

November 14, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

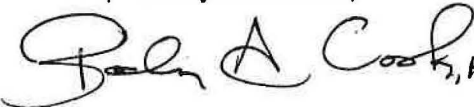
Approval of a Cooperation Agreement with Clackamas County Children's Commission for the New
Head Start Classroom Building Project in Milwaukie

Purpose/ Outcome	The Cooperation Agreement will allow for the construction of a new classroom building for the Clackamas County Children's Commission (CCCC) Head Start Program Campus. The new classroom building will include administrative offices, adult restrooms, children restrooms, and a new HVAC system. The new classroom building will be 4,015 square feet. The project will be located at 16518 S.E. River Road, Milwaukie, Oregon.
Dollar Amount and Fiscal Impact	Clackamas County Community Development Division (CD) allocation for the Federal U.S. Housing and Urban Development (HUD) for this project in the amount of \$390,000 dollars.
Funding Source	Community Development Block Grant Funds - \$390,000 Clackamas County Children's Commission Funds - \$1,294,232 No County General Funds are involved.
Duration	January – August 30, 2020, Planned Construction Schedule.
Previous Board Action/ Review	Action Plan presented to the BCC on May 11, 2017 (FY 2017-18).
Strategic Plan Alignment	Ensure safe, healthy and secure communities.
Counsel Review	County Counsel reviewed and approved on October 30, 2019.
Contact Person(s)	Steve Kelly - H3S/ Community Development Division: 503- 650-5665
Contract No.	H3S 9529

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of this Cooperation Agreement with Clackamas County Children's Commission to allow for this construction project on their property. The Agreement determines roles of CCCC staff, CD staff as well as the CCCC hired architect regarding project management and oversight during construction of the new classroom building.

RECOMMENDATION: We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

 John A. Cook, H3S Deputy Director/FOU

Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

COOPERATION AGREEMENT

Between

CLACKAMAS COUNTY, OREGON

And

CLACKAMAS COUNTY CHILDREN'S COMMISSION

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 the Clackamas County Children's Commission an Oregon non-profit corporation ("CCCC") to provide a basis for a cooperative working relationship for the design and construction of a new classroom building on CCCC-owned property located at 16518 River Road, in Milwaukie, Oregon. The Project will consist of the following improvements: grading, excavation of a designated area at the rear of their property. The final construction will result in a permitted and completed structure. The new classroom building will have a concrete foundation, sewer, water, electrical, lighting, walls, required restrooms, and ADA access for the structure both externally and internally (herein referred to as the "Project").
- B. The CCCC is a 501(c)3 non-profit organization serving Low-to-Moderate income families of Clackamas County. The CCCC operates the Head Start Program in Clackamas County. Their mission is to support the growth of children and families, positive parenting, and school readiness. CCCC is required to adhere to the Federal income property guidelines for enrolling children and families. The CCCC Head Start Program serves 714 children among its various locations, of the total 714, 100 children are served at the River Road Head Start location.
- C. The County has determine that the Project is eligible for Community Development Block Grant ("CDBG") funds as a Low-Moderate Clientele ("LMC") Benefit Activity. Based on the demographics of the population that CCCC services, the County has determined this Project is eligible for CDBG funds and meets a national objective by serving Low-to-Moderate Clientele, within Clackamas County. Therefore, the County shall proceed with this Project with CCCC.
- 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. CCCC 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 at the sum not to exceed \$390,000.00- ("CDBG Funds") for accomplishing the Work required by this Agreement. 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. CCCC agrees to pay all Project costs in excess of the CDBG funds, including any change orders or other additional expenses related to the construction contract, once the Contractor is hired. CCCC 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 \$390,000 dollars. If, following receipt of construction bid proposals as part of the County’s public bid process for construction or during performance of the construction contract, either party determines the Project cannot be completed with available funds, the County and CCCC 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 submit monthly invoices jointly to CCCC and County for work performed to complete the Project and shall include the total amount billed to date prior to the current invoice. Invoices shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. 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. CCCC funds will be used second to pay the Contractor. Once the County has expended all of the CDBG funds allocated for the Project, CCCC will pay all amounts necessary to complete the Project. The County will invoice CCCC for the balance of the unpaid Project costs within 30 days of the completed work. The County will reconcile all Project funds through the completion of the work. The County will not pay the Contractor any amount in excess of the maximum compensation described in Article II, Section A, above. All amounts due to the Contractor in excess of the maximum compensation will be the sole responsibility of CCCC.

III. Scope of Responsibilities

- A.** Under this Agreement, the responsibilities of CCCC shall be as follows:
1. CCCC shall provide all necessary supervisory and administrative support to assist the County with the completion of the Project.
 2. CCCC 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. CCCC shall provide architectural services for the design and construction oversight of the Project. Such services shall be provided at no cost to the County. CCCC shall assume responsibility for ensuring the following:
 - a. CCCC shall hire a registered professional Architect (herein after referred to as Architect) to prepare all plans and specifications necessary to publicly bid the Project for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight of the Project. The Architect firm may donate staff time as well as donate materials for the Project.
 - b. CCCC shall require the Architect to maintain comprehensive general and automobile liability insurance (including contractual liability insurance) for personal injury and property damage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to Architect's or any of Architect's subcontractor's performance of this Agreement under the following provisions listed in the matrix below. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

Minimum Insurance Requirements For Contracts:

Reason for Contract:	Commercial General Liability:	Automobile Liability Commercial:	Professional Liability:
Consulting Services/ Professional	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Design Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Architects	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Professional Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000

- c. CCCC shall require the Architect to maintain professional liability insurance in an amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage in any way related to this contract. The Architect shall endeavor to use good faith in order to maintain in force such coverage for not less than three (3) years following completion of the Project. Such insurance shall provide 30 days written notice to the County in the event of cancellation, non-

- renewal, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. The insurance company will provide written notice to the County within thirty (30) days after any reduction on the general annual aggregate limit.
- d. CCCC agrees to require the Architect to furnish the County evidence of the insurance required in Article III, Sections A.3 (b) and (c).
 - e. CCCC shall ensure that the Architect's responsibilities include, but are not limited to, the following:
 - (1) During construction the Architect shall endeavor to guard the County against apparent defects and deficiencies in the permanent work constructed by the Contractor.
 - (2) All reports and recommendations concerning construction shall be submitted to the County for their approval. The County agrees that no decisions affecting construction shall be made without CCCC approval.
 - (3) In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the County, CCCC shall be solely responsible for these modifications.
4. Upon completion of the Project improvements, CCCC shall operate and maintain the improvements for public purposes for their useful life, subject to the limitations on the expenditure of funds by CCCC as provided by Oregon statute.
 5. CCCC will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CCCC property. CCCC will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance.
 6. CCCC shall provide all necessary supervisory and administrative support to assist the County with the completion of the Project. CCCC will submit to County for its approval all reports and recommendations concerning construction of Project. The County will submit to CCCC 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 CCCC:
 - a. Agrees to accept the improvements and take ownership and accept 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 congregate community.
 8. CCCC 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. CCCC agrees to maintain ownership of the Property for the life of the Project.
 10. CCCC 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, CCCC shall reimburse County as provided in 24 CFR Part 570.505. Said provision is attached as ATTACHMENT B and hereby made a part of this Agreement.
 11. Should the Property be sold and converted to a non-qualifying use CCCC agrees to reimburse the County as provided in 24 CFR Part 570.505.
 12. CCCC shall complete and submit a Matching Funds Report following completion of the Project, attached as ATTACHMENT D and 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 Section IV, below.
 2. County shall conduct an environmental assessment of the Project as required in 24 CFR 570.604 of the CDBG.
 3. The County will appropriately bid and contract for construction of the Project. In this Project construction contract, the County will act as the owner for purposes of administering the construction contract.
 4. The County, with the advice of the CCCC, 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 Bid Packet to be advertised in a local contractor's publication;
 - b. Conduct the Bid Opening on the date determined by all Parties;
 - c. Hire a General Contractor via the lowest responsible and responsive bidder;
 - d. Issue a Notice to Proceed after the Construction Contract is approved;
 - e. Conduct a Pre-Construction Conference with the General Contractor and CCCC, and the Architect;
 - f. Coordinate with the Architect, CCCC and General Contractor throughout General Contractor's performance of the Project;
 - g. Administration of federal and state prevailing wage requirements;
 - h. Closeout Paperwork and all federal reporting requirements;
 - i. With the Approval of the Architect and both Parties;
 - (1) Make payment to the Contractor

- (2) Release retainage funds to the Contractor as appropriate; and
- j. Notify CCCC of their responsibilities for all warranty related issues after the Release of Retainage.

IV. Budget and Financial Responsibilities

- A. The County will procure and manage the contract for construction of the Project pursuant to Article II, 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 will require joint approval of the County and CCCC of a Change Order prepared by the Architect in accordance with the General Conditions of 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 instruct the Architect to execute a change order(s).
 2. Funds for the change order(s) shall be split 80% County and 20% CCCC provided CDBG funds are still available of the amount in section A.
- C. CCCC 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 CCCC 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 can not be completed with available funds, the County and CCCC 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 CCCC for the amount necessary to make such payments.
- G. CCCC 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:

Attn: Ke'ala Adolpho
Public Services Building-Department of Finance
2051 Kaen Road, Fourth Fl.
Oregon City, OR 97045

IV. Liaison Responsibility

Sue Elder and Michael Waer will act as liaison from CCCC for the Project. Steve Kelly will act as liaison from the County for the Project.

V. Special Requirements

- A. Law and Regulations. The County and CCCC 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. CCCC 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 CCCC, its subcontractors, agents, or employees. CCCC 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 damage or injuries to persons or property caused by the errors, omissions, fault or negligence of CCCC or the CCCC's employees, subcontractors, or agents.

However, neither CCCC nor any attorney engaged by CCCC 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 CCCC 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 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.
- 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 CCCC 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 CCCC 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. CCCC will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CCCC property. CCCC will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, CCCC shall be required to maintain flood insurance. At the CCCC's expense and keep in effect during the term of this Agreement, 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. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- J. Nondiscrimination. CCCC 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. CCCC 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 CCCC 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. CCCC 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. CCCC 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. CCCC agrees to comply with applicable change of use provisions contained in 24 CFR 570.505, attached as ATTACHMENT B and incorporated by reference.
- Q. Reversion of Assets. Upon expiration or termination of this Agreement, CCCC 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. Also for any real property under CCCC control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 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 CCCC 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 twenty (20) 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. Written notice provided by the County in accordance with 2 CFR 200, included as ATTACHMENT C, resulting from material failure by CCCC to comply with any term of this Agreement;
 - 2. Mutual agreement by the County and CCCC in accordance with 2 CFR 200;
 - 3. Either the County or CCCC 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.

4. 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. Integration.

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

B. 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.

C. 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 CCCC 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. CCCC, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

D. Waiver

CCCC 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.

E. Survival.

All provisions in Section V(A)-(F), (N), (P), and (Q) Section VIII (B) – (J), shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

F. 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.

G. Time is of the Essence.

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

H. 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.

I. Force Majeure.

Neither CCCC nor County shall be held responsible for delay or default caused by events outside of the CCCC or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, CCCC 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.

J. No Attorney Fees.

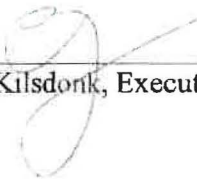
In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[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**

16518 SE River Road
Milwaukie, OR 97267



Darcee Kilsdonk, Executive Director

Date

10/29/2019

CLACKAMAS COUNTY

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on Behalf of the Board.

Richard Swift, Director
Health, Housing and Human Services
Department

Date

Approved As To Form



Office of County Counsel

10/31/19

Date