,000,000) combined single limit per accident for bodily injury/property damage. Coverage will include owned, hired, and non-owned vehicles.
- *Workers' Compensation and Employer's Liability:* Workers' Compensation coverage as required by Title 51, Revised Code of Washington.
- *Professional Liability Errors and Omissions:* In the event that services delivered pursuant to this contract either directly or indirectly involve or require professional services the Agency will provide professional liability errors and omissions coverage with a minimum limit of \$1,000,000 per claim and in the aggregate.

### **Miscellaneous Insurance Provisions**

- *Agency's Insurance is Primary:* The Agency's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- *Additional Insured:* The Agency's commercial general liability and automobile liability insurance (if applicable) will include the County, its officers, officials, employees, and agents as additional insured, without limitation, with respect to performance under the contract.
- **Evidence of Agency's Insurance** shall be presented to Kitsap County Department of Human Services prior to the execution of the agreement. In the event of non-renewal, cancellation, or material change in coverage, thirty (30) days written notice will be furnished to the County prior to the date of cancellation, non-renewal or change. Written notice of cancellation or change will be mailed to the County at the following address:

Kitsap County Department of Human Services  
Block Grant Program  
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.

### **SECTION 4. INDEMNITY**

The Agency agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of Agency, its subcontractors, agents, successor, assigns. This provision shall be inapplicable to the extent the County is judicially found solely negligent for such damage or injury.

Solely for the purposes of this provision, Agency waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

### **SECTION 5. NOTICES**

Any notices required to be given by the County to the Agency or by the Agency to the County shall be in writing and delivered to the following parties at the following addresses:

**County:**  
Kitsap County Dept. of Human Services  
Block Grant Program

**Agency:**  
Nicole Lee, Institutional Giving Manager  
Boys & Girls Clubs of South Puget Sound

614 Division Street MS-23  
Port Orchard, WA 98366

3875 S 66<sup>th</sup> Street Suite 101  
Tacoma, WA 98409-2471

## **SECTION 6. CITIZEN PARTICIPATION**

The Agency will implement the provisions of this Agreement in such a manner as not to impede the attainment of widespread citizen participation in planning and carrying out the project.

## **SECTION 7. ASSIGNMENT AND SUBCONTRACTING**

The Agency shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

## **SECTION 8. RESERVATION OF RIGHTS**

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

## **SECTION 9. AMENDMENTS TO AGREEMENT**

The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

## **SECTION 10. FAILURE TO PERFORM**

In the event of a failure by the Agency to comply, with any terms or conditions of this Agreement or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Agency from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Article IV Section 11 of this Agreement. The County may consider performance under this Agreement when considering future awards.

## **SECTION 11. SUSPENSION AND TERMINATION**

If the Agency fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are available in accordance with Article IV Section 10 and 24 CFR 570.910, and/or terminate the Agreement under the following terms:

- (A) Termination for Cause - If the Agency fails to comply with the terms and conditions of this Agreement, and any of the following conditions exist:

- (1) The lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
- (2) The Agency has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by same; or
- (3) The Agency has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

then the County may terminate this Agreement in whole or in part, and thereupon shall notify in writing the Agency of the termination, the reasons therefore, and the effective date. The effective date shall not be prior to notification of the termination by the County to the Agency. Costs resulting from obligations incurred by the Agency after termination of the Agreement are not allowable unless specifically authorized in writing by the County.

(B) Termination for Convenience

The Agreement may be terminated for convenience, in whole or in part, as follows:

- (1) By the County with the consent of the Agency. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

(C) Termination for Withdrawal, Reduction or Limitation of Funding

In the event that funding from the Federal government is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that Kitsap County deems that the continuation of the program covered by the Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Agency or its representative.

(C) Dispute Resolution

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between representatives with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then the remaining provisions of

this Agreement, including remedies for non-compliance and termination shall apply.

## **SECTION 12. CLOSE-OUT**

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions shall apply:

- (A) Upon written request by the Agency, the County shall make or arrange for payment to the Agency of allowable reimbursable costs not covered by previous payments;
- (B) The Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by Kitsap County or its designee,
- (C) Closeout of funds will not occur unless all requirements of 24 CFR 92.507 and all outstanding issues with the general contractor and or subcontractor have been resolved to the satisfaction of the County.

## **SECTION 13. VENUE AND CHOICE OF LAW**

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted only in the Superior Court of the State of Washington, County of Kitsap. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

## **SECTION 14. SEVERABILITY CLAUSE**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

## SECTION 15. INTEGRATED DOCUMENT

This Agreement with any attachments constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

Dated this 22nd day of October

Dated this 12 day of December

### SUBRECIPIENT:

Boys & Girls Clubs of South Puget Sound

By:



Christy Garner, Chief Operating Officer

### KITSAP COUNTY



Doug Washburn, Director, Department of Human Services

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**Attachment A – Budget Summary:****Boys and Girls Clubs – South Kitsap Afterschool Program**

<b>PROJECT COSTS</b>	<b>Total All Funds</b>	<b>County CDBG Funds</b>	<b>Other: Sources of Funds</b>
PERSONNEL, including managers, staff, salaries, benefits and taxes.			
<b>AMOUNT</b>	<b>\$ 121,713</b>	<b>\$ 27,500</b>	<b>\$ 94,213</b>
SUPPLIES/EQUIPMENT, including office supplies, office equipment if approved.			
<b>AMOUNT</b>	<b>\$ 5,986</b>	<b>\$ 0</b>	<b>\$ 5,986</b>
ADMINISTRATION including occupancy (building & grounds), advertising, audit, insurance/bonds, postage, rent/utilities, communication, training, travel, transportation			
<b>AMOUNT</b>	<b>\$ 52,340</b>	<b>\$ 0</b>	<b>\$ 52,340</b>
ACQUISITION COSTS			
<b>AMOUNT</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
DEVELOPMENT SOFT COSTS including appraisal, design and A&E, processing/settlement and financing, marketing, operating reserve, professional fees and contract services			
<b>AMOUNT</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
DEVELOPMENT HARD COSTS, including clearance/demolition, construction, rehabilitation and improvements.			
<b>AMOUNT</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$0</b>
OTHER COSTS, as approved including: Professional dues & subscriptions			
<b>AMOUNT</b>	<b>\$ 2,750</b>	<b>\$ 0</b>	<b>\$ 2,750</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$ 182,789</b>	<b>\$ 27,500</b>	<b>\$ 155,289</b>



**ATTACHMENT B  
CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

**Primary Covered Transactions 24 CFR PART 24**

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.

AGENCY: Boys and Girls Clubs of South Puget Sound



\_\_\_\_\_  
Christy Garner, Chief Operating Officer

\_\_\_\_\_  
10/22/2025

\_\_\_\_\_  
Date

**ATTACHMENT C  
CERTIFICATION REGARDING LOBBYING**

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

AGENCY: Boys and Girls Clubs of South Puget Sound



**Christy Garner, Chief Operating Officer**

10/22/25

**Date**

Client#: 117206

BOYSGIRL

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/25/2025

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> <b>Propel Insurance</b> <b>1201 Pacific Avenue; Suite 1000</b> <b>COM Middle Market</b> <b>Tacoma, WA 98402-4321</b>		<b>CONTACT NAME:</b> Kellie Hogan <b>PHONE (A/C, No, Ext):</b> 800 499-0933 <b>FAX (A/C, No):</b> 866 577-1326 <b>E-MAIL ADDRESS:</b> kellie.hogan@propelinsurance.com															
<b>INSURED</b> <b>Boys &amp; Girls Clubs</b> <b>of South Puget Sound</b> <b>3875 S 66th St Ste 101</b> <b>Tacoma, WA 98409</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Berkshire Hathaway Specialty Insurance</td> <td>22276</td> </tr> <tr> <td>INSURER B : Philadelphia Indemnity Ins Company</td> <td>18058</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Berkshire Hathaway Specialty Insurance	22276	INSURER B : Philadelphia Indemnity Ins Company	18058	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS 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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		47SUM26515601	03/15/2025	03/15/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	47SPK26515401 WA STOP GAP	03/15/2025	03/15/2026	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	<b>Crime</b>		PHSD1879526	03/15/2025	03/15/2026	\$400,000 Empl.Dish.
A	<b>Professional Liab</b>		47SPK26515401	03/15/2025	03/15/2026	\$1,000,000 OCC. \$2,000,000 AGG.

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

**RE: Programs - South Kitsap Elementary Program Kitsap County CDBG Public Service Funds and SK Teen Program**  
**Kitsap County CDBG Public Service Funds**  
**Kitsap County, its officers, agents, and employees are named as additional insured,**

**CERTIFICATE HOLDER****CANCELLATION**

<b>Kitsap County</b> <b>345 6th Street, Suite 400</b> <b>Bremerton, WA 98337</b>	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 180<sup>th</sup> 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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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.



# BOYS & GIRLS CLUBS OF TACOMA & PIERCE COUNTY

Unique Entity ID <b>WNLQCLFCDM61</b>	CAGE / NCAGE <b>5HJS7</b>	Purpose of Registration <b>Federal Assistance Awards Only</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Apr 2, 2026</b>	
Physical Address <b>3875 S 66TH ST STE 101 Tacoma, Washington 98409-2471 United States</b>	Mailing Address <b>3875 S 66TH ST STE 101 Tacoma, Washington 98409 United States</b>	

## Business Information

Doing Business as <b>BOYS AND GIRLS CLUBS OF SOUTH PUGET SOUND</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Washington 06</b>	State / Country of Incorporation <b>Washington / United States</b>	URL <b>www.bgcsp.org</b>

## Registration Dates

Activation Date <b>Apr 4, 2025</b>	Submission Date <b>Apr 2, 2025</b>	Initial Registration Date <b>Jun 2, 2009</b>
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## Entity Dates

Entity Start Date <b>Jul 21, 1954</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
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**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments  
**Yes**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**5HJS7**

EFT Indicator  
**0002**

CAGE Code  
**79YK2**

**Points of Contact****Electronic Business**

✎  
Carrie Holden, President/CEO

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STE 101  
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United States**

Cindy Nguyen, Director of Finance

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**Government Business**

✎  
Carrie Holden, President/CEO

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United States**

**Past Performance**

✎  
Hayley Bruemmer, Ms.

**3875 S 66TH ST  
STE 101  
Tacoma, Washington 98409  
United States**

**Service Classifications****NAICS Codes**

Primary

NAICS Codes

NAICS Title

**Disaster Response**

This entity does not appear in the disaster response registry.