

RESOLUTION NO. 27-86

A G R E E M E N T

MASON COUNTY & MASON COUNTY UNITED WAY

This agreement between Mason County, hereinafter referred to as "COUNTY", and the Mason County United Way, a nonprofit corporation, hereinafter referred to as "UNITED WAY"

WITNESSETH:

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

1. United Way agrees to provide emergency shelter services by purchasing temporary shelter under a voucher system on a night by night basis.
 - A. For all services and requirements listed below United Way will be acting through the American Red Cross of Mason & Thurston Counties: However, United Way retains primary responsibility for the performance of this contract.
 - B. United Way shall not deny service to or otherwise discriminate in the delivery of services against any person on the basis of race, color, religion, sex, age, marital status, national origin, citizenship, ancestry, physical or mental handicap, or because such person is a recipient of federal state, or local public assistance or who is not a resident of Mason County.
 - C. United Way may not require individuals who are eligible for services to participate in a religious service as a condition of receiving shelter.
 - D. United Way may not deny shelter to anyone because of inability to pay.
 - E. United Way will assist program participants to access other services, (food, child care, medical, counseling, employment, advocacy, etc.) on an intra or interagency basis, to meet other longer term needs whenever possible.
 - F. United Way assures that it will comply with all applicable laws, ordinances, codes, and regulations of local, state, and federal governments.
 - G. State funds as reimbursed to United Way from the County may not be used for purposes of rent or mortgage subsidies, or to forestall the eviction of residents.
 - H. The emergency shelters will be provided in a manner which insures that all guests are treated with dignity and provided with a sanitary, healthy, and safe environment.
 - I. United Way will submit monthly reports which will include, but not be limited to: number of clients served, client characteristics, type of service provided, number of bednights, and budget status report.
2. The United Way will submit through the Auditor and to the County Commissioners monthly reports specifying the exact amount of county monies expended that will be reimbursed from the Department of Community Development Division of Community Services.
3. United Way 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.

4. It is understood that United Way is an independent contractor and is not an agent of the County, and all personnel used by United Way in connection with the rendering of services contemplated by this contract shall be employees or volunteers of the United Way and not the County, and shall have no claim against the County for compensation or other benefits available to the employees of said County.
5. This agreement shall be for a term of six months, beginning January 1, 1986, and renewable for an additional six months term by mutual written consent of the parties.
6. The County will pay United Way for the services to be performed under this contract of the 1986 calendar year, a sum not to exceed SIX THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$6,580.00) to be paid monthly on vouchers to be presented by the United Way to the County at the close of each month with the monthly report. Funds paid for such services will be used to furnish only the services contemplated by this contract and will not be diverted by United Way to any other person or used for any other purpose. United Way records of receipt and expenditure of such funds will be made available on reasonable request to County officials and the State Auditor for review.

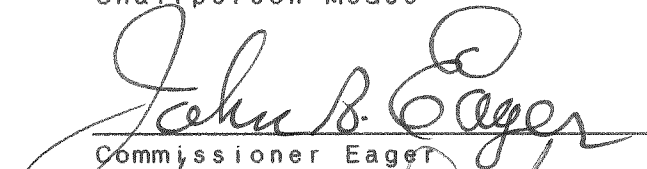
DATED this 11th day of March, 1986.

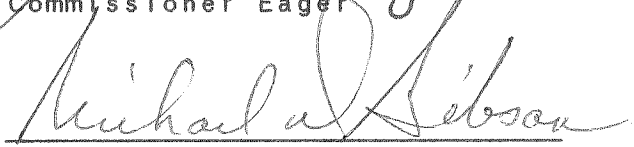
MASON COUNTY UNITED WAY

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON


Title President


Chairperson McGee

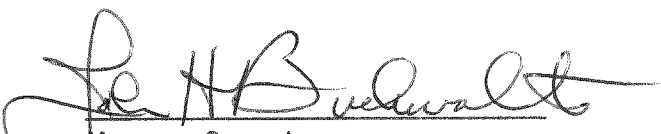

Commissioner Eager


Commissioner Gibson

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Mason County
Deputy Prosecutor

xc: Cmmrs
Accounting Dept (2)
Treasurer
United Way