



**Fishline**

Food Bank & Comprehensive Services

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## Associate Master Agreement

### Fishline Comprehensive Services Center

#### I. Introduction

This Master Agreement (the “Agreement”) is made and executed this 30<sup>th</sup> day of April, 2022 by and between North Kitsap Fishline (Fishline), a Washington 501c3 non-profit corporation and Kitsap County Division of Aging and Long-Term Care (Associate), a Washington non-profit corporation. It documents the terms and conditions for Associate’s participation in the Comprehensive Services Center (CSC) Program (“The Program”) located on the Fishline campus in Poulsbo, WA.

In addition to the contents of this document, the Master Agreement encompasses the following attachments:

Attachment 1: Occupancy Agreement

Exhibit A: Space description and costs

Exhibit B: Building Rules and Regulations

#### II. Program Description

The CSC is a “shared services” facility designed to house multiple health, educational and social services agencies on a full or part-time basis and serve qualifying clients (each agency will define their own qualifications for clients they serve). It fills the large coverage gap that currently exists and enables clients to receive needed services in Poulsbo and avoid costly, time-consuming trips to other agency locations in South Kitsap.

The CSC is housed in a building constructed by Fishline on our Viking Way campus in Poulsbo. The first floor (7,500 sf) for the building houses Fishline’s expanded healthy foods market (food bank), warehouses and grocery rescue operation. The second-floor houses

19705 NW Viking Ave. - PO Box 1517 - Poulsbo, WA 98370  
360.779.5190 - Fax 360.779.9516 - info@fishlinehelps.org

[www.fishlinehelps.org](http://www.fishlinehelps.org)



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Fishline's administrative offices, full and part-time office space for Associates, and shared client meeting rooms and training facilities.

In addition to office facilities, the CSC is also intended to serve as a platform to facilitate cooperation between participating agencies. Intensive case management and coordination of services are expected to accelerate each client's path to stability and self-sufficiency.

Funding for the building was raised through Fishline's Transforming Lives capital campaign which received generous donations from individuals, businesses and private foundation and grants from the State of Washington. Funding for the on-going operating expenses of the building will be shared by Fishline and participating Associates.

### III. Term of Agreement

This Agreement is executed for a period of two years beginning upon May 1<sup>st</sup> occupancy and may be renewed every two years by mutual consent. Either Fishline or Associate may terminate this Agreement by providing sixty day written notice to the other party.

### IV. Scope of Services provided by Fishline

Associate agrees to provide the following services to all qualifying clients:

- Crisis Counseling
- Individual and Family Case Management
- Care Coordination

### V. Terms of Occupancy

Associate agrees to abide by:

- The terms outlined in Attachment 1 and exhibits (CSC Occupancy Agreement)
- The methods described in the CSC Operations Manual (A document separate from this Agreement)

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- The terms outlined in the Business Associate Agreement (a document separate from this Agreement)

## VI. Business Relationship

Both Fishline and Associate acknowledge that no formal or legal business relationship exists between them other than as explicitly stated in this Agreement and referenced documents. Neither party shall in any way contract or purchase on behalf of or in the names of the other. In the performance of this Agreement, Fishline, its volunteers and its employees are acting independently and not in any manner as officers or employees of Associate. Conversely, Associate, its volunteers, and its employees are acting independently in the performance of this agreement and not in any manner as officers or employees of Fishline.

## VII. Insurance

Associate shall maintain in force at least \$1,000,000 in general liability insurance coverage with general aggregate limits 2x the minimum, specific automobile liability minimum at \$1,000,000. Associate agrees to name Fishline as an additional insured on this policy and provide Fishline with thirty (30) day notice before cancellations or reduction of coverage. Associate will provide a copy of their current Certificate of Insurance upon signing this agreement.

## VIII. Indemnification

Associate agrees to indemnify and hold harmless, Fishline and its officers, volunteers, and employees from any liability or loss arising from the negligence or willful acts of Associates and its officers, volunteers or employees.

## IX. Nondiscrimination

Associate hereby certifies that it is an equal opportunity employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines contained in Revised Order four (4) of the United States Department of Labor. All parties agree not to

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discriminate in any manner against any employee or applicant for employment because of race, color, religion, sex, familial status, marital status, disability or national origin.

**X. Zero Tolerance**

Fishline and Associate agree to a policy of zero tolerance of sexual harassment of employees, volunteers or clients. Behaviors not condoned include but not limited to: physical contact with another person's body; displaying sexually suggestive pictures or posters; using profane or vulgar language; continuing to ask for contact outside of work after being told no; and telling sexually explicit jokes or stories.

**XI. Other Requirements**

Associate employees shall not use, or give the appearance of using, their positions for their personal gain, or for the personal gain of those with whom they have family, business or other ties.

**XII. Entire Agreement**

This Agreement and the attachments referred to herein, constitute the entire agreement of the parties in connection with the matters which are the subject hereof. Any amendment to this Agreement must be in writing and approved by both parties.

**XIII. Dispute Resolution**

Each party agrees to resolve disputes as follows:

- The disputing party will notify the other party (respondent) in writing of all particulars pertaining to the dispute, and request the other party investigate and respond to this issue.
- The respondent will provide written response to the disputing party within ten (10) business days. If such dispute cannot be resolved by the respondent's response,



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within ten (10) business days after such notification is given, both parties shall meet to discuss the matter and attempt to arrive at a resolution.

- If the parties are unable to resolve the dispute through such discussion within ten (10) business days, both parties agree to enter into third party mediation services.
- Both parties agree that settlement reached during mediation is binding and costs for mediation should be shared equally between both parties
- If settlement is not reached within sixty (60) days after service of written demand for mediation, any unresolved controversy shall be settled by arbitration administered by the American Arbitration Association under its commercial arbitration rules. A single arbitrator shall be chosen and arbitration shall take place in Poulsbo, Washington. Washington state law shall apply. Judgment on this award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

#### XIV. Notices

All notices between Fishline and Associate shall be in writing and shall be delivered to the party who is to receive the same by hand, mail or email to the appropriate address below.

Fishline  
 Kitsap Food Bank and Comprehensive Services  
 19705 Viking Way NE (physical address)  
 PO Box 1517  
 Poulsbo, WA 98370  
 (360) 779-5190  
[director@fishlinehelps.org](mailto:director@fishlinehelps.org)

Associate  
 Kitsap County Division of Aging & LTC  
 1026 Sidney Ave., Suite 105 (physical)  
 614 Division St., MS-5  
 Port Orchard, WA 98366  
 (360) 337-5700  
[sasmith@co.kitsap.wa.us](mailto:sasmith@co.kitsap.wa.us)



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IN WITNESS WHEREOF, Fishline and Associate have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the Effective Date in Item III above.

*[Handwritten Signature]*  
\_\_\_\_\_  
Lori Maxim

Fishline

Executive Director

Date: 4/11/22

*[Handwritten Signature]*  
\_\_\_\_\_  
Doug Washburn

Associate

KC Human Services Director

Date: 4/11/22



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*Occupancy Agreement*

**Exhibit A: Space Description and Costs**

Associate: Division of Aging and Long-Term Care

Describe space to be occupied:

1 exclusive use office (5 days/week)

Monthly Fee (See Fishline Fee Schedule)

	Due at Signing	Due Monthly
Security/Damage Deposit	\$0	
Key Deposit (1 key @ \$25 ea.)	\$n/a	
Set-up Fee	\$n/a	
Occupancy Fee:	\$n/a	
Private Office	\$475	\$475
Shared Space		
Phone/Fax lines	\$50 _____	\$50 _____
_____	_____	_____
_____	_____	_____
Totals:	\$525	\$525

Directory & Private Office Signage Instructions:

How should Associate organization's name appear in the building directory and Exclusive Use Office, if applicable?

Kitsap County Aging & Long Term Care

Initials:   *DW*  

Date:   4/11/22



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*Occupancy Agreement*

*Attachment 1*

## **Exhibit B**

### **Building Rules and Regulations**

*This document is intended to ensure smooth daily operations and establish a shared understanding of how issues outlined in this document will be managed. Our goal is to minimize the time spent on Building management so that all parties can focus on service to clients.*

**SIGNAGE:** No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building without the prior written consent of Fishline. Fishline shall have the right to remove, at Associate's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Associate by a person chosen by Fishline. A Building directory will be provided exclusively for the name and location of Associates.

**DÉCOR:** (paint colors, window coverings, etc.): Tenant needs permission, in writing, to install any curtains, blinds, shades, screens or hanging plants or other similar objects used in connection with any window or door of the Premises. No awning shall be permitted on any part of the Premises. Associate shall not place anything against or near glass partitions, doors or windows, which may appear unsightly from inside or outside of the Premises.

**COMMON SPACE USAGE:** The Associates shall keep any sidewalk, halls, passages, smoke detectors, fire extinguishers, exits, entrances, elevators, escalators, or stairways of the Building free from obstruction. Fishline shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgement of Fishline would be prejudicial to the safety, character, reputation and interest of the Building and its Associates; provided that nothing herein contained shall be construed to prevent such access by persons with whom any Associate normally serves in the ordinary course of its business, unless such persons are engaged in illegal activities. No Associate and no employee or invitee of any Associates shall go up on the roof of the Building.

**SHARED WORK SPACE USAGE:** The Associates shall not allow clients in the shared work space, without prior authorization from Fishline staff.

**CLEANING AND JANITORIAL SERVICE:** All cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Fishline, and except with the written consent of Fishline, no person or persons other than those approved by Fishline shall be employed by Associate or





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## ***Occupancy Agreement***

## ***Attachment 1***

permitted to enter the Building for the purpose of cleaning the same. Associate shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises. Fishline shall not in any way be responsible to any Associate for any loss of property by the janitor or any other employees or any other person.

**ADVERTISING AND OTHER USE OF BUILDING NAME:** Associate shall not use the name “Comprehensive Services Center” in connection with any promotional activities without written permission from Fishline.

**CANVASSING, SOLICITING, DISTRIBUTION OF HANDBILLS, OR OTHER PEDDLING:** Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Building are prohibited without written permission from Fishline.

**DRUG/LIQUOR USAGE:** Fishline reserves the right to exclude or expel from the Building any person, who, in Fishline’s judgment, is intoxicated or under the influence of liquor or illegal drugs or who is in violation of any of the Rules and Regulations of the Building.

**TRASH/GARBAGE:** Associate shall store all its trash and garbage within the Premises. Associate shall not place in any trash box any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with direction issued from time to time by Fishline. Medical waste shall be handled in accordance with Department of Health guidelines, the cost of which shall be billed to the Associate generating such waste.

**COOKING:** Preparation of food is allowed only in shared break room without permission of Fishline.

### **PROTECTION OF THE PREMISES:**

- Associate shall not introduce any noise, vibrations, or noxious odors that are objectionable to Fishline or any other occupants of the Building. Nor shall Associate bring into or keep in or about the premises any birds or animals other than certified service or companion animals. Associate must make available to Fishline MSDS sheets for any chemicals used in their area.
- Associate shall shut off any appliances and close and lock the doors of its space before leaving the Building. Associate is responsible for any damage or injuries sustained by other Associates or occupants of the Building or by Fishline for noncompliance with this rule.
- The toilet rooms, toilets, washbowls and other apparatus shall not be used for anything other than the intended purpose and no foreign substance of any kind shall be thrown therein. The



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**Occupancy Agreement**

**Attachment 1**

expenses of any breakage, stoppage, or damage resulting in the violation of this rule shall be borne by the Associate who, or whose employees, volunteers or invitees, shall have caused it.

- Associate shall not mark, drive nails, screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof. Fishline will repair any such damage and bill the associate for all labor and materials incurred for making the repairs.
- Associate shall comply with all safety, fire protection, and evacuations procedures and regulations established by Fishline or any governmental agency.
- Associate assumes responsibility for protecting the Premises from theft, robbery, and pilferage, which includes but is not limited to keeping doors locked and other means of entry to the Premises closed.

**REPAIRS/WORK BY OUTSIDE CONTRACTORS:** Associates must obtain advance approval from Fishline for any work to be performed by a third-party contractor. No person shall be admitted to Associate's space without specific instructions from Associate.

**KEYS/SECURITY SYSTEM:** Fishline will furnish Associate with keys and/or access codes for the CSC and any private office space. If additional keys or access codes are required, they will be provided by Fishline. Associate may not make or have made any such keys. Further, Associate shall not alter any lock or install a new lock or bolt on any door. Upon termination of occupancy, Associate will deliver all keys to Fishline. Applicable charges will apply for replacement and/or reprogramming of lost keys and/or access codes.

**PARKING:** Associate employees shall not park vehicles in any parking spaces designed for visitors. Associate or their clients/guests/employees shall not leave vehicles in the Building parking areas overnight.

If on-site parking becomes inadequate, it may become necessary for Fishline and Associate employees to park off-site. If so, Associate agrees to cooperate with Fishline in implementing a fair and equitable parking alternative.

**SUPPLEMENTAL HEATING/AIR CONDITIONING:** Associate agrees to cooperate with Fishline to assure the most effective operation of the Building's heating, ventilation and air-conditioning system (HVAC). Associate will not attempt to adjust HVAC controls nor use any supplementary heating or air-conditioning appliances without Fishline approval. Extra charges may apply if Associate requires HVAC services outside of normal business hours.



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## ***Occupancy Agreement***

## ***Attachment 1***

**HOURS:** Business hours for the CSC will be 9:00 am to 5:00pm, Monday through Friday, except for legal holidays. During these times a CSC Front Desk Coordinator will be available to greet incoming clients and guests. Outside of business hours, Associates are responsible for greeting their own guests.

Fishline reserves the right to close the Building at any time if advised to do so by public safety officials.

Associates seeing clients or hosting events after hours are responsible for the safety and security of all personnel in the Building and on the Premises, and, if necessary, bear the cost of additional security personnel.

**DUTIES OF FRONT DESK COORDINATOR/ADMINISTRATIVE PERSONNEL:** CSC Front Desk Coordinators, volunteers and other Fishline personnel have job responsibilities assigned by Fishline management. They are not allowed to provide services to Associates without prior permission of Fishline management.

**CONFLICT RESOLUTION/CULTURE OF RESPECT AND CONFIDENTIALITY:** Fishline has developed a Culture of Respect Statement that outlines the behaviors expected of everyone on the Fishline campus. Associates, their employees and volunteers are expected to follow the principles and guidelines in that document, including the steps for resolution if disrespect occurs. Conflicts should be brought to the attention of Fishline for review. The Fishline Culture of Respect can be found in the CSC Operations Manual.

Associates are required to train employees on rules of confidentiality and Fishline's Culture of Respect and maintain such rules in all communications. In some cases, HIPAA regulations are the guiding principles.

**INSTALLATION OF RADIO, TV ANTENNA AND LOUDSPEAKER OR OTHER DEVICE INSTALLATION:** The Associate shall not install devices of any kind on the roof or exterior walls of the Building. Associate shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere. Associate shall not install, maintain, or operate upon the Premises any vending machine without the written consent of Fishline. Associate shall not configure a wireless network without written consent from Fishline.

**REASONABLE BUILDING RULES AND REGULATIONS:** These Building Rules and Regulations are in addition to and do not in any way modify or amend, the terms, covenants, agreements and conditions contained in the Fishline Master Agreement. Fishline reserves the right to amend or add to these Building Rules and Regulations when, in its judgement, such changes are needed to ensure the safety, security and/or enjoyment of the facility by other Associates and the Fishline organization.



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**Attachment 1**

**CARE AND SAFETY OF CHILDREN:** Each Associate will be responsible for the care and safety of the children of their clients while they are on the Fishline campus. There may be toys and books available to keep the child or children occupied during meetings, but this in no way obligates or creates a responsibility on behalf of Fishline for the care and safety of any child using these items. For purposes of this clause, the definition of a "child" is 15 years or younger.

**WAIVER OF RULES AND REGULATIONS:** Fishline may waive any one or more of these Rules and Regulations for the benefit of Associate or any other Associate, but no such permanent waiver by Fishline shall be construed as a waiver of such Rules and Regulations.

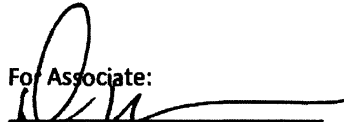
For Fishline:

  
Name

*Executive Director*  
Title

Date: 4/11/2022

For Associate:

  
Doug Washburn

\_\_\_\_\_  
Human Services Director

Date: 4/11/22



Office of Inspector General  
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