

## FINANCIAL CONTRIBUTION AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of February, 2020 by and between Lewis County, a political subdivision of the State of Washington, 351 NW North St., Chehalis, WA hereinafter referred to as "COUNTY" and the Lewis County Seniors, a non-profit 501(c)3 corporation, hereinafter referred to as "L.C. SENIORS" (the COUNTY and L.C. SENIORS are referred to collectively as the "Parties.").

### **Summary**

The COUNTY ceased managing the Senior Services Programs on December 31, 2017, whereupon L.C. SENIORS assumed sole responsibility and control of the financial and operational management of the Senior Services Programs in Lewis County effective January 1, 2018.

### **Background**

Effective January 1, 2018, L.C. SENIORS contracted with the Lewis-Mason-Thurston Area Agency on Aging to provide the Senior Nutrition services in Lewis County.

Lewis County maintains ownership of the five senior center buildings (Twin Cities, Toledo, Winlock, Morton, and Packwood) where L.C. SENIORS currently provide senior services. The COUNTY has entered into a lease agreement with L.C. SENIORS, dated November 20, 2017. The LC Seniors contribute five dollars a year for the use of the facilities.

This agreement addresses the terms and conditions governing the grant made by the COUNTY to L.C. SENIORS for calendar year 2020. The grant proceeds may only be used to support the Senior Nutrition Program to the extent they benefit the poor and infirm.

### **COUNTY agrees to:**

- 1) Contribute sum in the amount of \$50,000 no later than February 28, 2020 to support the Senior Nutrition Program to the extent they benefit the poor and infirm.
- 2) Contribute an additional \$50,000 to the L.C. SENIORS no earlier than June 1, 2020, to be used by L.C. SENIORS solely to support the Senior Nutrition Program services delivered by L.C. SENIORS during the 2020 calendar year. Funding will be released when an official request to the BOCC has been received and the following documents and financial information have been provided:
  - a. Financial statements for 2019 of the Lewis County Seniors, including nutrition and enrichment programs. The final approved budget for 2020 for the nutrition and enrichment programs as provided in the past.

### **L.C. SENIORS agree to:**

- 1) Continue to have full responsibility for the financial and operational management of the Lewis County Senior Services Programs in accordance with state and federal law.
- 2) Execute all agreements, memoranda, contracts, or any other legal obligations with the Lewis-Mason-Thurston Area Agency on Aging and all other entities as necessary to facilitate delivery of the Senior Services Nutrition Programs in Lewis County.

- 3) Provide current and complete financial statements for the L.C. SENIORS (and supporting documentation as requested) nutrition and enrichment programs, as provided in the past at the quarterly meetings with the COUNTY Commissioners.

The Parties agree the grant contribution from the COUNTY to L.C. SENIORS is for the calendar year 2020 only. Lewis County makes no representations of future contributions.

#### **I. Term**

The term of this Agreement shall commence on the 1st day of January 2020, and end on the 31st day of December 2020, unless terminated sooner pursuant to the provisions of this Agreement (hereinafter "the Term"). COUNTY may terminate this Agreement with or without cause at any time by giving written notice to L.C. SENIORS at least ninety (90) days before the effective date of termination. This Agreement may be terminated with or without cause by L.C. SENIORS at any time with thirty (30) days' advance written notice.

#### **II. Recapture Provision**

If L.C. SENIORS fails to comply with any of the terms and conditions of this Agreement, fails to expend funds under this Agreement on the Senior Nutrition Program, or fails to expend funds under this Agreement in accordance with state and federal law, L.C. SENIORS shall repay the COUNTY'S \$100,000.00 grant funds to the COUNTY. The COUNTY shall be entitled to demand recapture and repayment of such misspent COUNTY grant funds pursuant to this Section at any time within three years of the L.C. SENIORS' spending violation. Repayment by L.C. SENIORS of COUNTY funds under this recapture provision shall occur within 30 days of demand. If repayment is not made within the specified timeframe, the COUNTY may secure payment, plus interest, if any, utilizing available legal remedies.

#### **III. Status of Parties**

Both L.C. SENIORS and the COUNTY agree this agreement does not constitute or create a joint venture, joint undertaking, enterprise, or partnership between L.C. SENIORS and the County.

#### **IV. Future Support**

The COUNTY does not make any commitment to future support of L.C. SENIORS. If L.C. SENIORS is interested in future grants, it may apply for them in the same manner and subject to the same terms and conditions as any other grant applicant.

#### **V. Political Activity Prohibited**

None of the COUNTY funds provided under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or any ballot measure.

#### **VI. Reporting Requirements**

On a quarterly basis, L.C. SENIORS shall submit a detailed financial report to the COUNTY during quarterly meetings with the BOCC outlining all expenditures and all revenues associated with the L.C. SENIORS including the Senior Services Nutrition and Enrichment Programs. Upon 30-days' notice the COUNTY may request, and the L.C. SENIORS shall provide, additional financial or other documentation related to L.C. SENIORS activities.

#### **VII. Changes and Modifications**

Either party may request in writing any changes in this Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties, and effective as of execution by the last signing party.

## **VIII. Assignment, Delegation & Subcontracting**

No portion of this agreement may be assigned, delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the other party.

## **IX. Non-Discrimination**

L.C. SENIORS shall not discriminate against any person in providing the Senior Services Programs funded by any COUNTY grant monies on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status including disabled veteran and Vietnam-Era Veteran status, sexual orientation or the presence of any disability unless such disability effectively prevents the performance of the essential functions required of the position.

## **X. Disputes**

It is the goal of the parties to resolve their differences as early and amicably as possible. Any dispute between the parties with regards to the performance of any provision of this agreement or the interpretation thereof shall promptly be brought to the attention of the County Manager or his/her designee and the Chair of L.C. SENIORS or his/her designee, who shall arrange a meeting of appropriate personnel or officials to attempt to informally resolve the matter. They may but need not arrange subsequent meetings on the same issue. If the dispute remains after 30 days, the parties shall attempt to settle the dispute by non-binding mediation within an additional 60 days. The mediation shall be by mutually agreeable terms and shall be exhausted before any suit is filed. Any resolution after mediation or after suit is filed shall be reduced to writing and formally adopted as an addendum to this Agreement. Costs related to mediation shall be shared equally by the parties. Each party shall bear its own attorney fees except as specified in law for frivolous contentions or discovery disputes.

## **XI. Indemnification**

The COUNTY assumes no liability with respect to bodily injury, illness, accident, theft or any other damages or losses to persons or property arising out of or in connection with L.C. SENIORS acts or omissions.

L.C. SENIORS assumes no liability with respect to bodily injury, illness, accident, theft or any other damages or losses to persons or property that arise from or in connection with the COUNTY's provision of senior services before the effective date of this Agreement.

L.C. SENIORS shall defend, protect, indemnify, save and hold harmless the COUNTY, its officers, agents and employees from and against any claims, causes, damages, expenses or liability including reasonable attorney fees for any or all injuries to persons or tangible property arising from or in connection with L.C. SENIORS' acts or omission arising out of or in connection with L. C. SENIORS' provision of the Senior Services Programs, including the actions and omissions of L.C. SENIORS' employees, agents, volunteers, permittees, and authorized subcontractor(s), as well as the acts and omissions of L.C. SENIORS subcontractors' agents, volunteers, permittees, and employees.

The County shall defend, protect, indemnify, save, and hold harmless L.C. SENIORS from and against any and all claims, causes, damages, expenses, or liability including reasonable attorney's fees for any or all injuries to persons or tangible property arising from the sole negligence of the COUNTY'S acts and omissions, including the acts and omissions of the COUNTY'S authorized employees, subcontractors, and volunteers.

## **XII. Venue & Choice of Law**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Cowlitz. This Agreement shall be governed by the laws of the State of Washington. Except as otherwise stated herein, each Party shall be responsible for its own attorneys' fees.

**XIII. Severability**

If any term or condition of this Agreement, or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

**XIV. Waiver**

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the Parties hereto.

**XV. Entire Agreement & Interpretation**

This written Agreement represents the entire Agreement between the Parties respecting financial support from the COUNTY to the LC SENIORS and supersedes any prior oral statements, discussions or understandings between the Parties concerning the same.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto the day and year first above written.

LEWIS COUNTY SENIORS

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

\_\_\_\_\_  
Ronald H. Averill, President of the Board

\_\_\_\_\_  
Gary Stamper, Chairman

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

\_\_\_\_\_  
Edna J. Fund, Vice Chair

By: \_\_\_\_\_  
Civil Deputy

\_\_\_\_\_  
Robert C. Jackson, Commissioner