

## **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 the services described in the scope of services included as **Attachment A**; 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, 2021, unless sooner terminated by either party as provided below. The terms of this Agreement shall include activities performed by the Service Provider between January 1, 2021 through December 31, 2021.

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 Fifteen Thousand Dollars (\$15,000) for all services performed under this Agreement, to be billed quarterly. The Service Provider shall execute this Agreement by March 19, 2021 in order to receive funding for 2021.

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 the 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 a final report. The Service Provider shall submit a final report prior to or accompanying its fourth quarter invoice for 2021. The final report will be due on February 4, 2022. In the final 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 harmless the City, its officers, officials, employees, and volunteers 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

To the Service Provider: Bainbridge Island Special Needs Foundation  
P.O. Box 10919  
Bainbridge Island, WA 98110  
Attention: Treasurer

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 24, 2021

Date: March 11, 2021

By: *Elizabeth Saliba*

By: *Ellen Schroer*

Name: Elizabeth Saliba

Ellen Schroer, Interim City Manager

Title: Treasurer

Tax I.D. #: 601994292

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



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15. Attachments:

- Proposal Narrative
- Board of Directors List
- Draft Budget 2021
- P&L 2017, 2018, 2019, & 2020
- IRS Form 990 for fiscal year ending 12/31/20 [emailed attachment]

Authorized Signature Elizabeth Saliba Date 1/19/21

Printed Name: Liz Saliba, Treasurer, Bainbridge Island Special Needs Foundation



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## **II. PROPOSAL SUMMARY**

### ***1. What program or services will the requested funds provide and who will be the primary recipients?***

With the onset of the pandemic, we suspended our in-person program in March in accordance with the Department of Health and Washington State guidelines. Our board members and program director sought indirect ways to continue to stay connected to our members. The indirect services included phone calls, Zoom meetings, activity packages, postcards, and socially distanced walks. What we learned was that there were many barriers to the indirect service model including challenges with access and use of technology. Like our many of our community non-profit organizations, we have been faced with difficult decisions on how to continue to have connection and preserve the financial stability of our program. The outcome of many difficult and emotional board meetings was to reduce our monthly expenses to ensure our members can safely return to a vibrant program that continues to provide access social activities and create lasting community connections.

We reduced our operating costs by terminating our lease at Stephens House (191 Winslow Way) and letting go of our program director. These decisions, while influenced by many factors, were enacted to preserve our program. Now, more than ever, the need for community is great, particularly for our community members who have been in isolation. Additionally, we reached out to the Bainbridge Island School District to survey potential needs for this year and the upcoming year. Based on our current membership and surveillance of upcoming needs within our community, it is clear that our program needs to be viable.

We are seeking COBI funds to be used for our general operating fund. During this interim period, where we were not able to provide direct services, we have not only exercised being good stewards of our finances- but we have also taken the opportunity to evaluate our program, board membership/responsibilities, and have begun to re-imagine Stephens House program. We continue to be dedicated to enriching the lives of individuals with disabilities and we have generated new possibilities to achieve this successfully. Specifically, we are seeking to use the COBI funds to initially support a portion of an Executive Director's salary. The Stephens House Program has traditionally been overseen by a program director and assistant. Our members needs require that we have two staff members available daily. In our program evaluation we



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education services through the school district are 4,000 with approximately 47 individuals that would eventually be eligible for our program. Our program could potentially reach 1.2% of students currently accessing services through the school district as well as the adults with disabilities that are currently living within our community and neighboring communities.

**4. *How many (or what percentage) of those served overall will be Bainbridge Island residents?***

Our program began serving individuals within our immediate, Bainbridge Island community. Given that our neighboring communities do not offer Monday to Friday programming to adults with disabilities, we have extended our services to include members who are surrounding areas (e.g., Poulsbo, Silverdale). At the beginning of 2019, we provided direct services to 16 members, eight of whom are Bainbridge Island residents (50%).

**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/emotional stability.*** The program at Stephens House is designed to meet the needs of our members through structured social activities. Some of our members require additional support to engage in problem-solving and emotional regulation skills. We work closely with our members and their caregivers/families to address social behaviors that interfere or impede with accessing the community.

***Activities and Services promoting healthy development of the individual.*** The range of activities we offer seek to strengthen our members social connections within their Stephens House community and beyond. It is vital to understand each individual members' hopes, dreams, and interests in order to tailor our program to align with their goals as well as guide the scheduling community-based activities.

Our members represent a diverse population. They range in age, gender, race, socio-economic status, and ability. The diverse backgrounds and experiences of members requires that our program is flexible and responsive to the range of needs. Our goal is for our members to feel valued through membership, contributing, and belonging and to provide a safe and structured space in which our members and their families can rely.



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agents in their lives), community participation, and the development of social networks. These features, collectively, lead to positive outcomes at both the individual and community level.

**Human Service Goals.** BISNF/Stephens House addresses the following goals as outlined in Continuum of Services (Goal HS-2)

- Policy HS 2.3:** Support preventative and early intervention programs, emphasizing programs (e.g., job training and parenting classes) that address the health, safety and well-being of vulnerable community members.
- Policy HS 2.4** Support programs that provide needed services for families, e.g., child or adult day care, respite care for caregivers and mental health services.
- Policy HS 2.5** Support programs designed to allow people who need assistance to remain in their homes or maintain their independence as long as possible.
- Policy HS 2.6** Work with partner agencies and nonprofits to support programs that assist veterans, low-income elderly and residents with qualifying disabilities.

**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.



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BISNF is supported by six board members who bring a wealth of expertise and experience. 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.

Our board is committed to not only re-opening our program, and we are committed to restructuring our program to ensure that we continue to be responsive to members needs and further grow our program to ensure sustainability. We have worked to assure our immediate Stephens House community and larger Bainbridge Island community that our program will resume by being fiscal stewards and protecting our primary asset- our members.

We coordinate with and are licensed provider through the Washington State Department of Social and Health Services (currently known as DDA) to safeguard qualifying family's affordable access to our program.

We have intentionally built this program to serve as many adults as possible with intellectual and developmental disabilities. Our model has traditionally been to employ a 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. We are seeking to include an additional position of Executive Director to address administrative tasks and stretch and strengthen our program by further fostering our relationship with the broader community.

We have a volunteer accountant who supports our treasurer and provides detailed financial reports to help us manage our program cost effectively. Historically, our expenses directly support our day program. For example, in 2019 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: Vitalize Kitsap (formerly known as ITA) and Stephens House. Our board president has engaged in several conversations with their executive director to understand if there is an opportunity to merge our efforts. It is evident that both



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relevant to our goal to provide “meaningful” community-based and member focused activities. All data tracking is facilitated by our volunteer accountants record keeping through QuickBooks.

## **V. PROGRAM EVALUATION**

Our board evaluates the program at three levels: weekly, monthly and annually.

The following narrative includes both business as usual (BAU) and response to COVID:

The President(s) of the board member met with staff to discuss member needs, program, and/or facility issues that may have come up. When new members join the program or old members leave, we evaluate the transition. For new members we discuss how they found us and what they are expecting from the program; for departing members 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. We anticipate with the new Executive Director position, that these tasks and responsibilities will be relinquished from the board and absorbed by the ED.

We hold monthly board meetings which included a report from the Program Director to evaluate the prior month and review the upcoming month. Questions posed are what worked, what didn’t work, suggestions for improvements and new ideas are reviewed and evaluated. During the pandemic, our board met bi-monthly and oftentimes weekly to address pressing issues of how to maintain community and membership, how to preserve our funds (fiscal stewardship) in order to be able to reopen in-person.

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 vital to understanding if we are not only meeting the needs of member but the needs of caregivers/families. We have remained in close contact with our members and their families/caregivers to regularly assess the current needs and how to best provide distanced services.



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- Public Support 7%
- COBI Funding 13%
- Grants 5%

**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 resume our program that is affordable and addresses our members' need for community and connection.

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 significantly reduce participation in our program. COBI has been, and we hope will continue to be a critical part of our program.

Currently Unfilled	Program Assistant	Full-time	when we are on a field trip. Over the years we have had individuals volunteer their expertise (art docent, yoga, music, treasurer, etc.)
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# Bainbridge Island Special Needs Foundation

2017

	TOTAL
Income	
1.1 Grants	
1.11 Foundation and Trust Grants	2,799.00
1.12 Nonprofit Grants	895.00
1.13 Helpline - Hope House	569.70
<b>Total 1.1 Grants</b>	<b>4,263.70</b>
1.2 Direct Public Support	2,775.00
1.31 Indirect Public Support	845.00
1.32 One Call for All	17,716.40
2.1 COBI Contract	13,411.00
2.2 Program Fees	80,230.93
6b Fundraising	
Fundraising FMV	390.00
<b>Total 6b Fundraising</b>	<b>390.00</b>
8 Rental Income	7,400.00
Unapplied Cash Payment Income	646.75
<b>Total Income</b>	<b>\$127,678.78</b>
<b>GROSS PROFIT</b>	<b>\$127,678.78</b>
Expenses	
12 Payroll Expenses	
Payroll Tax Expense	
FICA/Medicare	4,557.82
FUTA	161.26
L&I	554.11
SUTA (ESD)	79.27
<b>Total Payroll Tax Expense</b>	<b>5,352.46</b>
Wages to Employees	
Bereavement	112.50
Bonus Wages	2,080.00
Regular Wages	55,361.99
Sick Pay Wages	1,365.00
Vacation Wages	660.00
<b>Total Wages to Employees</b>	<b>59,579.49</b>
<b>Total 12 Payroll Expenses</b>	<b>64,931.95</b>
13 Prof Fees/Ind Contractors	907.90
14 Facility	
Maintenance	879.16
Rent	26,500.00
Utilities	7,552.30
<b>Total 14 Facility</b>	<b>34,931.46</b>

# Bainbridge Island Special Needs Foundation

2018

	TOTAL
Income	
1.1 Grants	
1.11 Foundation and Trust Grants	1,840.09
1.12 Nonprofit Grants	3,064.00
1.13 Helpline - Hope House	1,422.00
<b>Total 1.1 Grants</b>	<b>6,326.09</b>
1.2 Direct Public Support	2,244.00
1.32 One Call for All	18,337.88
2.1 COBI Contract	14,250.00
2.2 Program Fees	80,724.64
6b Fundraising	
Fundraising FMV	552.55
<b>Total 6b Fundraising</b>	<b>552.55</b>
8 Rental Income	7,300.00
Unapplied Cash Payment Income	-3.97
<b>Total Income</b>	<b>\$129,731.19</b>
<b>GROSS PROFIT</b>	<b>\$129,731.19</b>
Expenses	
12 Payroll Expenses	
Payroll Tax Expense	
FICA/Medicare	4,394.94
FUTA	74.76
L&I	532.53
SUTA (ESD)	72.80
<b>Total Payroll Tax Expense</b>	<b>5,075.03</b>
Wages to Employees	
Bonus Wages	1,759.00
Overtime Wages	108.00
Regular Wages	53,063.86
Sick Pay Wages	1,026.12
Vacation Wages	720.00
<b>Total Wages to Employees</b>	<b>56,676.98</b>
<b>Total 12 Payroll Expenses</b>	<b>61,752.01</b>
13 Prof Fees/Ind Contractors	1,692.39
14 Facility	
Maintenance	308.08
Rent	25,350.00
Utilities	7,253.03
<b>Total 14 Facility</b>	<b>32,911.11</b>
15 Print, mail, ship	204.00

# Bainbridge Island Special Needs Foundation

2019

	TOTAL
<b>Income</b>	
1.1 Grants	
1.11 Foundation and Trust Grants	226.94
1.12 Nonprofit Grants	1,000.00
1.13 Helpline - Hope House	598.13
<b>Total 1.1 Grants</b>	<b>1,825.07</b>
1.2 Direct Public Support	860.00
1.32 One Call for All	16,537.35
2.1 COBI Contract	14,125.00
2.2 Program Fees	78,788.17
8 Rental Income	9,705.76
Unapplied Cash Payment Income	-642.78
<b>Total Income</b>	<b>\$121,198.57</b>
<b>GROSS PROFIT</b>	<b>\$121,198.57</b>
<b>Expenses</b>	
12 Payroll Expenses	
Payroll Tax Expense	
FICA/Medicare	4,825.10
FUTA	-74.76
L&I	609.33
SUTA (ESD)	80.61
WA Fam Med Lv	0.62
<b>Total Payroll Tax Expense</b>	<b>5,440.90</b>
Wages to Employees	
Bonus Wages	550.00
Holiday Wages	889.50
Overtime Wages	40.50
Regular Wages	58,607.46
Sick Pay Wages	448.50
Supplemental Wages	1,206.00
Vacation Wages	1,282.50
<b>Total Wages to Employees</b>	<b>63,024.46</b>
<b>Total 12 Payroll Expenses</b>	<b>68,465.36</b>
13 Prof Fees/Ind Contractors	2,120.13
14 Facility	
Maintenance	795.16
Rent	28,800.00
Utilities	7,697.11
<b>Total 14 Facility</b>	<b>37,292.27</b>
15 Print, mail, ship	268.35

# Bainbridge Island Special Needs Foundation

2020

	TOTAL
Income	
1.1 Grants	
1.11 Foundation and Trust Grants	10,100.00
<b>Total 1.1 Grants</b>	<b>10,100.00</b>
1.2 Direct Public Support	15,904.00
1.31 Indirect Public Support	3,545.44
1.32 One Call for All	13,776.29
2.1 COBI Contract	15,500.00
2.2 Program Fees	25,558.02
8 Rental Income	7,056.00
Unapplied Cash Payment Income	792.00
<b>Total Income</b>	<b>\$92,231.75</b>
<b>GROSS PROFIT</b>	<b>\$92,231.75</b>
Expenses	
12 Payroll Expenses	
Payroll Tax Expense	
FICA/Medicare	1,177.34
L&I	151.35
SUTA (ESD)	20.08
<b>Total Payroll Tax Expense</b>	<b>1,348.77</b>
Wages to Employees	
Bonus Wages	1,026.00
Holiday Wages	369.00
Regular Wages	13,582.50
Sick Pay Wages	187.38
Vacation Wages	225.00
<b>Total Wages to Employees</b>	<b>15,389.88</b>
<b>Total 12 Payroll Expenses</b>	<b>16,738.65</b>
13 Prof Fees/Ind Contractors	1,437.58
14 Facility	
Maintenance	320.00
Rent	19,850.00
Utilities	7,151.86
<b>Total 14 Facility</b>	<b>27,321.86</b>
15 Print, mail, ship	166.50

## 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.





## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Fournier Insurance Solutions</b>		NAMED INSURED <b>Bainbridge Island Special Needs Foundation PO Box 10919 Bainbridge Is, WA 98110 Kitsap</b>	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Sexual / Physical Abuse \$100,000/\$300,000

**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	SEE FORM UTS-SP-3 FOR SCHEDULE OF LOCATIONS
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.