

February 4, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with
North Clackamas School District for Parenting Education Classes

Purpose/Outcomes	Provides parenting education to at risk families in the North Clackamas School District to improve the quality of parent/child interaction and support healthy child development
Dollar Amount and Fiscal Impact	Contract maximum value is \$6,000
Funding Source	Oregon Community Foundation No County General Funds are involved and no match is required.
Duration	Effective January 1, 2016 and terminates on June 30, 2016
Previous Board Action	n/a
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF 7544

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with North Clackamas School District to provide parent education and skills training to a minimum of 15 parents. Classes will improve the quality of parent/child interaction and support healthy child development. Services are paid on a cost reimbursement basis.

This agreement has a maximum value of \$6,000. No County General funds are involved and no match is required. It is effective January 1, 2016 and terminates June 30, 2016. County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends the Board approval of this contact and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

(FY15-16)
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY – Children, Youth & Families, OREGON
AND
North Clackamas School District

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and **North Clackamas School District** (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of providing 3 classes of 7 sessions each of the Nurturing Parenting curriculum.

II. Scope of Work and Cooperation

A. AGENCY agrees to coordinate and implement the strategies outlined in Exhibit 1 attached.

III. Compensation

The COUNTY agrees to pay AGENCY an amount not to exceed **\$6,000** during the **2015-2016 fiscal year** for the services outlined in Section II.A.

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

All requests for payment are subject to the approval of the COUNTY and will be submitted to:

Korene Mather
Clackamas County-Children, Youth & Families Division
2051 Kaen Road
Oregon City, OR 97045
503-650-5683
korenemat@co.clackamas.or.us

IV. Liaison Responsibility

Karen Rush will act as liaison from the AGENCY for this project. **Chelsea Hamilton** will act as liaison from the COUNTY.

V. Special Requirements

A. The COUNTY and AGENCY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.

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- B. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of the AGENCY or the AGENCY's employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

Required by COUNTY Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it

5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years

after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective January 1, 2016. This contract will terminate June 30, 2016.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

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GOVERNMENTAL UNIT

By

Name (Typed)

Title

Date

4444 SE Lake Road

Street Address

Milwaukie, 97222

City/Zip

503-353-6050

Phone Number

93-0599524

TIN, FIN or S.S.#

CLACKAMAS COUNTY

Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Interim Director
Health, Housing & Human Services

Date

Approved as to Content:

Rodney A. Cook, Division Director

Date