

RESOLUTION NO. 180-81

An Agreement between Mason County, hereinafter referred to as the "County," and the Mason-Thurston County Community Action Council, Inc., a non-profit organization incorporated under the laws of the State of Washington, hereinafter referred to as the "Council."

WITNESSETH:

That in consideration of the terms and conditions contained herein, the County and the Council agree as follows:

1. That the Council shall be allowed by the County to use and occupy a portion of the Mason County Sheriff's Sub-Station in Belfair without cost, compensation, or consideration except as enumerated below and subject to the conditions contained herein, that portion, hereinafter referred to as the "Area," being described as the Food Bank area in Exhibit A attached.

2. That the Council shall:

2.1 Construct or arrange to have constructed a suitable divider or dividers to separate the Area from the remaining portions of the Sub-Station; and,

2.2 Use the Area for the storage and dispensing of food and clothing and for no other purpose; and,

2.3 Maintain the Area in as clean and orderly condition as is consistent with its usage; and,

2.4 Provide manpower for receipt and storage and for issuance of items, such activities being conducted only at times during which a Mason County employee is present to provide ingress and to assure security after egress; and,

2.5 Maintain records of items received and issued, such records showing, in particular, the following detailed information:
Name and address of donor; goods contributed; monetary value of goods contributed and the date of the donation.
Recipient's name; address, age, sex, number of dependents, source of income, whether or not individual is head of household, monthly gross income, age of dependents and signature of recipient certifying information is accurate and that recipient meets the low income requirements.

2.6 Submit a monthly report to the Mason County Commissioners of the activity during the proceeding month including, but not necessarily limited to, the numbers, types, kinds of articles received and dispensed.

3. The Council shall charge for no items dispensed by it but shall dispense items without charge only to those persons recognized by it as being needy without respect to race, color, creed, sex, or physical condition. The Council will determine what persons shall be eligible in accordance with Federal Income Poverty Guidelines:

See Exhibit B Federal Poverty Income Guidelines attached.

4. The Council will hold the County harmless from all claims of every kind and character arising out of or in anyway 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 insurance in the following amounts:

Bodily Injury and Property Damage Combined: Each Occurrence \$500,000; Aggregate \$500,000. Fire and Theft: \$5,000. See Exhibit C attached.

5. It is understood that the Council is an independent contractor and is not an agent of the County, and all personnel used by the Council in connection with the rendering of services contemplated by this Agreement shall be employees of the Council and not the County, and shall have no claim against the County for compensation or other benefits available to the employees of said County.

6. This Agreement shall be in force from the date the Mason County Commissioners' signature appears below until December 31, 1982, and is renewable on a year-to-year basis; provided that:

6.1 Either party may terminate this Agreement with or without cause upon thirty (30) days notice to the other party; and provided that,

6.2 The Council will remove all its items of whatever kind from the Area and will leave the Area in a clean and undamaged condition, except for normal wear and tear within the thirty day notice period.

DATED this 21st day of December, 1981.

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Annette S. McGee
Chairman

ATTEST:

Maune Coats
Clerk of the Board

Ed Johnston
Commissioner

William Hunter
Commissioner

COMMUNITY ACTION COUNCIL

APPROVED AS TO FORM:

Peter M. Fursvold
EXECUTIVE DIRECTOR
Title

John H. Buckwalter DCA
Prosecuting Attorney for
Mason County

CC: Cmrs
Auditor ✓
Community Action Council
Sheriff's Dept

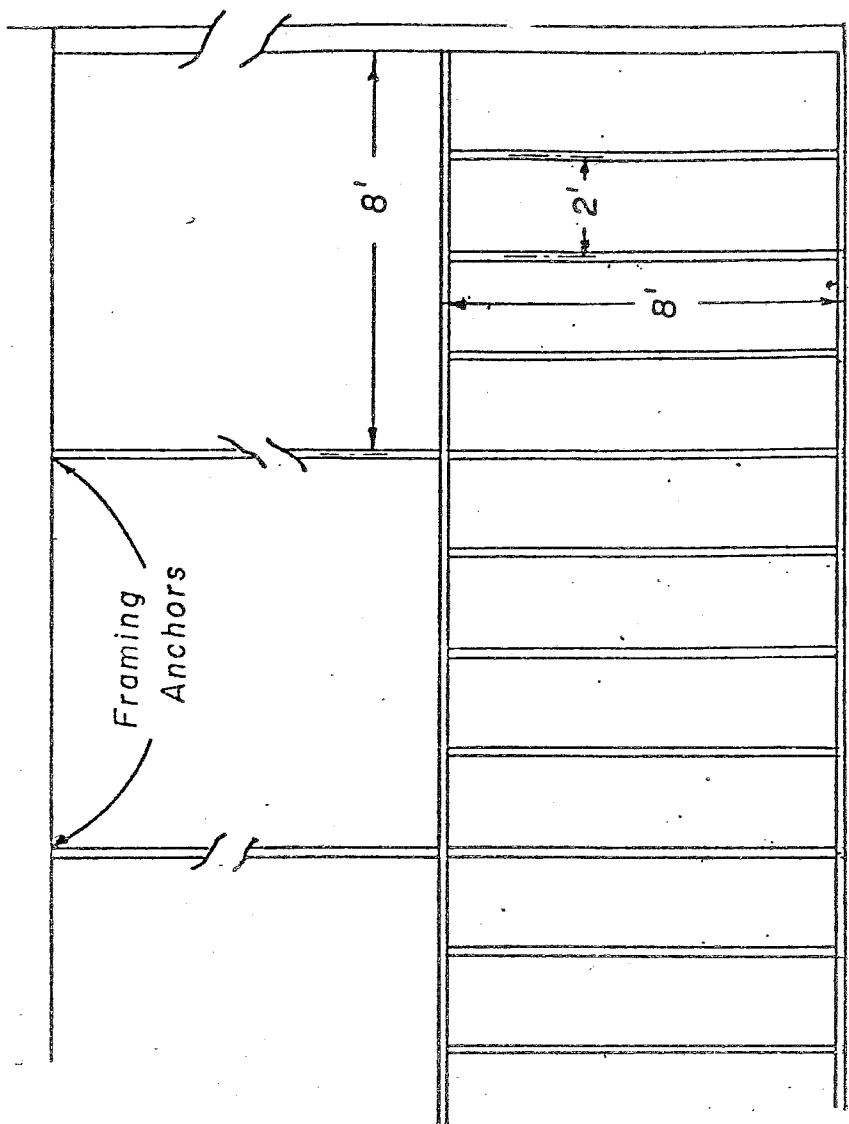
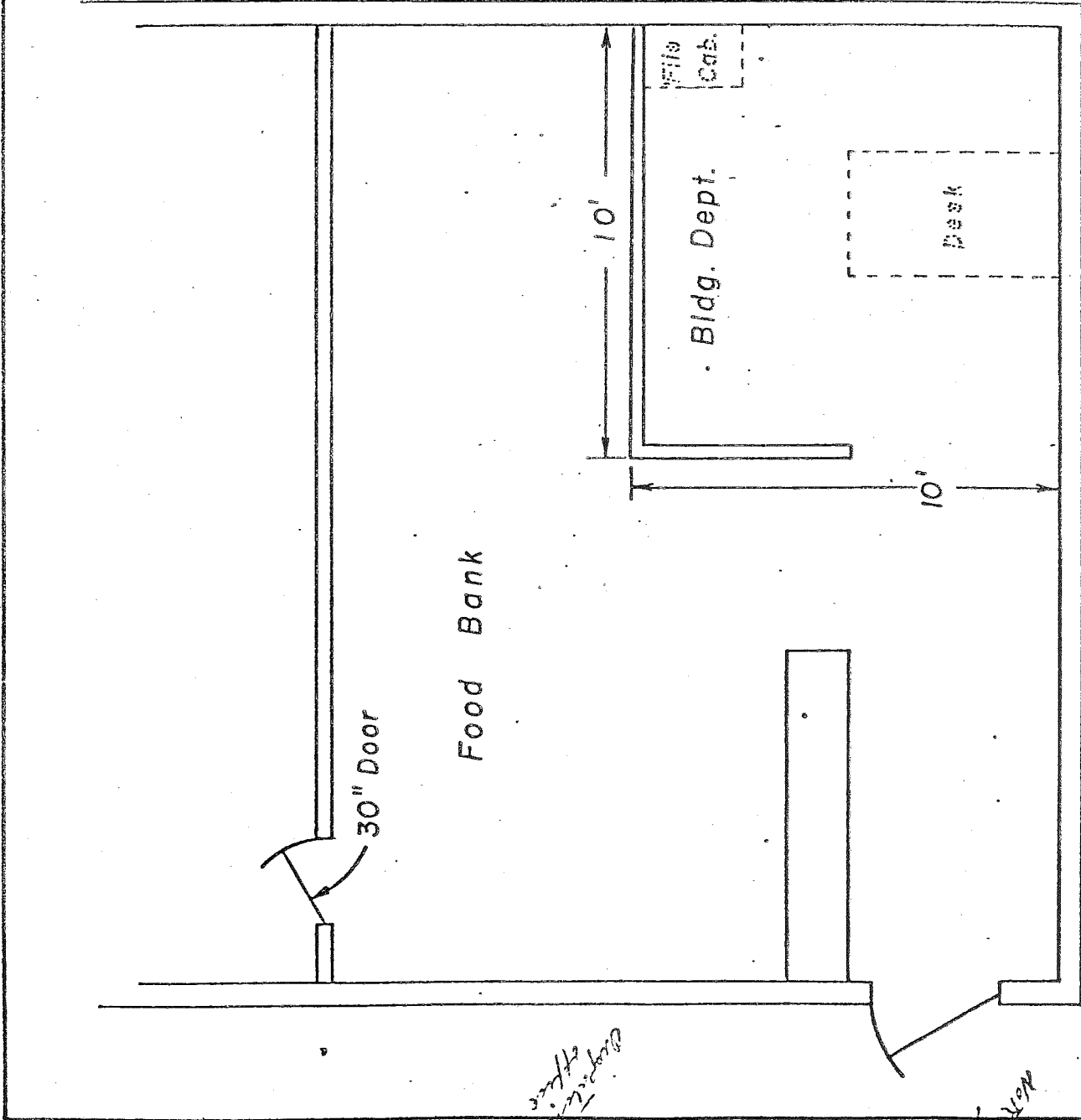


Exhibit B

FEDERAL POVERTY INCOME GUIDELINES

April 6, 1981

BASED ON MAXIMUM GROSS MONTHLY INCOME PER HOUSEHOLD.

<u>HOUSEHOLD SIZE</u>	<u>AMOUNT</u>
1	\$449
2	\$593
3	\$737
4	\$880
5	\$1,024
6	\$1,168
7	\$1,312
8	\$1,455
9	\$1,599
10	\$1,743
11	\$1,887
12	\$2,030
13	\$2,174
14	\$2,318
15	\$2,462
16	\$2,605
17	\$2,749
18	\$2,893
19	\$3,037
20	\$3,180

For each additional member of non-farm family, add \$144.00 and for each additional farm family member add \$122.00.

Certificate of Insurance

ATTACHMENT C

Record

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

OLYMPIA INSURANCE BROKERS INC.
315 EAST FIFTH
OLYMPIA, WA 98501
TEL: (206) 352-7676

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** St. Paul Insurance Company

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

Mason-Thurston Community Action and Retired
Senior Volunteer
321 W. Cota
Shelton, Washington 98584

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (\$000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	684NB0303	4/1/81	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input type="checkbox"/> UNDERGROUND HAZARD					
A	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD	684NB0303	4/1/81	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500	\$ 500
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY			PERSONAL INJURY		\$ 500
A	AUTOMOBILE LIABILITY	684NB0303	4/1/81	BODILY INJURY (EACH PERSON)	\$	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input checked="" type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500	
	<input checked="" type="checkbox"/> NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

All operations of the insured as stated above.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Lewis County PUD # 1
C/O Rena Remund
P. O. Box 867
Chehalis, Washington 98532

DATE ISSUED **12/1/81 S.F.**

Donald M. Newbold
OLYMPIA INS. BROKERS, INC.

AUTHORIZED REPRESENTATIVE