INDIGENT VETERANS' ASSISTANCE PROGRAM AGREEMENT
BETWEEN
KITTITAS COUNTY AND THE KITTITAS COUNTY VETERANS' COALITION

This Agreement is made between **Kittitas County** ("County") and **the Kittitas County Veterans' Coalition** ("Coalition") to authorize and fund the administration of an indigent veterans' assistance program in Kittitas County, pursuant to RCW 73.08.010(2).

The parties agree that:

1. Scope of Service

   a. The County will monitor the Coalition's performance and compliance with this Agreement.

   b. The Coalition will:

      i. Maintain and operate the Veterans' Outreach Centers in Ellensburg and Cle Elum for the purpose of administrating the indigent veterans' assistance program in Kittitas County.

      ii. Act as Service Officers: assist in filing claims and administer the programs for the Kittitas County Veterans' Relief Fund consistent with the Kittitas County Veterans' Assistance Manual.

      iii. Identify Veterans who are at risk of becoming homeless, and inform them as to rehabilitative services, vocational counseling and/or training, or direct them to the proper agency for state or federal assistance.

      iv. Identify Veterans who are in need of services (e.g., alcohol or drug treatment), aftercare, or readjustment counseling, and direct them as needed.

      v. Advise and assist Veterans in the preparation of Veterans' Administration forms, to include developing the necessary supporting documentation and evidence pertaining to V.A. claims.

      vi. Education: be responsible for bringing to the attention of all Veterans of Kittitas County, and their dependents, the rights and benefits granted to them by law.

2. Duration

   The effective date of this Agreement will be the date the parties sign and complete execution of this Agreement and shall run for a time period of one year from the date of execution. This Agreement shall automatically renew on an annual basis unless either party cancels or terminates this Agreement in the manner specified in this Agreement.

3. Termination

Either party may cancel this Agreement for any cause with ninety (90) days written notice of intent to the other party.

4. Insurance

The Coalition is solely responsible for the acquisition and maintenance of adequate levels of liability, property, and casualty insurance for any of the leased premises.

5. Funding/Budget

The County will pay to the Coalition the sum of **$500.00** per month for carrying out the services under this Agreement.

6. Annual Review/Reports

In October of each year, the County will conduct a review of the Coalition's performance and compliance with this Agreement.

By January 31 of each year, the Coalition shall submit a final report to the County. The final report shall include a detailed breakdown of expenditures and number of veterans served during the previous calendar year.

7. Performance Monitoring

The Kittitas County Auditor's Office and the Kittitas County Board of County Commissioners will monitor the Coalition's performance and compliance with this Agreement. Substandard performance or compliance, as determined by the County, will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Coalition within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated. In addition, the County may, upon written notice, withhold all monies due and payable to Coalition, without penalty, until such failure to perform is cured or otherwise adjudicated.

GENERAL CONDITIONS

8. Assignment and Subcontracting

No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

9. Independent Contractor

The Coalition's services shall be furnished by the Coalition as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Coalition as an independent Contractor.

The Coalition acknowledges that the entire compensation for this Agreement is specified in this Agreement and the Coalition is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees.

10. Venue and 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 Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the law of the State of Washington.

11. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

12. 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.

13. Indemnification

The Coalition will hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Coalition's performance or nonperformance of the services or subject matter called for in this Agreement.

14. Amendments

The County or Coalition may amend this Agreement at any time, provided: such amendments make specific reference to this Agreement; are executed in writing; signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the County or Coalition from its obligations under this Agreement.

15. Performance Waiver

The County's failure to act with respect to a breach by the Coalition does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

16. Laws and Regulations

When performing services under this Agreement, the Coalition agrees to abide by all laws, rules and regulations of the United States of America, and State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth herein.

17. Right to Review

This Agreement is subject to review by any Federal or State Auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. The Coalition shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination, and shall make them available for such review, within Kittitas County, State of Washington, upon request.

18. Entire Agreement

This Agreement constitutes the entire Agreement between the County and the Coalition for the use of funds received under this Agreement, and it supersedes all prior communications and proposals, whether electronic, oral, or written between the County and the Coalition with respect to this Agreement.

IN WITNESS WHEREOF, the County and the Coalition have executed this Agreement as of the date and year last written below.

KITTITAS COUNTY Veterans Coalition

By: _____

Title: PRESIDENT

Date: May 6, 2014

KITTITAS COUNTY ~~VETERANS'~~ COALITION

By: _____

Title: Chairman, BOCC

Date: 5/6/2014

Approved As To Legal Form:

_____

Attorney

The contact person for each party to this Agreement shall be:

Kittitas County

Jerry Pettit, Auditor
Kittitas County Auditor's Office
205 West 5th Ave Suite 105
Ellensburg WA 98926
509-962-7504
jerry.pettit@co.kittitas.wa.us

Kittitas County Veterans' Coalition

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