

Kittitas County  
Review Form  
Grants & Contract Agreement



Today's Date 04/05/2016	Agenda Date
Fund/Department 116-Public Health	

**Contract/Grant Information**

Contract /Grant Agency: SNAP- Ed Partnership Agreement	
Period Begin Date: Upon Signature	Period End Date: Upon termination
Total Grant/Contract Amount: None	
Grant/Contract Number:	
Contract/Grant Summary: The Supplemental Nutrition Assistance Program Education (SNAP- Ed) Partnership Agreement is between Kittitas County Public Health Department (KCPHD) and Kittitas County Farmers Market to clearly identify the roles and responsibilities of each party related to providing SNAP-Ed to eligible persons in Washington. The SNAP-Ed program is intended to provide nutrition education to low income individuals.	

**Recommendation for Board of Health and Board of Health Review on \_\_\_\_\_**

Department Head Signature: _____, Administrator      Date: _____
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**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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## **SNAP-Ed Partnership Agreement**

Between: Kittitas County Public Health Department (KCPHD) and Kittitas County Farmer's Market (KCFM)

### **Purpose:**

The purpose of this partnership agreement is to clearly identify the roles and responsibilities of each party related to providing Supplemental Nutrition Assistance Program Education (SNAP-Ed) to eligible persons in Washington. Eligible persons are those currently receiving or meet the qualifications to receive SNAP benefits in Washington or for whom there is data to substantiate eligibility. The SNAP-Ed program is intended to provide nutrition education to low income individuals.

To support this goal: KCPHD and KCFM will collaborate to ensure that eligible persons have access to available nutrition education interventions.

- Both parties will ensure that nutrition and physical activity messages are consistent with the 2010 US Dietary Guidelines for Americans and My Plate.
- Both parties will strongly encourage and support the involvement of nutrition and physical activity education by other organizations in their communities.

### **Agreement details:**

This local Partnership Agreement includes:

KCPHD agrees to:

- Provide and deliver the SNAP-Ed intervention(s), as well as materials, supplies, and equipment.
- Record the necessary data, evaluate and maintain records.
- Provide taste-testing samples for participants of the SNAP-Ed intervention(s), when appropriate.
- Comply with KCFM's vendor rules (example attached.)

KCFM agrees to:

- Assist with promoting the SNAP-Ed intervention(s).
- Support the SNAP-Ed staff in delivering the intervention(s) by allowing staff to engage in the SNAP-Ed intervention.
- Inform SNAP-Ed staff of any policy or rule changes that may relate to nutrition and/or physical activity.
- Provide an appropriate space and learning environment free of charge for use during the SNAP-Ed intervention(s).
- Properly maintain any equipment provided for SNAP-Ed intervention use and return the equipment to KCPHD if requested.

### **Funding:**

Federal USDA SNAP-Ed funds are not to be used to supplant existing nutrition education funds or activities. Funding for each fiscal year is subject to approval by USDA. If full funding does not become available, this agreement may be amended, reduced, or canceled anytime.

**Modifications:**

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

**Termination:**

Either party may terminate the Agreement at any time with written notice.

**Defense & Indemnity Agreement:**

KCFM agrees to and shall defend, indemnify and hold harmless the KCPHD, its Additional Insured's, appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the KCPHD, its Additional Insured's, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the KCFM, its sub-Contractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of KCPHD, its Additional Insured's, appointed or elected officials, agents, or employees. It is further provided that no liability shall attach to the KCPHD by reason of entering into this contract, except as expressly provided herein.

**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.

**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.

**Miscellaneous:**

This Agreement embodies the entire Agreement between the KCFM and KCPHD and supersedes any and all prior agreements. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.

**Waiver:**

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**Construction:** This Agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

**Effective Date and Signatures:**

This agreement is effective on the date signed by all parties and valid from October 1, 2016 to September 30, 2017.

Authorized signature: SNAP-Ed Contractor, KCPHD	Authorized signature: Partner, KCFM
Printed Name: Robin H. Read	Printed Name: Lisa Lutey
Date:	Date:

List the sites and location where KCPHD will provide SNAP-Ed for KCFM in the following table. (i.e. If a school district is Party B, list all schools where SNAP-Ed intervention(s) will be conducted by Party A.)

**Partner Locations**

Location Name	Address, City, Zip
Kittitas County Farmer's Market	PO Box 1401, Ellensburg, WA 98926



For people with disabilities, this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (TDD/TTY call 711).  
DOH 940-026 April 2015