

**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 Island Volunteer Caregivers (formerly Interfaith Volunteer Caregivers of Bainbridge Island), a Washington non-profit 501(c)(3) corporation (the "Service Provider").

**WHEREAS**, the City desires to assist the Service Provider by providing funds in support of the Service Provider's program for volunteer services to the elderly and chronically ill in the community; 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 Thirteen Thousand Three Hundred Seventy-Six Dollars (\$13,376) for all services performed under this Agreement, to be billed quarterly. The Service Provider shall execute this Agreement by June 30, 2015 in order to receive funding for 2015.

B. The Service Provider shall submit quarterly invoices for services performed in a previous quarter in a format acceptable to the City. 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.

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.

## **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, 2015, 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.



## ATTACHMENT A

### 2015 Scope of Services Island Volunteer Caregivers Formerly Interfaith Volunteer Caregivers of Bainbridge Island

#### **Mission**

To help individuals and families maintain their dignity, independence and quality of life, and bring together persons of goodwill to serve within the community where there are unmet needs.

#### **Scope of Services**

IVC, a Washington State, non-profit 501 (c) (3) corporation, provides volunteer services to those in the community by serving:

1. The elderly, disabled or chronically ill who want to continue to remain in their homes but need assistance with some routine activities they can no longer manage on their own.
2. People who may be recovering from a medical condition or mental stress and need temporary assistance with their day to day activities or transportation.
3. Over-burdened family caregivers who need respite care for a loved one.
4. Residents in skilled nursing or assisted living facilities that need companionship for emotional support.

Services provided are:

1. Transportation to medical, physical therapy or counseling appointments in Kitsap County and downtown Seattle
2. Transportation for activities to maintain health and well being, such as exercise classes at the Senior Center or swimming at the pool
3. In-home services such as:
  - Companionship
  - Light housekeeping or meal prep
  - Light yard care or home maintenance
  - Assistance with pet care
  - Reading to visually impaired persons
  - Respite care
4. Errands, including:
  - Grocery shopping
  - Picking up prescriptions
  - Delivering flowers
5. Phone reassurance
6. Advocacy and referrals to other appropriate agencies
7. Visitation to facilities to provide companionship, reading, pet therapy and music
8. Quality of life activities, such as going to a concert or museum

## 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.