

## **AGREEMENT FOR HUMAN SERVICES**

**THIS AGREEMENT FOR HUMAN SERVICES** (“Agreement”) is entered into as of the date written below between the City of Bainbridge Island, a Washington State municipal corporation (“City”), and Bainbridge Island Special Needs Foundation, a Washington State nonprofit corporation (“Service Provider”).

**WHEREAS**, the City desires to assist the Service Provider by providing funds for general operating support in the City of Bainbridge Island; and

**WHEREAS**, the Service Provider has the expertise and experience to provide such services and is willing to do so in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Service Provider as follows:

### **1. SERVICES BY SERVICE PROVIDER**

The Service Provider shall provide the services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Service Provider shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The scope of services set forth in **Attachment A** shall also include a project budget for the services to be performed for the City under this Agreement.

The Service Provider, in its activities and promotional materials, shall acknowledge financial support from the City related to the work and services funded by this Agreement.

### **2. TERM AND TERMINATION OF AGREEMENT**

A. This Agreement shall become effective upon execution by both parties and shall continue in full force until December 31, 2020, unless sooner terminated by either party as provided below. The terms of this Agreement shall cover activities performed by the Service Provider between January 1, 2019 through December 31, 2020.

B. This Agreement may be terminated by either party without cause upon thirty (30) days’ written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Service Provider pursuant to this Agreement shall be submitted to the City, and the Service Provider shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

### 3. PAYMENT

A. The City shall pay the Service Provider Thirty Thousand Dollars (\$30,000.00) for all services performed under this Agreement, to be billed quarterly. The Service Provider shall execute this Agreement by March 31, 2019, in order to receive funding for 2019-2020.

B. The Service Provider shall submit, in a format acceptable to the City, quarterly invoices for services performed in a previous quarter. Quarterly invoices shall be accompanied by information as described in Section 4. The Service Provider shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Service Provider.

D. If the services rendered do not meet the requirements of this Agreement, the Service Provider shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

### 4. REPORT ON EXECUTION OF SERVICES

A. The Service Provider shall submit a quarterly report to accompany each quarterly invoice for the first, second, and third quarters of each calendar year. The quarterly report shall provide information on the number of clients served in the quarter and the percent of clients served who were Bainbridge Island residents.

B. Information for the fourth quarter shall be provided within an annual report. The Service Provider shall submit an annual report prior to or accompanying its fourth quarter invoice for each calendar year. For 2019 activities, the annual report will be due on January 17, 2020. For 2020 activities, the annual report will be due on January 15, 2021. In each annual report, the Service Provider shall:

1. Summarize the activities undertaken in providing the scope of services described in **Attachment A**.
2. Reference the project objectives identified in **Attachment A**. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
3. Reference the specific measurable results identified in **Attachment A**. Were they achieved? If not, what challenges prevented the achievement of the anticipated results? How many Bainbridge Island residents were served? Are the conditions for those residents generally improving or worsening?
4. Describe the involvement of any partners identified in **Attachment A**, as well as any unexpected cooperative relationships that developed through implementation of the project. Did the City funding help the Service Provider attract additional funding or other types of support?
5. Reference the project budget specified in **Attachment A**. Provide an analysis of actual expenses and income in relation to the projected budget.

6. Provide a short description of how the City funding has helped the Service Provider or helped the community, including any quotes or stories related to this support.
7. Provide recommendations, if any, that the Service Provider may have regarding future funding cycles.

## **5. INSPECTION AND AUDIT**

- A. The Service Provider shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement (“books and records”) in accordance with generally accepted accounting practices.
- B. All books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Service Provider shall afford the proper facilities for such inspection and audit.
- C. Representatives of the City and/or the Washington State Auditor may copy any books and records if necessary to conduct or document an audit.
- D. The Service Provider shall preserve and make available all books and records for a period of three (3) years after final payment under this Agreement.
- E. In the event any audit or inspection identifies any discrepancy in the books and records, the Service Provider shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## **6. INDEPENDENT CONTRACTOR**

- A. The Service Provider and the City understand and expressly agree that the Service Provider is an independent contractor in the performance of each and every part of this Agreement. The Service Provider expressly represents, warrants, and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Service Provider, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Service Provider shall make no claim of City employment nor shall the Service Provider claim any related employment benefits, social security, and/or retirement benefits.
- B. The Service Provider shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Service Provider shall pay the same before it becomes due.
- C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Service Provider performs hereunder.

D. The Service Provider shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

## **7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

A. The Service Provider agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Service Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 7 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

## **8. OWNERSHIP OF WORK PRODUCT**

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

## **9. GENERAL ADMINISTRATION AND MANAGEMENT**

The City Manager of the City, or their designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this Agreement.

## **10. HOLD HARMLESS AND INDEMNIFICATION**

A. The Service Provider shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorneys' fees, arising out of or resulting from the acts, errors, or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Service Provider's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

## 11. INSURANCE

The Service Provider shall maintain insurance as follows and as further described in **Attachment B**:

- Commercial General Liability as described in **Attachment B**.
- Directors and Officers Liability as described in **Attachment B**.
- Automobile Liability as described in **Attachment B**.
- Workers' Compensation as described in **Attachment B**.
- None.

## 12. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Service Provider to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Service Provider as stated herein.

## 13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with **Attachments A and B**, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

**14. SEVERABILITY**

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**15. FAIR MEANING**

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**16. NONWAIVER**

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**17. NOTICES**

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:	City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, WA 98110 Attention: City Manager
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To the Service Provider:	Bainbridge Island Special Needs Foundation P.O. Box 10919 Bainbridge Island, WA 98110 Attention: Linda Purdom
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or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**18. SURVIVAL**

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

**19. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**20. VENUE**

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

**21. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the later of the signature dates included below.

BAINBRIDGE ISLAND SPECIAL NEEDS  
FOUNDATION

CITY OF BAINBRIDGE ISLAND

Date: March 11, 2019

Date: March 11, 2019



By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Linda Purdom

Morgan Smith, City Manager

Title: President, BISNF

Tax I.D. #: 91-2018299

**ATTACHMENT A**  
**SCOPE OF SERVICES**





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**CITY OF BAINBRIDGE ISLAND**  
**2019-2020 HUMAN SERVICES FUNDING**  
**Proposal Narrative**

**I. STATEMENT OF PURPOSE**

Bainbridge Island Special Needs Foundation (BISNF) serves adults with intellectual and developmental disabilities by providing an affordable respite day program with structured activities that integrate these individuals into the community. These individuals typically have received needed support and services while in the public school system. Upon turning age 21 the support stops yet the need continues.

Since its establishment in 2002, BISNF's purpose has been to enhance the quality of life of our participants through a variety of activities and social interactions that help them find meaning in their lives. Our programs foster skills that allow them to integrate into the community.

Another important purpose of our program is to provide respite for families and caregivers. In recognition of the families' needs, we are now a Washington State Respite Agency. In the 2016 BI Community Needs Assessment Report, it was reported under the Key Informants section that "people with disabilities are left out. It's near impossible for them to live here." Our most important purpose is to not allow people with disabilities to be left out. Another statement that was brought up in the Community Needs Assessment Report was that "Every person deserves a place in their community." With COBI's support we have provided an organization that enhances the lives of very special individuals who need that extra support so they can experience being an integral part of their community.



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## II. PROPOSAL SUMMARY

1. What program or services will the requested funds provide and who will be the primary recipients?
  - COBI funds will be used for our general operating fund, allowing BISNF to continue with our 8:30 to 3:30, Monday to Friday program. Our participants are adults with intellectual or developmental disabilities, ages eighteen to early seventies. These individuals are unable to live independently; most of them live in group homes or with family members. They typically attend one to five days a week. In an indirect way, their family members are also recipients of these funds, as the program offers a service to them.
2. How will recipients access those services?
  - Over the years, we have used a variety of venues to create and maintain community awareness of our program. We advertise in the Bainbridge Island Chamber of Commerce brochure, we are listed in the Kitsap County Resource booklet for Disability Services, we use social media (e.g., Facebook and Instagram), and we maintain our own website (currently being overhauled). Over the past years we have hosted a booth at the Bainbridge Grand Old 4th of July, at the Battle Point Park Bluegrass Festival and the Bainbridge Island Police sponsored National Night Out. We also participate in the transitional meetings that the Bainbridge School District provides to parents of special education students as they age out of the special education program.
  - Our program facility at Stephens House on Winslow Way has provided visibility and access to the Bainbridge Island community.
  - The majority of our participants use Kitsap Access as transportation to and from the program. We have a 10-passenger van through a special program with Kitsap County Transit Vanlink that allows our staff to plan activities at off-site venues.
3. What percentage of the population of Bainbridge Island residents who are eligible for these services will be served by this program?
  - The individuals we serve typically come from the 1% of students on Bainbridge Island that receive special education services. With almost 4,000 students served by the Bainbridge Island School District, there are approximately 40 individuals that would eventually be eligible for our program. The Adult Living Program offered by BISD



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special education services graduates between 2-8 individuals each year who have reached the age of 21.

4. How many (or what percentage) of those served overall will be Bainbridge Island residents?
  - BISNF was originally established with 100% of those served being Bainbridge Island residents but we now welcome participants from all of Kitsap County. BI residents have always been at least 50% of our participants and are typically 50%-70% of the participants.
5. Describe how this request fits within the definition of Human Services as provided in the Human Services Element of the City's Comprehensive Plan:
  - Social and communication skills are enhanced through the many activities our members participate in on Bainbridge, in greater Kitsap County, and in Seattle. At Stephens House our participants routinely make their own lunches and participants in shopping, planning meals, and cleaning up. Learning and maintaining self-help skills that are crucial for increasing independence at home or in a group home setting, such as vacuuming, loading a dishwasher and emptying the trash, are also important parts of our life skills program.
  - While our participants are adults, their social/emotional development is markedly below chronological age levels. One of the best ways to promote emotional stability is to provide an ongoing context where an individual feels safe and valued and can achieve success in participating in social interactions and completing ongoing tasks. Thus, a primary goal of the staff of BISNF is to support successful participation in activities and scaffold positive social interactions for participants. When conflicts arise, staff intervenes to help individuals make better choices and resolve conflicts in a positive way. They help participants improve their ability to express themselves appropriately. Our staff works closely with families and caregivers to align program offerings with individual participant needs.
  - In the Community Needs Assessment (CNA), it is mentioned throughout about community awareness of services as well as individuals who are more vulnerable and isolated. That is a huge part of why we are doing what are doing with our participants. Not only does BISNF provide an environment where there are opportunities to provide



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- friendships between the participants, we also strive to interact with the community, so we can keep raising the awareness and break down barriers to full inclusion for our participants. Trips to Town and Country, post office, Chase Bank, our many restaurants, movies, just to name a few places helps bridge that awareness and give our participants the opportunity for full participation in community activities. We work hard to fight the social isolation many who are marginalized feel as mentioned in the CNA.
6. Describe how this funding will foster improvement in the range and quality of health, housing and/or human services on Bainbridge Island.
    - The full day service that BISNF offers is not duplicated by any other agency on Bainbridge. Providing support for adults with intellectual and/or developmental disabilities is an important responsibility for a caring community and contributes to the quality of life in that community.
    - Participants are expected to be actively involved in daily activities at Stephens House (e.g., gardening, shopping for lunch items, setting the table, cooking and cleaning up) while staff provide the degree of support that each individual requires to participate in these activities successfully. These are opportunities that also encourage accepting responsibility and following directions while participating in the daily routines of living. Some participants have part-time jobs on Bainbridge, so our activities focus on the skills they need to be successful.
    - Mesolini glass has partnered with us and our participants who created beautiful glass self-portraits. They were featured at Seattle Art Museum as well as Bainbridge Performing Arts Center. It was an amazing learning and partnering experience for BISNF.
  7. If other community partners have an essential role in the delivery of proposed program or services, briefly describe their role and commitment (financial and/or non-financial).
    - In 2017 we also received a significant gift from an individual with the stipulation that the Board use it to enhance the program. Our members are presently enthusiastically attending and being coached at CrossFit Bainbridge. The owner plans to share her experience working with this population with other CrossFit centers.



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- This past year we have joined an alliance with BI Arts and Crafts. They have sent over an art docent and have worked with our members on certain art projects. Those connections with our community are invaluable for our members; they get an opportunity to develop new skills and a chance to show the community their artistic side
- In 2017, we received a grant from BCF for earthquake preparedness supplies. Since we decided to stockpile “real food” that would be familiar to our members, we have to rotate the food supply. One lunch a month is now a “Just In Case” meal, using the cereal and other food items with an early expiration date. In addition to “Just in Case” (earthquake) drills, members will routinely look through the totes storing their “Just in Case” item brought from home, selecting their “comfort item”.
- Our program facility at Stephens House on Winslow Way provides visibility and convenient access to the Bainbridge Island shops and parks.

### III. **ORGANIZATIONAL STRENGTH**

- Since 2002, BISNF has consistently offered a stable program, weathering substantial rent increases and occasional staff changes.
- Our strengths include attention to the individual's skills and needs and the interactions between our program and other community organizations as well as a Board that keeps these needs and assets at the forefront.
- We coordinate with Washington State Department of Social and Health Services (currently known as DDA) to insure qualifying families have affordable access to our program.
- Our Board members include an experienced Bainbridge Island School District special education teacher, a retired professor of Educational Policy from University of Washington, a doctoral level speech-language pathologist, a behavioral specialist, and a parent of a developmentally disabled son. All of these board members provide ongoing support to program staff.
- We have slowly built this program so that we can serve as many as we possibly can with the restraints of our physical space and having only 2 staff on site. We employ a

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- program director and an assistant who are competent, caring, compassionate and enthusiastic. They plan the day-to-day operations with an eye toward balancing active with more relaxing activities. When a potential conflict or stressful situation arises (some participants are easily agitated) they are quick to assess the situation and respond appropriately. They will use the expertise we have on our board as needed.
- We have a business executive who volunteers as our treasurer and provides detailed financial reports to help us manage our program cost effectively. Over 93% of our expenses are directly supporting the day program. Most of the administrative overhead expense is insurance cost. This enables us to keep our fees low so that families can afford to send their loved ones to a quality program: \$43 fee for a full day, \$25 fee for a half day.
  - Bainbridge Island is home to two organizations that serve individuals with intellectual or developmental disabilities: ITA and Stephens House. We differ in our complementary approaches, but the fact that we are able to coexist demonstrates the need within our community of services for these vulnerable and capable individuals. Although the numbers of individuals is small and is not included in the 2016 Bainbridge Island Community Needs Assessment Report, the fact that two independent organizations exist to meet the needs of this population could be a reflection of the need.



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**IV. DESIRED OUTPUTS, OUTCOMES & ASSESSMENT**

- Our goal is to provide adults with intellectual disabilities an affordable respite day program with structured activities that integrate these individuals into the community. pivotal outcome for participants is the ability to access and participate successfully in group and community activities.
- Monthly activity calendars (a sample calendar is included in the attachments) are distributed in advance, so families can select attendance days that best fit the individual’s interests and abilities. Activities include:
  - Fitness: including swimming, bowling, YMCA and BI CrossFit
  - Field trips to Seattle and throughout Kitsap County
  - Visiting parks on and off island
  - Attending movies and plays
  - Enjoying meals at restaurants
  - Art projects
  - Daily living activities at Stephens House that build on their independent skills.

• **OUTPUTS, OUTCOMES & ASSESSMENT**

<b>OUTPUTS AND OUTCOMES CHART</b>		
<b>Program Services</b>	<b>Annual Goal</b>	<b>Outcome</b>
Adult respite day program with structured activities	Affordable and meaningful community based and client focused activities	Measured as indicated in “Activities Summary” data report shown below and evaluated as outlined in Section VI

To facilitate measurements, we track activities and costs in detail on a monthly basis in a database. A sample data report follows:



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Bainbridge Island Special Needs Foundation  
Stephens House Activities Summary

January -December 2017			
	Quantity	Cost	Average Cost
Full Day	1,605	\$65,636	\$41
1/2 Day	257	\$6,261	\$24
Stephens House onsite lunch	784	\$5,488	\$7
Offsite Lunch	160	\$1,608	\$10
Bowling	26	\$132	\$5
Movie	52	\$462	\$9
CrossFit	27	\$270	\$10
YMCA	123	\$458	\$4
Swimming	175	\$613	\$4
Travel (Ferry)	21	\$168	\$8
Other Offsite Activity	44	\$528	\$12
<b>TOTAL</b>	<b>3,274</b>	<b>\$81,624</b>	<b>\$25</b>

Our data base allows us to 'drill down' to determine exactly what activities each client is engaging in and to determine the cost effectiveness of the activities.

V. **PROGRAM EVALUATION**

- Our evaluation takes place on 3 levels: weekly, monthly and annually.
- On a weekly basis, a board member meets with staff to discuss participant, program, or facility issues that may have come up. When new clients join the program or old clients leave we evaluate the transition. For new clients we discuss how they found us and what they are expecting from the program; for departing clients we make sure we know why they are leaving. Also, on a week-to-week basis, Board and staff members keep in touch with participants' families and caregivers.





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- On a monthly basis, our Board meets. Most of the meetings include a session with our Program Director to evaluate the prior month and the upcoming month or two: what worked, what didn't work, suggestions for improvements and new ideas are reviewed and evaluated.
- Finally, on an annual basis we dedicate one meeting to a formal evaluation of the program. Prior to that annual meeting, we send a survey to families and caregivers. Their input is the ultimate evaluation of what works and what doesn't and what changes are recommended.

VI. **BUDGET**

- Budget is included in the attached 2018 and 2019 Budget document.

AREA	TOTAL PROGRAM BUDGET 2019	COBI HSF REQUEST 2019	OTHER REVENUE SOURCES
Human Resources	<b>Budget detail is included in the attached 2019 and 2020 budgets.</b>	<b>We are requesting \$14,000 for 2019 and \$16,000 for 2020 to be applied to our overall operating expenses.</b>	<b>Other revenue is detailed in our attached 2019 and 2020 projected budgets.</b>
Facilities			
Equipment			
Travel / Training			
Insurance			
Operating Expenses			
Scholarships / Stipends			
Other			
Administrative Costs			
<b>TOTAL</b>	<b>\$130,975</b>	<b>\$14,000</b>	<b>\$112,200</b>

1. **What is the total of your agency's estimated budget for 2019?**
  - \$130,975
2. **What portion of your total agency budget does the Year 1 request represent?**
  - 11%



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**3. How have the services you are requested funding been paid in the past three years?**

Our funding sources over the last 3 years have been:

- Participant Program Fees 62%
- One Call for All 15%
- Public Support 4%
- COBI Funding 10%
- All Other Income 9%

**4. What other sources of funding are you seeking (or have you secured)?**

We expect our sources of funding to be consistent with those outlined in question #3.

**5. What are the consequences to your clientele, organization and/or the community if you do not receive these funds?**

Without COBI funding we would be significantly challenged to continue a program that is affordable. As we highlighted last year, a huge rent increase for our facility was in the works and we now know that rent increase is 48% plus annual escalations. Even with COBI funding we needed to increase our program fees by 10% in January 2017. Without COBI funding that increase would be 30%.

We estimate that 2/3 of our clientele are highly sensitive to any increase in program fees because they have limited financial means and/or are dependent on limited DSHS funding. Without COBI funding this 2/3 of our clientele would eliminate or significantly reduce participation in our program. COBI has been, and we hope will continue to be a critical part of our program.

BISNF-COBI 2019-2020 HSF Application

*amended post grant to reflect actual grant awards for 2019 and 2020*

**Bainbridge Island Special Needs Foundation**

	2019 Budget		2020 Draft Budget
<b>Income</b>			
Grants	6,000		6,000
Public Support	3,000		3,000
One Call for All	17,000		17,500
<b>COBI Contract*</b>	<b>14,000</b>	11%	<b>16,000</b>
Program Fees	80,000		81,200
Rental Income	6,200		6,800
<b>Total Income</b>	<b>126,200</b>		<b>130,500</b>
<b>Expense</b>			
Payroll Expenses*	67,200		70,560
Prof Fees/Ind Contractors	1,250		1,500
Facility*	37,500		39,300
Print, mail, ship	300		300
Program Expense	14,725		14,500
Other Expenses	10,000		10,000
<b>Total Expense</b>	<b>130,975</b>		<b>136,160</b>
<b>Net Income</b>	<b>-4,775</b>		<b>-5,660</b>

\*COBI funding will equally support facility (rent and utility) expenses and payroll expenses:  
 2019 Funding of \$14,000 = \$7,000 for facility expense and \$7,000 for payroll expense  
 2020 Funding of \$16,000 = \$8,000 for facility expense and \$8,000 for payroll expense

# Bainbridge Island Special Needs Foundation

## Balance Sheet

As of December 31, 2018

03/05/19

Cash Basis

	<u>Dec 31, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
22.0 · Chase Checking x2327	32,643.22
<b>Total Checking/Savings</b>	32,643.22
<b>Accounts Receivable</b>	
Accounts Receivable	-184.52
<b>Total Accounts Receivable</b>	-184.52
<b>Total Current Assets</b>	32,458.70
<b>TOTAL ASSETS</b>	<b>32,458.70</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
26 · Payroll Liabilities	1,077.04
<b>Total Other Current Liabilities</b>	1,077.04
<b>Total Current Liabilities</b>	1,077.04
<b>Total Liabilities</b>	1,077.04
<b>Equity</b>	
27 · Net Assets	23,446.52
Net Income	7,935.14
<b>Total Equity</b>	31,381.66
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>32,458.70</b>

**ATTACHMENT B**  
**INSURANCE REQUIREMENTS**

**A. Insurance Term**

The Service Provider shall procure and maintain for the duration of the Agreement 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 Service Provider, its agents, representatives, or employees.

**B. No Limitation**

The Service Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Service Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**C. Minimum Scope of Insurance**

The Service Provider shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Directors and Officers Liability insurance coverage.

**D. Minimum Amounts of Insurance**

The Service Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Directors and Officers Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**E. Other Insurance Provision**

The Service Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

**F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**G. Verification of Coverage**

Before commencing work and services, the Service Provider shall provide to the person identified in Section 9 of the Agreement a Certificate of Insurance evidencing the required insurance. The Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

**H. Notice of Cancellation**

The Service Provider shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

**I. Failure to Maintain Insurance**

Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Service Provider to correct the breach, immediately terminate this Agreement 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 City on demand, or at the sole discretion of the City, offset against funds due the Service Provider from the City.

**J. City Full Availability of Service Provider Limits**

If the Service Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Service Provider, irrespective of whether such limits maintained by the Service Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Service Provider.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2018

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).

<b>PRODUCER</b> <b>Sears &amp; Associates, Inc.</b> <b>115 Hall Brothers Loop NW</b> <b>Suite 109</b> <b>Bainbridge Island, WA 98110</b>	<b>CONTACT NAME:</b> Tamara Orr <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> tammy@searsandassociates.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A :</b> Scottsdale Indemnity Co. <b>15580</b> <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

<b>INSURED</b>  <b>Bainbridge Island Special Needs Foundation</b> <b>PO Box 10919</b> <b>Bainbridge Is, WA 98110</b>
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**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER: 1**

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Premises/Operations</b> <input checked="" type="checkbox"/> <b>Prod/Comp Ops</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPS3056395	05/30/2018	05/30/2019	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							<b>WA STOP GAP</b> \$ <b>1,000,000</b>
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Commercial Package	X		CPS3056395	05/30/2018	05/30/2019	E&O - occurrence <b>1,000,000</b>
A	Commercial Package	X		CPS3056395	05/30/2018	05/30/2019	E&O - aggregate <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Subject to policy conditions, endorsements & exclusions.

City of Bainbridge Island is an additional insured as respects to their operations with the named insured.

D&O 09/01/17 to 09/01/18, \$1,000,000 per claim and \$2,000,000 aggregate

Sexual / Physical Abuse \$100,000/\$300,000

<b>CERTIFICATE HOLDER</b>  <b>City of Bainbridge Island</b> <b>280 Madison Ave.</b> <b>Bainbridge Island, WA 98110</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICY CHANGES  
NON-PREMIUM ENDORSEMENT**

**Policy Change Number:1**

<b>POLICY NUMBER</b> CPS3056395	<b>POLICY CHANGES EFFECTIVE</b> 5/30/2018	<b>COMPANY</b> Scottsdale Insurance Company
<b>NAMED INSURED</b> Bainbridge Island Special Needs Foundation,  PO Box 10919  Bainbridge Island WA 98110		<b>AUTHORIZED REPRESENTATIVE</b> Risk Placement Services, Inc. - Scottsdale 8800 E. Raintree Drive, Suite 250 Scottsdale, AZ 85260
<b>COVERAGE PARTS AFFECTED</b>  Commercial Package		<b>PRODUCER</b> Sears & Associates, Inc. (A0000563) P.O. Box 10520 Bainbridge Island, WA 98110
<b>CHANGES</b> In accordance with the terms and conditions of the above mentioned policy, the policy is hereby amended as follows:  Add form CG 20 10 04 13 Additional Insured - Owners, Lessees or Contractors -Scheduled Person or Organization  To read as follows:  Additional Insured Person(s) or Organization(s)  City Of Bainbridge Island  Location(s) of Covered Operations: 280 Madison Ave Bainbridge Island, WA 98110  All other policy terms, conditions and agreements shall remain unchanged.		

Issued By: cjraimer  
Issue Date: May 16, 2018

NPENDTL 07/12  
RPS Reference #: 1939672



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Bainbridge Island	280 Madison Ave Bainbridge Island, WA 98110
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS2878463	04/20/2018	BAINBRIDGE ISLAND SPECIAL NEEDS FOUNDATION	11002

With no change in premium, it is agreed and understood that the Additional Insured-

City of Bainbridge Island  
280 Madison Ave  
Bainbridge Island, WA 98110

has been added to the Policy as per the following forms attached:

CLS-SD-1L (8-01) Commercial General Liability Coverage Part Supplemental Declarations

CLS-SP-1L (10-93) Commercial General Liability Coverage Part Extension of Supplemental Declarations

CG 20 26 04 13 Additional Insured-Designated Person or Organization

Pursuant to Arizona Revised Statutes section 20-401.01, subsection b, paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20.

/ 06/12/2018 OIP

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
INSURED

\_\_\_\_\_  
DATE

**SCOTTSDALE INSURANCE COMPANY®**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**SUPPLEMENTAL DECLARATIONS**

Policy No. CPS2878463 Effective Date 04/20/2018  
12:01 A.M., Standard Time

Named Insured BAINBRIDGE ISLAND SPECIAL NEEDS Agent No. 11002

<b>Item 1. Limits of Insurance</b>	
Coverage	Limit of Liability
Aggregate Limits of Liability	Products/ Completed Operations Aggregate \$ <u>2,000,000</u>  General Aggregate (other than Products/ Completed Operations) \$ <u>2,000,000</u>
Coverage A - Bodily Injury and Property Damage Liability	any one occurrence subject to the Products/ Completed Operations and General Aggregate Limits of Liability \$ <u>1,000,000</u>  any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability \$ <u>100,000</u>
Damage to Premises Rented to You Limit	\$ <u>100,000</u>
Coverage B - Personal and Advertising Injury Liability	any one person or organization subject to the General Aggregate Limits of Liability \$ <u>1,000,000</u>
Coverage C - Medical Payments	any one person subject to the Coverage A occurrence and the General Aggregate Limits \$ <u>5,000</u>
<b>Item 2. Description of Business</b>	
Form of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Trust <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company) Location of All Premises You Own, Rent or Occupy: <b>see schedule of Locations</b>	
<b>Item 3. Forms and Endorsements</b>	
Form(s) and Endorsement(s) made a part of this policy at time of issue: <b>See Schedule of Forms and Endorsements</b>	
<b>Item 4. Premiums</b>	
Coverage Part Premium:	\$ 1,500
Other Premium:	\$
Total Premium:	\$ 1,500

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

SCOTTSDALE INSURANCE COMPANY®

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXTENSION OF SUPPLEMENTAL DECLARATIONS**

Policy No. CPS2878463 Effective Date: 04/20/2018

12:01 A.M., Standard Time

Named Insured BAINBRIDGE ISLAND SPECIAL NEEDS Agent No. 11002

Prem. No. 1	Bldg. No. 1	Class Code 40006	Exposure 9	Basis EACH	
<b>Class Description:</b> ADULT DAY CARE-OTHER THAN NOT-FOR-PROFIT (PRODUCTS/COMPLETED OPERATIONS ARE SUBJECT TO GENERAL AGGREGATE LIMIT)				Premises/ Operations	
				Rate	Premium
				23.00	1327 MP
				Products/ Comp Operations	
				Rate	Premium
				INCLUDED	INCLUDED
Prem. No. 1	Bldg. No. 1	Class Code 41421	Exposure 18	Basis EACH	
<b>Class Description:</b> SPORTS CAMPS - FOR-PROFIT (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)				Premises/ Operations	
				Rate	Premium
				1.50	173 MP
				Products/ Comp Operations	
				Rate	Premium
				INCLUDED	INCLUDED
Prem. No. 1	Bldg. No. 1	Class Code	Exposure	Basis	
<b>Class Description:</b> SEXUAL AND/OR PHYSICAL ABUSE- (GLS-44s is \$100K/\$300K for Class code 40006 and \$25K/\$50K for Class code 41421)				Premises/ Operations	
				Rate	Premium
					INCLUDED
				Products/ Comp Operations	
				Rate	Premium
Prem. No. 1	Bldg. No. 1	Class Code 73444	Exposure	Basis	
<b>Class Description:</b> ERRORS AND OMISSIONS COVERAGE-GLS-172s				Premises/ Operations	
				Rate	Premium
					INCLUDED
				Products/ Comp Operations	
				Rate	Premium

SCOTTSDALE INSURANCE COMPANY®

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXTENSION OF SUPPLEMENTAL DECLARATIONS**

Policy No. CPS2878463 Effective Date: 04/20/2018

12:01 A.M., Standard Time

Named Insured BAINBRIDGE ISLAND SPECIAL NEEDS Agent No. 11002

Prem. No. 1	Bldg. No. 1	Class Code	Exposure	Basis
Class Description: LIMITED PARTICIPANT COVERAGE-GLS-130s				Premises/ Operations
				Rate
				Premium
				INCLUDED
				Products/ Comp Operations
				Rate
				Premium
Prem. No. 1	Bldg. No. 1	Class Code	Exposure	Basis
Class Description: EMPLOYERS LIABILITY INSURANCE STOP GAP PER FORM GLS-60S				Premises/ Operations
				Rate
				Premium
				INCLUDED
				Products/ Comp Operations
				Rate
				Premium
Prem. No. 1	Bldg. No. 1	Class Code 49950	Exposure 1	Basis EACH
Class Description: ADDITIONAL INSURED- Per Form CG 20 26				Premises/ Operations
				Rate
				Premium
				INCLUDED
				INCLUDED
				Products/ Comp Operations
				Rate
				Premium
Prem. No.	Bldg. No.	Class Code	Exposure	Basis
Class Description:				Premises/ Operations
				Rate
				Premium
				Products/ Comp Operations
				Rate
				Premium

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b>  City of Bainbridge Island  280 Madison Ave  Bainbridge Island, WA 98110</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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 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.