

## **AGREEMENT FOR LODGING TAX (CIVIC IMPROVEMENT) FUNDS**

**THIS AGREEMENT FOR LODGING TAX (CIVIC IMPROVEMENT) FUNDS** (this "Agreement") is entered into the date last below written between the City of Bainbridge Island, a Washington state municipal corporation (the "City") and Bainbridge Island Historical Society (the "Recipient").

**WHEREAS**, the Recipient submitted a proposal for Lodging Tax/Tourism funds (Civic Improvement Fund) in order to increase the hours of the Bainbridge Island Historical Museum as described in Attachment A (the "Proposal"); and

**WHEREAS**, upon recommendation of the Lodging Tax Advisory Committee and approval by City Council at their December 1, 2015 meeting, the City has awarded a contract for the Proposal; and

**WHEREAS**, the Recipient has the expertise and experience to arrange for said 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 Recipient as follows:

### **1. SERVICES BY RECIPIENT**

The Recipient shall arrange for the services as specified in this Agreement and as necessary to accomplish the scope of work described in the Proposal. The Recipient shall arrange for all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. The Recipient shall execute this Agreement by June 30, 2016 in order to receive funding, and all goods and services specified in this Agreement shall be provided during calendar year 2016.

Recipient shall identify all Proposal activities in promotional and other business materials as having been funded by the City of Bainbridge Island.

### **2. PAYMENT**

A. The City shall pay the Recipient Twelve Thousand Dollars (\$12,000) for all services performed and all approved expenses incurred for the sole and specific purpose of accomplishing the scope of work described in the Proposal, to be billed quarterly. Payment will be made by the City only when documentation of delivery of contracted services or products is provided to the City.

B. The Recipient shall submit quarterly invoices for services performed in a previous quarter in a format acceptable to the City. Each project and each task within a project shall be the subject of a separate invoice. The Recipient 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 Recipient 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 Recipient shall submit a report on services provided with the final invoice, no later than January 20, 2017. This report should be no longer than two pages long, excluding budget detail, and should follow the outline below:

- Summarize the activities undertaken in providing the work described in Attachment A.
- Reference the project objectives specified in Attachment A. Were those objectives achieved? Why or why not? Were there any unexpected positive outcomes or challenges?
- Reference the specific measurable results specified in Attachment A. Were they achieved? If not, what challenges prevented the achievement of the anticipated results?
- Describe involvement of any partners specified in Attachment A, as well as any unexpected cooperative relationships that developed through implementation of the project.
- Reference the project budget specified in the Attachment A. Provide an analysis of actual expenses and income in relation to the projected budget.
- Complete a Joint Legislative Audit and Review Committee (JLARC) report as directed by the City that will provide a good faith best-estimate of actual attendance generated by the Proposal in the three categories below:
  - a. Travelers staying overnight in paid accommodations away from their place of residence or business;
  - b. Travelers staying overnight in unpaid accommodations (e.g., with friends and family) and traveling more than 50 miles;
  - c. Travelers for the day only and traveling more than 50 miles.
- Describe the methodologies used to arrive at the good faith estimate of actual attendance numbers described above.

### **4. INSPECTION AND AUDIT**

The Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient and the City understand and expressly agree that the Recipient is an independent contractor in the performance of each and every part of this Agreement. The Recipient 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 Recipient, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Recipient shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Recipient 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 Recipient 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 Recipient performs hereunder.

D. The Recipient and any subcontractors 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 Recipient 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 Recipient 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 Recipient pursuant to this Agreement shall be submitted to the City, and the Recipient 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 Recipient 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 Recipient, 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 Recipient under this Agreement.

B. In the event that the Recipient and the City are both negligent, then the Recipient'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 Recipient, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Recipient 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 Recipient. 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 Recipient'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**

The Recipient 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 Recipient 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 Recipient 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



IN WITNESS WHEREOF, the parties have executed this Agreement as of 2/18, 2016.

BAINBRIDGE ISLAND HISTORICAL SOCIETY

CITY OF BAINBRIDGE ISLAND

By Henry R. Helm By Douglas Schulze  
Bainbridge Island Historical Society \_\_\_\_\_  
Name Henry R. Helm Douglas Schulze, City Manager

Title Executive Director

Tax I.D. 91-1037866

ATTACHMENT A

CITY OF BAINBRIDGE ISLAND  
2016 LODGING/TOURISM FUND PROPOSAL  
COVER SHEET

Project Name:

**BI Historical Museum Added Hours**

Name of Applicant Organization:

**Bainbridge Island Historical Museum**

Applicant Organization IRS Chapter 501(c)(3) or 501(c)(6) status and Tax ID Number:

**501 (c) (3) Tax ID 91-1037866**

Date of Incorporation as a Washington State Corporation and UBI Number:

**1978 UBI Number 601 086 880**

Primary Contact: **Henry R. Helm, Executive Director**

Mailing Address: **215 Ericksen Ave NE, Bainbridge Island, WA 98110**

Email(s): **director@bainbridgehistory.org**

Day phone: **206-842-2773**

Cell phone: **206-612-5105**

Please indicate the type of project described in your proposal:

<input checked="" type="checkbox"/>	Project Type
<input type="checkbox"/>	Tourism marketing
<input type="checkbox"/>	Marketing and operations of special events and festivals designed to attract tourists
<input checked="" type="checkbox"/>	Supporting the operations of a tourism-related facility owned or operated by a nonprofit organization*
<input type="checkbox"/>	Supporting the operations and/or capital expenditures of a tourism-related facility owned or operated by a municipality or a public facilities district*

\*If the proposal requests funds for a tourism-related facility, please indicate the legal owner of that facility:

**Bainbridge Island Historical Society and Museum**

## LODGING/TOURISM FUND APPLICATION

### Applicant Information

Please respond to each of these questions in the order listed. If the proposal includes multiple partners, please include the requested information for each organization.

1. Describe the applicant organization's mission, history and areas of expertise. Describe the applicant's experience in tourism promotion on Bainbridge Island and its demonstrated ability to complete the proposed project.

***The mission of the Bainbridge Island Historical Museum (BIHM) is to collect, preserve, and foster knowledge of Bainbridge Island history. The museum accepts, documents, preserves, and displays photographs, records and artifacts acquired from Island businesses and residents. BIHM supports historic preservation in the community by supporting the city's Historic Preservation Commission, maintaining and storing the city's historic property inventory and by encouraging property owners to preserve the unique history of their sites and structures.***

***Our expertise in tourism operation and expansion is demonstrated by the ever increasing numbers of people attracted to the museum through its semi-permanent exhibit and its temporary exhibits as well as other programs and activities offered by the museum. Not only do the numbers demonstrate this, but the awards the Museum has received are ample proof that we excel in this regard. (see below for visitor numbers) Tourists are such an important constituency that BIHM raised more than one-half million dollars to move the historic schoolhouse in 2004 from a remote park, inaccessible by public transportation, to within walking distance of the ferry dock in Winslow and within two blocks of Highway 305.***

***Since that move in 2004, our visitor numbers have been steadily increasing. Most of the increase can be attributed to tourist visitation. Easy access, facility improvement, and new exhibits since 2004 have made the museum a major draw for visitors from near and far.***

***The museum has demonstrated its significance and expertise by garnering the following awards during the past four years:***

***Portrait of Manzanar"***

***2012 – Washington Museum Association Award of Project Excellence for "Once Upon a Time – History Day Camp"***

***2012 – Washington Museum Association Award of Exhibit Excellence for "It's About Time" (Bainbridge Island history timeline on the south exterior wall of the museum)***

***2013 – Washington Museum Association Award of Exhibit Excellence for "The Overland Westerners"***

***2013 – Washington Museum Association Award of Individual Excellence for Executive Director Hank Helm***

***2013 – WSA 110 Certificate of Merit for Community Leadership "Education and Young People"***

***2014 American Association for State and Local History Award of Exhibit Excellence for "The Overland Westerners" (The only award for Exhibits in Washington)***

***2015 Washington Museum Association Award of Exhibit Excellence for our "Walkway***

***Through History' exhibit in the Ferry Terminal. This is the 5<sup>th</sup> consecutive year for the Museum to win this Award***

***Along with the awards and recognition has come publicity. This has included major articles in the Kitsap Sun, Bainbridge Review, Seattle Times, Northwest Asian Weekly and New York Times. Other papers have featured the museum as well. The publicity has led to significantly increased visitation and has drawn tourists from around Washington, other states and foreign countries as well.***

2. If appropriate, please identify the project partner(s) and briefly describe the involvement of each. Please note that the maximum award of \$80,000 will apply to any single project, even if proposed by a team of partners. **N/A**
  
3. If appropriate, please list each project and amount of funding awarded and utilized from the Lodging Tax (Civic Improvement) Fund within the last five years (2010-2015).

<b>2012</b>	<b>BI Historical Museum Added Hours</b>	<b>\$14,625</b>
<b>2013</b>	<b>BI Historical Museum Added Hours</b>	<b>\$7,312</b>
<b>2014</b>	<b>BI Historical Museum Added Hours</b>	<b>\$12,000</b>
<b>2015</b>	<b>BI Historical Museum Added Hours</b>	<b>\$12,000</b>
  
4. If any projects previously funded through the Lodging Tax (Civic Improvement) Fund were not completed and/or if reports were not submitted to the City as requested, please explain: **N/A**

**LODGING/TOURISM FUND APPLICATION  
Project Information**

1. Describe the proposed project.
  - A. Identify the Project's main objectives and how each will be achieved.

***The objective is to keep the museum open for the increased hours; seven days per week from 10 am until 4 pm every day of the year. We also expect to demonstrate the number of nightly stay-overs as indicated in our guest log. The grant would insure that we are adequately staffed during all open hours including weekends. The grant would pay for our Volunteer Coordinator to schedule and be responsible for the seventh open day plus the added open hours each week.***
  
  - B. Be as specific as possible about proposed services, if appropriate the quantities of materials for and measurable impacts on the tourism market, distribution method and costs.

***The proposed service is tourist access to the museum as noted in A. The measurable impacts will be the records kept of visitors and statistics from our visitor register. We believe we document visitor information as well as, or better than, any other island tourist facility.***

- C. If appropriate, provide details about the facility operating costs to be funded.  
***We currently have no capital budget. Please see attached for operating budget and costs. Also please see our prior year annual report which is attached. The specific operating costs requested are detailed in the budget under item 2 below.***

2. Provide a brief narrative statement to address each of the stated selection criteria. Describe outcomes anticipated from each criterion, as well as the overall project.

- A. Expected impact in increased tourism in 2016. Please provide specific estimates of how the project will impact the number of people traveling to Bainbridge Island from fifty miles or more one way from their place of residence, or travelling from another country or state outside of Washington State. If appropriate, compare/contrast this impact to actual or estimated number of tourists at your event/facility in 2014 and estimates for 2015.

***When the Museum increased visitor hours and opened new exhibits in 2011, visitation increased by 48%. (See visitor statistics history in 2014 Annual Report page 3.) Maintaining those increased hours has enabled continued attendance growth in 2013 and 2014. Visitation in 2014 increased by 22.6% over the previous year to 14,866. There were 10,436 visitors through the first eight months of 2015, with August setting an all-time record for visitors in a single month. So far, September 2015 has also seen a number of record-setting days. The measurable outcome for 2016 will be actual recorded visitation records.***

- B. Expected impact on or increase in overnight stays on the island. Please include actual or estimated numbers of tourists who will stay overnight in paid accommodations in Bainbridge lodging establishments in 2016 as a result of proposed activities. Please include the basis for any estimates.

***In 2014 the Museum had 3,446 visitors from Washington Residents who did not live on Bainbridge and 6,010 visitors from states other than Washington. We had 1,048 overseas visitors from 74 different countries. 692 visitors reported an overnight stay.***

***In 2015, to date, the Museum has been visited by 2,446 non-Bainbridge Washington residents, 4,006 people from other states, and 664 from other countries. The number of overnight stays reported through August of 2015 is 406. 2016 outcomes will be measured by actual visitation statistics. The basis for these figures is our visitor log which we ask each visitor to record.***

- C. Projected economic impact on Bainbridge Island businesses, facilities, events and amenities (helpful data may be found on the Washington State Department of Commerce website).

***There is no direct information or data that allows us to measure economic impact. Indirect and anecdotal information from visitors as well as comments in our guest book tell us there is a significant impact. Visitors frequently ask***

*docents for recommendations on shops and restaurants. We consistently give suggestions of routes to take and how to see the Winslow area as well as other areas on the island (like nurseries, motels, parks, etc.). Our docents serve as good-will ambassadors.*

*We work closely with the Bainbridge Island Japanese American Community and the Bainbridge Island Japanese American Exclusion Memorial Association to coordinate tours and visits to the Japanese American Exclusion Memorial. We are the contact for phone inquiries about the Memorial. As part of our mission we also coordinate tours and visits for school and other groups to the Day Road Farms. Many of these groups are from Seattle, the University of Washington, Japan and other areas. We know that these activities have a direct economic impact.*

*The museum functions as a de facto visitor center. We have people inquire where the Art Museum and Children's Museum are located, if there is a waterfront trail, where to buy ice cream, souvenirs, etc., and they especially appreciate our immaculate bathrooms! We hand out many island maps, walkabout guides and ferry schedules as well as the Driving Tour and Walking Tour brochures produced by the Bainbridge Island Historical Museum (revised and updated in 2013). We have a large copy of the Chamber of Commerce map of the island mounted in the museum to point out locations of interest on the island as a direct result of inquiries.*

*To obtain a sense of the impact of the museum, and learn more about the island, we invite the LTAC committee to visit the museum, either as a group or individually. Our Executive Director will be happy to provide a personalized tour!*

D. The project's potential to draw visitors to the Island and increase overnight stays during the off-season, i.e. Labor Day through Memorial Day.

*Please see the attached visitation graph which shows the visitation on a monthly basis since 2005. This graph clearly shows the trend in visitation as well as the numbers of visitors for each month. While the visitation is highest for the months of July, August and September, it is ever-increasing for the other months of the year. In 2014, 64% of our visitors came between Labor Day and Memorial Day. The number of our visitors who reported an overnight stay increased by 73.4% between 2013 and 2014.*

E. The applicants' demonstrated history of organizational and project success.

*The best demonstration of history of success is that the museum has been in existence since 1948 and its incorporation in 1978! The growth in visitation, particularly since 2012, demonstrates the success of the funding provided by the LTAC grants for additional hours.*

F. Describe any partnerships with other organizations and businesses in the proposed project – including efforts to minimize duplication of services where appropriate and encourage cooperative marketing.

***We have no specific partnerships for this application, however we partner with numerous organizations on a regular basis.***

***We are members of the Chamber of Commerce and of the Downtown Association. We act as the clearing house and reference location for docents at the Bainbridge Island Japanese American Exclusion Memorial. The National Park Service passport stamp for visitors to the Memorial is maintained at the Museum. The National Park Service Ranger for the Memorial uses the museum as his off-site office location. We distribute maps of how to get to the Memorial and facilitate visits. Our phone number is listed for information about the Memorial. Our exhibits give additional information about this important part of Bainbridge history. The Executive Director of the Museum is a member of the Board of Directors of the Bainbridge Island Japanese American Exclusion Memorial Association. We work closely with the Bainbridge Island School District, local private schools, IslandWood, The Library, Bainbridge Island Arts and Humanities Council, the Senior Center, and Global Source Education. We actively participated and contributed time, effort and historical signage materials to the new Waypoint project at the corner of Winslow Way and Highway 305.***

G. Describe the degree to which the project goals and/or results can be objectively assessed.

***Measurable outcome will be actual recorded visitation records***

H. Describe the degree to which the project will leverage award funds with additional matching funds or donated in-kind goods or services.

***Please see the budget under Item 2., below, which shows the additional funding anticipated and the matching funds, which includes in-kind contributions. We are providing nearly a three to one match.***

## **LODGING/TOURISM FUND APPLICATION Supporting Documentation**

1. Provide a project timeline that identifies major milestones.

***Upon notice of funding, we would continue the hours we have maintained during the past two years. In addition we will have a paid staff person at the museum for seven hours each weekend.***

2. Include a detailed budget for the proposed project itemizing expenses and income. Include the amount requested from the Lodging Tax Fund and identify other sources of funding anticipated or obtained, including matching funds, as well as any in-kind contributions necessary to complete the project.

**Direct Costs being applied for**

**9.8 hr. per week @ \$13.00/hr X 52 weeks**

**= \$11,357**

Admin. support 3 hr. per wk. @ \$17.92/hr	=	2,796
Payroll taxes for above	=	<u>1,704</u>
	TOTAL	= \$15,857
<b><u>Matching costs and in-kind contributions by Museum</u></b>		
Volunteers (2 @ 18 hr. ea. @ \$9.47) x52	=	\$17,728
Curator support 5 hr. per wk.@ \$21.28/hr	=	5,533
Exec. Dir. support 1.5 hr. per wk. @25.76/hr	=	2,009
Additional overhead cost (electrical, water, supplies, etc.)	=	3,750
Payroll taxes on Museum match	=	<u>1,131</u>
	TOTAL	= \$46,108

- If applicable, please describe the project's scalability. How would the project scope and budget be adjusted should the full amount of the LTAC funding request not be awarded? Please provide specifics. **If this information is not provided, the award committee will not consider alternative levels of funding.** ***Should LTAC funding request not be awarded, the BIHM board would have to decide whether to reduce hours of operation. This would depend on the actual amount received and the willingness and ability of the board to increase fundraising efforts. For the last few years, the BIHM board has assumed responsibility to replace funding that used to come from the city through grants administered by Bainbridge Island Arts and Humanities Council; as recently as 2008, this amount was \$36,625. Please see budget and expense exhibits for amounts raised through various fundraising activities which accounts for a large portion of the museum's annual budget.***
- Provide copies of your organization's 2014 income/expense summary and 2015 budget.  
**See Attached**
- Provide an estimate of 2015 revenue and expenses.  
**See Attached**
- Letters of Partnership – Include letters from any partnering organizations committing to joint sponsorship of the application and specifying their intended activities.  
**See Attached Letter of Support.**

## 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 Recipient, its officers, employees and agents:

A. 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.

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

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

Before commencing work and services, the Recipient shall provide to the person identified in Section 17 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 Recipient. 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 Recipient, 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/16/2016

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 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).

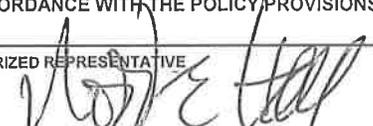
<b>PRODUCER</b> Bainbridge Insurance Agency PO Box 10698 724 Ericksen Ave NE Suite 201 Bainbridge Island, WA 98110	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 206-842-2644 E-MAIL ADDRESS:	FAX (A/C, No): 206-842-9326													
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<b>INSURED</b> Bainbridge Historical Society 215 Ericksen Ave NE Bainbridge Isl, WA 98110															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		01-CI-275829-7	10/17/2015	10/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		01-CI-275829-7	10/17/2015	10/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	STOP GAP	10/17/2015	10/17/2016	PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	D&O			EPP1109359	01/01/2016	01/01/2017	D&O 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Bainbridge Island is listed as additional insured, primary and non contributory

<b>CERTIFICATE HOLDER</b>  CITYOFB  City Of Bainbridge Island 625 Winslow Way E Bainbridge Isl, WA 98110	<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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