

July 7, 2022

Board of County of Commissioners
Clackamas County

Members of the Board:

Approval of a Cooperative Agreement Community Development Block Grant (CDBG) with Clackamas County Children’s Commission to Provide Estacada Head Start Preschool Building Improvements. Total estimated cost \$140,000. Funded through CDBG Funds and other ClackCoKids funds.

No County General Funds are involved.

Purpose/ Outcome	Signature approval of a Cooperation Agreement to fund a portion of the construction expenses for Head Start Building Improvements Project at the preschool in Estacada.
Dollar Amount and Fiscal Impact	Community Development Block Grant CDBG funds \$140,000
Funding Source	U.S. Department of Housing and Urban Development CDBG CARES Act funds No County General Funds are included in this Agreement
Duration	Upon signature to 10 years after completion of the project (est. 2032)
Previous Board Action/ Review	Previous Board Action on May 6, 2021. Agenda item 20210506 A2. BCC Public Hearing on April 8, 2021. Issues topic 7.5.22
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Cooperation Agreement was reviewed and approved by County Counsel AN on 6/2/2022.
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Working with Finance Grants, Community Development Division distributed a Notice of Funding Opportunity (NOFO)
Contact Person	Mark Sirois, Manager - Community Development: 503-351-7240
Contract No.	H3S# 10699

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Cooperation Agreement for building improvements to a community served preschool in the City of Estacada in Clackamas County, OR. In 2019 the Clackamas County Children’s Commission (ClackCoKids) applied for Community Development Block Grant (CDBG) funding to improve the building owned by the non-profit agency.

PROJECT OVERVIEW: The work to be performed will be for the reconstruction of the front entrance by installing an ADA ramp to improve wheelchair access and make improvements to mobility for persons with disabilities. It will also fund for new exterior siding, windows, and office space upgrades that are needed for energy efficiency and internal building improvements. This Agreement further provides for demolition of old concrete walkways and an existing driveway pull-through that will

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Cooperation Agreement #10699 (CDBG) – Clackamas County Children’s Commission

improve public safety when accessing the preschool. This organization is serving clients with most being in the extremely low-income population. It is expected that the funding under this CDBG agreement will assist approximately 800 families with Head Start services during the program year.

RECOMMENDATION: We recommend the approval of this Cooperation Agreement.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing, and Human Services

COOPERATION AGREEMENT

Between

CLACKAMAS COUNTY, OREGON

And

CLACKAMAS COUNTY CHILDREN'S COMMISSION

H3S #10699

I. Background

- A. This Cooperation Agreement (this "Agreement") is entered into between Clackamas County, through its Community Development Division, a political subdivision of the State of Oregon ("County") and Clackamas County Children's Commission, an Oregon non-profit corporation ("CLACKCOKIDS") to provide a basis for a cooperative working relationship for the much needed building and access improvements (the "Project") on property located at 264 Broadway Street in Estacada, Oregon. The Project will consist of the following improvements: interior walls removal for classroom expansion and other modifications in the building, roofing, siding, windows, front porch and ramp improvements in order to improve accessibility. The final construction will result in an ADA accessible front entrance with various interior and exterior building modifications. The new improvements will provide access and accommodations needed to support its staff and citizens.
- B. The CLACKCOKIDS is a 501(c)3 non-profit organization serving low-to-moderate income families of Clackamas County. The CLACKCOKIDS operates programs that provide services to seniors in Clackamas County. Their mission is to support low income families with early education and a myriad of other services. CLACKCOKIDS is required to adhere to the Federal income property guidelines as outlined by HUD housing programs for providing low income services. CLACKCOKIDS programs serves 800 people on a regular basis; 90% are classified as extremely low income, 8% very low income, and 2% with low income. CLACKCOKIDS also provides community services outside of its low-income service programs.
- C. Based on the demographics of the population that CLACKCOKIDS serves, the County has determined that the Project meets a national objective and is eligible for Community Development Block Grant ("CDBG") funds as a Low-Moderate Clientele ("LMC") presumed benefit activity, as that term is defined at HUD Exchange under "Guide to National Objective and Eligible Activities for CDBG Entitlement Communities" at <https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/>. Therefore, the County has approved use of CDBG funds for this Project.
- D. The County will provide partial funding for the Project, and will be responsible for bidding, negotiating, and managing any public contracts with third parties necessary to complete the Project. The CLACKCOKIDS will be responsible for matching a certain percentage of the total Project cost, as detailed in this Agreement, and for any costs incurred on the Project in excess of the funds contributed by the County, and will coordinate with County and any third party the County contracts with to complete the Project.

II. Consideration

- A. The County agrees to provide CDBG funds toward the Project in a sum not to exceed **\$140,000.00** (“CDBG Funds”). The CDBG Funds allocated for the Project will be paid directly to any contractor hired by County to perform the work on the Project (“Contractor”) upon full execution of a construction contract. CLACKCOKIDS agrees to pay all Project costs incurred in excess of the CDBG Funds amount, including any change orders or other additional expenses related to the construction contract. CLACKCOKIDS is further responsible for providing a minimum 20% match contribution towards the cost of the Project, as detailed in Article IV, below.

The parties anticipate that the total costs of completing the Project will not exceed the sum of \$240,000 dollars. If, following receipt of construction bid proposals as part of the County’s public bid process, either party determines the Project cannot be completed with available funds, the County and CLACKCOKIDS agree to negotiate, in good faith, a possible modification of the Project or this Agreement to accommodate funding limitations.

If the parties are unable to reach an agreement as to a modified Project or amendment to the Agreement, this Agreement shall terminate, the parties shall bear their own costs incurred as of the date of termination, and the parties shall have no further obligations regarding this Agreement.

- B. **Payment.** The Contractor will oversee work performed to complete the Project and shall submit invoices for payment to the County. Payments shall be made to the Contractor directly following the County’s review and approval of invoices submitted. County shall make payment(s) to the Contractor in the time and manner set forth in the construction contract with Contractor. The County CDBG Funds will be used first to pay the Contractor. CLACKCOKIDS funds will be used second to pay the Contractor. Once the County has expended all of the CDBG funds allocated for the Project, CLACKCOKIDS will pay all amounts necessary to complete the Project on a reimbursement basis as follows: The County will submit monthly invoice to CLACKCOKIDS for amounts paid to Contractor, and CLACKCOKIDS will make payment to County within twenty one (21) days after receipt of each invoice. CLACKCOKIDS will reimburse County for all amounts owed to the Contractor in excess of the CDBG Funds provided by County under this Agreement. Payment shall be made to County at the following address:

Clackamas County
Public Services Building-Department of Finance
2051 Kaen Road, Fourth Fl.
Oregon City, OR 97045

- C. **Security.** On or before execution of any contract between County and Contractor to perform the work on the Project, CLACKCOKIDS shall provide security for the

performance of its obligation to pay all Project costs incurred in excess of the CDBG Funds provided by County under this Agreement. The security provided must be in a form acceptable to County in its sole discretion, and must provide, at a minimum, sufficient funds to pay all Project costs that may be incurred by Contractor to complete the Project. The security requirement provided herein is a condition precedent to County's execution of a contract between County and Contractor. CLACKCOKIDS's failure to provide acceptable security to County shall permit County to immediately terminate this Agreement. County shall have the right to draw upon the security provided herein in the event CLACKCOKIDS fails to make payment to County in accordance with its payment obligations set forth in Article II, Subsection (B), above.

III. Scope of Responsibilities

A. Under this Agreement, the responsibilities of CLACKCOKIDS shall be as follows:

1. CLACKCOKIDS shall provide all necessary supervisory and administrative support to assist the County with the completion of the Project.
2. CLACKCOKIDS shall obtain any easements or approvals necessary to allow access onto private property through the course of the Project. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA"). If assistance is needed for URA guidance, the County has a Right-Of-Way Acquisition Specialist.
3. CLACKCOKIDS shall provide oversight of the Project. Such services shall be provided at no cost to the County, e.g.; CLACKCOKIDS personnel and contracted agencies affiliated with CLACKCOKIDS attending regular meetings with County staff discussing project progression and architectural review/consultation.
4. Upon completion of the Project improvements, CLACKCOKIDS shall operate and maintain the improvements for public purposes for their useful life.
5. CLACKCOKIDS will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CLACKCOKIDS property. CLACKCOKIDS will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance.
6. CLACKCOKIDS shall provide all necessary supervisory and administrative support to assist the County with the completion of the Project. CLACKCOKIDS will submit to County for its approval all reports and recommendations concerning construction of Project. The County will submit to CLACKCOKIDS for its approval all of County's decisions affecting construction. Both parties agree that their approval may not be unreasonably delayed, withheld or conditioned and will be deemed given within 15 business days of receiving written request for approval from the other party or its agent, if such party has not given written disapproval and the specific basis for same within such 15 day period.
7. Upon completion of the Project, the CLACKCOKIDS:

- a. Agrees to accept the improvements and responsibility for any claims arising out of or related to the Project from that point forward;
 - b. Agrees to become the successor of the Project construction contract and assume all of the corresponding rights and responsibilities; and
 - c. Agrees to continue operating the Property as a community preschool for at least 10 years.
 8. CLACKCOKIDS agrees to report to the County information on the race and head-of-household status for each client. The report shall cover the period between July 1 to June 30 for each year or partial year until completion of the Project. The report format shall be provided by the County and shall be submitted to the County no later than the 31st day of August, attached as ATTACHMENT A and incorporated by reference.
 9. CLACKCOKIDS agrees to maintain ownership of the Property for the life of at least 10 years.
 10. CLACKCOKIDS agrees to inform the County in writing prior to making any change in the use of the Property. Should the new use not meet HUD eligibility criteria, and/or the clients no longer meet the HUD income guidelines, CLACKCOKIDS shall reimburse County as provided in 24 CFR Part 570.505. In no event will CLACKCOKIDS's reimbursement obligations be less than the full amount of CDBG funds provided by the County under this Agreement
 11. Should the Property be sold and converted to a non-qualifying use CLACKCOKIDS agrees to reimburse the County as provided under applicable law including, but not limited to, the requirements of 24 CFR 570.505.
 12. CLACKCOKIDS shall complete and submit a Matching Funds Report following completion of the Project, attached as ATTACHMENT Band incorporated by reference.
- B. Under this Agreement, the responsibilities of the County will be as follows:
1. The County agrees to provide and administer available the CDBG Funds granted by the U.S. Department of Housing and Urban Development ("HUD") to finance the Project, subject to the limitations contained in Article IV, below.
 2. County shall conduct an environmental assessment of the Project as required in 24 CFR 570.604.
 3. The County will bid and contract for construction of the Project.
 4. The County, with the advice of the CLACKCOKIDS, will approve changes, modifications, or amendments as necessary to serve the public interest.
 5. The County shall provide reasonable and necessary staff for administration of the Project. A Project Coordinator from the County's Community Development Division will assist with the Project management, coordination and contract administration.
 6. The responsibilities of the Project Coordinator shall include:

- a. Prepare a Request for Proposal (RFP) Bid Packet to be advertised in a local contractor's publication;
- b. Conduct the RFP Bid Reviews with a team of reviewers on the date determined by the RFP solicitation;
- c. Hire a General Contractor which scores the highest by the team of reviewers that has all of the requirements for the work;
- d. Issue a Notice of Award as well as the Notice to Proceed after the Construction Contract is approved;
- e. Conduct a Pre-Construction Conference with the Contractor and CLACKCOKIDS General Manager, for the site as well as work closely with the General Contractor throughout General Contractor's performance of the Project;
- f. Closeout Paperwork and all federal reporting requirements;
- g. Notify CLACKCOKIDS of its responsibilities for all warranty related issues after the release of retainage following completion of work under the construction contract.

IV. Budget and Financial Responsibilities

- A. The County will procure and manage the contract for construction of the Project pursuant to Article III, above. The obligations of the County are expressly subject to the County receiving funds from HUD for the Project, and in no event shall the County's financial contribution exceed the amount finally granted, released and approved by HUD for this Project.
- B. Expenditure of the contingency funds if any, will require joint approval of the County and CLACKCOKIDS in accordance with the terms the construction contract. Any change orders will be handled in the following manner:
 1. In the event that unforeseeable conditions arise which necessitate the execution of a change order, the County will execute a change order(s) subject to a determination that funds are available.
 2. Funds for the change order(s) shall be split 80% County and 20% CLACKCOKIDS, provided CDBG funds are still available of the amount in Article II, above. In the event all CDBG funds have been expended, CLACKCOKIDS shall be solely responsible for all additional costs under the change order.
- C. CLACKCOKIDS agrees to contribute the greater of:
 1. Twenty percent (20%) of the total Project cost, or
 2. All costs which exceed available CDBG funds budgeted for the Project.
- D. In no event shall CLACKCOKIDS financial participation be less than twenty percent (20%) of the Project costs. Project costs include final construction costs which are defined as original construction amount as well as approved change orders.
- E. In the event the Project cannot be completed with available funds, the County and CLACKCOKIDS will jointly determine the priorities of the improvements to be made within funding limits.

- F. In the event a contractor is entitled to payments for work completed above and beyond the amount of CDBG funds received from HUD for the Project, the County shall request a transfer of funds from CLACKCOKIDS for the amount necessary to make such payments.
- G. CLACKCOKIDS in payment of Project costs shall remit requested funds to the County's Community Development Division within Twenty-One (21) working days of the invoice by the County. All checks shall be made payable to Clackamas County and mailed to the following address:

Public Services Building-Department of Finance
2051 Kaen Road, Fourth Fl.
Oregon City, OR 97045

V. Liaison Responsibility

Darcy Kilsdonk and Jennifer Root will act as liaison from CLACKCOKIDS for the Project. Amy Council as liaison from the County for the Project.

VI. Special Requirements

- A. Law and Regulations. The County and CLACKCOKIDS agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- C. Indemnification. CLACKCOKIDS shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of CLACKCOKIDS, its subcontractors, agents, or employees. CLACKCOKIDS agrees to indemnify, hold harmless and defend County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon (1) damage or injuries to persons or property caused by the errors, omissions, fault or negligence of CLACKCOKIDS or the CLACKCOKIDS 's employees, subcontractors, or agents; or (2) CLACKCOKIDS's breach of any term or condition of this Agreement including, but not limited to, any claim by the Contractor for amounts due and owing to complete construction of the Project

However, neither CLACKCOKIDS nor any attorney engaged by CLACKCOKIDS shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall CLACKCOKIDS settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- D. Notice of Claims. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- E. 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 shall be retained for a period of ten (10) years after project completion 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.
- F. 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 CLACKCOKIDS which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- G. Debt Limitation. 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. Obligations of the County are also expressly subject to the County receiving funds from HUD for this Project and in no event shall the County's financial contribution exceed the amount finally granted, released and approved by HUD for this Project.
- H. Conflict of Interest. No officer, employee, or agent of CLACKCOKIDS or County who exercises any functions or responsibilities in connection with the planning and carrying out of the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the parties shall take appropriate steps to assure compliance. The parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.
- I. Insurance. CLACKCOKIDS will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CLACKCOKIDS property. CLACKCOKIDS will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, CLACKCOKIDS shall be required to maintain flood insurance. CLACKCOKIDS shall, at the CLACKCOKIDS's expense, keep in effect during the term of this Agreement the following insurance coverage: Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 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 Agreement.
- J. Nondiscrimination. CLACKCOKIDS and the County agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, religion, national origin, familial

status, or the presence of any mental or physical disability. These requirements are primarily specified in ORS Chapter 659A; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

- K. Handicapped Accessibility. CLACKCOKIDS agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- L. Nonsubstituting for Local Funding. The CDBG Funds made available under this Agreement shall not be utilized by CLACKCOKIDS to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- M. Evaluation. CLACKCOKIDS agrees to participate with the County in any evaluation Project or performance report, as designed by the County or the appropriate Federal department, and to make available all information required by any such evaluation process.
- N. Audits and Inspections. CLACKCOKIDS will ensure that the County, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- O. Acquisition. If completion of the Project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- P. Change of Use. CLACKCOKIDS agrees to comply with applicable change of use provisions contained in 24 CFR 570.505.
- Q. Reversion of Assets. Upon expiration or termination of this Agreement, CLACKCOKIDS shall transfer to County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. For any real property under CLACKCOKIDS control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, CLACKCOKIDS shall ensure said real property is either:
 - 1. Used to meet one of the National Objectives in 24 CFR 570.208 for the term of this Agreement; or
 - 2. Not used to meet on the National Objectives for the term of this Agreement, in which event CLACKCOKIDS shall pay to County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

VII. Term of Agreement

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The CDBG grant will closeout ten (10) years from completion of the Project.
- C. The term of this Agreement is a period beginning when it becomes effective and ending ten (10) years after the CDBG closeout.
- D. This Agreement may be suspended or terminated prior to the expiration of its term by:
 1. Mutual agreement by the County and CLACKCOKIDS;
 2. Either the County or CLACKCOKIDS may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 3. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Upon termination of this Agreement, any unexpended CDBG Funds shall remain with the County.

VIII. Additional Terms and Conditions

- A. Compliance and Further Assurances.** CLACKCOKIDS shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. CLACKCOKIDS agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary for County to comply with applicable Federal requirements. All terms and conditions required under applicable federal law regarding CDBG or use of CDBG Funds are hereby incorporated by this reference herein.

B. Integration.

This Agreement contains the entire agreement between CLACKCOKIDS and the County and supersedes all prior written or oral discussions.

C. Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

D. Oregon Law and Forum

This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and CLACKCOKIDS that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CLACKCOKIDS, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

E. Waiver

CLACKCOKIDS and County 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.

F. Survival.

All provisions in Article II, Article III, Article VI, Sections (B), (C), (D), (E), (F), (G), (K), (L), (M), (N), (P), and (Q), and Article VIII, Sections (A), (B), (C), (D), (E), (F),

(G), (I), and (K), shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

G. Necessary Acts.

Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

H. Time is of the Essence.

Agency agrees that time is of the essence in the performance this Agreement.

I. Successors in Interest.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

J. Force Majeure.

Neither CLACKCOKIDS nor County shall be held responsible for delay or default caused by events outside of the CLACKCOKIDS or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, CLACKCOKIDS shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

K. No Attorney Fees.

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses

[Signature Page Follows]

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

**CLACKAMAS COUNTY CHILDREN'S
COMMISSION**

264 N. Broadway Street
Estacada, OR 97023

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

Darcee Kilsdonk

Darcee Kilsdonk, Executive Director

06.02.2022

Date

Tootie Smith, Chair

Date

Approved as Form:

By:  _____

Date: 06/06/2022

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT
ANNUAL PERFORMANCE REPORT
FOR THE PERIOD: JULY 1, ____ TO JUNE 30, ____

Project Name: CLACKCOKIDS Estacada Head Start Improvements Project (#1796)

Note: Need data from June 30, 2022 through July 1, 2023

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

Females: _____

Males: _____

Persons with Disabilities: _____

Race Categories		Total #	# Hispanic
		(G)	(H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		
(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am.Indian/Alaskan Native & Black/African Am:		
(10)	Other Multi-Racial:		

Signature

Date

Organization

INSTRUCTIONSTotal Number Assisted (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10)

All persons/households served (including persons of Hispanic ethnicity) must indicate Race.

Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) – A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native **and** White (Row 6)

Asian **and** White (Row 7)

Black or African American **and** White (Row 8)

American Indian or Alaska Native **and** Black or African American (Row 9)

Other Multi-Racial (Row 10) – The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity – Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

ATTACHMENT B

CDBG Project Match Funds

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the CLACKCOKIDS Estacada Head Start Improvements Project:

FY 2022-2023 CDBG Funds:	\$ 140,000 maximum
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SOURCES OF LOCAL MATCH:	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
Oregon Prekindergarten Grant-Start Up	\$ 100,000
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private (including recipient) Funding	
Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$5/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other	\$ _____

Prepared By:
 (Print name)

Darcee Kilsdonk

 Signature

06.02.2022

 Date