

July 21, 2016

Board of Commissioners
Clackamas County

Approval of an Intergovernmental Agreement
with Clackamas Education Service District for Focused Child Care Networks

Purpose/Outcomes	Focused Child Care Network programming will identify child care providers in Clackamas County serving low income and/or Latino families and provide training and technical assistance to improve the quality of programs and increase Quality Improvement Ratings.
Dollar Amount and Fiscal Impact	\$81,444 No fiscal impact to the County
Funding Source	ODE Early Learning Division State General Funds
Duration	July 1, 2016 through June 30, 2017
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.	7876

BACKGROUND:

The Children, Youth & Family Division (CYF), of the Health, Housing & Human Services Department request approval of the Intergovernmental Program Performance Agreement with Clackamas Education Service District. This agreement will fund the Early Learning Council-Clackamas County Focused Child Care Network program.

The purpose of Focused Child Care Networks is to identify child care providers/programs within Clackamas County and provide them with training and technical assistance to increase the quality of child care and achieve a state Early Learning Division Quality Improvement Rating. Identified programs primarily focus on a families with children that are low income and/or Latino.

There are no County general funds involved in this agreement and it has been reviewed and approved by County Counsel. It has a start date of July 1, 2016 and terminates June 30, 2017 and has a maximum value of \$81,444.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

Contract Number 7876

**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

Clackamas Education Service District

13455 SE 97th

Clackamas, Oregon 97015

Telephone: (503) 675-4024

Program Contact: Carol Middleton

E-mail address: cmiddleton@clackesd.k12.or.us
hereinafter referred to as "AGENCY."

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

Children, Youth & Families Division (COUNTY)

150 Beaver Creek Road

Oregon City, Oregon 97045

Contract 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 **Clackamas Education Service 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, and Exhibit: D Work Plan/Quarterly Report, attached.

III. Compensation

- A. The COUNTY agrees to pay AGENCY an amount not to exceed **\$81,444** for the fiscal year starting **July 1, 2016 through June 30, 2017** 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, and D, 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
150 Beaver Creek Road
Oregon City, OR 97045
503-650-5683
korenemat@co.clackamas.or.us

IV. Liaison Responsibility

Carol Middleton will act as liaison from the AGENCY for this project. **Korene Mather** 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 **July 1, 2016** and terminates **June 30, 2017**.

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: Budget and Reimbursement Request
- Exhibit D: Work Plan/Quarterly Report

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.


 By _____

Jada Rupley
 Name (Typed) _____

Superintendent
 Title _____

7.11.16
 Date _____

13455 SE 97th
 Street Address _____

Clackamas, Oregon 97015
 City/Zip _____

503-675-4024
 Phone Number _____

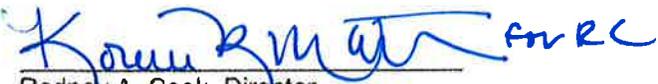
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 TIN, FIN or S.S.# _____

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

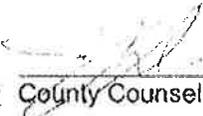
 Date



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

7/12/16
 Date _____

Approved as to form:



 County Counsel

7/11/16
 Date _____