

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Elizabeth Kosa
DIRECTOR**



NATURAL RESOURCES
322 N. Commercial Street, 2nd Floor
Bellingham, WA 98225
Phone: (360) 778-6230
Fax: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom County Executive

THROUGH: Elizabeth Kosa, Public Works Director *EK*

FROM: Gary S. Stoyka, Natural Resources Manager *GSS*

DATE: January 23, 2024

RE: Contract with Cascadia Law Group PLLC for Legal Assistance with County Water Rights

Please find attached for your review a copy of the contract between Cascadia Law Group PLLC and the Whatcom County for legal defense Whatcom County water rights. The authorized agreement will be signed electronically through DocuSign.

Requested Action

Public Works respectfully requests that the County Executive review and sign this amendment.

Background and Purpose

The Washington State Department of Ecology is preparing to file a general stream adjudication for Water Resources Inventory Area (WRIA) 1 in Whatcom County Superior Court in Spring 2024. Whatcom County has several water rights on file with the Department of Ecology. During the adjudication, Whatcom County will need to respond to legal action taken against all water right holders in WRIA 1 by filing water rights claims and evidence that the court will consider when determining the extent and validity of the County's water rights claims. At this time, the extent and uses of water rights on file under the County's name are unknown. Furthermore, the County may hold other water rights that are not included in Ecology's water rights database. The County requires water rights legal expertise to determine the nature and extent of any water rights it may have. Additional legal advice may be required once the nature and extent of the County's water rights have been determined.

Funding Amount and Source

The contract is not to exceed \$25,000. The scope of work is described in the attached contract. There is adequate budget in the 2024 Public Works Natural Resources budget for this contract.

Please contact Gary Stoyka at extension 6218 for any clarification or additional information on the agreement and the associated project.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202401025

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Natural Resources - 907010
Contract or Grant Administrator:	Gary Stoyka
Contractor's / Agency Name:	Cascadia Law Group PLLC
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input type="radio"/> No <input checked="" type="radio"/> If No, include WCC: <u>3.08.060 A</u> Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>169121</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>25,000.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: Cascadia Law Group PLLC will provide legal advice related to the defense of water rights claims held by Whatcom County in the pending general stream adjudication in Whatcom County Superior Court.	
Term of Contract: time and materials; not to exceed	Expiration Date: 12/31/24

Contract Routing:	1. Prepared by: <u>Gary S. Stoyka</u>	Date: <u>1/3/24</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>1/3/24</u>
	3. AS Finance reviewed: <u>Amy Martin (via email)</u>	Date: <u>1/5/24</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: <u>1/24/2024</u>
	7. Council approved, if necessary: _____	Date: <u>1/30/2024</u>
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Whatcom County Contract No.

202401025

CONTRACT FOR SERVICES
Between Whatcom County and Cascadia Law Group PLLC

Cascadia Law Group PLLC, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 1 to 12,
 Exhibit A (Scope of Work), pp. 13 to 13,
 Exhibit B (Compensation), pp. 14 to 14,
 Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of January, 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2024.

The general purpose or objective of this Agreement is to: provide legal services related to the County's water rights, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$ 25,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 1/30/2024 day of 1/30/2024, 20 2024.

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

CONTRACTOR:

Cascadia Law Group PLLC

Joseph A. Rehberger 1/24/2024

DF476A8FA7D34DC
 Joseph A. Rehberger, Partner

CONTRACTOR INFORMATION:

Cascadia Law Group PLLC
 Joseph A. Rehberger

Address:
606 Columbia Street NW, Suite 212
Olympia, Washington 98501
(360) 786-5062

Mailing Address:
same

WHATCOM COUNTY:

Recommended for Approval:

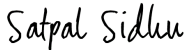
 1/24/2024
870FE242DD76C408
Elizabeth Kosa, Public Works Department Director Date

Approved as to form:

 1/24/2024
EC466EF5C88B4FD...
Christopher Quinn, Senior Deputy Prosecuting Attorney - Civil Division Date

Approved:

Accepted for Whatcom County:

 1/30/2024
1192C7C18B664E3...
By: Satpal Singh Sidhu, Whatcom County Executive

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that 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 its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Professional Liability

Professional Liability - \$1,000,000 per occurrence

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence

\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.

- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Gary Stoyka, Natural Resources Program Manager, Public Works Department

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Cascadia Law Group PLLC
 Attention: Joseph A. Rehberger
 1201 Third Avenue, Suite 320
 Seattle, WA 98101
 Telephone: (206)292-6300
 Email: jrehberger@cascadialaw.com

Whatcom County
 Attention: Gary Stoyka
 322 N. Commercial Street, 2nd Floor
 Bellingham, WA 98225
 Telephone: (360) 778-6218
 Email: gstoyka@co.whatcom.wa.us

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program.

Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

The Contractor shall provide legal services to the County upon request regarding the County's water rights and the pending general stream adjudication in Whatcom County Superior Court.

EXHIBIT "B"
(COMPENSATION)

In consideration of the services performed under the terms of this Contract, the Contractor shall be paid a total not to exceed \$25,000 for work performed.

Billing Procedures: The Contractor shall submit written claims on a monthly basis in any month where there is activity in this case for reimbursement of services provided unless otherwise approved in writing by the County. It is agreed that the Contractor shall be paid for their services within 30 days of receipt of the monthly claim and upon determination of accuracy. Monthly claims are to be submitted to the Administrative Officer.

Contractor's Fee Schedule: Contractor bills for services by the hour. For this matter, the Contractor is offering discounted municipal rates to reflect the public nature of the work. The Contractor will charge the County according to the following rate schedule:

Joseph Rehberger (Partner)	\$436.50 per hour for work on this matter
Paulo Palugod (Associate)	\$350.00 per hour for work on this matter
Louis Russell (Associate)	\$265.50 per hour for work on this matter
Paralegal	\$100.00 per hour for work on this matter

Charges for time spent traveling will be at 75% of the rates shown above.

The County will also reimburse the Contractor for all out-of-pocket costs incurred on behalf of the County. These items include such things as travel expenses including car mileage in excess of 30 miles per trip at the business mileage rate calculated by the IRS; copying expenses at \$0.15 per copy (\$0.75 per color copy) for in-house copying and at cost, including taxes, for outside copying services; long distance telephone charges; FAX charges; and document delivery charges and conference call charges at cost, and computerized legal research charges.

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2024

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 Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500		FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS: now.info@hubinternational.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Allmerica Financial Benefit Insurance Company		41840
INSURED Cascadia Law Group PLLC 1201 Third Avenue, Suite 320 Seattle, WA 98101	INSURER B : Continental Casualty Company		20443
	INSURER C : QBE Insurance Corporation		39217
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	Z22J332881	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z22J332881	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			Z22J332881	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z22J332881	3/1/2023	3/1/2024	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Prof Liability			287349886	3/1/2023	3/1/2024	Each Claim/Agg 5,000,000
C	Excess Prof Liab			100005974	3/1/2023	3/1/2024	Each Claim/Agg 5,000,000

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

Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds as respects operations of the operations of the named insured per form CG2010 4/13 if required under written contract. Coverage is primary and non-contributory and waiver of subrogation applies per form 822-0001 08/19

CERTIFICATE HOLDER

CANCELLATION

Whatcom County
 322 North Commercial St 2nd Floor
 Bellingham, WA 98225

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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES) (INCLUDING NONPAYMENT OF PREMIUM)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CYBER LIABILITY COVERAGE PART
DATA BREACH COVERAGE PART
DIRECTORS AND OFFICERS LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY COVERAGE PART
FOLLOW FORM EXCESS AND UMBRELLA POLICY

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Whatcom County	322 N.Commercial Street,	30
	2nd Floor	
	Bellingham	
	WA 98225	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(ies) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(ies) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(ies) no

more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(ies) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



HANOVER SMALL COMMERCIAL POLICY DECLARATIONS DECLARATIONS – ENDORSEMENT

Policy Change # 002 Effective 01/09/2024

This supersedes any previous declarations bearing the same policy number for this policy period.

Policy Number:	Policy Period:	Coverage is provided by:	Agency Code:
Z22 J332881 00	From: 03/01/2023 To: 03/01/2024 12:01 A.M. Standard Time at your mailing address shown below.	Allmerica Financial Benefit Insurance Company	0901443
Named Insured and Mailing Address: CASCADIA LAW GROUP PLLC 1201 3RD AVE C/O ERIC GILES STE 320 SEATTLE, WA 98101-3029		Agent: HUB INTERNATIONAL NW, LLC PO BOX 3018 BOTHELL WA 98041 (425)489-4500	

This Declarations -- Endorsement shows changes made to the policy effective 01/09/2024 .

SEE NEXT PAGE



HANOVER SMALL COMMERCIAL POLICY DECLARATIONS DECLARATIONS – ENDORSEMENT

Policy Number:	Policy Period:	Coverage is provided by:	Agency Code:
Z22 J332881 00	From: 03/01/2023 To: 03/01/2024 12:01 A.M. Standard Time at your mailing address shown below.	Allmerica Financial Benefit Insurance Company	0901443
Named Insured and Mailing Address: CASCADIA LAW GROUP PLLC 1201 3RD AVE C/O ERIC GILES STE 320 SEATTLE, WA 98101-3029		Agent: HUB INTERNATIONAL NW, LLC PO BOX 3018 BOTHELL WA 98041 (425)489-4500	

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

THE FOLLOWING ADDITIONAL INTEREST (ADDL INSURED) HAS BEEN ADDED TO THE POLICY:

WHATCOM COUNTY
322 N.COMMERCIAL STREET,
2ND FLOOR
BELLINGHAM WA 98225

THE FOLLOWING ADDITIONAL INTEREST (ADDL INSURED) HAS BEEN ADDED TO THE POLICY:

WHATCOM COUNTY
322 N.COMMERCIAL STREET,
2ND FLOOR
BELLINGHAM WA 98225

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION HAS BEEN ADDED.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION HAS BEEN ADDED.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

Date Issued: 01/22/2024
825-0036 08 19

Payment Type: Direct Bill
Page 2



HANOVER SMALL COMMERCIAL POLICY COMMON POLICY DECLARATIONS

Allmerica Financial Benefit Insurance Company
(A Stock Company)
440 Lincoln Street
Worcester, MA 01653

Policy Change # 2 Effective 1/9/2024

Policy Number:	Policy Period:	Coverage is provided by:	Agency Code:
Z22 J332881 00	From: 03/01/2023 To: 03/01/2024 12:01 A.M. Standard Time at your mailing address shown below.	Allmerica Financial Benefit Insurance Company	0901443

Named Insured and Mailing Address: CASCADIA LAW GROUP PLLC 1201 3RD AVE C/O ERIC GILES STE 320 SEATTLE, WA 98101-3029	Agent: HUB INTERNATIONAL NW, LLC PO BOX 3018 BOTHELL, WA 98041 (425) 489-4500
---	--

Insured Business Description:	Lawyers Office
Business Type:	Limited Liability Company

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. YOUR POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN.

DESCRIBED PREMISES

Loc. No.	Bldg. No.	Address
001	001	1201 3Rd Ave Ste 320, Seattle, WA 98101-3075
002	001	606 Columbia St Nw, Olympia, WA 98501-1085

PROPERTY COVERAGE

Loc. No.	Bldg. No.	Building Limit	Building Deductible	Building Valuation	Business Personal Property (BPP) Limit		BPP Deductible	BPP Valuation
001	001	Not Covered	N/A	N/A	\$ 971,523		\$ 500	Replacement Cost
002	001	Not Covered	N/A	N/A	\$ 271,090		\$ 500	Replacement Cost
Business Income Limit of Insurance: 24 Months Actual Loss Sustained					Business Income Waiting Period: 24 Hours			
Equipment Breakdown Deductible: \$500								

Date Issued: 01/22/2024

Payment Type: Direct Bill

Group: ZKM PROFESSIONAL SERVICES - SELECT

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**LIABILITY COVERAGE**

EXCEPT FOR DAMAGE TO PREMISES RENTED TO YOU, EACH PAID CLAIM FOR THE FOLLOWING COVERAGES REDUCES THE AMOUNT OF INSURANCE WE PROVIDE DURING THE ANNUAL PERIOD.

Coverage	Limit
General Aggregate Limit	\$ 4,000,000
Products/Completed Operations Aggregate Limit	\$ INCLUDED
Bodily Injury and Property Damage Liability – Each Occurrence Limit	\$ 2,000,000
Personal and Advertising Injury – Each Incident Limit	\$ 2,000,000
Medical Payments – Each Person Limit	\$ 15,000
Damage to Premises Rented to You – Any One Premises Limit, All Perils	\$ 1,000,000

PLEASE REFER TO THE LIMITS OF INSURANCE SECTION OF YOUR COVERAGE FORM AND ANY ENDORSEMENTS.

LIABILITY CLASSIFICATION SCHEDULE

Loc. #	Liability Class Code	Classification Description	Liability Exposure	Premium Basis
001	75386	Lawyers Office	5,610	Square Feet
002	75386	Lawyers Office	1,950	Square Feet

FORMS, ENDORSEMENTS AND NOTICES**Applicable to Multiple Coverage Parts**

Form No.	Edition Date	Title
171-0741	08/19	Availability Of Loss Control Services - NTP
231-0862	12/14	Customer Notice Of Privacy And Producer Compensation Practices Disclosures
825-0008	08/19	Disclosure Pursuant To Terrorism Risk Insurance Act
825-0018	08/19	Cap On Losses From Certified Acts Of Terrorism
825-0019	08/19	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
825-0034	08/19	Hanover Small Commercial Policy Declarations - Named Insured Endorsement
825-3009	08/19	Notice Of Cancellation To Designated Entity(ies) (Including Nonpayment Of Premium)
825-3029	08/19	Trade Or Economic Sanctions Endorsement
IL 01 23	11/13	Washington Changes - Defense Costs
IL 01 46	08/10	Washington Common Policy Conditions
IL 09 52	01/15	Cap On Losses From Certified Acts Of Terrorism
SIG-1100	11/17	Signature Page

Applicable to Property Coverage Parts

Form No.	Edition Date	Title
821-0005	08/19	Small Commercial Platinum Property Broadening Endorsement
821-0009	08/19	Lawyers Property Broadening Endorsement
821-0028	08/19	Claim Information Notice To Policyholder
821-0058	08/19	Washington Changes - Property
CP 00 10	10/12	Building And Personal Property Coverage Form

Date Issued: 01/22/2024

Payment Type: Direct Bill

Group: ZKM PROFESSIONAL SERVICES - SELECT

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Form No.	Edition Date	Title
CP 00 90	07/88	Commercial Property Conditions
CP 01 26	10/12	Washington Changes
CP 01 40	07/06	Exclusion Of Loss Due To Virus Or Bacteria
CP 01 60	12/98	Washington Changes Domestic Abuse
CP 01 79	10/12	Washington Changes Excluded Causes Of Loss
CP 10 30	09/17	Causes Of Loss Special Form
CP 12 20	10/12	Loss Payable Provisions Washington
IL 01 57	07/02	Washington Changes Actual Cash Value

Applicable to Liability Coverage Parts		
Form No.	Edition Date	Title
822-0001	08/19	Small Commercial Liability Companion Endorsement
822-3015	08/19	Hired Auto And Non-Owned Auto Liability
822-3024	08/19	Exclusion - Asbestos
822-3058	08/19	Washington Changes - Small Commercial Liability
CG 00 01	04/13	Commercial General Liability Coverage Form
CG 01 81	05/08	Washington Changes
CG 01 97	12/07	Washington Changes - Employment-Related Practices Exclusion
CG 04 35	12/07	Employee Benefits Liability Coverage
CG 04 42	11/03	Stop Gap - Employers Liability Coverage Endorsement - Washington
CG 04 50	05/08	Washington Changes - Who Is An Insured
CG 20 10	04/13	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
CG 22 96	04/13	Limited Exclusion - Personal And Advertising Injury - Lawyers
CG 26 78	12/04	Washington - Limited Fungi Or Bacteria Coverage

NOTICE OF A CLAIM

Report any claim or "suit" to:

The Hanover Insurance Company
P.O. Box 15145
Worcester, MA 01615

National Claims Telephone Number: 800-628-0250
Facsimile: 800-399-4734
Email: firstreport@hanover.com

PREMIUM

All Property Coverages Premium	\$	2,463.00
All Liability Coverages Premium	\$	377.00
Commercial Umbrella Liability Coverage Premium	\$	2,100.00
Total Coverage Premium	\$	4,940.00
Total Surcharge Premium	\$	4.16
Premium Subtotal	\$	4,944.16
Additional Premium to Meet Policy Minimum Premium		N/A
Total Policy Premium*	\$	4,944.16
Additional/Return Premium for Endorsement	\$	5 (Waived)

*Includes premium, if any, for terrorism; refer to disclosure notice.

Date Issued: 01/22/2024

Payment Type: Direct Bill

Group: ZKM PROFESSIONAL SERVICES - SELECT

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AUDIT PERIOD

<input checked="checked" type="checkbox"/> Not auditable	<input type="checkbox"/> Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Other
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THESE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORMS AND ANY ENDORSEMENTS ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



HANOVER SMALL COMMERCIAL POLICY DECLARATIONS TAXES, SURCHARGES AND FEES

Policy Number:	Policy Period:	Coverage is provided by:	Agency Code:
Z22 J332881 00	From: 03/01/2023 To: 03/01/2024 12:01 A.M. Standard Time at your mailing address shown below.	Allmerica Financial Benefit Insurance Company	0901443

Named Insured and Mailing Address: CASCADIA LAW GROUP PLLC 1201 3RD AVE C/O ERIC GILES STE 320 SEATTLE, WA 98101-3029	Agent: HUB INTERNATIONAL NW, LLC PO BOX 3018 BOTHELL, WA 98041 (425) 489-4500
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TAXES, SURCHARGES AND FEES

State	Description	Amount
WA	Regulatory Surcharge	
Total Taxes, Surcharges and Fees		\$.00



HANOVER SMALL COMMERCIAL POLICY DECLARATIONS NAMED INSURED ENDORSEMENT

Policy Change # 2 Effective 1/9/2024

Policy Number:	Policy Period:	Coverage is provided by:	Agency Code:
Z22 J332881 00	From: 03/01/2023 To: 03/01/2024 12:01 A.M. Standard Time at your mailing address shown below.	Allmerica Financial Benefit Insurance Company	0901443
Named Insured and Mailing Address: CASCADIA LAW GROUP PLLC 1201 3RD AVE C/O ERIC GILES, STE 320 SEATTLE, WA 98101		Agent: HUB INTERNATIONAL NW, LLC PO BOX 3018 BOTHELL, WA 98041 (425) 489-4500	

SCHEDULE OF NAMED INSUREDS

Cascadia Policy Solutions LLC



FOLLOW FORM EXCESS AND UMBRELLA LIABILITY DECLARATIONS

Policy Change # 2 Effective 1/9/2024

CLAIMS-MADE WARNING

COVERAGE A – FOLLOW FORM EXCESS LIABILITY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS WHEN THE APPLICABLE “UNDERLYING INSURANCE” IS WRITTEN ON A CLAIMS-MADE BASIS. WHEN CLAIMS-MADE COVERAGE APPLIES, THIS POLICY, SUBJECT TO ITS TERMS, APPLIES ONLY TO “CLAIMS” FIRST MADE AGAINST YOU DURING THE POLICY PERIOD, AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

Policy Number:	Policy Period:	Coverage is provided by:	Agency Code:
Z22 J332881 00	Inception Date: 03/01/2023 Expiration Date: 03/01/2024 12:01 A.M. Standard Time at your mailing address shown below.	Allmerica Financial Benefit Insurance Company	0901443
Named Insured and Mailing Address: CASCADIA LAW GROUP PLLC 1201 3RD AVE C/O ERIC GILES STE 320 SEATTLE, WA 98101-3029		Agent: HUB INTERNATIONAL NW, LLC PO BOX 3018 BOTHELL, WA 98041 (425) 489-4500	

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. YOUR POLICY CONSISTS OF THE COVERAGE PART(S) FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN.

FOLLOW FORM EXCESS AND UMBRELLA LIABILITY COVERAGE

LIMITS OF INSURANCE:	
Each Occurrence or Each Claim Limit	\$5,000,000
Products – Completed Operations Aggregate Limit	\$5,000,000
General Aggregate Limit	\$5,000,000
Retained Limit	\$0

FORMS, ENDORSEMENTS AND NOTICES

Forms, Endorsements and Notices applying to this Coverage Part and made a part of this policy:		
Form No.	Edition Date	Title
826-0001	08/19	Follow Form Excess And Umbrella Liability Coverage
826-0002	08/19	Schedule Of Underlying Coverages

Date Issued: 01/22/2024

Payment Type: Direct Bill

826-0003 08 19

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Form No.	Edition Date	Title
826-0022	08/19	Claims Made Endorsement
826-0040	08/19	Exclusion - Aircraft Products, Grounding And Testing(Coverage B)
826-0043	08/19	Exclusion - Personal And Advertising Injury (Coverage B)
826-0081	08/19	Exclusion - Abuse Or Molestation (Coverage A And B)
826-0146	08/19	Washington Changes
826-0158	08/19	Exclusion - Silica (Coverage A And B)
826-0167	08/19	Washington Exclusion - Fungi Or Bacteria With Food Exception (Coverage A And B)
826-0192	08/19	Exclusion - Occupational Disease (Coverage B)
826-0275	08/19	Underlying Insurance Redefined

NOTICE OF A CLAIM

Report any claim or "suit" to:

The Hanover Insurance Company
P.O. Box 15145
Worcester, MA 01615

National Claims Telephone Number: 800-628-0250
Facsimile: 800-399-4734
Email: firstreport@hanover.com

PREMIUM

Estimated Annual Umbrella Premium	\$	2,075.00
Premium Surcharges	\$	1.77 (Premium Surcharges NOT APPLICABLE in New York)
Terrorism – Umbrella	\$	25.00
Annual Minimum Premium	\$	None
Advance Umbrella Premium	\$	2,100.00
Estimated Annual Premium	\$	2,101.77



SCHEDULE OF UNDERLYING COVERAGES

Insured: CASCADIA LAW GROUP PLLC

Effective on and after 03/01/2023 **12:01 A.M. Standard Time**
This Schedule is part of Policy Number: Z22 J332881 00

CARRIER, POLICY NUMBER & PERIOD	TYPE OF POLICY	APPLICABLE LIMITS OR AMOUNT OF INSURANCE
(a) Carrier: Allmerica Financial Benefit Insurance Company Policy Number: Z22 J332881 00 Policy Period: 03/01/2023 - 03/01/2024	Commercial General Liability <input type="checkbox"/> Owned Autos <input checked="" type="checkbox"/> Non-owned & Hired Autos	\$ 2,000,000 Occurrence/ Each Claim \$ 2,000,000 Personal Injury and Advertising Injury \$ 4,000,000 General Aggregate \$ INCLUDED Products/Completed Operations Aggregate Retroactive Date: N/A
(b) Carrier: Policy Number: Policy Period:	Automobile Liability including <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-owned & Hired Autos	Bodily Injury and Property Damage Liability Combined: \$ Each Accident Other:
(c) Carrier: Policy Number: Policy Period:	Employers' Liability NEW YORK ONLY: The Umbrella Coverage for Workers' Compensation and Employers Liability is not applicable in situations where an employee is subject to the New York Workers' Compensation Law.	Bodily Injury by Accident: \$ Each Accident Bodily Injury by Disease: \$ Each Employee \$ Aggregate
(d) Carrier: Policy Number: Policy Period:	Liquor Liability	\$ Each Common Cause \$ Aggregate
(e) Carrier: Policy Number: Policy Period:	Errors and Omissions Liability Industry:	\$ Each Occurrence/Claim \$ Aggregate Retroactive Date:
(f) Carrier: Policy Number: Policy Period:	Directors & Officers Liability	\$ Each Claim \$ Aggregate Retroactive Date:
(g) Carrier: Allmerica Financial Benefit Insurance Company Policy Number: Z22 J332881 00 Policy Period: 03/01/2023 - 03/01/2024	Stop Gap Liability	Bodily Injury by Accident: \$ 2,000,000 Each Accident Bodily Injury by Disease: \$ 2,000,000 Each Employee \$ 2,000,000 Aggregate



CARRIER, POLICY NUMBER & PERIOD	TYPE OF POLICY	APPLICABLE LIMITS OR AMOUNT OF INSURANCE
(h) Carrier: Policy Number: Policy Period:	Sexual Misconduct Or Sexual Molestation	\$ Each Occurrence/Claim \$ Aggregate Retroactive Date:
(i) Carrier: Policy Number: Policy Period:	Foreign – General Liability	\$ Each Occurrence/Claim \$ General Aggregate Retroactive Date:
(j) Carrier: Policy Number: Policy Period:	Foreign - Auto	\$ Combined Single Limit
(k) Carrier: Policy Number: Policy Period:	Foreign – Employers Liability	Bodily Injury by Accident: \$ Each Accident Bodily Injury by Disease: \$ Each Employee \$ Aggregate
(l) Carrier: Policy Number: Policy Period:	Foreign – Employee Benefits Liability	\$ Each Employee \$ Aggregate Retroactive date:
(m) Carrier: Policy Number: Policy Period:	Other	\$ Each Occurrence/Claim \$ Aggregate Retroactive Date:

Countersigned By: _____

Date: _____

Authorized Representative of the Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

SCHEDULE

Insurance is provided with respect to those coverages for which a specific premium charge is shown:

Coverages	Premiums
Hired Auto Liability	\$ INCL
Non-owned Auto Liability	\$ INCL

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement:**

Hired Auto Liability

If a specific premium charge is shown in the **SCHEDULE** above, coverage is extended to apply to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.

Non-owned Auto Liability

If a specific premium charge is shown in the **SCHEDULE** above, coverage is extended to apply to “bodily injury” or “property damage” arising out of the use of a “non-owned auto” by any person in the course of your business.

- B. For the purpose of coverage provided by this endorsement only, all exclusions are deleted with the exception of the following:

- With respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, a. Expected Or Intended Injury, d. Workers' Compensation And Similar Laws, f. Pollution, i. War, and o. Personal And Advertising Injury;** and
- With respect to the **SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT,**

SECTION IV – EXCLUSIONS, B. Nuclear Energy Liability.

- C. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2 Exclusions:**

Contractual Liability

“Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- That the insured would have in the absence of the contract or agreement; or
- Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement.

Employer’s Liability

“Bodily injury to:

- An “employee” of the insured arising out of and in the course of:
 - Employment by the insured; or
 - Performing duties related to the conduct of the insured's business; or
- The spouse, child, parent, or sibling of that “employee” as a consequence of paragraph (1)(a) and (1)(b) above.
- This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.
- (4) This exclusion does not apply to:
- (a) Liability assumed by the insured under an "insured contract"; or
 - (b) "Bodily injury" arising out of and in the course of "domestic service employment" by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

Damage to Property

"Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.
- D. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION II – WHO IS AN INSURED** is replaced by the following:

SECTION II – WHO IS AN INSURED

- 1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You;
 - b. Any other person using a "hired auto" with your permission;
 - c. With respect to a "non-owned auto":
 - (1) Any volunteer, partner, member, "executive officer" or trustee of yours; or
 - (2) Any "employee" of yours; but only while such "non-owned auto" is being used in your business.
 - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs a., b. or c. above.
- 2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment, or to the spouse, child, parent, or sibling of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who

must pay damages because of the injury;

- b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; and/or
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

- E. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is replaced by the following:

4. Other Insurance

For the coverage afforded, this insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

- F. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following is added to **SECTION V – DEFINITIONS, 9. "Insured contract"**:
- A contract or agreement entered into, as part of your business, pertaining to the rental or lease by you or any of your "employees" of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- G. For the purpose of coverage provided by this endorsement only, with respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following is added to **SECTION V – DEFINITIONS**:
- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
 - 2. "Domestic service employment" means services of a household nature performed by an employee in or about a private home

(permanent or temporary). "Domestic service employment" does not include home health aides and personal care aides if the employer for such services is outside the private home.

3. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.

4. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY NUMBER: Z22 J332881 00

COMMERCIAL GENERAL LIABILITY
CG 04 35 12 07**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EMPLOYEE BENEFITS LIABILITY COVERAGE****THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$2,000,000 each employee	\$1,000	INCL
	\$2,000,000 aggregate		
Retroactive Date:	03/01/2023		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. The following is added to Section I – Coverages:**COVERAGE – EMPLOYEE BENEFITS LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or

- (2) When we make settlement in accordance with Paragraph **a.** above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages **A** and **B** are replaced by Supplementary Payments – Coverages **A**, **B** and **Employee Benefits Liability**.

2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs **2.** and **3.** of **Section II – Who Is An Insured** are replaced by the following:

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

- E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Commercial General Liability Conditions** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and

- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

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

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Schedule of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.
2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

POLICY NUMBER: Z22 J332881 00

COMMERCIAL GENERAL LIABILITY
CG 04 42 11 03**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****STOP GAP – EMPLOYERS LIABILITY COVERAGE
ENDORSEMENT – WASHINGTON**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance		
Bodily Injury By Accident	\$2,000,000	Each Accident
Bodily Injury By Disease	\$2,000,000	Aggregate Limit
Bodily Injury By Disease	\$2,000,000	Each Employee

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to Section I – Coverages:**COVERAGE – STOP GAP – EMPLOYERS
LIABILITY****1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

(b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

(a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

(b) Care and loss of services; and

(c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

(1) Deprived of common law defenses; or

(2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

(1) Knowingly employed by you in violation of any law as to age; or

(2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

(1) The Federal Employer's Liability Act (45 USC Section 51-60);

(2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

- B. The Supplementary Payments** provisions apply to Coverage – Stop Gap Employers Liability as well as to Coverages **A** and **B**.

- C. For the purposes of this endorsement, Section II – Who Is An Insured**, is replaced by the following:

If you are designated in the Declarations as:

- 1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- 3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- 4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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

- D. For the purposes of this endorsement, Section III – Limits Of Insurance**, is replaced by the following:

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
- 3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
- 4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- E. For the purposes of this endorsement, Condition **2. – Duties In The Event Of Occurrence, Claim Or Suit** of the Conditions Section IV is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
 - (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

- F. For the purposes of this endorsement, Paragraph **4. of the Definitions** Section is replaced by the following:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

- G. The following are added to the **Definitions** Section:

- 1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.
- 2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
- 3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

- H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

SCHEDULE

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

SCHEDULE

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: Z22J332881

COMMERCIAL GENERAL LIABILITY
CG 26 78 12 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WASHINGTON – LIMITED FUNGI OR BACTERIA
COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Fungi And Bacteria Liability Aggregate Limit	\$50,000
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- A.** The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- "Personal and advertising injury" arising out of a "fungi or bacteria incident".
 - Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- B.** Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "fungi or bacteria incident", is subject to the Fungi and Bacteria Liability Aggregate Limit as described in Paragraph C. of this endorsement. This Provision B. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- C.** The following are added to **Section III – Limits Of Insurance:**
- Subject to Paragraphs 2. and 3. of Section III – Limits Of Insurance, as applicable, the Fungi and Bacteria Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C for Medical Payments arising out of one or more "fungi or bacteria incidents". This provision C.1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- 2.** Paragraphs 5., the Each Occurrence Limit, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of Section III – Limits Of Insurance continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident" but only if, and to the extent that, limits are available under the Fungi and Bacteria Liability Aggregate Limit.
- D.** The following definitions are added to the **Definitions** Section:
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
 - "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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SECTION I – ADDITIONAL INSURED PROVISIONS

A. Automatic Additional Insured Provisions Including Primary and Non-contributory:

- 1. SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization described in paragraphs **4.a** through **4.g.** below, whom you agree to add as an Additional Insured.
- 2.** However, the insurance afforded to such Additional Insured described below:
 - a.** Only applies to the extent permitted by law.
 - b.** Will not be broader than the insurance which you are required by the written contract, agreement or permit, if any, to provide for such additional insured.
 - c.** Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by an applicable written contract, agreement or permit.
 - d.** Will not be broader than coverage provided to any other insured.

- e.** Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- f.** Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- 3.** The most we will pay on behalf of the Additional Insured for a covered claim is the lesser of the amount of insurance:
 - a.** Required by the applicable written contract, agreement or permit, if any; or
 - b.** Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to the policy.
- 4. Additional Insureds**
The following persons or organizations qualify as additional insureds under this endorsement:

The following is added to **SECTION II – WHO IS AN INSURED**:

a. Broad Form Vendors

- (1) Any person or organization that is a vendor with whom you agreed in a written contract or agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

- (2) With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a

container, part or ingredient of any other thing or substance by or for the vendor;

- (h) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained within the exclusion in paragraphs (d) or (f) above; or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (i) “Bodily injury” or “property damage” arising out of an “occurrence” that took place before you have signed the contract or agreement with the vendor.

- (j) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Co-owner of Insured Premises

Any person or organization who is a co-owner of premises described in the declarations. Such person(s) or organization(s) is an insured only with respect to their liability as co-owner of the co-owned premises.

c. Controlling Interest

Any person or organization that has a majority controlling interest in you, but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Mortgagee, Assignee, or Receiver

Any mortgagee, assignee or receiver, but only with respect to their liability as

mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Grantor of Franchise

Any person or organization who is a grantor of a franchise to you, but only with respect to their liability as grantor of a franchise to you.

f. Lessor of Leased Equipment

Any person or organization from whom you lease equipment is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured does not apply to any "occurrence" that takes place after the equipment lease expires.

g. Manager or Lessor of Premises

Any person or organization from whom you lease premises is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

However, this provision does not apply to:

- (1) Any "occurrence" that takes place after you cease to be a tenant in the premises.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional insured(s).

B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory

1. Any person or organization who does not qualify as an Additional Insured in **A. Automatic Additional Insured Provisions Including Primary and Non-contributory, 4. Additional Insureds**, paragraphs a. through g. above with whom you agreed in a written contract, agreement or permit to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or

the acts or omissions of those acting on your behalf, but only with respect to:

- a. Premises you own, rent, lease or occupy;
 - b. Your ongoing operations for the additional insured(s) designated in the written contract, agreement or permit;
 - c. "Your work" included in the "products-completed operations hazard", but only if:
 - (1) The written contract, agreement or permit requires you to provide such coverage to the additional insured; and
 - (2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
2. The insurance afforded to such additional insured described above:
- a. Only applies to the extent permitted by law.
 - b. Will not be broader than the insurance which you are required by the written contract, agreement or permit to provide for such additional insured.
 - c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by the written contract, agreement or permit.
 - d. Does not apply if the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.
 - e. Will not be broader than coverage provided to any other insured.
 - f. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
 - g. Does not apply unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - h. Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - i. Does not apply to any lessor of equipment after the equipment lease expires.
 - j. Does not apply to any:
 - (1) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense

is committed after the lease for the land expires; or

(2) Managers or lessors of premises if:

(a) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(b) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

k. Does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the written contract, agreement or permit described in **B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory**, paragraph 1. or
2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION II – COVERAGE EXTENSIONS

A. Supplementary Payments Extension

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, paragraph 1. is replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.

- b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. 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.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limits of Insurance.

B. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

C. Broad Form – Property Damage Legal Liability

The following is added to **SECTION III - LIMITS OF INSURANCE**, Paragraph 6.

The Damages to Premises Rented to You Limit shown on the Declarations will apply to a claim because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily

occupied by you with permission of the owner. If the General Aggregate Limit shown on the Declarations is less than \$1,000,000, for the purpose of the Damages To Premises Rented to You coverage only, the General Aggregate Limit will be equal to the Damage to Premises Rented to You Limit shown on the Declarations. The Damage to Premises Rented to You Limit does not and should not be construed to increase the General Aggregate Limit except as provided in the limited circumstance described in this paragraph.

D. Broad Form Property Damage – Borrowed Equipment, Customers’ Goods, Use of Elevators

1. The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property**:

Paragraph (4) does not apply to “property damage” to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to “property damage” to “customers’ goods” while on your premises.

Paragraphs (3), (4) and (6) do not apply to the use of elevators.

2. For the purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:
 1. “Customers’ goods” means property of your customer(s) on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.
3. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

E. Incidental Malpractice – Employed Nurses, EMT’s and Paramedics

With respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE** form, **SECTION II – WHO IS AN INSURED**, paragraph 2.a.(1)(d) and with respect to the **SMALL COMMERCIAL LIABILITY COMPANION** endorsement, **SECTION IV – EXCLUSIONS, A. Professional Services** do not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

F. Personal and Advertising Injury – Broad Form

1. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, e. Contractual Liability** is deleted.

2. **SECTION V – DEFINITIONS, 14. “Personal and advertising injury”**, paragraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

3. The following is added to **SECTION V – DEFINITIONS, 14. “Personal and advertising injury”**:

“Discrimination” (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such “discrimination” is:

- (1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

- (2) Not directly or indirectly related to an “employee”, nor to the employment, prospective employment or termination of any person or persons by an insured.

4. For purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

1. “Discrimination” means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. “Discrimination” does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

5. This coverage does not apply if liability coverage for “personal and advertising injury” is excluded either by the provisions of the Coverage Form or any endorsement thereto.

G. Product Recall Expense

1. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, n. Recall of Products, Work or Impaired Property** is replaced by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection,

repair, replacement, adjustment, removal or disposal of:

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

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product" if the "covered recall" was initiated during the policy period.

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

- (4) Failure of any products to accomplish their intended purpose;
- (5) Breach of warranties of fitness, quality, durability or performance;
- (6) Loss of customer approval, or any cost incurred to regain customer approval;
- (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (8) Caprice or whim of the insured;
- (9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or
- (11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

2. The following is added to **SECTION II – WHO IS AN INSURED**, paragraph 3.b.:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

3. The following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn or recalled.

- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that

case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

4. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

You must see to it that the following are done in the event of an actual or anticipated “covered recall” that may result in “product recall expense”:

- (1) Give us prompt notice of any discovery or notification that “your product” must be withdrawn or recalled. Include a description of “your product” and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

5. For the purpose of this endorsement, the following definitions are added to SECTION V – DEFINITIONS:

1. “Covered recall” means a recall or withdrawal made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in “your product” has resulted or is reasonably expected to result in “bodily injury” or “property damage”.
2. “Product recall expense(s)” means:
 - a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular “employees” for necessary overtime;
 - (4) Hiring additional persons, other than your regular “employees”;
 - (5) Expenses incurred by “employees” including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of “your product”, but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid “bodily injury” or “property damage” as a result of such disposal,

you incur exclusively for the purpose of recalling “your product”; and

b. Your lost profit resulting from such “covered recall”.

6. This Product Recall Expense Coverage does not apply:

- a. If the “products – completed operations hazard” is excluded from coverage under this Coverage Part including any endorsement thereto; or
- b. To “product recall expense” arising out of any of “your products” that are otherwise excluded from coverage under this Coverage Part including endorsements.

H. Who is an Insured Amended

1. SECTION II – WHO IS AN INSURED, paragraph 2.a.(1)(d) is replaced by the following:

(d) Arising out of his or her providing or failing to provide professional services.

2. Insured Employee Extension

The following is added to **SECTION II – WHO IS AN INSURED**, paragraph 2.a.(1)(a):

With respect to “bodily injury” only, the limitations above do not apply to your “employees” as insureds with respect to damages caused by cardiopulmonary resuscitation or first aid services administered by such an “employee”.

3. Who is an Insured – Subsidiaries

The following is added to **SECTION II – WHO IS AN INSURED**:

Subsidiaries

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- c. Before you maintained an ownership interest or more than 50% in such subsidiary; or
- d. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

4. Newly Acquired or Formed Organizations – 180 Days

SECTION II – WHO IS AN INSURED, paragraph **3.a.** is replaced by the following:

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

I. Limits of Insurance Amended

General Aggregate Limits of Insurance Per Location

The following is added to **SECTION III – LIMITS OF INSURANCE**:

The General Aggregate Limits of Insurance apply separately to each of your "locations" owned by or rented to you. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

J. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **8. Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract, agreement or permit to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

K. Unintentional Failure to Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, **6. Representations** is replaced by the following:

6. Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards

existing as of the inception date of the policy provided such failure is not intentional.

L. Unintentional Failure to Notify/Knowledge of an Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph **a.**:

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Coverage Part.

Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" of the insured knows about such "occurrence" or offense. Failure of an agent or "employee" of the insured, other than an "executive officer" of the insured, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.

M. Medical Payments – Three Years to Report

SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, **1. Insuring Agreement**, paragraph **a.(3)(b)** is replaced by the following:

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

SECTION III – ADDITIONAL CONDITIONS

The following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

A. Liberalization

If, within 45 days prior to or during the policy period, we adopt any revision that would broaden the coverage under this policy without additional premium, the broadened coverage will immediately apply to this policy.

B. Concealment, Misrepresentation or Fraud

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

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

C. Insurance Under Two or More Coverages

It is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

SECTION IV – EXCLUSIONS

A. The following are added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY, 2. Exclusions:

Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraphs (1) or (2) above.

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software including systems and applications software), on hard or floppy disks, CD-

ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

Aircraft Products, Grounding and Testing

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - (a) "Aircraft products" or reliance upon any representation or warranty made with such product;
 - (b) The "grounding" of any aircraft; or
 - (c) The "testing" of any aircraft.
- (2) For purposes of this Exclusion, the following definitions apply:
 - (a) "Aircraft Products" means:
 - (i) Aircraft, including but not limited to missiles, spacecraft, or any other aircraft goods or products you manufacture, sell, handle or distribute;
 - (ii) Aircraft and any ground support or control equipment used in connection therewith;
 - (iii) Any product provided by the insured and installed or used in connection with any aircraft;
 - (iv) Any tooling used in respect to any aircraft;
 - (v) Training and navigational aids, instructions, manuals, blueprints, engineering or other data in connection with any aircraft;
 - (vi) Any advice, service or labor supplied with any aircraft; or
 - (vii) Services you or others trading under your name provide or recommend for use in the manufacture, repair, operation, maintenance or use of any aircraft.
 - (b) "Grounding" means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, due to the existence of or alleged or suspected existence of any defect, fault or condition:
 - (i) In such aircraft or any part sold, handled or distributed by you or that is manufactured, assembled or

processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings; or

- (ii) With tools, machinery or other equipment furnished to such persons or organizations by you;

whether such withdrawn aircraft are owned or operated by the same or different persons or organizations.

"Grounding" shall be deemed to commence on the date of an "occurrence" which discloses the necessity of "grounding" or on the date an aircraft is first withdrawn from service because of such condition, whichever comes first.

- (c) "Testing" means examination, observation, evaluation or measuring of the performance of "aircraft products", while either in the air or on the ground.

Professional Services

"Bodily injury", "property damage", or "personal and advertising injury" caused by the rendering of or failure to render any professional service, advice or instruction:

- (1) By any insured; or
- (2) On behalf of any insured; or
- (3) From whom any insured assumed liability by reason of a contract or agreement,

regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

Professional services include but are not limited to:

- (4) Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stockbroker, publishing, architects or insurance services;
- (5) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (6) Supervisory, inspection or engineering services;
- (7) Any medical, surgical, dental, x-ray, nursing, health or therapeutic services, treatment, advice or instruction including, but not limited to, the prescribing, furnishing or dispensing of drugs;
- (8) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including body piercing services or use or exposure to any sun lamp, tanning booth or other similar appliance;

- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (10) Services in the practice of pharmacy;

- (11) Management, Human Resource, Testing, Media or Public Relations consulting services.

This exclusion applies even if a claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

Unmanned Aircraft

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading and unloading".

This paragraph applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This paragraph does not apply to:

- (a) The use of another's advertising idea in your "advertisement"; or
- (b) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- (2) For purposes of this endorsement, the following is added to **SECTION V – DEFINITIONS**:

"Unmanned aircraft" means an aircraft that is not:

- (a) Designed;
- (b) Manufactured; or
- (c) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

- B. The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, 2. Exclusions**:

Nuclear Energy Liability

(1) "Bodily injury" or "property damage":

(a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(ii) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) Under **COVERAGE C – MEDICAL PAYMENTS**, expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

(3) "Bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:

(a) The "nuclear material":

(i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(ii) Has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or

Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

(4) As used in this exclusion:

(a) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(b) "Hazardous properties" include radioactive, toxic or explosive properties;

(c) "Nuclear facility" means:

(i) Any "nuclear reactor";

(ii) Any equipment or device designed or used for:

1) Separating the isotopes of uranium or plutonium;

2) Processing or utilizing "spent fuel"; or

3) Handling, processing or packaging "waste";

(iii) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(iv) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(d) "Nuclear material" means "source material", "special nuclear material" or "by-product material";

(e) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

(f) "Property damage" includes all forms of radioactive contamination of property.

(g) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(h) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

- (i) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- (j) "Waste" means any waste material:
 - (i) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - (ii) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs (i) and (ii) of the definition of "nuclear facility".

C. Amended Exclusion With Coverage Extension

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft is replaced by the following:

g. Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

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

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

This paragraph **g.** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
 - (i) Less than 51 feet long; and
 - (ii) Not being used to carry persons or property for a charge;
- (c) 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;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance

or use of aircraft (other than "unmanned-aircraft") or watercraft; or

- (e) "Bodily injury" or "property damage" arising out of:

- (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

- (ii) The operation of any of the following machinery or equipment:

- 1) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 2) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

- (f) An aircraft (other than "unmanned aircraft") that is:

- (i) Chartered by, loaned to, or hired by you with a paid crew; and
- (ii) Not owned by any insured.

SECTION V – AMENDED DEFINITIONS

A. SECTION V – DEFINITIONS, 3. "Bodily injury", 16. "Products – completed operations hazard", and 17. "Property damage" are replaced by the following:

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

- 16. "Products – completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if

your contract calls for work at more than one job site.

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

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

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or

unloading" of that vehicle by any insured; or

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

17. "Property damage" means:

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

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

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

December 15, 2023

VIA U.S. MAIL AND EMAIL
GStoyka@co.whatcom.wa.us



Gary Stoyka
Natural Resources Program Manager
Whatcom County Public Works
322 N. Commercial Street, Suite 110
Bellingham, WA 98225

RE: *Conflict Waiver*
Nooksack River Adjudication (WRIA 1)

Dear Gary,

Whatcom County has asked Cascadia Law Group to represent it regarding water right matters in preparation for and in Ecology's anticipated general stream adjudication of surface and groundwater in WRIA 1 and the Nooksack River system (the "Nooksack Adjudication"). As we have discussed, to facilitate this engagement, Cascadia Law Group is requesting a waiver with respect to other clients Cascadia Law Group currently represents or has been asked to represent in the Nooksack Adjudication. Specifically, other attorneys in our firm are representing the City of Ferndale, the Sandy Point Improvement Company, and David Syre (and potentially affiliated companies), which includes representing their interests in the adjudication (collectively referred to herein as "Other Clients").

While we do not presently anticipate any direct or actual adversity, given that the Other Clients may also be participants in the Nooksack Adjudication, and as the Nooksack Adjudication is expected to be a general stream adjudication of all water rights and various entities may have competing interests, Cascadia Law Group is requesting this waiver. We do not believe that representation of the Other Clients will in any way materially limit or impact our ability to provide competent and diligent representation to Whatcom County. Cascadia Law Group's representation will not and, pursuant to the Rules of Professional Conduct, may not involve the assertion of a claim by one client against another client. At this time, as we anticipate the Nooksack Adjudication will be general stream adjudication of surface and groundwater filed by the Department of Ecology, we do not anticipate any claims being asserted or likely to be asserted by either Whatcom County against the Other Clients, or by the Other Clients against Whatcom County in the Nooksack Adjudication. Your signature below will confirm that Whatcom County agrees to waive any conflicts of interest based on Cascadia Law Group's work for the Other Clients in the Nooksack Adjudication. We have requested and received confirmation that Other Clients will also agree to waive any conflict of interest based on our representation of Whatcom County in the Nooksack Adjudication.

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Stoyka, Gary
Whatcom County
December 15, 2023
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In addition to the above, Cascadia Law Group represents other existing clients generally situated in or with interests in the general vicinity of WRIA 1 and the Nooksack River system on unrelated matters, including the City of Bellingham, the Washington Water Trust, and the Washington Dairy Federation. At this time, we have not been engaged to represent these clients in the Nooksack Adjudication. However, one or more of these clients may be participants in or have interests related to the Nooksack Adjudication. Your signature below will confirm that Whatcom County agrees to waive any conflicts of interest based on Cascadia Law Group's existing work for these other clients on unrelated matters.

Finally, out of an abundance of caution, Cascadia Law Group will create an ethical wall to facilitate avoidance of any potential conflicts such that Cascadia Law Group attorneys working with Whatcom County on the Nooksack Adjudication will be screened from matters involving the City of Ferndale and David Syre on Nooksack Adjudication matters, and Cascadia Law Group attorneys working with the City of Ferndale and David Syre on Nooksack Adjudication matters, will be screened from the representation of Whatcom County in the above-referenced adjudication.

Sincerely,



Joseph A. Rehberger
Direct Line: (360) 951-7810
Email: jrehberger@cascadialaw.com
Office: Olympia

APPROVED AND AGREED TO:

WHATCOM COUNTY

1/30/2024

Date

By

DocuSigned by:

Eric Kidney

DS00470331674BA...

Name

Title