

HOUSING AND HOMELESSNESS DIVISION GRANT AGREEMENT

This Housing and Homelessness Grant Agreement (this “Agreement”) is entered into between **KITSAP COUNTY** (“County”), a political subdivision of the State of Washington, in its capacity as the administrative agent for itself and the Cities of Bainbridge Island, Bremerton, Port Orchard and Poulsbo; and **YOUNG WOMEN’S CHRISTIAN ASSOCIATION (YWCA) OF KITSAP COUNTY, INC.**, a Washington non-profit corporation (the “Recipient”).

ARTICLE I – PURPOSE AND TERM

Section 1.1. Purpose: The purpose of this Agreement is to distribute affordable housing for all surcharge funds awarded pursuant to **RCW 36.22.178** and homeless housing surcharge funds awarded pursuant to **RCW 36.22.179** and **RCW 36.22.1791**.

Section 1.2 Term: This Agreement shall take effect on **July 1, 2025** and terminate on **June 30, 2026**.

ARTICLE II – GRANT AMOUNT, USE AND BUDGET

Section 2.1 Grant Amount: The Recipient is awarded a total of **\$82,875** (the “Grant Award”).

Section 2.2 Use of Grant. The Recipient shall use the Grant Award solely for the purposes and in the manner described in **Exhibit A: Statement of Work and Project Timeline** (the “Project”). Adjustments to Proposed Project Timelines may be requested in writing, and granted or denied at the sole discretion of the County.

Section 2.3 Budget. The Grant Award shall be expended by the Recipient as set forth in **Exhibit B: Budget**. Adjustments to Proposed Project Budgets may be requested in writing, and granted or denied at the sole discretion of the County.

ARTICLE III – DISBURSEMENTS

Section 3.1 Disbursement of Grant Award Funds. Not more frequently than once a month, the Recipient may request disbursement from the Grant Award. Each disbursement request must be made by the Recipient, submitting to the County at the address specified in Section 5.2 a properly completed Kitsap County Reimbursement Request form. The request must identify the work performed and be accompanied by a summary of all allowable costs and expenses incurred for which the Recipient is seeking disbursement; further documentation may be requested by the County. The Recipient will be subject to periodic on-site audits to ensure satisfactory supporting documentation of all allowable costs and expenses. Within 30 days of its receipt of the request and satisfactory supporting documentation, and subject to the other terms and conditions contained in this Agreement, the County shall pay the amount of the invoice to the Recipient at the address specified in Section 5.2.

Section 3.2 Advance Disbursement. The Recipient may request disbursement from the Grant Award in advance of actual expenditure only as follows:

(a) **Capital Construction or Operation:** If the Project is for the purpose of capital construction or operation, the Recipient may request advance disbursement of up to 50 percent of the Grant Award. If the request is granted, the Recipient must reconcile the advance in its last disbursement request at the end of the County’s fiscal year;

(b) Capital Purchase Grant: If the Project is for the purpose of capital purchase, the Recipient may request advance disbursement of up to 100 percent of the Grant Award. If the request is granted, the Recipient must within 60 days of disbursement submit a Kitsap County Reimbursement Request fully documenting the use of the disbursement; or

(c) Rental Assistance: If the Project is for the purpose of providing rental assistance, the Recipient may request advance disbursement of up to 25% of the Grant Award each quarter. If the request is granted, the Recipient must reconcile the advance at the end of the quarter, before submitting the next advance disbursement request. All types of advance disbursement requests must be directed, in writing, to the County and contain sufficient information for the request to be evaluated. Advance disbursements may be granted or denied at the sole discretion of the County.

Section 3.3 Disbursement Limitations. In no event will the County ever be required to disburse funds in excess of the Grant Award. In addition, unless expressly provided otherwise in this Agreement:

(a) no disbursements will be made in advance of costs or expenses being incurred; and

(b) no costs or expenses incurred by the Recipient prior to the effective date of this Agreement, or after its termination, are eligible for reimbursement.

Section 3.4 Disbursement Without Prejudice. Any disbursement made by the County to the Recipient shall be without prejudice to the County's rights later to challenge the propriety of the Recipient's claimed costs or expenses.

Section 3.5 Withholding Disbursements. If the Recipient fails to perform any obligation under this Agreement, and the failure has not been cured within 10 days following oral or written notice from the County, the County may, without penalty and in its sole discretion and upon written notice to the Recipient, withhold all monies otherwise due the Recipient until such failure to perform is cured. This right to withhold disbursements is in addition to all other rights and remedies the County may have available to it under this Agreement or under law.

ARTICLE IV – REPORTS AND RECORDKEEPING

Section 4.1 Reporting Requirements. Except as may otherwise be provided in Exhibit A, at least once a quarter, and at the conclusion of either the grant expenditure or the grant contract period, the Recipient shall provide a report on the progress made to date on the Project, using such forms and meeting such requirements as determined by the County. Such progress reports shall be provided by the Recipient to the County electronically via the County's chosen electronic signature vendor.

Section 4.2 Record Retention; Review. The Recipient shall maintain records sufficient to fully document its compliance with all contractual, grant and legal requirements. Upon reasonable advance notice, the Recipient shall provide the County, or its authorized agents, with full access to all of the Recipient's records relating to this Agreement or the Project. The Recipient agrees to be financially and legally responsible for any audit exceptions or other irregularities in its performance or recordkeeping, including but not limited to impermissible or unauthorized use of Grant Award funds. This section shall survive termination of this Agreement.

ARTICLE V – CONTRACT ADMINISTRATION AND NOTICES

Section 5.1 Personnel. The Recipient will secure at its own expense all labor and materials required to perform any work in connection with the Project. The Recipient shall be responsible for all applicable payroll, labor and industries premiums, and taxes. All employees and subcontractors of the Recipient shall be covered by Industrial Insurance in full compliance

with Title 51 of the Revised Code of Washington ("RCW"). The Recipient shall defend and indemnify the County, and their officials, officers, employees and agents from and against all claims arising from any actual or alleged violation of the Recipient's duties under this section or applicable law. Solely for the purposes of this indemnification provision, the Recipient expressly waives its immunity under Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties. The Recipient's duty to defend and indemnify shall survive the termination of this Agreement.

Section 5.2 Contract Representatives. The parties' designated representatives shall be responsible for the administration of this Agreement and for receiving notices given in connection with this Agreement. The following are designated as the representatives of the parties.

FOR THE COUNTY:

Carl Borg
Housing and Homelessness Division
Kitsap County Department of Human Services
345 6th Street, Suite 400
Bremerton, WA 98337
(360) 979-6027
CEBorg@Kitsap.gov

FOR THE RECIPIENT:

Harriette Bryant, Executive Director
Young Women's Christian Association (YWCA) of Kitsap County, Inc.
P.O. Box 559
Bremerton, WA 98337
(360) 479-0522
hbryant@ywcakitsap.org

A party may change its designated representative or address by providing notice, either written or via email, to the other party.

Section 5.3 Notices. Any notice required or permitted to be made under this Agreement may be given personally, by facsimile, or by first-class, registered or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered or certified mail is deemed given three days after mailing, if properly addressed and having proper postage. Notices delivered by facsimile shall be deemed to have been given on the date of transmission if received during the recipient's business day or, if not, on the recipient's next business day.

ARTICLE VI – INDEMNIFICATION

Section 6.1 Indemnification. To the fullest extent permitted by law, the Recipient shall indemnify, defend and hold harmless Kitsap County and the officials, officers, employees and agents of each of them, from and against all claims in any way resulting from or arising out of the performance of this Agreement, whether such claims arise from the acts, errors or omissions of the Recipient, its subcontractors, third parties, Kitsap County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. The Recipient's duty to indemnify, defend and hold harmless includes but is not limited to claims by the Recipient's or any

subcontractor's officers, employees or agents. The Recipient's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of Kitsap County, or its officials, officers, employees and agents. Solely for the purposes of this indemnification provision, the Recipient expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This section shall survive the expiration or termination of this Agreement.

ARTICLE VII – INSURANCE

Section 7.1 Professional Legal Liability. The Recipient will maintain professional legal liability or professional errors and omissions coverage appropriate to the Recipient's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Recipient's services under this Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of this Agreement or within the scope of the Recipient's services under this Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under this Agreement.

Section 7.2 Workers' Compensation and Employer Liability. The Recipient will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If this Agreement is for over \$50,000, then the Recipient will also maintain employer liability coverage with a limit of not less than \$1 million.

Section 7.3 Commercial General Liability. The Recipient will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to this Agreement and be no less than \$2 million. The Recipient will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement. Specialized forms specific to the industry of the Recipient will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

Section 7.4 Miscellaneous Insurance Provisions.

- A. The Recipient'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.
- B. When such coverage is required, the Recipient's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents as additional insured with respect to performance of services.
- C. When such coverage is required, the Recipient's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- E. The Recipient's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Recipient will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.

- G. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Recipient will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Recipient's liability coverage is written as a claims-made policy, then the Recipient must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

Section 7.5 Verification of Coverage and Acceptability of Insurers.

- A. The Recipient will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Recipient will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this article within 10 days after the effective date of this Agreement. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Recipient will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Recipient will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Recipient is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:

Carl Borg
 Kitsap County Department of Human Services
 Housing and Homelessness Division
 345 6th Street, Suite 400
 Bremerton, WA 98337
CEBorg@Kitsap.gov

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

- G. The Recipient or its broker will provide a copy of all insurance policies specified in this Agreement upon request of the Kitsap County Risk Manager.

ARTICLE VIII – NONDISCRIMINATION AND LEGAL COMPLIANCE

Section 8.1 Nondiscrimination. The Recipient shall not discriminate against any employee or applicant for employment, or program participant or program participant applicant on account of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap with respect to any program participation, employment upgrading, demotion, transfer, recruitment or selection for training, including apprenticeships and volunteers. This prohibition does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

Section 8.2 Compliance with Laws. The Recipient and its officials, officers, employees, agents and subcontractors shall comply with all applicable federal, state and local laws, regulations, rules and policies. The County shall have no obligation to ensure such compliance.

Section 8.3 Religious Activities. If the Recipient is a faith-based or religious organization, it retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. Such a recipient, however, may not use any funding provided under this Agreement to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may such a recipient condition the provision of services provided pursuant to this Agreement upon a participant's engaging in any such explicitly religious activities.

ARTICLE IX – TERMINATION

Section 9.1 Termination for Loss of Funding. The County shall have the right to terminate this Agreement upon advance written notice if the funds relied upon for the Grant Award are terminated, suspended or otherwise lost or impaired in whole or in part.

Section 9.2 Termination for Convenience. Either party may terminate this Agreement for convenience upon giving the other party at least 30 days' advance written notice. In that event, the Recipient will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.

Section 9.3 Termination for Default. If either party defaults in its performance under this Agreement, the non-defaulting party may give the defaulting party written notice that it has 30 days in which to cure the default. If the default is not cured within 30 days of notice, the non-defaulting party may terminate this Agreement, unless a Plan of Correction has been entered into pursuant to Section 9.4 below. In the event of such a termination, the non-defaulting party shall have all rights and remedies available to it under law.

Section 9.4 Plan of Correction. In the event the County gives the Recipient written notice to cure pursuant to Section 9.3 above, the parties may enter into a plan of correction for curing the default pursuant to the process established in **Exhibit C: Plan of Correction**, if requested by the County. The County shall have the sole discretion to request and enter into a Plan of Correction. If a Plan of Correction is entered into, the 30 day period in which to cure the default may be stayed pursuant to the terms of the Plan of Correction. Should the Recipient not comply with the terms of the Plan of Correction, this Agreement (the Grant Agreement) may be immediately terminated by the County.

ARTICLE X – MISCELLANEOUS

Section 10.1 Permissible-Use Warranty. The Recipient warrants that its planned and actual uses of the Grant Award constitute permissible uses for affordable housing for all surcharge

funds as established by **RCW 36.22.178** or homeless housing surcharge funds as established by **RCW 36.22.179** and **RCW 36.22.1791**. This section shall survive the expiration or termination of this Agreement.

Section 10.2 Organizational-Status Warranty. The Recipient warrants that it is duly organized, existing and in good standing under the laws of the State of Washington.

Section 10.3 Relationship of Parties. This Agreement, and the parties' and the County's activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency or employment relationship between the parties or the County.

Section 10.4 No Third-Party Rights. This Agreement is entered into by the parties solely for their own benefit and it creates or grants no rights of any kind to any other party.

Section 10.5 Assignment. The Recipient shall not assign any of its rights or delegate any of its duties under this Agreement without the prior express written consent of the County, which may be granted or refused in the County's sole discretion.

Section 10.6 Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. In the event of a legal proceeding, venue shall be only in the court of competent jurisdiction in Kitsap County. Each party hereby consents to the personal jurisdiction of the courts of the State of Washington, County of Kitsap. This section shall survive the expiration or termination of this Agreement.

Section 10.7 Waiver. No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by the party granting the waiver. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

Section 10.8 Amendment. This Agreement can only be amended in writing, and only upon execution by both parties.

Section 10.9 Entire Agreement. The parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

Section 10.10 Headings. The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.

Section 10.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the parties can still be given effect.

Section 10.12 Signature Authority. Each person signing this Agreement on behalf of a party warrants that he or she has full authority to sign this Agreement on that party's behalf.

Section 10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.

Section 10.14 Exhibits. The following exhibits are incorporated into this Agreement by reference:


- (a) Exhibit A: Statement of Work and Project Timeline
- (b) Exhibit B: Budget
- (c) Exhibit C: Plan of Correction

(d) Exhibit D: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

(e) Exhibit E: Certification Regarding Lobbying

DATED this 30 day January, 2026.

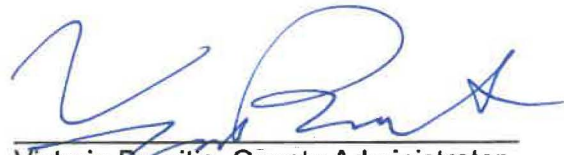
**YOUNG WOMEN'S CHRISTIAN
ASSOCIATION (YWCA) OF KITSAP
COUNTY, INC.**



Harriette Bryant, Executive Director

DATED this 3 day February, 2026.

KITSAP COUNTY



Victoria Brazitis, County Administrator

Approved as to form by the Prosecuting Attorney's Office

N/A

Kitsap County Face Sheet

For Sub-recipient Contracts Using Federal Awards

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

(Fill in)

Subrecipient's unique entity identifier:

Federal Award Identification Number (FAIN):

Federal Revenue Award Date:

Subaward Period of Performance Start and End Date:

Check to verify the information is in contract:

- ☐ Subrecipient's name (must match the name associated with its unique entity identifier):
- ☐ Federal award identification:
- ☐ Subaward Budget Period Start and End Date:
- ☐ Amount of Federal Funds Obligated in the subaward:
- ☐ Amount of Federal Funds Obligated to the sub by the pass-through entity, including the current financial obligation:
- ☐ Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:
- ☐ Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA):
- ☐ Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity:
- ☐ Dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement:
- ☐ Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414):

EXHIBIT A: STATEMENT OF WORK AND PROJECT TIMELINE

I. STATEMENT OF WORK

Grant funds to Young Women's Christian Association (YWCA) of Kitsap County, Inc. for ALIVE Shelter, a Continuous Stay Shelter program, located at 611 Highland Ave, Bremerton, WA 98337 for operations for the contract period, as detailed in the Response to the SFY 2026 - 2027 Shelter Operations Request for Proposals (RFP).

Scope of Work

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

ALIVE Shelter to be operated as a **Continuous Stay Shelter**, meeting the following criteria as defined in the RFP:

- Offer living arrangements where households have a room or bed assigned to them throughout the duration of their stay.
- There is no limit to the clients' length of stay.
- Ideally the shelter, and shelter beds, are accessible to the guests 24/7.
- Housing Stability Case Management is provided to all clients on a regular on-going basis and the Kitsap County Housing Stability Planning and Progress Reports (HSPPR) is used by case managers for all clients.

The following are additional requirements of the contractor:

- **Low Barrier Services:** Program has indicated that it does not operate as a low barrier program as defined by the Washington State Department of Commerce in the CHG Guidelines.
- **Coordinated Entry Referrals:** Accept referrals and intakes exclusively from the coordinated entry program unless otherwise excluded per the Kitsap County Grant Guidelines Handbook. Domestic Violence Shelters may accept clients directly, as long as they coordinate with the coordinated entry program and subsequently refer clients to the coordinated entry program.
- **Bed Availability Tool:** Enter updated information every weekday about bed availability into the online bed availability tool that is used by the coordinated entry program to make referrals. Drop-in Shelter programs may work out an alternative information-sharing arrangement with the coordinated entry program but must regularly communicate about capacity and bed availability.
- **Data Collection and Entry:** Enter all client information into HMIS, following Department of Commerce and HUD data standards that are applicable to the program. Data must be entered within 3 business days of a household's enrollment into the program or changes in the household's program status or household information.
- **Coordination with other Agencies:** Participate in the monthly meetings of the Kitsap Housing and Homelessness Coalition. Actively coordinate additional meetings as needed with other agencies that provide social services to provide the most comprehensive and seamless provision of care for clients as possible.
- **Reporting:** Submit all applicable reports to Kitsap County and the Department of Commerce by the published deadlines and respond in a timely way to County information requests and countywide reports.
- **Non-Discrimination:** Ensure equal access for people experiencing homelessness regardless of race, national origin, gender identity, sexual orientation, marital status, age, veteran or military status, disability, or the use of an assistance animal.

- **Religious Activities:** No funding provided through this grant may be used to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may the provision of services provided be conditioned upon a program participant's engaging in any such explicitly religious activities.
- **Occupancy:** Have a bed utilization rate of no less than 90% -- calculated based on the number of bed nights provided /number of beds or rooms x possible annual nights (365 or 366). Shelters with a lower bed utilization rate each quarter may be reimbursed on a per occupancy day rate.
- **Complaint Process:** Have a written complaint/grievance policy approved by the agency's Board of Directors, provide information about the complaint/grievance process to shelter clients upon their enrollment in the program, and ensure that complaint forms are readily available to clients in the shelter. Ensure that the complaint/grievance policy meets all minimum requirements as indicated in the corresponding Grant Guidelines.
- **Staff Training:** Staff working with clients should be, at a minimum, trained in ACES/Resiliency, trauma-informed services, local coordinated entry policies and procedures, fair housing, housing first, racial equity, LGBTQ+ competency, rapid rehousing, progressive engagement and problem solving (diversion), and mental health first aid and any other trainings required per the CHG Guidelines. Attendance must be documented.
- **Housing Stability Case Management:** Programs that provide case management must use the Kitsap County Housing Stability Planning and Progress Report (HSPPR) to assist clients with setting housing stability goals and tracking progress. HSPPRs are part of the client record-keeping requirements.

The contracted program must adhere to the [Kitsap County Grant Guidelines Handbook](#). Both documents are updated periodically.

Required Program Performance Measures and Targets:

Local Performance Targets are established through a variety of methods, including the associated RFP or NOFA, the Program Application and the Contract Information Sheet. Statewide Performance Targets are established by the Washington State Department of Commerce. For more information on Statewide Performance Targets, please visit:

<http://kcowa.us/hmis-dq-plan> and <http://kcowa.us/chg-perf>

Local Performance Targets

Performance Measure	Contract Performance Target
Number of Households Served Annually	35
Number of Unsheltered* Households Served Annually	35
Bed Utilization Rate (Emergency Shelters)	>90%

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

Statewide Performance Targets

Performance Measure	State Performance Target
Continuous Stay Shelters Percent of Exits to Permanent Housing (Households)	50%
Equitable Outcomes	Outcomes across racial and ethnic demographics should not be significantly less than the overall rate

Statewide Data Quality Measures

Data Quality Measures	State Performance Target
Timeliness - Project Start	95% of clients entered within <u>3 days</u> or Decrease in avg days for entry
Timeliness - Project Exit <i>NBN/Outreach: see exclusions</i>	95% of clients exited within <u>3 days</u> or Decrease in avg days for entry
Timeliness - Annual Assessment	95% completed within 60-days of anniversary date
Completeness - Prior Living Situation	95% of client data entered with valid responses ¹
Completeness - Destination at Program Exit <i>NBN/Outreach: see exclusions</i>	95% of client data entered with valid responses ¹
Completeness – Personally Identifying Information (PII) (first, last, DOB, SSN) for consenting clients	95% of consenting clients have all PII elements completed with valid responses ^{1,2} (or improvement from prior period)

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

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

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

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

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

Night by Night (NBN) Shelter and Outreach Exclusions

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

- Completeness is not measured until date of engagement identified

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

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

II. PROJECT TIMELINE

Item

1. Operations

Completion Date

06/30/2026

EXHIBIT B: BUDGET

Contractor: Young Women's Christian Association (YWCA) of Kitsap County, Inc. – ALIVE Shelter

Contract Number: KC-579-25

Time Period: July 1, 2025 – June 30, 2026

This contract is based on a fixed number of shelter beds being provided for the entirety of the contract period. The contract amount is based on an annual bed rate of \$5,543 plus an additional 15% of one-time inflationary funding for 13 shelter beds at a 90% utilization rate.

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

Cost Category	Fund Source	Previous Budget	Amendment Changes this Contract	Current Budget
Administration	Affordable Housing Grant Program (AHGP): 1131	N/A	N/A	\$10,809.00
Facility Support	Affordable Housing Grant Program (AHGP): 1131	N/A	N/A	\$33,350.00
Operations	Affordable Housing Grant Program (AHGP): 1131	N/A	N/A	\$38,716.00
Budget Total		N/A	N/A	\$82,875.00
CONTRACT TOTAL				\$82,875.00

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

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

EXHIBIT C: PLAN OF CORRECTION

Referred to as “HOUSING AND HOMELESSNESS DIVISION COMPLAINT POLICY AND PROCEDURE” in the Grant Guidelines.

The Kitsap County Housing and Homelessness Division (“the County”) regularly monitors contracts with agencies, including periodic site visits, typically resolving administrative contract issues.

Complaints to the County

Sometimes complaints are made directly to the County. Whether or not the County takes action in a given instance will be at the sole discretion of the County and the County has the right, but not the duty or obligation, to take action.

In general, complaints about agencies contracted with the Housing and Homelessness Division that are submitted to Kitsap County or forwarded from a provider will be sent to the Kitsap County Housing and Homelessness Division Manager (hereafter “County Manager”).

Upon receiving a complaint, the County Manager may attempt to get the complaint in writing if it is not already in that form.

The County Manager will forward the complaint or a summary of the complaint to the Agency for their information, redacting personally identifying information if the complainant does not wish to be known to the Agency.

The County Manager will record and track complaints to determine if multiple complaints about an Agency are forming a pattern of concern or if a complaint is of a nature to warrant further action. Further action may include requesting a response to the complaint from the Agency and/or initiating a Plan of Correction.

The County will determine when a Plan of Correction process should be undertaken with the Agency as follows:

Developing Findings

- a. The County Manager will notify the Agency in writing that there is concern about a pattern of complaints, send a brief summary of the complaints, and request a meeting regarding the complaints. The County Manager will request that the Agency designate an Agency representative who is not involved in the complaints to participate in this process.
- b. At the meeting, the County Manager will discuss the complaints with the Agency representative and gather any additional information about the situation.
- c. The County Manager will send a summary of findings to the Agency along with next steps.

Plan of Corrections Process

- d. If the Findings indicate a pattern of concern, then the Plan of Correction process will be initiated.
- e. The County Manager will send a list of Findings, a Plan of Correction template, and deadline for the Agency response to the Agency. If the findings involve the Agency Director, then the information will be sent to the Board Chair. The County Manager will be available to answer Agency questions during this process.
- f. The Agency will be required to submit a Plan of Correction to the County Manager for approval by the deadline provided.

- g. The County Manager has the authority to accept the Plan of Correction or send it back to the Agency for further work.
- h. Once a Plan of Correction has been approved by the County Manager, they will call a meeting of the Agency's representative to review the Agency's proposed Plan.
- i. Monitoring meetings will be held on a regular basis and will include the County Manager and the Agency representative(s) to review progress on the Plan. Coordination of these meetings, assessment of progress, and milestone completion will be the responsibility of the County Manager.
- j. When the County Manager determines that the appropriate milestones have been met and the Plan of Correction is complete, they will inform the Agency's in writing.
- k. If the Agency fails to cooperate with the Plan of Correction process or fails to complete the Plan of Correction in a timely manner, the County will consider taking further action, such as withholding grant funding until the Plan is completed or invoking a contract termination.

EXHIBIT D: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR:

Name: Harriette Bryant

Title: CEO

Date: January 30, 2026

EXHIBIT E: CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

YWCA of Kitsap County
Contractor Organization

J. Bryant 1-30-2026
Signature of Certifying Official Date

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/06/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance 1201 Pacific Avenue; Suite 1000 COM Middle Market Tacoma, WA 98402-4321	CONTACT NAME: Aaron Leavitt	
	PHONE (A/C, No, Ext): 800 499-0933	FAX (A/C, No): 866 577-1326
	E-MAIL ADDRESS: aaron.leavitt@propelinsurance.com	
INSURED YWCA of Kitsap County P.O. Box 559 Bremerton, WA 98337	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Riverport Insurance	NAIC #: 36684
	INSURER B: Carolina Casualty Insurance Company	10510
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HHS852571417	11/01/2023	11/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HHS852571417	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HHS852571417 WA STOP GAP	11/01/2023	11/01/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Management Liab			DCP1260724P10	11/01/2023	11/01/2024	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Kitsap County Department of Human Services
Care of Housing and
Homelessness Division
614 Division Street MS-23
Port Orchard, WA 98366-4676

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This page has been left blank intentionally.

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
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$20,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened 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
Automatic Coverage for “Special Events”
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of “Special Event” Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority 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:

3. "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
- h. 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:

- a. 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.

2. 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**.

3. 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

1. 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

PCL XL error

Error: IllegalOperatorSequence
Operator: BezierRelPath
Position: 111862