

CONTRACT FOR HUMAN SERVICES

This contract for Human Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County); and Bremerton Foodline having its principal office at 1600 12th Street, Bremerton WA 98337 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on September 5, 2024, and terminate on June 30, 2025. In no event will the Contract become effective unless and until it is approved and executed by the Kitsap County Board of County Commissioners or the Kitsap County Administrator.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Attachment B: Statement of Work, which is attached to the Contract.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows.

County's Contract Representative

Sonya Miles
Kitsap County Department of Human Services
614 Division Street MS-23, Port Orchard, WA 98366
(360) 337-4839

Contractor's Contract Representative

Morgan Huffman, Director of Development
morgan@bremertonfoodline.org
(360) 479-6188 opt 2 or cell is (360) 535-4986
1600 12th Street, Bremerton WA 98337

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Attachment C: Budget Summary, which is attached to the Contract.
- 4.2 The total amount payable under the Contract, by the County to the Contractor, in no event will exceed \$39,302.08. Any cost incurred by the Contractor over and above the year-end sums set out in the budgets shall be at the Contractor's sole risk and expense.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Contractor shall use the Department of Human Services Contractor Invoice Form, available from the County. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The County will submit payments for work performed to;
Bremerton Foodline
1600 12th Street, Bremerton WA 98337
- 4.5 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.6 Payments shall not be construed as a waiver of the County's right to challenge the level of the Contractor's performance under this Contract, and to seek appropriate legal remedies.
- 4.7 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.8 If the Contractor fails to perform any substantial obligation, and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.
- 4.9 The Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
- 4.10 The Contractor shall pay no more than reasonable market value for equipment and/or supplies.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any contract renewal, amendment or modification must be in writing, be signed by both parties, and be attached to the Contract. Work under a renewal, amendment or modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

- 5.3 Either party may request that the Contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of the Contract. Such circumstances must have a substantial and material impact upon the performance projected under this Contract, and must be outside the control of either party.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against all claims resulting from or arising out of the performance of the Contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties or the County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the County or its elected or appointed officials, officers or employees. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This indemnification provision shall survive the expiration or termination of the Contract.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor, if it is a licensed professional, will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.
- 7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- Any additional workers' compensation requirements can be found in Attachment A, Special Terms and Conditions.
- 7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed

in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

7.4 Automobile Liability. The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

X The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

7.5 Miscellaneous Insurance Provisions

- A. The Contractor's liability insurance provision will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will include the County, its officers, officials, employees and agents as additional insureds with respect to performance of services.
- C. The Contractor's commercial general liability insurance and automobile liability insurance (if applicable) will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect the coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as claims-made-policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 Verification of Coverage and Acceptability of Insurers.

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

Sonya Miles
Program, Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.
- G. Written notice of cancellation or change will be mailed to the County Human Services Department as provided above.
- H. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by

the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.

- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by the County to the Contractor. No costs incurred after the effective date of termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 If permitted to use subcontractors, the Contractor is responsible for subcontractor compliance with applicable terms and conditions of this Contract and all applicable laws.
- 9.3 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an employee, agent or servant of the County. The Contractor will perform the services in strict accordance with the provisions of the Contract, but will be free from control or direction over the performance of the services.
- 10.2 At least one of the following applies: (a) the services to be provided are outside the usual course of business for which the services are performed; (b) the services to be provided will be performed outside all of the places of business of the Contractor; or (c) the Contractor is responsible for the costs of the principal place of business from which the services will be performed.
- 10.3 The Contractor warrants that it either: (a) is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the Contract; or (b) has a principal place of business for the business it is conducting that is eligible for a business deduction for federal income tax purposes.
- 10.4 The Contractor acknowledges or warrants that it: (a) is responsible for filing at the next applicable filing period a schedule of expenses with the Internal Revenue Service for the type of business the Contractor is conducting; (b) has established an account with the State of Washington Department of Revenue and any other applicable state

agencies for the business the Contractor is conducting for the payment of all state taxes normally paid by employers and businesses; and (c) has registered for and received a unified business identifier number from the State of Washington.

- 10.5 The Contractor warrants that it maintains a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.
- 10.6 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and that the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County employees or agents.
- 10.7 In the event that any of the Contractor's employees, agents, servants or subcontractors, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this Contract or indicates that they are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measure to prevent said employee, agent or servant from performing or providing any such services.
- 10.8 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents from and against any loss or expense, including, but not limited to, settlements, judgments, set-offs, attorneys' fees or costs, incurred or suffered by reason of claims or demands arising in connection with the provisions of this Section.

SECTION 11. COMPLIANCE WITH LAWS

- 11.1 The Contractor, its employees, assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status or the presence of disability.
- 11.2 The Contractor, its employees, assignees, delegates and subcontractors will comply with all applicable provisions of the Americans With Disabilities Act and all regulations interpreting and enforcing such act.
- 11.3 The Contractor and its subcontractors, employees, agents, assignees and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 11.4 Religious Activities. If the Contractor is a faith-based or religious organization, it retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. Such a Contractor, however, may not use any funding provided under this Agreement to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may such a Contractor condition the provision of services provided pursuant to this Agreement upon a participant's engaging in any such explicitly religious activities.

SECTION 12. DOCUMENTATION AND OWNERSHIP OF MATERIALS

- 12.1 The Contractor will maintain readily accessible records and documents sufficient to provide an audit trail needed by the County to identify the receipt and expenditure of funds under this Contract, and to keep on record all source documents, such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.

- 12.2 The Contractor will maintain property record cards and property identification tabs as may be directed by County codes and changes thereto. This applies only to property purchased from funds under this Contract specifically designated for such purposes. Ownership of equipment purchased with funds under this Contract so designated for purchase shall rest in the County and such equipment shall be so identified.
- 12.3 The Contractor will provide a detailed record of all sources of income for any programs it operates pursuant to this Contract, including state grants, fees, donations, federal funds and other funds outlined in this Contract, or any amendments or modifications to this Contract. Expenditure of all funds payable under this Contract must be in accordance with the attached Statement of Work.
- 12.4 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.5 All property and patent rights, including publication rights, and other documentation, including, machine-readable media, produced by the Contractor in connection with the work provided for under this Contract shall vest in the County and such materials will be provided to the County upon request.
- 12.6 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative will be final and conclusive.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.
- 16.3 If the Contractor is a federally recognized Indian tribe, the following provision applies: Each party hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the other party relating to, or arising under, this Contract. Each party hereby voluntarily consents to the personal jurisdiction of the Superior Court of the State of Washington, County of Kitsap, solely for this purpose.

SECTION 17. MISCELLANEOUS

- 17.1 **Authority.** The Contractor certifies that it has the legal authority to apply for the funds covered under this Contract.
- 17.2 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.3 **Remedies.** All remedies provided for in this Contract will be construed as cumulative and will be in addition to any other remedies provided by law.
- 17.4 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.5 **Conflict of Interest.** The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contractor will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.
- 17.6 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representative from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.7 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six (6) years after termination of the Contract.
- 17.8 **Publication.** The Contractor will not publish any results of the works performed under this Contract without the advance written permission of the County.
- 17.9 **County Review.** The County may, at reasonable times, review and monitor the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the Board of County Commissioners, or its respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by County agents or employees, and the inspection of all

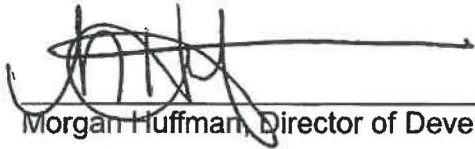
records or other materials which the County deems pertinent to the Contract and its performance, except those deemed confidential by law.

- 17.10 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.11 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.12 **Suspension, Debarment, and Lobbying.** The Contractor shall certify, on a separate form (Attachment D), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Contractor, on a separate form (Attachment E), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Contract.
- 17.13 **Attachments.** The parties acknowledge that the following attachments, which are attached to this Contract, are expressly incorporated by this reference:
- Attachment A – Special Terms and Conditions
 - Attachment B – Statement of Work
 - Attachment C – Budget Summary/Estimated Expenditures
 - Attachment D – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - Attachment E – Certification Regarding Lobbying
- In the event of an inconsistency between these General Terms and Conditions and the attachments, precedence shall be given in the following order: (1) General Terms and Conditions; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget Summary/Estimated Expenditures.
- 17.14 **Whole Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the Contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.15 **Notices.** Any notice will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

This contract is effective _____.

Dated this 8 day of October, 2020 ^{11/20/20}

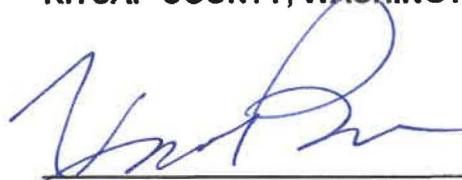
**CONTRACTOR
BREMERTON FOODLINE**



Morgan Huffman, Director of Development

Dated this 10 day of October, 2020.

KITSAP COUNTY, WASHINGTON



Victoria, Brazitis, County Administrator

Approved as to form by the Prosecuting Attorney's Office

ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

Kitsap County ILA with the Washington State Department of Agriculture

WSDA Contract No. K5577
KC-515-24

INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE DEPARTMENT OF AGRICULTURE AND KITSAP COUNTY

Agreement number K5577 is made and entered into by and between the Washington State Department of Agriculture, "WSDA" or "Agency", located at 1111 Washington St. SE, PO Box 42560, Olympia, WA 98504-2560, and Kitsap County or "Subrecipient", located at 614 Division St. MS-23, Port Orchard, WA 98366. Subrecipient's UEI is: LD6MNI62JQD1

AUTHORITY

Funding for this agreement has been provided in the 2023-2025 biennial state Operating Budget, ESSB 5187, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802.

PURPOSE

The purpose of this agreement is to facilitate strong relationships and effective communication channels among Washington state's emergency food response networks, including county and state government agencies and local hunger relief organizations. To fill continued gaps in emergency food resources, funding will be used for county-directed procurement and distribution of emergency food to hunger relief organizations as part of a state alternative to the federal USDA Farmers to Food Box program. This agreement is part of the state's coordinated response to increase farm and food business viability, reduce food access barriers for socially disadvantaged communities, and increase food security for all Washingtonians while contributing to long-term emergency preparedness and food system resilience.

STATEMENT OF WORK

The Subrecipient shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Exhibit "A" attached and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 5, 2024 or upon execution, whichever is later, and end on June 30, 2025 unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the work herein will not exceed \$39,302.08. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be in accordance with the Budget in Exhibit "B" which is attached and incorporated herein. The committed funding is from the Coronavirus State Fiscal Recovery Fund, Assistance Listing 21.027.

INDIRECT COSTS

Subrecipient shall provide its indirect cost rate agreement that has been negotiated between the Subrecipient and the federal government. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): SLFRP0002

The committed funding is from the federal Coronavirus State Fiscal Recovery Fund, Assistance Listing 21.027. Coronavirus State Fiscal Recovery Funds were authorized in the American Rescue Plan in response to COVID-19. Information from the US Department of the Treasury about this federal fund source can be found here: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. Subrecipient, by accepting this agreement, is a subrecipient of the federal funds that support this award and is subject to all of the federal requirements. 2022 CSLFRF Compliance Supplement can be found here: <https://home.treasury.gov/system/files/136/21.027-SLFRF-2022-Compliance-Supplement.pdf>

Subrecipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statements:

This project was supported by funds awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Agriculture.

COMPLIANCE WITH APPLICABLE FEDERAL LAW AND REGULATIONS

- A. Subrecipient agrees to comply with the requirements of [section 603 of Title VI – Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds of the Act](#), regulations adopted by Treasury pursuant to section 603(f) of the Act, and [guidance issued by Treasury](#), and as amended, regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, without limitation, the following:
 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in [Appendix A to 2 C.F.R. Part 25](#) is hereby incorporated by reference.
 3. Reporting Sub Award and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 4. OMB Guidance to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition

in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 6. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 9. Generally applicable federal environmental laws and regulations.
- C. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

AUDIT

Federal Funding of \$750,000 or more. If Subrecipient expends \$750,000 or more from all federal sources during Subrecipient's fiscal year, as determined under [§ 200.501](#) of the Federal Award Uniform Guidance, Subrecipient shall obtain an annual Single Audit conducted in accordance with [§ 200.514](#) except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of § 200.501. The \$750,000 includes the value of food received from federal food programs and any other federal funding sources.

DEBARMENT, SUSPENSION AND INELIGIBILITY

The Subrecipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by the State of Washington and any federal department or agency. Signature of this contract certifies that to the best of its knowledge that they:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local government entity;
- b. Have not within a three-year period preceding this contract been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or Agreement (federal, state, or local); violation of federal or state antitrust statutes; or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, 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 federal Executive Order 12549; and
- d. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

Subrecipient shall establish procurement policies in accordance with 2 CFR Part 200. The Subrecipient's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Subrecipient, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Subcontracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all the following:
 - a. Subcontractor selection or rejection.
 - a. The basis for the cost or price.
 - a. Justification for lack of competitive bids if offers are not obtained.

BILLING PROCEDURES

The Subrecipient shall submit invoices monthly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of a valid invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date.

However, invoices for all work done by June 30th of each year must be submitted by July 15th.

BILLING DETAIL

Each invoice voucher submitted to the Agency by the Subrecipient shall include such information as is necessary for the Agency to determine the exact nature of all expenditures. Subrecipient must retain all back-up documentation to support invoices to WSDA, which must be made available to WSDA upon request. At a minimum, the Subrecipient shall specify the following:

- a. WSDA Agreement Number K5577.
- b. Subrecipient's Statewide Vendor Registration number assigned by Washington State Office of Financial Management (OFM).
- c. The month and year of the billed services.
- d. The total cost for each budget line item of Exhibit "B" – Budget for each month billed.
- e. The total invoice amount.

If Subrecipient does not have an invoice template to request payment, Subrecipient can request a copy of a Certified State Invoice Voucher (Form A-19) from WSDA. Invoices shall be submitted electronically to WSDA's Contract Manager by the 20th of each month for services provided in the previous calendar month.

Payment shall be made after acceptance by WSDA's Contract Manager of each deliverable as described in the Statement of Work. No payment in advance or in anticipation of services or supplies under this Contract shall be made by WSDA. Invoices and supporting documentation must be submitted within 90 days of completion of all services to be eligible for payment. If invoices and supporting documentation are not submitted within 90 days of the provision of service, then payment may be forfeited. Claims for payment submitted by the Subrecipient to WSDA for costs due and payable under this Contract that were incurred prior to the end date of the period of performance shall be paid if received by WSDA within 15 days.

DUPLICATION OF BILLED COSTS

The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with 30 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination;
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions;
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables; or,
- d. Pursue such other alternative as the parties mutually agree to writing.

MAINTENANCE OF RECORDS

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the contract, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall

- have full access and the right to examine any of these materials during this period.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
 - c. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

SITE SECURITY

While on Agency premises, the Subrecipient, its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

SUBCONTRACTING

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- b. Except as otherwise provided in the Agreement, the Subrecipient shall not subcontract any of the contracted services without the prior approval of the Agency. The Subrecipient is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Subrecipient or its Subcontractors to perform the obligations of this Agreement shall not discharge Subrecipient from its obligations under this Agreement.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Subrecipient shall ensure that all Subcontractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Subrecipient shall also ensure that all Subcontractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the

parties.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for WSDA is:	The Contract Manager for Subrecipient is:
Andrea Litzow, Contracts Specialist Washington State Department of Agriculture 1111 Washington St. SE, PO Box 4256 Olympia, WA 98504-2560 Phone: (360) 918-6914 E-Mail: Andrea.Litzow@Agr.wa.gov	Sonya Miles, Deputy Director Kitsap County Human Services 614 Division St. MS-23 Port Orchard, WA 98366 Phone: (360) 337-4839 E-Mail: Smiles@kitsap.gov

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes, and local laws, rules and regulations.
- b. This Agreement.
- c. Exhibit "A" Statement of Work
- d. Exhibit "B" Budget

ALL WRITINGS CONTAINED HEREIN

This Agreement, consisting of thirteen (13) pages, contains all the terms and conditions agreed upon by the parties, which will be delivered in accordance with the WSDA General Terms and Conditions. It is executed by the persons signing below who warrant that they have the authority to execute the contract. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Subrecipient

Washington State Department of Agriculture

Katherine T. Walters

Jason Ferrante

{Print Name}

{Print Name}

Chair, Kitsap County Board of Commissioners

Deputy Director

{Title}

{Title}

{Signature}

{Date}

{Signature}

{Date}

Exhibit A
STATEMENT OF WORK

Background. To respond to sustained high rates of food insecurity and continued gaps in emergency food resources following the COVID-19 pandemic, WSDA and Kitsap County are working together to facilitate county-directed procurement and distribution of emergency food to hunger relief organizations, including organizations that serve black, indigenous, people of color (BIPOC) and other socially disadvantaged communities. The purpose of this Agreement is to build and reinforce relationships among Washington state's emergency food response networks, including county and state government agencies and local hunger relief organizations. It also aims to support local farmers and producers to increase farm and food business viability and increase food security in Washington state, while contributing to long-term emergency preparedness and food system resilience. This Statement of Work describes the services that Subrecipient will perform through June 30, 2025.

Services. The Subrecipient will perform the following services:

1. In compliance with County procurement policies and federal funding requirements, develop and implement county-directed procurement and distribution of emergency food to local hunger relief organizations that ensures equitable access to resources and purchasing of Washington grown and produced foods, when possible. Subrecipient may determine a variety of program activities based on identified community needs.
2. Complete reporting on project activities and food security recommendations for future public health emergencies.

Schedule. The parties anticipate that the Subrecipient will perform services under this Statement of Work until the earlier of June 30, 2025, or the exhaustion of the funding commitment set forth below. The parties may agree on additional Statements of Work for services to be performed following the completion of this Statement of Work, which will be agreed upon through a fully executed amendment.

Funding Commitment. WSDA has committed \$39,302.08 for compensation to be paid to the Subrecipient for its satisfactory performance of services under this Statement of Work. The Subrecipient will not be obligated to perform any services and will not be compensated for services that do not fall within the funding commitment.

Additional Details.

1. Subrecipient must begin services no later than December 1, 2024.
2. Subrecipient is required to allocate at least 50% of the total funding commitment to emergency food purchasing. Purchasing may be directly from farms and other local or regional food producers or through subcontracts to one or more qualified nonprofit hunger relief organizations based on identified community needs and is generally encouraged to source food from local or regional food producers wherever possible.
3. All Subrecipient and Subcontractors (where applicable) must comply with the following service terms:
 - a. Must comply with all federal and state nondiscrimination laws, regulations, and policies.
 - b. Prayer or religious services must not be required of individuals seeking emergency food.
 - c. Emergency food must not be sold or bartered. It must be given freely to persons in need.
 - d. Must comply with the WA Retail Food Code.

Business Contacts. The following are additional contacts for Kitsap County.

Director, Department of Human Services
Doug Washburn Phone: (360) 337-4526 E-Mail: dwashburn@kitsap.gov

Documents. The Subrecipient will produce and deliver the following written reports and other documents (“deliverables”) by the dates indicated in the following chart. The Subrecipient’s delivery of each document will entitle the Subrecipient to submit an invoice for the applicable amount set forth below.

Document	Due Date	Applicable Fee
<p>Monthly Summary of Expenses & Activities to include:</p> <ul style="list-style-type: none"> Expenses by budget category for that month Direct purchasing summary by vendor and amount New subaward agreements by organization name and total amount 	Monthly on the 20th	All allowable billed expenses will be reimbursed up to budget totals by category on Exhibit “B”
<p>Final report on project activities. Report to include:</p> <ul style="list-style-type: none"> Total amount of funding spent on the purchase of food by Subrecipient or Subcontractor(s), Summary of hunger relief organizations that received food or funding through this award, including organization name and location, Number and list of farms and food producers Subrecipient or Subcontractor(s) sourced emergency food from, Total amount of funding spent on the purchase of food per farm or food producer, Number of households served by hunger relief organizations that received food or funding through this award during the period of performance, Total pounds of food purchased by Subrecipient or Subcontractor(s), Total pounds of food distributed by type: 1. Produce, 2. Meat, 3. Seafood, 4. Non-meat protein, 5. Dairy, 6. Grain, 7. Other, and, Lessons learned. 	July 15, 2025	N/A
<p>Final report on food security recommendations related to future public health emergencies. Report to include:</p> <ul style="list-style-type: none"> Recommendations on preferred communication channels between local government agencies and state government specific to food assistance and emergency food response; 	July 15, 2025	N/A

<ul style="list-style-type: none">• A link to or copy of Kitsap County's current emergency response plan for feeding people during an emergency response, including existing community networks, and;• Lessons learned from COVID-19 food security response to inform future emergency actions.		
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**Exhibit B
BUDGET**

The parties have estimated that the cost of accomplishing the work herein will not exceed \$39,302.08.

Direct Cost Category*	Amount	Comments
Salaries & Benefits	\$0	N/A
Pass-through Awards**	\$39,302.08	100% of the award via pass-through to Bremerton Foodline
Food Purchases	\$0	N/A
Distribution & Transportation	\$0	N/A
Indirect Costs	\$0	N/A
Other (please describe)	\$0	N/A
TOTAL	\$39,302.08	

**WSDA requires a contract amendment for budget revisions that transfer funds among direct cost categories when the cumulative amount of such transfers exceeds 10 percent of the total approved budget.*

***WSDA requires at least 50% of the total funding commitment to be spent on the purchase of food, either through direct food purchasing by the subrecipient or through the recipient(s) of the pass-through award(s). Therefore, WSDA expects that a minimum of **\$19,651.04** will be reported on food purchases during the period of performance.*

ATTACHMENT B: STATEMENT OF WORK

Background. To respond to sustained high rates of food insecurity and continued gaps in emergency food resources following the COVID-19 pandemic, WSDA and Kitsap County are working together to facilitate county-directed procurement and distribution of emergency food to hunger relief organizations, including organizations that serve black, indigenous, people of color (BIPOC) and other socially disadvantaged communities. The purpose of this Agreement is to build and reinforce relationships among Washington state's emergency food response networks, including county and state government agencies and local hunger relief organizations. It also aims to support local farmers and producers to increase farm and food business viability and increase food security in Washington state, while contributing to long-term emergency preparedness and food system resilience. This Statement of Work describes the services that Subrecipient will perform through June 30, 2025.

Services. The Subrecipient will perform the following services:

1. In compliance with County procurement policies and federal funding requirements, develop and implement county-directed procurement and distribution of emergency food to local hunger relief organizations that ensures equitable access to resources and purchasing of Washington grown and produced foods, when possible. Subrecipient may determine a variety of program activities based on identified community needs.
2. Complete reporting on project activities and food security recommendations for future public health emergencies.

Schedule. The parties anticipate that the Subrecipient will perform services under this Statement of Work until the earlier of June 30, 2025, or the exhaustion of the funding commitment set forth below. The parties may agree on additional Statements of Work for services to be performed following the completion of this Statement of Work, which will be agreed upon through a fully executed amendment.

Funding Commitment. WSDA has committed \$39,302.08 for compensation to be paid to the Subrecipient for its satisfactory performance of services under this Statement of Work. The Subrecipient will not be obligated to perform any services and will not be compensated for services that do not fall within the funding commitment.

Additional Details.

1. Subrecipient must begin services no later than December 1, 2024.
2. Subrecipient is required to allocate at least 50% of the total funding commitment to emergency food purchasing. Purchasing may be directly from farms and other local or regional food producers or through subcontracts to one or more qualified nonprofit hunger relief organizations based on identified community needs and is generally encouraged to source food from local or regional food producers wherever possible.
3. All Subrecipient and Subcontractors (where applicable) must comply with the following service terms:
 - a. Must comply with all federal and state nondiscrimination laws, regulations, and policies.
 - b. Prayer or religious services must not be required of individuals seeking emergency food.
 - c. Emergency food must not be sold or bartered. It must be given freely to persons in need.
 - d. Must comply with the WA Retail Food Code.

Documents. The Subrecipient will produce and deliver the following written reports and other documents (“deliverables”) by the dates indicated in the following chart. The Subrecipient’s delivery of each document will entitle the Subrecipient to submit an invoice for the applicable amount set forth below.

Document	Due Date	Applicable Fee
<p>Monthly Summary of Expenses & Activities to include:</p> <ul style="list-style-type: none"> • Expenses by budget category for that month • Direct purchasing summary by vendor and amount • New subaward agreements by organization name and total amount 	Monthly on the 15th	All allowable billed expenses will be reimbursed up to budget totals by category on Exhibit “B”
<p>Final report on project activities. Report to include:</p> <ul style="list-style-type: none"> • Total amount of funding spent on the purchase of food by Subrecipient or Subcontractor(s), • Summary of hunger relief organizations that received food or funding through this award, including organization name and location, • Number and list of farms and food producers Subrecipient or Subcontractor(s) sourced emergency food from, • Total amount of funding spent on the purchase of food per farm or food producer, • Number of households served by hunger relief organizations that received food or funding through this award during the period of performance, • Total pounds of food purchased by Subrecipient or Subcontractor(s), • Total pounds of food distributed by type: 1. Produce, 2. Meat, 3. Seafood, 4. Non-meat protein, 5. Dairy, 6. Grain, 7. Other, and, • Lessons learned. 	July 1, 2025	N/A
<p>Final report on food security recommendations related to future public health emergencies. Report to include:</p> <ul style="list-style-type: none"> • Recommendations on preferred communication channels between local government agencies and state government specific to food assistance and emergency food response; 	July 1, 2025	N/A

<ul style="list-style-type: none">• A link to or copy of Kitsap County’s current emergency response plan for feeding people during an emergency response, including existing community networks, and;• Lessons learned from COVID-19 food security response to inform future emergency actions.		
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ATTACHMENT C: BUDGET SUMMARY

The parties have estimated that the cost of accomplishing the work herein will not exceed \$39,302.08.

Direct Cost Category*	Amount	Comments
Salaries & Benefits	\$0	N/A
Pass-through Awards**	\$39,302.08	100% of the award via pass-through to Bremerton Foodline
Food Purchases	\$0	N/A
Distribution & Transportation	\$0	N/A
Indirect Costs	\$0	N/A
Other (please describe)	\$0	N/A
TOTAL	\$39,302.08	

**WSDA requires a contract amendment for budget revisions that transfer funds among direct cost categories when the cumulative amount of such transfers exceeds 10 percent of the total approved budget.*

***WSDA requires at least 50% of the total funding commitment to be spent on the purchase of food, either through direct food purchasing by the subrecipient or through the recipient(s) of the pass-through award(s). Therefore, WSDA expects that a minimum of **\$19,651.04** will be reported on food purchases during the period of performance.*

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

Primary Covered Transactions 45 CFR 76

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

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

CONTRACTOR: Bremerton Foodline

Name: Cari Kank
Title: Executive Director
DATE: 10/8/2024

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

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

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

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

Bremerton Foodline

Contractor Organization


Signature of Certifying Official

10/8/2024
Date




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2024

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

PRODUCER  John Stephens 1100 Wheaton Way Suite A Bremerton WA 983104459	CONTACT NAME: John Stephens PHONE (A/C, No, Ext): 360-377-3992 E-MAIL ADDRESS: john.stephens.qpww@statefarm.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURED BREMERTON FOODLINE PO BOX 824 BREMERTON WA 983370173	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	122 7291-E10-47C	05/10/2024	11/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

Kitsap County 614 Division Street, Mail Stop - 23 Port Orchard WA 98366	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 form was system-generated on 10/11/2024
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Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: Principal: From: To:
WA UBI Number: RCW: Penalty Due: Wage Due:
License Number:

[Download all debarment data](#)

Show 25 per page Showing 0 records

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

Show 25 per page Showing 0 records

Search All Words e.g. 1606N020Q02

Search Results Saved Searches

Actions

Select Domain All Domains

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search Search Editor

Any Words

All Words

Exact Phrase

e.g. 1606N020Q02

"Bremerton Foodline"

Federal Organizations

Enter Code or Name

Status

Active

Inactive

Reset

Showing 1 - 1 of 1 results

BREMERTON FOODLINE Active Registration

Unique Entity ID	CAGE Code	Physical Address
X115JJ65MQZ9	7V5Z1	1600 12TH ST, BREMERTON, WA 98337 USA

Sort by

Date Modified/Updated

Entity

Expiration Date
Feb 5, 2025

Purpose of Registration
Federal Assistance Awards

< 1 of 1 >

Results per page
25