

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 Kitsap Legal Services, a Washington State nonprofit corporation (“Service Provider”).

WHEREAS, the City desires to assist the Service Provider by providing funds for general operating support; 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 January 31, 2025 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, 2023 through December 31, 2024.

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 seventeen thousand dollars (\$17,000) for all services performed under this Agreement, to be billed quarterly. The Service Provider shall execute this Agreement by February 28, 2023 in order to receive funding for 2023-2024.
- 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 2023 activities, the annual report will be due on January 17, 2024. For 2024 activities, the annual report will be due on January 15, 2025. 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.

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.

KITSAP LEGAL SERVICES

CITY OF BAINBRIDGE ISLAND

Date: 2/28/2023

Date: 2/2/23

By: Jouane E. Sprafke

By: Blair King
Blair King, City Manager

Title: Executive Director

Tax I.D. #: 04-3633459

ATTACHMENT A
SCOPE OF SERVICES

**CITY OF BAINBRIDGE ISLAND
2023 – 2024 HUMAN SERVICES FUNDING PROGRAM PROPOSAL**

Applicant Organization Name: Kitsap Legal Services _____

Proposal Contact Person: Joanne Sprague _____ Position/Title: Executive Director _____

Email Address*: executivedirector@kitsaplegalservices.org _____

**Note: All communication regarding this proposal and any questions will be communicated using the email address you provide above. Please make sure you are monitoring it.*

Are you applying with a fiscal sponsor? ** (y/n) No _____ **If yes, complete Fiscal Sponsor section below.

Mailing Address: 500 Pacific Ave. _____

Address Line 2: Suite 401 _____

City: Bremerton _____ State: WA _____ Zip Code: 98337 _____

Phone (work or daytime): 360-373-0086 _____

Are you a 501(c)(3) nonprofit organization? (y/n) Yes _____ Organization Tax ID#: 04-3633459 _____

Year established: 1989 _____ Number of years continuously operating: 33 years _____

Are you now being funded by another program of City of Bainbridge Island? (y/n) No _____

If so, by what program and in what amount? _____

****Fiscal Sponsor** (Only complete this section if this proposal will be submitted through a fiscal sponsor.)

Organization Name: _____

Contact Person: _____ Position/Title: _____

Email Address: _____

Phone (work or daytime): _____

Mailing Address: _____

Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Are you a 501(c)(3) nonprofit organization? (y/n) _____ Organization Tax ID#: _____

Year established: _____ Number of years continuously operating: _____

Are you now being funded by another program of City of Bainbridge Island? (y/n) _____

If so, by what program and in what amount? _____

Proposal Information

Proposal Title: General Operating Support for Kitsap Legal Services _____

Brief Description of Request: "To support..."the provision of free legal services to the low income residents of Kitsap County to help ensure and maintain safety, housing, and economic stability." _____

Total Amount Requested: \$ 40,000 \$17,000 _____

Amount of City Funding Requested: 2023: \$ 20,000 \$8,500 _____ 2024: \$ 20,000 \$8,500 _____

Project Support

General Operating Support

Authorized Signature: Joanne E. Sprague _____ Date: 9/29/2022 _____

Print Name: Joanne Sprague _____

Kitsap Legal Services

Request for Human Services Funding 2023-2024

I. STATEMENT OF PURPOSE

The charitable purpose and mission of Kitsap Legal Services is to improve access to civil law matters for low-income residents of Kitsap County at little or no cost through work by volunteer attorneys and community volunteers. We pursue our mission by assisting our low-income neighbors with their legal issues, such as domestic violence fallout; family law, including separation, divorce, child custody and support; eviction defense; estate planning; guardianships; employment; and myriad of other legal issues.

Kitsap Legal Services provides legal services to individuals at or below 200% of the federal poverty line. Some specialized funding may have different income guidelines.

There is great need for civil legal aid services. In 2015, the Civil Legal Needs Study, commissioned by a special committee of the Washington State Supreme Court, found that seven in ten low-income households in Washington State face at least one significant civil legal problem each year. The average number of problems per household is 9.3.

A current priority for our program is eviction defense. The COVID-19 pandemic created a housing crisis. Across the state we were expecting a tsunami of evictions. To prevent this tsunami, the Washington Legislature enacted new tenant protections, and directed millions of dollars to rental assistance. Money was also provided for civil legal aid. As a result, in 2021, we received money to hire two staff attorneys to represent low-income tenants facing eviction. These tenant protections and services have curtailed the number of evictions, but rental assistance money is coming to an end. When the rental assistance funds are depleted, which is expected in early 2023, we expect the number of evictions to greatly increase.

II. PROGRAM SUMMARY

1. The requested funds will go toward providing free legal services to individuals at or below 200% of the federal poverty level. Funds are needed to staff our organization. Our staff does outreach to inform people of our services, they talk with people that contact our organization, inquire about their legal needs, and qualify them for our services, they refer non-qualifying individuals to other resources, they recruit volunteer attorneys to provide free legal services, they schedule appointments with clients and volunteer attorneys, and they fundraise to keep our organization running.

Kitsap Legal Services will also increase its outreach to Bainbridge Island. While Bainbridge Island does not have a large number of low-income residents, there are certainly people there that could use our assistance. To increase outreach, we will contact other social service agencies on Bainbridge Island to discuss our services and provide flyers and business cards. We will also ask for advice on the best way to

approach outreach. Pre-pandemic we had occasional contact with Helpline House and we will re-establish that relationship. We will contact Bainbridge Municipal Court to provide some written materials for interested people. The court already has some information about our services on their website. We will also post flyers in public areas around the island where similar information is already posted by other organizations. Finally, we will participate in community and resource events.

2. Recipients can access our services several ways, including calling, emailing, coming into our office, contacting us through a friend or relative, or a referral from another agency. Once we have qualified someone as a client, we will schedule them an appointment with an attorney. The appointment can be by phone, videoconference, or in-person, depending on the preference of the attorney and the preference/ability of the client.

3. In 2020, Bainbridge Island's population was 25,185 with a poverty rate of 3.69% (worldpopulationreview.com), which is about 929 people. KLS provides services to those at or below 200% of the federal poverty level, therefore approximately 2,000 on Bainbridge Island are potentially eligible for Kitsap Legal Services' assistance. It is difficult to estimate the percentage we will be able to serve, but since 2017 we have served between 9 and 15 Bainbridge Island residents each year. Our goal, with increased outreach to Bainbridge Island, is to serve 20-30 each year.

4. In both 2020 and 2021, Bainbridge Island residents accounted for 4% of the overall number of Kitsap County residents that were provided free civil legal aid. Our goal, with increased outreach to Bainbridge Island, is to increase that percentage to 6 – 8%.

5. Our free legal services fits within the definition of human services. Legal services can protect individuals from threats to their housing, safety for themselves and family members, financial security, and emotional security and safety.

Currently, our largest and busiest program is Eviction Defense, where we assign one of two staff attorneys to fully represent tenants facing eviction, whether the tenant has been served an eviction notice or served with a Summons and Complaint to appear in court. Our goal with the free legal representation is to maintain housing, which is a primary human need.

Our next largest program is family law, which includes separation, divorce, child custody, and child support. Clients with these issues are most often given an appointment with a volunteer attorney who will give them advice, help them with paperwork, and guide them through the process. Occasionally, a volunteer attorney will provide direct, full legal representation when the client is not able to represent themselves because of a barrier, such as disability, language, or power imbalance. Family law issues pertain to physical and emotional safety and financial security.

6. This funding will foster improvement in the range and quality of health, housing and/or human services on Bainbridge Island. Our free legal services help individuals and families resolve important issues, such as housing, family safety, and estate planning. These important issues are vital to the health and well-being of all people, especially those without the means to pay for legal assistance. By helping those without means, we bring up the quality of life for all.

7. Much of the work Kitsap Legal Services does relies on partnerships with other agencies. For example, with Eviction Defense we work with Kitsap Community Resources, who provides rental and housing assistance to our clients. With domestic violence situations, we work with the YWCA, who provides shelter and advocacy services. We partner with Peninsula Community Health Services, as part of a Medical Legal Partnership, to take referrals for their clients that are facing legal issues.

These partnerships are not formal and there is no financial commitment. It is simply a recognition that people do not have legal or medical or safety issues in a vacuum. There is often another facet of the issue that needs to be addressed. It is important for agencies and organizations to work together to provide holistic/wholistic services to the most vulnerable in our community.

III. ORGANIZATIONAL STRENGTH

Kitsap Legal Services was founded in 1989 and acquired its 501(c)3 status in 2002. Historically we have been a volunteer lawyer program, where we coordinate appointments between low-income individuals with volunteer attorneys in the community. In 2021, with the looming eviction crisis due to the COVID-19 pandemic, we received federal and state funds to hire staff attorneys to provide eviction defense legal services. The state funding should continue to be stable due to changes in the law that provide for the appointment of attorneys to represent low-income tenants facing eviction in court. With the addition of staff attorneys we have also had to expand our infrastructure, including a larger office space, more desks and furniture, computers, phones, and staff to support the attorneys and increased volume of calls.

The number of clients that we have served over the last few years has fluctuated as we have suffered through the COVID-19 pandemic, and growing pains. As we approach the end of 2022, we are stabilized in our growth and we have re-structured our organization to sustain the growth and move forward. This stabilization is seen in the increase of clients we have seen in 2022.

<u>Year</u>	<u># of Clients (closed cases)</u>
2019	426
2020	290
2021	229
2022	334, so far, with an additional 262 open/active clients

While the number of clients served may appear low, our number of contacts with the public is much higher. For instance, in 2021, we received approximately 1,000 unique contacts. Of that 1,000, 229 became clients and received direct legal services, 471 received resources or were referred to other services, and 300 were lost along the way by either not returning contact from us, cancelling their request for services, or missing their appointment.

The requested Operating Funds will go toward our general operating budget. These funds pay for expenses not covered specifically by other restricted funds, including overhead expenses related to

running the organization, such as rent, salaries, benefits, insurance, postage; and outreach, which can include mileage and printing.

As part of our everyday practice, our organization keeps detailed data on our clients using a database called LegalServer. As part of our intake, we gather extensive demographic information, which, of course includes where the client resides. The reporting for this grant will rely mostly on the total number of clients served, and the number of clients residing in Bainbridge Island, all of which is data that we already collect.

IV. DESIRED OUTPUTS, OUTCOMES, and ASSESSMENT

Kitsap Legal Services—General Operating Support		
OUTPUTS AND OUTCOMES CHART		
Program Activities or Services	Annual Goal: Unduplicated Bainbridge Residents Served (Outputs)	Outcome of Receiving this Program/Service (Outcomes)
(1) Increase outreach to Bainbridge Island	Year 1: 20-30 low-income BI residents Year 2: 25-35 low-income BI residents	Year 1: 20-30 low-income BI residents will receive free legal services Year 2: 25-35 low-income BI residents will receive free legal services Tracking tool: LegalServer
(2) Continue providing high quality legal services to low-income residents of Kitsap County	Year 1: 20-30 low-income BI residents Year 2: 25-35 low-income BI residents	Year 1: 20-30 low-income BI residents will receive free legal services Year 2: 25-35 low-income BI residents will receive free legal services Tracking tool: LegalServer

V. PROGRAM EVALUATION PLAN

Kitsap Legal Services evaluates the effectiveness of its programming through several methods. For the eviction defense program, where staff attorneys provide full representation, we evaluate the effectiveness of the case by looking at the outcome. Was a favorable outcome negotiated or ordered? Was money saved? Was rental assistance received? Was the tenancy maintained? These outcomes are recorded in our LegalServer database.

For other programs that do not involve full representation, we send out a short survey for clients to complete, so that we can receive feedback on our services.

For this funding we will maintain our legal services across Kitsap County and increase our outreach to Bainbridge Island in order to increase the number of low-income people from Bainbridge Island that we serve. To evaluate this outcome, we will look to our database, LegalServer, to see our total number of clients and the total number of clients from Bainbridge Island.

I have reviewed the original scope of our proposal submitted in September. With the funding decision of \$17,000 for 2023-2024, there are no changes to the scope and goals of our program. Kitsap Legal Services will increase outreach to Bainbridge Island and our target remains to serve 20-30 low-income residents of Bainbridge Island in 2023, and 25-35 low-income residents of Bainbridge Island in 2024.

Program Budget (2023-2024)

\$ 2,000.00	Outreach
<u>\$15,000.00</u>	<u>Operating Expenses</u>
\$17,000	Total

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09/26/22

Accrual Basis

Kitsap Legal Services
Balance Sheet
 As of September 26, 2022

	Sep 26, 22
ASSETS	
Current Assets	
Checking/Savings	
Checking - Kitsap Credit Union	97,512.56
Paypal	1,031.07
Petty Cash	415.10
Savings - Kitsap Credit Union	5,001.51
Stripe Credit Card Processing	40,508.42
Total Checking/Savings	144,468.66
Accounts Receivable	
Accounts Receivable	27,265.62
Total Accounts Receivable	27,265.62
Other Current Assets	0.00
Total Current Assets	171,734.28
Fixed Assets	
Accumulated Depreciation	-6,066.58
Fixed Assets	
Computer Software	4,614.81
Furniture	1,161.74
Office Equipment	1,931.29
Total Fixed Assets	7,707.84
Total Fixed Assets	1,641.26
TOTAL ASSETS	173,375.54
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Wages & Taxes	16,447.10
Direct Deposit Liabilities	-1,706.13
Payroll Liabilities	
Federal Taxes (941/944)	3,852.89
WA Paid FMLA Tax	494.10
WA SUI Employer	1,288.28
WA Workers Compensation	604.06
Payroll Liabilities - Other	434.37
Total Payroll Liabilities	6,673.70
Total Other Current Liabilities	21,414.67
Total Current Liabilities	21,414.67
Total Liabilities	21,414.67
Equity	
Opening Bal Equity	274.67
Retained Earnings	145,891.12
Net Income	5,795.08
Total Equity	151,960.87
TOTAL LIABILITIES & EQUITY	173,375.54

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09/29/22

Cash Basis

Kitsap Legal Services

Profit & Loss Budget Overview

January through December 2022

	Jan - Dec 22
Ordinary Income/Expense	
Income	
Income	
Bank Interest	0.00
Donations	
Amazon Smiles	100.00
Board Meeting Expense Reimburse	0.00
Facebook Campaigns	500.00
Fred Meyer Donations	25.00
GiveBig WA Fundraiser	1,000.00
Individual Donations	10,000.00
Kitsap Great Give	1,000.00
One Call For All	6,500.00
PayPal	3,500.00
United Way	100.00
Total Donations	22,725.00
Events	
CLE	
2021 Title 26 GAL Certification	25,000.00
2021 Title 26 Recertification	7,000.00
Total CLE	32,000.00
Silent Auction	20,000.00
Trivia Night	3,000.00
Total Events	55,000.00
Grants	
Bainbridge Community Foundation	10,000.00
Kitsap County Housing Stability	100,000.00
Legal Foundation	
Annual Partnership Grant	0.00
COVID-19 Eviction Defense Grant	85,000.00
Salary Parity	0.00
Legal Foundation - Other	109,300.00
Total Legal Foundation	194,300.00
Misc Grants	0.00
OCLA RTC Grant	250,000.00
Total Grants	554,300.00
Total Income	632,025.00
Total Income	632,025.00
Gross Profit ,	632,025.00
Expense	
Expenses	
Advertising	
Outreach/Public Relations	0.00
Total Advertising	0.00
Events' Expenses	
CLE Expense	
Title 26 GAL Certification	2,000.00

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09/29/22

Cash Basis

Kitsap Legal Services
Profit & Loss Budget Overview
January through December 2022

	<u>Jan - Dec 22</u>
Title 26 Recertification	100.00
Total CLE Expense	2,100.00
Silent Auction Expenses	200.00
Total Events' Expenses	2,300.00
Insurance	
Liability Insurance	750.00
Total Insurance	750.00
Office Expenses	
Maintenance & Repairs	0.00
Merchant Processing Fees	1,200.00
Moving expenses	0.00
Postage and Delivery	500.00
Rent - Office Space	76,326.00
Research Subscriptions	1,200.00
Shredding Service	0.00
Supplies & Software	1,500.00
Telephone & Internet	4,200.00
Total Office Expenses	84,926.00
Professional Fees	
Accounting	3,000.00
Contract Attorney Fees	60,000.00
Total Professional Fees	63,000.00
Total Expenses	150,976.00
Licenses and Permits	100.00
Litigation Expense	500.00
Payroll Expenses	
Employee Benefits	
Medical	20,000.00
Total Employee Benefits	20,000.00
Payroll Subscription	1,000.00
Taxes	40,000.00
Wages	371,130.00
Total Payroll Expenses	432,130.00
Travel & Ent	1,000.00
Total Expense	584,706.00
Net Ordinary Income	47,319.00
Net Income	<u>47,319.00</u>

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.

