

Kittitas County Review Form Grants & Contract Agreement



Today's Date 05/18/2017	Agenda Date
Fund/Department 116-Public Health	

Contract/Grant Information

Contract /Grant Agency: Interagency Agreement between Central Washington University and Kittitas County Public Health	
Period Begin Date: June 10, 2107	Period End Date: June 0, 2017
Total Grant/Contract Amount: \$None	
Grant/Contract Number:	
Contract/Grant Summary: The Interagency agreement between Central Washington and Kittitas County Public Health Department is established to allow KCPHD provide a baby changing station and volunteers at the Central Washington University graduation ceremonies to provide a private area for nursing mothers, babies/small children in need of a diaper/clothing changes, or parents who need a quiet space with their child.	

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: _____, Administrator Date: _____

Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

APPROVED AS TO FORM:

Signature of Prosecutor's Office	Date
Signature of Auditor's Office	Date
Signature of Board of Health member	Date

Financial Information

Total Amount \$	State Funds \$	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#

	In-Kind \$ Explain
Is Equipment being purchased?	Who owns equipment?
New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created?		
Revenue Code		

Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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County Departments Impacted

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer

Submitted

Signature:	Date:
Department:	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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**INTERAGENCY AGREEMENT
BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
KITITAS COUNTY PUBLIC HEALTH**

THIS AGREEMENT ("Agreement") is made and entered into by and between Central Washington University ("the University") and the Kittitas County Public Health ("The County").

WHEREAS, **the University** requires a baby changing station for its 2017 Ellensburg Commencement,

WHEREAS, the County has volunteers, staff, equipment and expertise in providing such services, and

WHEREAS, it is in the interest of both parties and the community at large to have a baby changing station at such public gatherings;

NOW, THEREFORE, the parties agree that the County will provide staff and equipment, in exchange for the University providing the location.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The County will provide the following described:

Tristen Lamb and a group of approximately 5 volunteers will arrive at CWU around 7:00am on Saturday, June 10th to setup a tent, a baby changing station, soft mats for the ground and a few chairs (that we will be providing them) near the first aid area at the entrance of the stadium (exact location is still TBD). Only 1 volunteer will man the tent for approximately 2 hours (a lactation specialist) to offer any assistance that may be needed. The purpose of their service is to offer a private area at our ceremonies for nursing mothers, babies/small children in need of diaper/clothing changes, or parents who need to have a quiet space with their child.

They will leave the station active until the completion of the second ceremony and will tear down around 4:30pm on Saturday, June 10th.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on June 10, 2017 at 7:00 am and be completed on June 10, 2017 at 4:30pm, unless terminated sooner as provided herein. This Agreement may be extended at the written agreement of both parties.

PAYMENT

There will be no monetary exchange between the parties under this Agreement.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of

the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the University. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

TERMINATION

Either party may terminate this Agreement upon 90 days' prior written notification to the other party.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board

shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for the University is:

Lauren Zeutenhorst, Director of Executive Events and Protocol
Central Washington University
400 E. University Way
Ellensburg, WA 98926
(p) (509) 963-3300
Lauren.Zeutenhorst@cwu.edu

____ Interagency Agreement No.

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The Program Manager for the KCPHD is:

Tristen Lamb
Kittitas County Public Health
507 N. Nanum St. Suite 102
Ellensburg, WA 98926
(p) (509) 962-7029
Tristen.lamb@co.kittitas.wa.us

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
Central Washington University

Kittitas County
Public Health

Signature

Signature

Title

Date

Title

Date