

FINANCIAL CONTRIBUTION AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of December, 2023, 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 provides senior services. The COUNTY entered into a lease agreement with L.C. SENIORS dated November 20, 2017, to lease the building to L.C. SENIORS for a term of five (5) years (hereinafter "Lease Agreement"). On August 17, 2021, the COUNTY amended the Lease Agreement to extend its term through 2035 unless terminated sooner or extended pursuant to the Lease Agreement.

This agreement addresses the terms and conditions governing the grant made by the COUNTY to L.C. SENIORS for calendar year 2024. The grant proceeds may only be used to support the Senior Nutrition Program to the extent they benefit the poor or infirm.

COUNTY agrees to:

- 1) Contribute a sum to L.C. SENIORS in the amount of \$50,000.00 no later than January 31, 2024, to support the Senior Nutrition Program to the extent that it benefits the poor or infirm; and
- 2) Contribute an additional \$50,000.00 to the L.C. SENIORS no earlier than June 1, 2024, to be used by L.C. SENIORS solely to support the Senior Nutrition Program services delivered by L.C. SENIORS during the 2024 calendar year. Funding will only be released after L.C. SENIORS officially requests the COUNTY for the same, provides the following documents and financial information, and COUNTY is reasonably satisfied with the following:
 - a. L.C. SENIORS' 2023 financial statements
 - b. L.C. SENIORS' final approved budget for 2024 for all programs
 - c. Certification that county funds were used solely for the Nutrition Program

L.C. SENIORS agrees to:

- 1) Continue to have full responsibility for the financial and operational management of the Lewis County Senior Services Programs.
- 2) Execute all agreements, memoranda, contracts, or any other legal obligations with all other entities as necessary to facilitate delivery of the Senior Services Programs in Lewis County.

- 3) Meet with the Lewis County Commissioners on a quarterly basis to review financials, long-term strategic plans for Lewis County Senior Services, grants, other funding opportunities, and other agenda items as requested; and
- 4) Provide current and complete financial statements for L.C. SENIORS (and supporting documentation as requested) on a quarterly basis to the COUNTY, including but not limited to the release of all revenues and all expenses incurred by L. C. SENIORS in delivering the Senior Services Programs year to date in 2024.

The Parties agree the grant contribution from the COUNTY to L.C. SENIORS is for the calendar year 2024 only. Lewis County makes no representations of future contributions.

I. Term

The term of this Agreement shall commence on the 1st day of January 2024, and end on the 31st day of December 2024, 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 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 or L.C. SENIORS fails to expend funds under this Agreement in accordance with state and federal law, L.C. SENIORS shall repay the grant funds to the COUNTY. The COUNTY shall be entitled to demand recapture and repayment of any misspent 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 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 document does not constitute nor create a joint venture, joint undertaking, enterprise, or partnership between L.C. SENIORS and the County, and none of L.C. Seniors' employees shall be construed to be employees of 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 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 COUNTY reasonably acceptable to County outlining all expenditures and all revenues associated with all of L.C. SENIORS activities, including but not limited to 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

Differences between L.C. SENIORS and COUNTY arising under and by virtue of this Agreement shall be brought to the attention of the Lewis County Manager or his/her designee at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

XI. Indemnification

The COUNTY assumes no liability, and L.C. SENIORS agrees not to pursue any claims against COUNTY, 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 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 and all injuries to persons or tangible property arising from or in connection with L.C. SENIORS' acts or omissions, including the actions or omissions of L.C. SENIORS' employees, agents, volunteers, permittees, and authorized subcontractor(s).

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 Lewis. This Agreement shall be governed by the laws of the State of Washington. Unless otherwise required by law, 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 the subject matter hereof and supersedes any prior oral statements, discussions, or understandings between the Parties concerning the same.

XVI. Time is of the Essence

Time is of the Essence. Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

XVII. Interpretation of this Agreement

This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

XVIII. Public Record Act

L.C. SENIORS shall assist COUNTY and fully cooperate with COUNTY to fulfill all of COUNTY’s obligations under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington) concerning any request made to COUNTY that concerns records possessed by L.C. SENIORS by timely and fully responding and providing documents and records in response to COUNTY’s request for the same. The obligations created by this section shall survive the termination of this Agreement.

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

President of the Lewis County Seniors Board

Chair

APPROVED AS TO FORM:

Vice Chair

Jonathan Meyer, Prosecuting Attorney

Commissioner

By: _____
Civil Deputy Prosecuting Attorney