Kitsap UEI: LD6MNJ62JQD1

FAIN: N/A ALN: N/A

CONTRACT NO. KC-532-24-A CONTRACT AMENDMENT

This Contract Amendment ("Amendment") is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County") and Young Women's Christian Association of Kitsap County, INC, a having its principal offices at P.O. Box 559, Bremerton, WA 98337 ("Contractor").

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-532-24 ("Contract") executed on October 10, 2024, is amended as follows:

- Contract Term shall be extended from December 31,2024 to December 31, 2025.
- Section 1 Effective Date: Shall be amended as follows:

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on January 1, 2024, 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.

Setion 4.2 COMPENSATION: Shall be amended as follows:

The total amount payable under the Contract, by the County to the Contractor, in on event will exceed \$93,296. Any cost incurred by the Contractor over and above the year-end sums set out in the bugets shall be the Contractor's sole risk and expense.

Attachment C: Budget Summary is replaced in it's entirety.

Insurance. If this Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, WA 98366

<u>Terms Unchanged</u>. Except as expressly provided in this Amendment, all other terms and conditions of the original Agreement, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

<u>Authorizations</u>. The signatories to this Amendment represent that they have been appropriately authorized to enter into this Amendment on behalf of the Party for whom they sign, and that no further action or approvals are necessary before execution of this Amendment.

KC-532-24-A: YWCA Admission Tax Fund 1 | Page

Kitsap UEI: LD6MNJ62JQD1

FAIN: N/A ALN: N/A

<u>Counterparts/Electronic Signature</u>. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.

Signature on next page

KC-532-24-A: YWCA Admission Tax Fund 2 | Page

Kitsap UEI: LD6MNJ62JQD1

FAIN: N/A ALN: N/A

This Contract Amendment shall be effective upon execution by the parties.

Contractor Young Women's Christian ssociation of Kitsap County INC	BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON
Signature	CHRISTINE ROLFES, Chair
Harriette Bryant	CA Lead
Name	ORAN ROOT, Commissioner
Executive Director	Kalleria Tulalkia

ATTEST:

Dana Daniels, Clerk of the Board

KATHERINE T. WALTERS, Commissioner



Title

Kitsap UEI: LD6MNJ62JQD1

FAIN: N/A ALN: N/A

ATTACHMENT C: BUDGET SUMMARY

BUDGET SUMMARY

Contractor:

YWCA of Kitsap County

Contract No.:

KC-532-24-A

Expenditure Line	Budget Period	Previous Budget	Changes this Contract	Current Budget
Domestic Violence and Sexual	1/1/2024 -	\$46,648	\$46,648	\$93.296
Assault Survival Services	12/31/2025			
(Admissions Tax)				
Total Expenditures				\$96,296

Revenue Source	Budget Period	Previous Budget	Changes this Contract	Current Budget
Domestic Violence and Sexual	1/1/2024-	\$46,648	\$46,648	\$93,296
Assault Survival Services	12/31/2025			
(Admissions Tax)				
Revenues (County Billed)				\$93,296

KC-532-24-A: YWCA Admission Tax Fund 4 | Page

YWCAKITS

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2025

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	CONTACT Dave J Lester				
Propel Insurance		866 577-1326			
1201 Pacific Avenue; Suite 1000 COM Middle Market	EMAIL ADDRESS: Dave.Lester@propelinsurance.com				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
Tacoma, WA 98402-4321	INSURER A : Riverport Insurance	36684			
INSURED VIACA OF VIACA OF VIACA	INSURER B : Carolina Casualty Insurance Company	10510			
YWCA of Kitsap County P.O. Box 559	INSURER C :	Control of the Contro			
	INSURER D :				
Bremerton, WA 98337	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

YSI	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY		HHN852571418			EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
						MED EXP (Any one person)	\$20,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				1	GENERAL AGGREGATE	\$3,000,000
	POLICY PRO- JECT X LOC	į				PRODUCTS - COMP/OP AGG	\$3,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY		HHN852571418	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Éa accident)	s1,000,000
	X ANY AUTO				Y.	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE [Per accident]	\$
							5
7	UMBRELLA LIAB OCCUR	,				EACH OCCURRENCE	5
	EXCESS LIAB CLAIMS-MADE		v.			AGGREGATE	\$
	DED RETENTIONS						S
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		HHN852571418	11/01/2024	11/01/2025	PER X OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE		WA Stop Gap			E.L. EACH ACCIDENT	s1,000,000
	(Mandatory in NH)	N/A				E L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under				ļ	EL DISEASE - POLICY LIMIT	\$1,000,000
-	Management Liab		DCP1260724P12	11/01/2024			

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

Proof of insurance

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Substance Abuse Prevention and Youth Services Kitsap County 614 Division Street MS-23 Port Orchard, WA 98366

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

Mill A. A.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

	SUBJECTS OF INSURANCE
Bro	padened Bodily Injury
Bro	padened Personal and Advertising Injury
Bro	padened Property Damage
Bro	padened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Bro	padened Medical Payments - \$20,000
Bro	padened Supplementary Benefits
a.	Bail Bonds - \$1,000
b.	Expenses Incurred to Assist in Defense - \$500 per Day
Bro	padened Newly Acquired or Formed Organization
Bro	adened Non-Owned or Chartered Watercraft or Aircraft
Bro	adened Commercial General Liability Conditions
a.	Duties in the Event of Occurrence, Offense, Claim, or Suit
b.	Liberalization – Automatic Coverage If We Adopt Broader Coverages
c.	Notice to Company
Aut	omatic Coverage for "Special Events"
Aut	omatic Additional Insureds
a. ,	Athletic Activity Participants
b. (Contractual Obligations
c. I	Funding Sources
d. I	Manager or Lessor of Premises
e. (Owner, Manager, Operator, or Lessor of "Special Event" Premises
. 5	Supervisors or Higher in Rank – Co-Employee Exclusion Removed
3. L	imitations
3lar	ket Waiver of Subrogation
Prio	rity of Application for Multiple Insureds

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

A. BROADENED BODILY INJURY

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

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

B. BROADENED PERSONAL AND ADVERTISING INJURY

- 1. Paragraph 14. of Section V Definitions is deleted and replaced with the following:
 - 14. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.
 - a. False arrest, detention, or imprisonment:
 - b. Malicious prosecution or abuse of process;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
 - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products, or services;
 - e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;
 - f. Misappropriation of advertising ideas or style of doing business;
 - g. Infringement of copyright, title, or slogan; or
 - Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.
- 2. Exclusions 2.b. and 2.c. under Coverage B Personal and Advertising Injury Liability are deleted and replaced with the following:
 - b. Material Published with Knowledge of Falsity

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

c. Material Published Prior to Policy Period

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

C. BROADENED PROPERTY DAMAGE

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

a. Expected Or Intended Injury

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

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

- 1. Paragraph 6. under Section III Limits Of Insurance is deleted and replaced with the following:
 - 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:
 - Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
 - b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

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

- c. \$500,000; or
- d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.
- Paragraph 2. Exclusions of Coverage A Bodily Injury and Property Damage Liability is amended as follows:

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

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

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

- (ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- 4. Paragraph 9.a. under Section V Definitions is deleted and replaced with the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- 5. This Broadened Coverage is subject to all the terms of Section III Limits Of Insurance.
- 6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE A (SECTION I) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

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

The Medical Expense Limit shall be the greater of:

- a. \$20,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.
- 2. This Medical Expense Limit is subject to all the terms of Section III Limits Of Insurance.
- 3. This above Medical Expense Limit does not apply if **Coverage C Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

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

- **b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

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

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

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

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

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

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

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

- Paragraph 2. Duties in The Event Of Occurrence, Offense, Claims Or Suit under Section IV -Commercial General Liability Conditions is amended to add the following provision:
 - e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph 2.a. above, or a claim or "suit" or offense under Paragraphs 2.a., 2.b., and 2.c above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."
- 2. The following provisions are added to Section IV Commercial General Liability Conditions:

10. Liberalization

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

11. Notice To Company

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

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

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

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

K. AUTOMATIC ADDITIONAL INSURED(S)

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

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

b. Additional Insured - Contractual Obligations

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

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

c. Additional Insured - Funding Sources

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

d. Additional Insured - Manager or Lessor of Premises

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

(b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured - Owner, Manager, Operator or Lessor of "Special Events" Premises

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

f. Additional Insured - Supervisors or Higher in Rank

- (1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:
 - (a) "Bodily injury" or "personal injury":
 - To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
 - (iii) Arising out of his or her providing or failing to provide professional health care services.
 - (b) "Personal Injury":
 - (i) To a co-"employee" while in the course of his or her employment;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above; or

- (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b)(i) or (b)(ii) above.
- (c) "Property damage" to property:
 - (i) Owned, occupied or used by; or
 - (ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured - LIMITATIONS

- (1) The persons, entities, or organizations to which coverage is extended under Paragraphs a. (Athletic Activity Participants), b. (Contractual Obligations), c. (Funding Sources), d. (Managers or Lessors of Premises), and e. (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:
 - (a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and
 - (b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.
- (2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph 4. AUTOMATIC ADDITIONAL INSURED(S) does not apply to that person, entity, or organization.
- (3) The following is added to Section V Definitions:
 - 24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.
- (4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph h. apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

L. BLANKET WAIVER OF SUBROGATION

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

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

- a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

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

- 8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:
 - a. You
 - b. Your "executive officers," directors, "employees," and
 - c. Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

BUSINESS AUTO COVERAGE FORM

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

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

SUBJECTS OF INSURANCE

Who Is An Insured

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

Broadened Liability Supplementary Payments

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

Physical Damage Coverage Amendments

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

Business Auto Conditions Amendments

- 1. Knowledge of Occurrence
- 2. Blanket Waiver of Subrogation

General Condition Amendment

Unintentional Errors and Omissions

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

1. Broad Form Named Insured

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

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

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

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

2. Employees As insureds

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

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

3. Volunteers As Insureds

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

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

4. Employee As Insured

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

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

5. Broadened Liability Supplementary Payments

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

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

6. Towing

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

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

No deductible applies to this coverage.

7. Transportation Expenses

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

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

8. Loss Of Use Expenses

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

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

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

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

9. Auto Loan/Lease Gap Coverage

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

c. Auto Loan/Lease Gap Coverage

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

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

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

10. Personal Property Coverage

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

d. Personal Property Coverage

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

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

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

No deductible applies to this coverage.

11. Airbag Discharge

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

e. Airbag Discharge

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

No deductible applies to this coverage.

12. Hired Car Physical Damage

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

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

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

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

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

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

13. Rental Reimbursement Coverage

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

- Our payment is limited to the lesser of the following amounts:
 - Necessary and actual expenses incurred.
 - (2) \$50 per day.
- d. This coverage does not apply while there are spare or reserve autos available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Section III – Physical Damage Coverage, 4. Coverage Extensions, a. Transportation Expenses.

14. Audio, Visual And Data Electronic Equipment

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

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

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

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

No deductible applies to this coverage.

15. Deductible Amendment

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

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

16. Glass Deductible

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

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

17. Knowledge Of Occurrence

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

- a. In the event of "accident", "claim", "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

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

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

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

18. Blanket Waiver Of Subrogation

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

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

19. Unintentional Errors And Omissions

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

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

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

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

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