

AGREEMENT FOR COMMUNITY SERVICES

THIS AGREEMENT FOR COMMUNITY SERVICES (this "Agreement") is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (the "City") and Housing Resources Board, a Washington non-profit corporation (the "Service Provider").

WHEREAS, the City desires to assist the Service Provider in delivering services for low-income City residents by providing funds for the HomeFinding Services Program; 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 community services as defined in this Agreement and as necessary to accomplish the scope of work 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 Service Provider will acknowledge support from the City in promotional materials.

2. PAYMENT

A. The City shall pay the Service Provider Twenty Thousand Dollars (\$20,000) for all services performed under this Agreement as described in Attachment A, to be billed quarterly in equal amounts. The Service Provider shall execute this Agreement by June 30, 2016 in order to receive funding for 2016.

B. The Service Provider shall submit quarterly invoices for services performed in a previous quarter in a format acceptable to the City. Quarterly invoices for the first, second, and third quarter shall be accompanied by information on number of clients served as described in Section 3. The Service Provider shall maintain time and expense records and provide them to the City upon request.

C. All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.

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.

3. REPORT ON EXECUTION OF SERVICES

The Service Provider shall submit a final report prior to or accompanying its last invoice, due on January 20, 2017. In this 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 your project proposal. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
3. Reference the specific measurable results identified in your project proposal. 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? Please explain.
4. Describe the involvement of any partners identified in your project proposal, as well as any unexpected cooperative relationships that developed through implementation of the project. Did the City funding help you 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. Please provide a short description of how the City funding has helped your organization or helped the community. Please also include any quotes or stories related to this support.
7. What recommendations, if any, do you have regarding future funding cycles?

The Service Provider shall submit a quarterly report to accompany each quarterly invoice for the first, second and third quarter 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. Information for the fourth quarter shall will be provided within the final report.

4. INSPECTION AND AUDIT

The Service Provider shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such 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. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Service Provider shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial 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.

5. 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 his 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 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.

6. DISCRIMINATION 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 6 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.

7. 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, 2016, unless sooner terminated by either party as provided below.

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 2 for any satisfactory work completed prior to the date of termination.

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, 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 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 agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Service Provider, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Service Provider under this Agreement.

B. In the event that the Service Provider and the City are both negligent, then the Service Provider's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Service Provider, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Service Provider under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Service Provider. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. 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.

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

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

11. INSURANCE

Service Provider shall maintain insurance as follows:

- Commercial General Liability as described in Attachment B.
- Directors and Officers Liability as described in Attachment B.
- Automobile Liability 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 or addenda, 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.

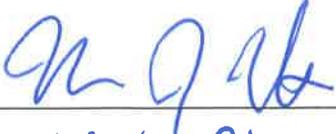
B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

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. NON-WAIVER

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,

By 
Name Mark Blatter
Title Executive Director
Tax I.D. # 95-0068013

By 
Douglas Schulze, City Manager

ATTACHMENT A

SCOPE OF SERVICES

The HomeFinder portion of the program provides assistance, education, and other resources to those who are searching for affordable housing. HRB staff works one on one with each client to explain the myriad of housing options available on Bainbridge Island and Kitsap County, if appropriate. We provide housing tips and advice to help support them through a stressful process. Many clients are provided applications to HRB programs like HomeShare and HRB Rental Housing or HRB Rental Assistance Programs. If appropriate, clients are also referred to the Housing Solutions Center at NK Fishline to access other programs and services there.

The HomeShare Program provides alternative affordable options using existing housing on Bainbridge Island. HRB works to match home seekers with home providers that have an accessory dwelling unit or extra space in their homes. Though some home seekers pay rent in the traditional way, some trade work around the house (such housecleaning, yard work, or other maintenance) for rent or partial rent. This can allow older home providers to remain at home longer and it can help relieve working people of household duties or give them assistance with childcare. HRB staff works closely with home seekers and home providers to define their particular housing needs, such as capacity to pay rent or provide services, rental income needed, applicable housing accommodations, and length of time housing arrangement is needed, and desired characteristics of others in the home. HRB's HomeShare Program offers a level of security by providing criminal background checks on all participants. Once a match is made, staff helps both parties develop a rental agreement and can assist both parties with communications if issues arise.

Funding is spent as described below:

- 90% of the funding is to be used for salaries of staff working directly on the program and marketing and advertising expenses
- 10% of the funding is to be used for operational costs for administering this program

3. Who will be the recipients of the services provided by these funds?

The HomeFinding Services Program is available to all who contact Housing Resources Bainbridge. Nearly all who contact us are Bainbridge Island Residents or employees on Bainbridge Island.

4. How will recipients access those services?

Clients can call, email or stop by to get the information they need about affordable housing on Bainbridge Island. HRB also has printed materials that clients can take with them if they visit us or have mailed if needed. Information is also available on our website.

5. What percentage of the population of Bainbridge Island residents who are eligible for these services will be served by this program?

One hundred percent of the population of Bainbridge Island is eligible for HomeFinding Services. Approximately 28% of Island Residents are low income. Based on past demographics, we are serving approximately 6% of this group annually. There is no income restriction on who receives these services from HRB, but it is typically lower income individuals and families who are seeking help with their housing search and who become home seekers. Some home providers are low income also and need extra income to maintain their existing housing.

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

Based on data collected by HRB for the first 2 quarters of 2015, approximately 80% of our inquiries come from people who live or work on Bainbridge Island.

7. Describe how this request fits within the definition of Human Services as provided in the Human Services Element of the City’s Comprehensive Plan:

- Provide people with the tools to achieve economic, social and emotional stability to the best of their ability.
- Offer activities and services that promote healthy development of the individual, prevent problems, and support positive outcomes.
- Support quality of life programs that enhance the health and well-being of the individual and the community.
- These services may be provided on an emergency, temporary, or ongoing basis, depending on the circumstances.

As stated in the Comprehensive Plan, “...the Human Services Element exists to ensure that the human services needs of the people of Bainbridge Island are met and they continue to be met even as changes occur with the anticipated population growth.” The stagnation of wages combined with the escalation of

housing costs means that the services of Housing Resources Bainbridge are more needed than ever. The affordable housing rental stock on the Island has not grown at the same rate as the stock of market rate housing and the number of folks working on Bainbridge for lower wages, or retiring on Bainbridge and on a fixed income, has continued to grow. The resources we provide help our lowest income neighbors find housing and housing resources. The clients served by this program are the most vulnerable in our community. They work at low wage jobs or depend on fixed incomes. Their options are very limited.

This program also directly relates to the Housing Element of the Comprehensive Plan which states as General Goals: (excerpt):

- Foster the diversity of the residents of the Island, its most precious resource.
- Provide a variety of housing choices for all residents.
- Provide affordable housing.

8. Describe how this funding will foster improvement in the range and quality of health, housing and/or human services on Bainbridge Island.

This funding allows Housing Resources Bainbridge to continue the important work of helping to house our friends, neighbors and families. People need the information they can get here at HRB to help them pursue the right kind of housing for their situation – whether it is HomeShare or a rental unit of their own.

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|--|-----------------|-----------------|-------------|
| Human Resources (Staff Salaries, Benefits, Consultant Services) | \$15,900 | \$15,900 | |
| Advertising | \$2,100 | \$2,100 | |
| Indirect Administrative Costs | \$2,000 | \$2,000 | |
| TOTAL | \$20,000 | \$20,000 | 0.00 |

ATTACHMENT B

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the Service Provider, its officers, employees and agents:

A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

B. Directors and Officers Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

C. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

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. City reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Service Provider. City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the Service Provider, and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that City will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.

| Item | Description | Quantity | Unit Price | Total Price |
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