

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 Housing Resources Bainbridge, a Washington State nonprofit corporation (“Service Provider”).

WHEREAS, the City desires to assist the Service Provider by providing funds for the homeownership program in the City of Bainbridge Island; and

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

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

1. SERVICES BY SERVICE PROVIDER

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

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

2. TERM AND TERMINATION OF AGREEMENT

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

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

3. PAYMENT

A. The City shall pay the Service Provider Twenty-Six Thousand Dollars (\$26,000.00) for all services performed under this Agreement, to be billed quarterly. The Service Provider shall execute this Agreement by March 31, 2019, in order to receive funding for 2019-2020.

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

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

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

4. REPORT ON EXECUTION OF SERVICES

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

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

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

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

5. INSPECTION AND AUDIT

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

6. INDEPENDENT CONTRACTOR

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

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

7. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

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

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

8. OWNERSHIP OF WORK PRODUCT

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

9. GENERAL ADMINISTRATION AND MANAGEMENT

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

10. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

11. INSURANCE

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

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

12. SUBLETTING OR ASSIGNING CONTRACT

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

13. EXTENT OF AGREEMENT/MODIFICATION

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

14. SEVERABILITY

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

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

15. FAIR MEANING

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

16. NONWAIVER

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

17. NOTICES

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

To the City: City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Manager

To the Service Provider: Housing Resources Bainbridge
P.O. Box 11391
Bainbridge Island, WA 98110
Attention: Phedra Elliott

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.

HOUSING RESOURCES BAINBRIDGE

CITY OF BAINBRIDGE ISLAND

Date: 3/4/2019


Date: February 28, 2019

By: 

By: _____

Name: PHEDRA R. ELLIOTT

Morgan Smith, City Manager

Title: EXECUTIVE DIRECTOR

Tax I.D. #: 95-0068013

ATTACHMENT A
SCOPE OF SERVICES

I. Statement of Purpose

Describe the community needs that the proposed program seeks to address, and the projected short- and long-term impacts. Please document and cite relevant and up- to-date City documents (2016 Community Needs Assessment), demographic or research sources, etc.

The Homeownership Program serves two purposes:

- 1. To prepare potential homebuyers for homeownership in HRB's Community Land Trust.*
- 2. To provide stewardship to the homes and current owners in HRB's Community Land Trust*

HRB has been working over the last year to build and expand both portions of the Homeownership program. In order to achieve these goals, the program needs ongoing monetary support.

The first purpose is to prepare potential homebuyers for homeownership in HRB's Community Land Trust Housing.

HRB currently has 42 units of homeownership housing. The homebuyer is income qualified at low or moderate income and purchases the improvement (the house) and HRB retains ownership of the land under the home and leases that land to the homeowner under a long term, 99 year ground lease. This model of ownership allows the home to be sold affordably to the initial buyer and also keeps the home affordable to subsequent buyers in perpetuity, using rules and restrictions in the ground lease signed at closing. The ground lease requires the owner, when they are ready to sell the home, to sell it to another income qualified buyer at a resale price that is based on the formula stated in the ground lease. This ensures that the home stays affordable in perpetuity and that it houses low and moderate income citizens, providing them an opportunity for homeownership that they would otherwise not be able to attain on Bainbridge Island. Owners obtain mortgage loans through our partner banks and must be able to qualify for a standard mortgage just as any other homebuyer does. HRB works as a partner with the lender and the buyer to ensure that all parties understand the loan, the workings of the CLT and to get the loan to closing.

Many potential buyers apply for homeownership housing at HRB but are not mortgage ready. They may need assistance with budgeting, debt reduction, and/or improvement of credit score. Most are first time homebuyers and need education around owning a home and having a mortgage. Our homeownership program addresses these needs and helps applicants to become pre-approved for a mortgage, to understand the home buying process, to understand the long term responsibility of being a homeowner, how a home-owner's association works and to understand the rules and restrictions of owning a Community Land Trust home.

The second purpose of the Homeownership Program is to provide stewardship to the CLT homes in our portfolio and to the homeowners that own those homes. The purpose of a CLT is to have homes that remain viable and affordable in perpetuity to serve the whole community. Stewardship includes a myriad of activities including:

- Monitoring owners to ensure that they are using the home as their primary residence and that they are current on their mortgages and taxes and*

offering assistance in the event of loss of income that could result in foreclosure.

- Ensuring that homeowners are planning ahead for large maintenance needs, such as roof replacement or house painting. Homeowners pay into a repair reserve fund managed by HRB for these maintenance items but must also make an effort to save additional funds on their own for this purpose.*
- Assisting owners with selling their homes to a ready buyer from our waiting list.*
- Helping owners to find and work with contractors as needed for home maintenance needs and repairs*
- Training homeowners to manage small home maintenance repairs*
- Educating homeowners on regular home maintenance needs.*
- Working with the Ferncliff Village Homeowners Association to manage common space at Ferncliff Village.*

The Homeownership Program addresses the need to provide and prepare homeowners to own an affordable CLT home on Bainbridge Island. The 2016 Housing Needs Assessment stated that affordable housing was a major concern on Bainbridge Island. With the BI median house price being over \$800,000, HRB currently has a waiting list of 37 families seeking homeownership on Bainbridge Island that is affordable. HRB has added 42 units of affordable homeownership to the community and is working to add more units. We need to prepare buyers to own those units and we need to steward those units that we have to keep them viable forever. In the short term, we will be helping potential homeowners become mortgage ready and fully prepared to be homeowners. In the long term, more of our citizens who want and need to live here will be able to have the stability that homeownership brings and the community as a whole will be able to gain or keep citizens who are contributors and important parts of the fabric of Bainbridge Island. Through stewardship of the homeowner and the CLT homes, HRB is working to help the owner stay in and maintain their home and ultimately keeping these affordable homes viable for the community in perpetuity, so that future owners will benefit too.

II. Program Summary

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

The funds will provide salary support, training dollars, funds for marketing materials, and administrative funds for the HRB's Homeownership Program. Though HRB will be the recipient of the funds, those that will benefit are the owners of HRB's CLT homes, the potential homebuyers who apply to purchase a CLT home from HRB's program, and ultimately the entire Bainbridge community who will have affordable homes for ownership in perpetuity. A Community Land Trust benefits the entire community.

2. How will recipients access those services?

Applicants access the homeownership program by contacting our office by phone, email, or in person. They are able to complete the application which includes information regarding income eligibility. We analyze income, assets, and debt to determine their eligibility for the program and their readiness to purchase a home. We work with the applicant to help them with a plan to become mortgage ready if they are not, and provide resources for budgeting, assistance with credit and debt

reduction. We educate them about CLT homeownership, the ground lease that is signed at closing, and expectations that come with living in a CLT home and neighborhood. Once a house is available for purchase, we work with the buyer, the seller, real estate agents and lending partners to facilitate the transaction. Once a buyer becomes a homeowner, they have access to the stewardship supports that we offer. We are in touch with our owners at least once per year and work with individual owners and the Homeowner's Association on stewardship activities ongoing.

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

We currently have 77 homeowners and 76 individuals on our waiting list. Based on current American Communities Survey data approximately 47.8% of Bainbridge Islanders are eligible for our homeownership program. In theory, all of them could be served by this program by applying for a home and working with us to become mortgage ready, but that is obviously unlikely. As we work to add homes to our CLT and market homeownership opportunities, we anticipate growing our waiting list and increasing homeownership. Based on this, we would estimate that 5-10% of the eligible population could be served by the program in the coming 2 years.

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

Though anyone is allowed to apply for our Homeownership Program to become a CLT homeowner, 95% of our current owners were Bainbridge Island residents prior to becoming an owner here. 90% of those currently on our waiting list are also current Bainbridge residents or work on Bainbridge Island and hope to move closer to their jobs.

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:
 - 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.

The Homeownership Program fits the definition of Human Services in the Comprehensive Plan because preparing for and becoming a homeowner in our Community Land Trust provides housing stability with a decent and safe home that is affordable to the homeowner at their level of income. The mortgage is a long term fixed mortgage which protects the family from rising rent and displacement. When families are secure in their housing, they are then able to achieve in all other areas of life – work, school, family relationships, and community contribution. This leads to positive outcomes for both adults and

children within the family. The greater island community benefits from having its important citizens be able to live closer to their employment and become a deeper and contributing member of the community. HRB's Homeownership Program is a permanent program that we offer.

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

Funding this program will enable HRB to foster homeownership on Bainbridge Island for a population where homeownership is out of reach. Owning a home in the community where one works is empowering and contributes to feeling valued and becoming more engaged in the community. Citizens who are welcomed and living in the community can then give back and participate in local activities such as school and volunteer functions.

7. If other community partners have an essential role in the delivery of proposed program or services, briefly describe their role and commitment (financial and/or non-financial)

HRB partners with the Washington State Housing Finance Commission to provide homebuyer education and counseling. We work with our lender partners, such as Homestreet Bank, Guild Mortgage, and Fairway Mortgage Corporation to help qualify our clients for financing. Our partners at Windermere Bainbridge provide real estate services during the sale of homes and waive their commissions for these transactions, which is beneficial to the buyer and seller. Pacific Northwest Title is our escrow and title agent and generously discounts their services.

III. ORGANIZATIONAL STRENGTH

Describe your organization's ability and qualifications to deliver the proposed services in your funding request, and the resources you will dedicate to evaluate the funded activities progress and outcomes to determine success and learnings. Include efforts to coordinate these services with other agencies. Refer to past service record, accomplishments, and learnings, where applicable.

HRB has provided affordable housing solutions to the people of Bainbridge Island for almost 30 years. Our Executive Director has worked in affordable housing for more than 10 years. The manager of the Homeownership Program is a licensed real estate agent and has more than 20 years of experience in the field of housing and homelessness services. We have successfully built and sold 42 units of housing to income qualified buyers at our Ferncliff Village project and the Sparrows Condominiums on Knechtel Way. HRB also owns and operates 42 units of rental housing and we are a partner in another 48-unit property. We have developed relationships with partnering businesses and other agencies such as Kitsap Community Resources, Housing Kitsap, numerous local banks and lenders, Windermere Bainbridge, Pacific Northwest Title, and American Financial

Solutions, to name a few. Our experience developing Ferncliff Village and Sparrows over the last 10 years has provided a wealth of experience and lessons learned for future projects and future applicants and for the homes we are currently stewarding.

IV. DESIRED OUTPUTS, OUTCOMES and ASSESSMENT

Please complete the following chart to estimate realistic and achievable:

- Outputs - defined as number served or amounts, quantitative in nature)
- Outcomes - how you will gauge success and demonstrate project impact in terms of meeting priorities and needs. Whenever possible, present as measurable data or other objective means of assessment. Please also include how you track these outcomes.

[Applicant and Program Name]		
OUTPUTS AND OUTCOMES CHART		
Program Activities or Services	Annual Goal: Unduplicated Bainbridge Residents Served (Outputs)	Outcome of Receiving this Program/Service (Outcomes)
<p><i>Prepare potential Homebuyers for Homeownership in HRB's Community Land Trust</i></p>	<p><i>Year 1: 20 households (total)</i></p> <p><i>Year 2 – 26 households (total)</i></p>	<p><i>Year 1 – We will work to prepare the 20 households on our current waitlist for homeownership. We will add 5 additional households to the waiting list for homeownership and work to prepare them for homeownership. At least 8 of these households will become homeownership ready.</i></p> <p><i>Year 2 – We will continue work with those on the waiting list to prepare them for homeownership and we will add 5 additional households to the waiting list and work to prepare them for homeownership. At least 8 households will become homeownership ready.</i></p>

<p>Provide stewardship to the homes and current owners in HRB's Community Land Trust</p>	<p>Year 1 – 42 households (or more if we are able to add more CLT units to our portfolio.)</p> <p>Year 2 – 42 households (or more if we are able to add more CLT units to our portfolio.)</p>	<p>Year 1 – All households will be informed on the value of their home should they decide to sell, and the amount of funds in the repair reserve, as well as the process around selling or accessing funds for repair needs. All homeowners will receive training on annual and long term home maintenance needs. HRB will monitor to ensure mortgage payment and residency requirements of the ground lease. HRB will work with the Ferncliff HOA to continue to strengthen the HOA and move toward greater independence and leadership.</p> <p>Year 2 - All households will be informed on the value of their home should they decide to sell, and the amount of funds in the repair reserve, as well as the process around selling or accessing funds for repair needs. All homeowners will receive training on annual and long term home maintenance needs. HRB will monitor to ensure mortgage payments and residency requirements of the ground lease. HRB will work with the Ferncliff HOA to continue to strengthen the HOA and move toward greater independence and leadership. HRB will add 1-2 classes for homeowners to learn aspects of home maintenance.</p>
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HOUSING RESOURCES BAINBRIDGE HOMEOWNERSHIP PROGRAM ACTUAL BUDGET 2019-2020

Expense Category	Actual Year 1 (2019)		Actual Year 2 (2020)						
1. Human Resources(Staff Salaries, Benefits, Training)	\$10,500.00		\$12,000.00						
2. Marketing Materials	\$0.00		\$0.00						
3. Indirect Administrative Costs	\$1,500.00		\$2,000.00						
TOTAL	\$12,000.00		\$14,000.00						
Item 1 - Funds will pay for staff salaries, benefits, and training									
Item 2 -Materials are items such as postage and supplies for homeownership program trainings and classes.									
item 3 - Expenses for indirect administrative costs to HRB									

V. PROGRAM EVALUATION PLAN

How often does your organization evaluate the effectiveness of its programming and by what means does it gather this information or data?

We collect data and statistics on this program ongoing and review that information on a quarterly basis. We use a system called HomeKeeper that is a part of our Salesforce database system to enter applicants for this program and to track their progress toward homebuyer readiness.

1. What is the total of your agency's estimated budget for FY 2019?
\$870,000
2. What portion of your total agency budget does the Year 1 request represent?
3%
3. How have the services you are requesting been funded for in the past three years?

This program is new to HRB. The staff time spent selling homes to current homeowners was funded as part of the Ferncliff Village Construction project. In 2018, staff has spent

less than 10% of time on this program, which was funded by private contributions.

4. List other public or private sources of funding you are seeking and have secured to support proposed program or services? Please identify the amount of cash match your organization intends to obtain to leverage City funding to sustain your program or services.

HRB is applying for grant funding for this program through various foundations and grantors. We expect to obtain \$9,500- \$10,500 in additional funding for this program.

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

HRB developed this program several years ago but did not have the funding or the capacity to build or implement it fully. If we do not receive this funding, we will be forced to put the program aside until we can find the means to initiate it.

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

The Service Provider shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

D. Minimum Amounts of Insurance

The Service Provider shall maintain the following insurance limits:

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

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Service Provider to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Service Provider from the City.

J. City Full Availability of Service Provider Limits

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sears & Associates, Inc. 115 Hall Brothers Loop NW Suite 109 Bainbridge Island, WA 98110	CONTACT NAME: Paula Carpine PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: paula@searsandassociates.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Western National Mutual Insurance Co	NAIC # 15377
INSURER B : Philadelphia Indemnity Ins Co.	18058
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Housing Resources Bainbridge
 PO Box 11391
 Bainbridge Island, 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Prod/Comp Ops GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPP0020241	7/18/2018	7/18/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
PRODUCTS - COMP/OP AGG	\$ 2,000,000							
	WA STOP GAP						\$ 1,000,000	
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP1158841	7/18/2018	7/18/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB1004622	7/18/2018	7/18/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Directors & Officers			PHSD1364149	7/18/2018	7/18/2019	Each Claim Limit	1,000,000

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

City of Bainbridge Island is included as additional insured for Commercial General Liability coverage as respects named insured's operations

CERTIFICATE HOLDER

CANCELLATION

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

**ADDITIONAL INSURED – DESIGNATED
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):

CITY OF BAINBRIDGE ISLAND
280 MADISON AVENUE NORTH
BAINBRIDGE ISLAND WA 98110

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

March 11, 2019

WA UBI No.	601 180 970
L&I Account ID	995,489-00
Legal Business Name	HOUSING RESOURCES BAINBRIDGE
Doing Business As	HOUSING RESOURCES BOARD BAINBR
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2018 "7 to 10 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	HOUSIRB836D9
License Expiration	03/29/2021

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation

dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).