

April 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Gladstone School District
for Gladstone Pre-Kindergarten to Kindergarten Preschool Model

Purpose/Outcomes	Increase kindergarten readiness skills for students transitioning from Pre-K to kindergarten and build staff capacity to implement The Habits of the Mind and Story Workshops while engaging families in kindergarten skill building opportunities
Dollar Amount and Fiscal Impact	\$52,850 No County General Funds are involved.
Funding Source	Oregon Department of Education-Early Learning Division
Duration	Begins on March 1, 2016 and terminates on December 31, 2016
Previous Board Action	N/A
Strategic Plan Alignment	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
Contact Person	Rodney Cook 503-650-5677
Contract No.	CYF 7599

BACKGROUND: The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with Gladstone School District to provide preschool kindergarten transition supports to 180 four to five year old children located at Gladstone Center for Children and Families. The Gladstone Pre-K to Kindergarten Model is a collaborative between Gladstone School District Kindergarten, Clackamas ESD and Teaching Preschool partners. The goals of this collaboration are to increase kindergarten readiness skills for students transitioning from Pre-K to K; build capacity for staff to learn about and implement the Habits of Mind and Story Workshop, and to engage with families on skill building opportunities to reduce learning gaps.

This contract is retroactive to March 1st because new contract language in the related state revenue contract had to be incorporated into the contract. These changes have been reviewed and approved by county counsel.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Agreement Number 7599

**CLACKAMAS COUNTY
INTERGOVERNMENTAL AGREEMENT**

This Agreement is between Clackamas County, acting by and through its Health, Housing and Human Services Department, Children , Youth & Families Division, hereinafter called "COUNTY," and

***Gladstone School District
Gladstone Center for Children & Families
108905 Portland Avenue
Gladstone, Oregon 97027
Telephone: (503) 503-650-2599
Facsimile: (503) 479-6075
E-mail address: alquisirac@gladstone.k12.or.us***
hereinafter referred to as "AGENCY."

Work to be performed under this Agreement relates principally to the COUNTY

**Children, Youth & Families Division (COUNTY)
2051 Kaen Road
Oregon City, Oregon 97045
Agreement Administrator: Korene Mather or delegate
Telephone: 503-650-5683
E-mail address: Korenemat@clackamas.us**

I. Purpose

This agreement ("Agreement") is entered into between Clackamas County ("COUNTY") and **Gladstone 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 developing early childhood care and education training support network for Clackamas rural child care providers.

II. Scope of Work and Cooperation

- A. AGENCY agrees to coordinate and implement the strategies outlined in Exhibit: A – Part 1 Statement of Work, Exhibit: D Program Requirements and Exhibit F Work Plan attached.

III. Compensation

- A. The COUNTY agrees to pay AGENCY an amount not to exceed \$52,850 **during March 1, 2016 through December 31, 2016** for the services outlined in Section II.A.
- B. AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits A-Part 2, D-Part 3 and F attached hereto.
- C. AGENCY will not be paid for work performed prior to obtaining the necessary COUNTY approvals.
- D. 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

Christina Alquisira will act as liaison from the AGENCY for this project. **Karen Gorton** will act as liaison from the COUNTY.

V. Special Requirements

A. Compliance with Applicable Laws and Regulations

The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

B. Indemnity

The AGENCY agrees to indemnify, hold harmless and defend the COUNTY and State of Oregon, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the AGENCY or the AGENCY's employees or agents.

C. Insurance

During the term of this Agreement, AGENCY shall maintain in force at its own expense, the required insurance as provided for in Exhibit B - Insurance Requirements.

D. Record and Fiscal Control System

All payroll and financial records pertaining in whole or in part to this Agreement 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 Agreement; 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.

E. 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.

F. 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

G. Conflict of Terms.

When a requirement is listed both in the main boilerplate of the Agreement and in an Exhibit, the Exhibit shall take precedence.

H. Special Federal Requirements

The AGENCY shall comply with Common rule that restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).

I. AGENCY shall not enter into any subagreements for any of the work scheduled under this Agreement without obtaining prior written approval from the COUNTY.

VI. Amendment

This Agreement may be amended pursuant to the procedures in Exhibit A, Part 3, Section 2.

VII. Term of Agreement

This Agreement becomes effective March 1, 2016 and will terminate on December 31, 2016

VIII. Termination

- A. This Agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.
- B. Upon termination of this Agreement, any unexpended balances of Agreement funds shall remain with the COUNTY.

IX. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

X. Waiver

The COUNTY and AGENCY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

This Agreement consists of ten sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Part 1 - Statement of Work
- Exhibit A: Part 2 - Payment and Financial Reporting
- Exhibit A: Part 3 - Special Terms and Conditions
- Exhibit B: Insurance Requirements
- Exhibit C: Required Federal Terms and Conditions
- Exhibit D: Part 1 - Great Start Program Requirements
- Exhibit D: Part 2 - Family Support Services Program Requirements
- Exhibit D: Part 3 - Kindergarten Partnership and Innovation Program Requirements
- Exhibit D: Part 4 - School Readiness Program Requirements
- Exhibit D: Part 5 - Healthy, Stable and Attached Program Requirements
- Exhibit E: Budget
- Exhibit F: Work Plan

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Samantha D. Nelson
By

Samantha D. Nelson
Name (Typed)

CLACKAMAS COUNTY

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

Director of Finance & Operations
Title

04/07/2016
Date

17789 Webster Rd
Street Address

Gladstone, OR 97027-1498
City/Zip

503-655-2777
Phone Number

93-6000287
TIN, FIN or S.S.#

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date

Rodney A Cook
Rodney A. Cook, Director
Children, Youth & Families Division

4/7/16
Date