

April 28, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with North Clackamas School District  
for Jump Start-Kindergarten Transition Support Services

<b>Purpose/Outcomes</b>	Provision of kindergarten readiness supports to preschool children (ages 3-5 years) through work with child care providers and the child's parents
<b>Dollar Amount and Fiscal Impact</b>	\$31,405 No County General Funds are involved.
<b>Funding Source</b>	Oregon Department of Education-Early Learning Division
<b>Duration</b>	Begins on March 1, 2016 and terminates on December 31, 2016
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rodney Cook 503-650-5677
<b>Contract No.</b>	CYF 7595

**BACKGROUND:** The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with North Clackamas to provide Jump Start kindergarten transition activities to 144 4-5 year old children entering into 6 North Clackamas School District Elementary Schools (Ardenwald, Lewelling, Linwood, Lot Whitcomb, Oak Grove and Riverside). Activities will focus on assisting children in increasing their self regulation skills and developing a “growth mindset” and increase their understanding of how to follow school routines, communicate with others, etc. There will also be a parent component that will focus on connecting parent’s to their child’s kindergarten staff, helping them develop a greater understanding of how the school can support them and the importance of their child’s school attendance and its impact on learning.

This contract is retroactive to March 1<sup>st</sup> 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 7595**

**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

**North Clackamas School District  
444 SE Lake Road  
Milwaukie, Oregon 97222-4799  
Telephone: (503) 353-1900  
Facsimile: (503) 353-6007  
E-mail address: kniggem@nclack.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 **N 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 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 \$31,405 **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](mailto:korenemat@co.clackamas.or.us)

IV. Liaison Responsibility

**Karen Rush** 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.**

KJM  
By

Kerensa Mauck  
Name (Typed)

Dir, Business Ops.  
Title

4/5/16  
Date

12400 SE Freeman  
Street Address

Milwaukie 97222  
City/Zip

503-353-1900  
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, Director  
Health, Housing and Human Services

\_\_\_\_\_  
Date

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

4-7-16  
Date