

RESOLUTION NO. 25-99

A G R E E M E N T

This agreement between Mason County, hereinafter referred to as the "COUNTY," and the North Mason County Senior Activities Association, a nonprofit corporation, hereinafter referred to as the "ASSOCIATION."

WITNESSETH:

That in consideration of the terms and conditions contained herein, the parties hereto covenant and agree as follows:

*S.B.*

- 1) The ASSOCIATION agrees to provide recreational, poverty and relief programs for the senior citizens of Mason County as authorized under RCW 36.32.440. The COUNTY agrees to contribute to the cost of the ASSOCIATION'S lunch program for senior citizens as that program meets the criteria for recreational, poverty, and relief programs.
- 2) The ASSOCIATION will hold the COUNTY harmless from all claims of every kind and character arising out of or in any way connected with the services given by it for the COUNTY; and will during the term of this contract, obtain and keep in full force and effect general liability insurance, with limits acceptable to the COUNTY, covering its operations performed under this contract on behalf of the COUNTY.
- 3) It is understood that the ASSOCIATION is an independent contractor and is not an agent of the COUNTY and all personnel used by the ASSOCIATION in connection with the rendering of services contemplated by this contract shall be employees of the ASSOCIATION and not the COUNTY and shall have no claim against the COUNTY for compensation or other benefits available to the employees of said COUNTY.
- 4) This agreement shall be for a term of one (1) year, beginning January 1, 1999, and renewable for additional one year terms by mutual written consent of the parties.
- 5) The COUNTY will pay the ASSOCIATION a sum not to exceed ONE THOUSAND FIVE HUNDRED (\$1,500.00) for the services to be performed under this contract. Funds paid for such services will be used to furnish only the services contemplated by this contract and will not be diverted by the ASSOCIATION to any other person or used for any other purpose.

6) The ASSOCIATION will submit an annual report, or other suitable documentation to the COUNTY on/or before the end of the calendar year (December 31st) to verify that the COUNTY funds received were indeed used for the purposes specified in this contract. In addition, ASSOCIATION records of receipt and expenditure of these funds will be made available on reasonable request to COUNTY officials and the State Auditor for review.

DATED this 23 day of February 1999.

NORTH MASON COUNTY SENIOR  
ACTIVITIES ASSOCIATION

BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON

Lori Brennan President  
Board of Directors

Cynthia D. Olsen  
Cynthia D. Olsen, Chairperson

John A Bolender  
John A Bolender, Commissioner

Mary Jo Cady 3/2/99  
Mary Jo Cady, Commissioner

ATTEST:

Rebecca S. Rogers for  
Rebecca S. Rogers, Clerk of the Board

c: File  
Accounting Dept. (2)  
Admin Serv Dir  
Treasurer  
N M County Senior Association  
J:\contract\seniors.nm

APPROVED AS TO FORM:

CH-DPA  
Deputy Prosecuting Attorney