YOUTH SPORTS SCHOLARSHIP PROGRAM SERVICES AGREEMENT
BETWEEN KITTITAS COUNTY AND HOPESOURCE

This Contract, dated April, 21, 2015 is made and entered into by and between KITTITAS COUNTY ("County"), a subdivision of the State of Washington, and HopeSource ("Contractor"), a 501(c)(3) private non-profit organization.

WHEREAS, Kittitas County levies a 1% sales tax on retail rental cars in accordance with RCW 82.14.049; and

WHEREAS, Kittitas County authorized such tax and limited its allowed use within the County to youth or amateur sports activities and facilities; and

WHEREAS, Kittitas County desires to create a need-based scholarship fund to support participation in Youth Sports activities in Kittitas County; and

WHEREAS, Hope Source is willing to administer such funds on behalf of the County, and the parties wish to set forth their understanding for the distribution of funds.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the County and the Contractor mutually agree as follows:

Section 1. Scope of Work.

1. Kittitas County shall, annually, budget funds collected via RCW 82.14.049 to be dedicated to a Youth Sport Scholarship Fund. Kittitas County shall notify Hopesource of the amount budgeted, and shall provide the funding quarterly, in equal payments, to HopeSource for the purpose of delivering funds to eligible residents of Kittitas County for Youth Sports Activities. These funds shall be placed and held by HopeSource in a separate account designated as the Kittitas County Youth Sports Scholarship Fund ("KC Youth Sports Fund'"). Unexpended funds from each quarterly payment shall be retained within the fund and made available for use by qualified applicants.

2. The KC Youth Sports Fund shall be administered by HopeSource only for the purposes intended and in accordance with the designated services and eligibility requirements set forth in this Contract and as described in the Kittitas County Youth sports Scholarship Program Application (see Exhibit A). The funds shall be used for Kittitas County youth up to 18 years of age for the participation in youth sports activities. Recipients must be Kittitas County residents and must be enrolled in an organized, not-for-profit youth sports program open to all participants. Families of children applying for support under this program must provide proof of residency in the county and must have an income of 150% of the federal poverty level or below. HopeSource shall administer the KC Youth Sports Fund on behalf of Kittitas County and shall provide funds only to third-party vendors for eligible and approved residents seeking scholarship assistance under this program.

3. HopeSource may charge a fee for the administration of the KC Youth Sports Fund. This administration fee ("Fee") may be deducted from each quarterly contribution to the KC Youth Sports Fund. Fee will be charged at the rate of nine (9%) percent of the contribution. By way of example if $1000 is designated as a contribution to the KC Youth Sports Fund, HopeSource may deduct $90.00 as their Fee for purposes of maintaining and managing the KC Youth Sports Fund. No additional fees, costs or charges of any kind, including, but not limited to, mailings, accounting, or

general office expenses, shall be charged to any Fund or Kittitas County. At the option of either Kittitas County or HopeSource, this Fee may be revisited and reviewed on an annual basis.

4. Hope Source shall provide an accounting of all contributions, disbursements, fees, or other activities for the KC Youth Sports Fund, no less frequently than 15 days after the close of each calendar quarter within which the KC Youth Sports Fund maintains a balance, together with a complete description of the services provided and related costs. Hopesource will include a table of recipient awards providing the following information: gender distribution, age distribution, distribution by sport activity, and distribution by area of the County (area defined by City nearest to residence of the recipient). Kittitas County shall have the right to request such additional information as it may, in its sole discretion, determine appropriate in assessing the performance and effectiveness of HopeSource in administering the KC Youth Sports Funds.

5. This memorandum shall be effective as of the date above. All funds which are unallocated at the time of termination shall be returned to Kittitas County.

Section 2. Performance by Contractor.

1. The County and the Contractor agree that in fulfilling the terms and conditions of this Agreement neither shall discriminate on the basis of race, creed, color, national origin, age, sex, marital status, or the presence of a physical, sensory, or mental handicap.

2. This contract is subject to review by any Federal or State auditor. Contractor shall promptly furnish the County or its designee, or such Federal or State auditor with such information related to the Services as may be requested by the applicable governmental entity. Contractor shall preserve and maintain all financial records and records relating to performance of Services under this Agreement for six (6) years after contract termination. For such duration after the County makes final payment of compensation due hereunder, Contractor shall provide the County access to (and the County shall have the right to examine, audit and copy, with or without notice) all of Contractor's books, documents, papers and records related to the Services or this Agreement.

3. Contractor understands and acknowledges that Contractor is solely responsible for its own reporting and accounting of all state, federal, social security, and local taxes, of every nature, arising from Contractor's performance of this Agreement. All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accord with the applicable IRS regulations.

Section 3. Release, Indemnity, and Hold Harmless.

The County assumes no liability for the Contractor's actions under this Agreement. Contractor releases and shall defend, indemnify, and hold harmless the County, its officers and employees, agents, representatives, attorneys and/or volunteers, from and against all claims, costs, liabilities, damages, and expenses, (including, but not limited to, reasonable attorney fees) which arise or may arise or be alleged to arise out of or by reason of this Agreement.

Section 8. Termination.

The County may, by written notice thereof to Contractor, terminate this Agreement as to all or any portion of the Services not yet performed, whether or not Contractor is in breach or default. Upon receiving such notice of termination, Contractor shall, except as otherwise directed by the County, immediately stop performing the Services to the extent specified in the notice. In the event the County terminates the Contractor's Services, the Contractor is obligated and hereby agrees to refund to the County all monies paid for Services not yet rendered by the Contractor, if any, as of the date of the notice of termination.

Section 9. Miscellaneous.

a. Contractor shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the County's prior written consent.

b. This Agreement embodies the entire Agreement between the County and Contractor, and supersedes any and all prior oral or written communications, proposals, conditions, promises, representations, or understandings regarding the Services. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to the Agreement signed by both parties.

c. Notice for any purpose under this Agreement, except service of process, shall be given by the Contractor to the Kittitas County Commissioners and the Kittitas County Auditor, 205 W. 5th Ave., Ellensburg, WA 98926. For all purposes under this Agreement, any notice by the County to the Contractor shall be given to the Contractor's address provided on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid, certified mail, return receipt requested.

d. The section and paragraph headings of this Agreement are for reference convenience only and are not intended to restrict, affect or be of any weight in interpreting or construing the provisions of such sections or paragraphs.

e. This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

f. Contractor warrants to the County that the individual signing on Contractor's behalf has the requisite power and authority to enter into and to perform Contractor's obligations under this Agreement. Contractor further warrants to the County that Contractor has made no misrepresentation or misleading statement in connection with this Agreement, and is not in violation of any applicable law, ordinance, or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Agreement.

g. 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 the 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.

h. The exclusive venue for any action brought to enforce this Agreement or any of its terms shall be in Kittitas County, State of Washington.

KITTITAS COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Vice Chair

_____
Commissioner

ATTEST: _____
_____, Clerk of the Board

APPROVED AS TO FORM:

_____
Deputy Prosecuting Attorney

CONTRACTOR

_____
[Print Name]
S. Grindle
HopeSource
_____
[Address]
700 E Mountainview
[Telephone] Ellensburg 98926
509-925-1448

HopeSource

700 E. Mountain View Ave. Suite 501 Ellensburg, WA 98926 **(P) 509.925.1448** 110 Pennsylvania Ave. Cle Elum, WA 98922 **(P) 509.674.2375 (F) 509.674.5187**

Kittitas County Youth Sport Scholarship Program Application

This application does NOT register you for the activity.

Person Making the Referral

Name _____

Telephone Number _____

Agency _____

(youth sports activity coordinator, case manager, school counselor)

Family Information

Parent /Guardian Name _____

Telephone Number _____

Home Address _____

Mailing Address (if different) _____

Number of persons in household _____

Monthly household income $_____

Child's Name _____

Birth date _____ Age_____

Activity

Type of activity _____

Name of organization _____

Organization contact person _____

Phone number _____

What are the starting and ending dates of the activity _____

Total cost of activity $_____

What is the benefit is this activity to the child

_____

_____

_____

_____

_____

HopeSource

700 E. Mountain View Ave. Suite 501 Ellensburg, WA 98926 **(P) 509.925.1448** 110 Pennsylvania Ave. Cle Elum, WA 98922 **(P) 509.674.2375 (F) 509.674.5187**

Please attach a copy of the activity registration form with this application.

I certify that the information contained on this referral is true to the best of my knowledge

_____ _____

Signature Date

Household ***Size***	**Average Monthly** ***Income***
1	$1471
2	$1991
3	$2511
4	$3031
5	$3551
6	$4071

For internal use only

☐ **Eligible** ☐ **Ineligible**

_____

_____

_____

_____

HopeSource

700 E. Mountain View Ave. Suite 501 Ellensburg, WA 98926 **(P) 509.925.1448** 110 Pennsylvania Ave. Cle Elum, WA 98922 **(P) 509.674.2375 (F) 509.674.5187**

Kittitas County Youth Sport Scholarship Program Application

Purpose
The program's purpose is to mitigate the effects of poverty, and other situations that place a child's social and emotional development "at-risk". The Kittitas County Youth Sports Scholarship is intended to assist children, ages 0-18, to participate in sports activities. Priority will be given to those children who are homeless or considered most "at-risk".

Guidelines
The Kittitas County Youth Sports Scholarship Program will be operated according to the following guidelines:

Eligibility
Family must have an income of 150% of the poverty level or below (see chart).

Administration
HopeSource will administer the disbursement of the Kittitas County Youth Sports Scholarship funds on behalf of Kittitas County.

Application
Families interested in applying for a Kittitas County Youth Sports Scholarship will submit their application to HopeSource and the application shall include the following items:

1. Application form
2. Referral from community sports organization, counselor, case manager, or HopeSource staff member
3. Current HopeSource intake on file
4. Registration forms or verification of registration for activity, including name and address of organization/individual fees must be paid to.

Activities
Financial assistance will be limited to participation in organized youth sports activities. Activities may include, but are not limited to organized indoor and outdoor sports activities, gymnastics, swim lessons, sports leagues, school sports and activities, and day sports camps. Financial assistance may be used to purchase sports supply equipment if the equipment is necessary for the child to participate in the organized youth sports activity (i.e. soccer shoes for the soccer team). Financial assistance will not be used to pay for child or respite care, pool passes, non-organized youth event or non-sports activity.

Award amount
The maximum amount per request for activities and/or equipment is 75% per application request not to exceed $75.00. Each parent/guardian should anticipate making a monetary contribution to the activity. HopeSource will send payment directly to organization hosting the activity.

Assistance Limits for Families
Age limits for children: 0-18 years. School-aged children must be actively enrolled in an educational setting during the academic school year. A scholarship can be provided twice a year per child within a family, with a maximum of $150.00 per family per program year.

Approval
Upon final approval for funding, an award letter will be issued. We encourage combined resources to help meet the financial need for the child.