

AGREEMENT

**Yamhill County and Yamhill Community Care Organization (YCCO)
Promoting Healthy Childhood Environments Grant Program**

This agreement ("Agreement") is between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners (hereafter "County"), and Yamhill County Carè Organization, Inc. dba Yamhill CommunityCare (YCCO) (hereafter "Agency"), effective September 1, 2022.

Project: Promoting Healthy Childhood Environments Contact/Lead: Carrie Martin Phone: 503-474-4991 E-mail : martinc@co.yamhill.or.us	Yamhill CCO Contact: Jennifer Richter Title: Early Learning Director Phone: (503) 376-7421 E-mail: jrichter@yamhillcco.org
--	--

Background:

The purpose of this Agreement is to enable the County to partner with the Agency to develop a plan for the Yamhill County Fiscal Recovery Fund (YCFRF) Promoting Healthy Childhood Environments (PHCE) competitive grant program (the "Project"). This fund was made available through the American Recovery Plan Act (ARPA) and has been established to support the needs of children and families throughout Yamhill County. Children's economic and family circumstances have a long-term impact on their future economic outcomes. Increases in economic hardship, material insecurity, and parental stress and behavioral health challenges all raise the risk of long-term harms to today's children due to the pandemics.

Terms of Agreement:

1. **Compensation:** County agrees to pay Agency the sum of \$70,000.00 in one payment, to be made at the time of execution of this Agreement. Agency expressly assumes all tax and insurance liabilities associated with the compensation paid pursuant to this Agreement. Payment will be made by County check payable to Agency.
2. **Term:** This Agreement shall be effective from 09/01/2022-08/31/2023
3. **Termination.** This Agreement may be terminated:
 - a. By written agreement of both parties if the Project deliverables listed in Exhibit A, which is attached hereto and incorporated herein by this reference, are not met, or
 - b. By either party with written notice to the other party no less than thirty (30) days in advance of termination.

If the deliverables listed in Exhibit A are not met Agency agrees to reimburse County for all funds disbursed following a written request for repayment from the County.

4. Alteration of plans: If the submitted deliverables or budget need to change, a request must be submitted in writing and approved by County in writing.

5. Reporting: County staff will work closely with Agency to develop the Project plan, and Agency will maintain regular communication with County as requested. The due dates for formal reporting on spending and activities completed are as follows:

- July 1, 2022 – September 30, 2022, report due October 5, 2022
- October 1, 2022 – December 31, 2022, report due January 5, 2023
- December TBD, 2022, report to Yamhill County Board of Commissioners
- January 1, 2023 – March 31, 2023; report due April 5, 2023
- April 1, 2023 – June 30, 2023; report due July 5, 2023

B.O. 23-74

6. Use of funds. The Agency agrees that this Agreement does not imply or guarantee ongoing funding following approval or acceptance of the Project deliverables. No funds can be used for political purposes, lobbying, or for any non-charitable purposes within the meaning of Chapter 65 of Oregon Administrative Rules regarding 501(c)3 corporations.

7. Independent Contractor; Third Party Beneficiaries. County and Agency are the only parties entering into this Agreement. Agency is an independent contractor and nothing in this Agreement shall create or be construed to create the relationship of principal and agent, or the relationship of partnership or joint venture. County's agents, officers, or employees shall not be considered or considered to be employees of Agency and Agency's agents, officers, and employees likewise shall not be construed to be employees of County. Agency may not use the funds disbursed through this Agreement to distribute subgrants or fund any third party for new projects or work outside of the Project services listed in Exhibit A unless expressly described in this Agreement in advance. If any other party is approved to receive funding or a subcontract, Agency will continue to be responsible for meeting the requirements of this Agreement.

8. Dispute Resolution. If any complaint or concern arises, Agency may contact County at 503-434-7501, or mail a complaint to:

Yamhill County
Attn: Christian Boenisch
535 NE Fifth Street
McMinnville, OR 97128

The parties shall in good faith attempt to resolve any dispute arising out of or related to this Agreement by negotiation for 30 days, or, if the parties agree, through mediation before a mutually acceptable mediator. If any dispute is not resolved by negotiation or mediation, the dispute may, upon the written request of either party, be submitted to binding arbitration to be conducted in accordance with Oregon Revised Statutes, Chapter 36 and Uniform Trial Court Rules, Chapter 13. If the parties cannot mutually agree on a single arbitrator within ten (10) days after receipt of the notice, they shall within ten (10) days each appoint one arbitrator, and the two (2) so appointed arbitrators shall agree on a third arbitrator to hear arguments and make a decision. If the two (2) selected arbitrators cannot agree on a third arbitrator, the parties shall request that the Presiding Judge of Yamhill County appoint an arbitrator with knowledge of the subject matter to act as the third arbitrator. Arbitration shall be held in Yamhill County, Oregon unless the parties mutually agree to another site. The decision of the arbitrator shall be final and binding, and judgment on any award rendered by the arbitrator may be entered in any court having proper jurisdiction. Each party shall pay an equal share of the costs of the arbitration services but shall otherwise pay its own costs and expenses of participation. This dispute resolution process is the sole means for resolving disputes arising out of, related to, or interpreting this Agreement.

9. Data Sharing. Agency agrees to share all data relevant to the Project with County through regular reports and as requested within thirty (30) days of written request.

10. Intellectual Property. All copyright interests in Project materials produced as a result of this Agreement are owned by County. The County grants to Agency a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered

or implemented, any and all such Project materials produced in connection with this Agreement.

11. Confidential Information. Each party shall keep information confidential and shall not use or disclose, except for the purpose of performing their obligation hereunder or as otherwise required by law. "Confidential Information" shall mean confidential information a party receives or learns from the other party hereunder that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy and that relates to the party's business, services, personnel, contracts, subcontracts, suppliers, patients, providers, business partners, marketing plans or strategies, or finances. Any unauthorized disclosure or violation of information resulting in a breach of confidentiality, integrity, security, or compromise of proprietary business information shall be cause for termination of agreement, and/or possible legal action under applicable state and federal laws.

12. Equity. County encourages culturally responsive and equity-oriented practices that recognize and support people of all backgrounds, beliefs, and identities. County is committed to serving the community in the way that is most appropriate to the individualized needs of the population while celebrating its diversity. To do this, any partnerships that County develops must have a mutual agreement to promote acceptance, inclusion, and respect in their practices and in their community.

13. Non-Discrimination. In compliance with state and federal laws and regulations, Agency will not discriminate on the basis of age, color, disability, gender identity or expression, genetic information, marital status, national origin, race, religion, sex, sexual orientation, or veteran status in any of their policies, procedures, or practices.

14. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement, it being understood that all parties need not sign the same counterpart.

15. Assignment. No assignment of this Agreement by either party shall be valid without the prior written consent of the other party. Any attempted assignment in contravention of this Section shall be null and void.

16. Notice. All notices required by this Agreement shall be in writing addressed to the party listed at the start of this Agreement. Notice shall be deemed given for all purposes upon receipt, when personally delivered; one (1) day after being sent, when sent by recognized overnight courier service; two (2) days after deposit in United States mail, postage prepaid, registered or certified mail, or email or when provided as an attachment to an email. Any party may designate a different mailing address for all future notices by notice given in accordance with this paragraph.

17. Compliance with Laws. The parties intend the terms of this Agreement and their relationship to comply with all applicable laws, ordinances and regulations. Further, during the term of and with respect to their performance under this Agreement each party shall remain in compliance with all applicable laws, ordinances and regulations. This Agreement shall be deemed amended to conform to any change in applicable laws or regulations which affect the provisions of the Agreement. The amendment shall be effective on the date such change becomes effective.

18. Indemnification. County and Agency each agree to defend, indemnify and hold harmless the other, including the other's officers, directors, employees, contractors, subcontractors, agents, and affiliates from and against any and all third party claims, demands, enforcement proceedings, law suits, losses, damages and expenses, including attorney's fees or penalties, arising out of or that are caused or occasioned by its own negligent act or omission in performance of its duties or obligations under this Agreement. County and Agency acknowledge and agree that County's above indemnification obligations are subject to and limited by Article XI, section 10 of the Oregon Constitution and by the Oregon Tort Claims Act. This indemnity requirement shall survive termination of this Agreement. Notwithstanding anything contrary in this Agreement, County shall not be liable to Agency, via indemnification or otherwise, for claims, demands, enforcement proceedings, lawsuits, losses, damages or expenses that occur based on County's good faith reliance on the accuracy and truthfulness of information received from third parties, including but not limited to the Agency, Agency members, or health care providers.

19. Modification. No modification of this Agreement, including the attached Exhibit shall be valid unless in writing and signed by all of the parties. As between the parties, no terms and conditions contained in an electronic notification shall be of force or effect.

20. Integration. This Agreement including its Exhibits constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties with respect to the subject matter contained herein.

21. Severability. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and its implementing regulations to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect unless the invalidity substantially modifies the benefit of this contract to either party.

22. Waiver. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision. Effective waivers of any provision of this Agreement must be set forth with specificity in writing and signed by the waiving party.

23. Governing Law. To the extent not preempted by Federal law, this Agreement shall be interpreted and enforced according to the laws of the State of Oregon, without regard to choice of law analysis.

Agree to on behalf of
Yamhill County Board of Commissioners



Signature

Lindsay Berschauer
Board Chair

Date: 3.2.23

Agree to on behalf of
Yamhill Community Care Organization (YCCO)



Signature

Seamus McCarthy
President/CEO

Date: 3/10/2023

EXHIBIT A

Agency's Early Learning Hub Regional Childcare Assessment Task Force Statement of Work

Introduction:

This proposal outlines facilitation support for Agency, through its Early Learning Hub and its partners, to develop a plan for using federal relief funds to stabilize and increase the supply of quality childcare providers in Yamhill County.

As a result of the COVID-19 pandemic childcare providers in Oregon have endured massive disruptions to their businesses and livelihood. Beginning in March of 2020, childcare providers in Oregon were ordered to close their doors unless they are providing emergency childcare for essential workers. While all businesses were impacted by the shutdown, childcare in Oregon was already in crisis prior to the pandemic and, while the impact of COVID has been devastating, this is also an unprecedented time of opportunity for childcare providers and early learning advocates.

Due to the disruptions in access to childcare, and the subsequent impact on working families and the businesses that employ them, childcare is now increasingly viewed as critical economic infrastructure, spurring new federal and state investments, through both the American Rescue Plan Fund, and potentially through the federal Build Back Better plan currently under consideration in Congress.

Many efforts are underway statewide to respond to this moment in a way that will strengthen and expand the supply and capacity of childcare and early learning environments in Oregon including new state and local investments aimed at this challenge. Concurrently, the Oregon Early Learning Division (ELD) and Early Learning Council (ELC) are in the process of revising Raise Up Oregon, the state's early learning strategic plan and roadmap.

To respond to the moment Agency's Early Learning Hub, is engaging in a regional assessment focused on Raise Up Oregon's Objective 2¹, focused on engaging in community-based research to understand the current state of childcare and preschool in the community, to recommend a set of strategies to increase childcare and preschool capacity in Yamhill County, and to inform Yamhill County's designated expenditures of ARPA funds and the ELD/ELC's revision of their strategic plan.

Proposal:

Brave Ideas Consulting will work with Agency's Early Learning Hub and its partners, to ensure broad community participation in the development of these strategies. Our approach will combine traditional research practices with best practice strategies with community based participatory research to support the development of recommendations that can be implemented to make an impact in the short, medium, and long term for Yamhill County childcare and preschool providers.

Over the course of 6 months, we will:

- Facilitate a monthly committee meeting of organizational leaders and stakeholders convened by Agency's Early Learning Hub, to guide the development of recommended strategies.
- Conduct seven focus groups of 10-15 people each.
 - Three parent focus groups.
 - Two provider focus groups.
 - Two business sector focus groups.
- Analyze and prepare findings from focus group conversations for task force consideration.
- Conduct a state and national landscape analysis to bring up to date best-practice models and research to the task force for consideration.

¹ Families have access to high-quality (culturally responsive, inclusive, developmentally appropriate) affordable early care and education that meets their needs.

Exhibit
"A"

- Prepare a final report and slide deck detailing findings from the regional system analysis and recommended strategies for Yamhill County and Agency's Early Learning Hub to use to guide future investments.

Timeline:

Work will begin in August 2022 and conclude in February 2023. An estimated timeline for each deliverable is detailed below.

Deliverable	Timeline for completion
Task force facilitation	Monthly, September 2022 – February 2023
Focus groups	August 2022 – October 2022
Landscape analysis	September 2022
Progress report to YC Board of Commissioners	December 2022
Final report and slide deck	February 2023