

August 1, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Revenue Grant Amendment #1 from Oregon Department of Early Learning and Care for Clackamas Early Learning Hub programming. Amendment #1 is \$341,768.46 for a total grant value of \$2,129,032.46 for 2 years. Funding through the State of Oregon. No County General Funds are involved.

Previous Board Action/Review	BCC Consent: 1/4/2024 BCC Issues: 7/30/2024		
Performance Clackamas	1. Ensure safe, healthy and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Jessica Duke	Contact Phone	971-291-8569

EXECUTIVE SUMMARY: The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests approval of a Revenue Grant Amendment #1 from Oregon Department of Early Learning and Care (DELIC) to include funding for the Birth Through Five Literacy program to increase children’s literacy skills by enhancing home literacy environments. CFCC functions as the Clackamas Early Learning Hub coordinating body that identifies early learning resources and services to children 0-6 and their families to help align resources in order to achieve outcomes related to kindergarten readiness, stable and attached families and system coordination.

In the last fiscal year:

- (22-23) 135 individuals were supported by a family resource coordinator in the final phase of that program (ended June 2023).
- (22-23) Families attending kindergarten readiness programming indicated a 29% increase in how prepared they felt for their child to enter kindergarten.

Currently, 189 children are currently enrolled in Preschool Promise.

Amendment #1 value is \$341,768.46 for a total value of \$2,129,032.46 for 2 years for services from October 1, 2023 through September 30, 2025.

RECOMMENDATION: Staff recommend that the Board approve this agreement and authorize Tootie Smith, Chair, to sign it on behalf of Clackamas County.

Respectfully submitted,

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

For Filing Use Only

Amendment No. 1 to Grant Agreement No. 23037

This is Amendment No. 1 to Grant Agreement No. 23037, effective 10/1/2023 (Effective Date) (as amended from time to time, the “Agreement”), between the State of Oregon, acting by and through its Department of Early Learning and Care (“Agency”) and Clackamas County, on behalf of its Clackamas Early Learning Hub (“Grantee”) each a “Party” and together, the “Parties”. This Amendment is effective on the date signed by all Parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

RECITALS

The purpose of this Amendment is to update budgetary items to support services that promote early literacy programs.

The Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~).

1. Section 6, GRANT FUNDS, of the Agreement is amended as follows:

SECTION 6: GRANT FUNDS

- 6.1 In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to ~~\$\$1,787,264.00~~ **\$2,129,032.46** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its state General Funds, Federal Funds and Other Funds (federal) appropriations (“Funding Source”). Allocation of funds is as follows:

23037 Clackamas	General	Other Funds-Fed (Title IV-B)	Total
Oct 1, 2023 – June 30, 2025			
Hub Coordination	799,154		799,154
Family Preservation		71,976	71,976
Family Supports		79,969	79,969
Stable, Healthy & Attached Families	119,363		119,363
KPI	494,701		494,701
Q1 Carryover KPI	57,243.46		57,243.46
Birth Through Five Literacy	284,525		284,525
Total			1,565,162.00 1,906,931.46
July 1, 2025 - Sept 30, 2025			
Hub Coordination	113,786		113,786
Family Preservation		10,234	10,234
Family Supports		11,375	11,375
Stable, Healthy & Attached Families	16,090		16,090
KPI	70,616		70,616
Total			222,102
Total Grant Agreement			1,787,264.00 2,129,032.46

2. Section 19, MISCELLANEOUS, of the Agreement is amended as follows:

~~19.1~~ **19.11 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

~~19.2.~~ **19.12 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit D (Federal Terms and Conditions)
- Exhibit A (the “Project”)
 - Exhibit A Attachment 1
 - Exhibit A Attachment 2
 - Exhibit A Attachment 3
 - Exhibit A Attachment 4**
- Exhibit B (Insurance)

- Exhibit E (Federal Award Identification)

~~19.3~~ **19.13 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

3. Exhibit A, The Project, Part V Accessibility is amended as follows to include:

Testing. Grantee must test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. Agency will test the web or application to validate the Content meets the Mandatory Standards, including a manual validation review of the Content against the current W3 Checklist for Web Content Accessibility (link included for reference: <https://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.pdf>). If the Content fails the testing, Agency will notify Grantee and Grantee must remedy any deficiencies as provided in Section 7.1.3 of this Grant. If Agency determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to Grantee to remove the Content.

Grantee shall remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

CHILD CARE PROVIDER SURVEY

Any survey that a grantee, contractor, or their subcontractors intend to send to child care providers must be sent to the Department in draft form at least seven (7) business days in advance. Surveys should be sent to your DELC grant/contract manager, who will share with the DELC Child Care Labor Liaison.

4. Exhibit A, Attachment 4 as follows, is added in entirety to the Agreement:

EXHIBIT A Attachment 4 KPI Birth Through Five Literacy Plan

PART I. DEFINITIONS

Little Free Library means book-sharing boxes that are open seven days a week, 24 hours a day and are freely accessible to all, removing barriers to book access.

Birth Through Five Literacy Plan (BTFLP) means a plan sponsored by House Bill 3198 to provide investments to expand culturally specific early literacy programs.

Dolly Parton Imagination Library (DPIL) means a book gifting program that mails high-quality books to children from birth to age five in participating areas.

PART II. BACKGROUND

As required by HB 3198, Agency is required to establish and implement the Birth Through Five Literacy Plan, the purpose of which is to expand culturally specific early literacy programs for children from birth to age five, to provide training and coaching for direct service staff in early literacy, and to develop and expand language revitalization efforts by federally recognized Indian tribes in Oregon.

To begin addressing these gaps, Agency is utilizing \$4.7 million of the Birth Through Five Literacy Fund, established by the legislature to fund grants made to carry out the purposes of the Plan, to enhance early literacy activities offered by the Kindergarten Readiness Partnership and Innovation (KPI) fund administered by the regional Early Learning Hubs across the state.

Grant Funds shall be used on Grantee activities that implement programs and strategies that 1) increase early literacy for children from birth through 3rd grade; 2) Reduce early literacy disparities for historically underserved student groups; 3) Increase support to parents and guardians to enable them to be full partners in the development of their children’s literacy skill and knowledge development; and 4) Increase access to early literacy support that is research-aligned, culturally responsive, student- centered, and family-centered.

PART III. ACTIVITIES - REQUIREMENTS - ALLOWABLE COSTS

Grantee shall:

1. Use Grant Funds for Agency-approved activities and Priority Populations for KPI funding which should include but is not limited to:
 - a. Establishment or expansion of early literacy-focused professional development opportunities for early learning and early educators. In carrying out this activity, Grantee shall, at a minimum:
 - i. Plan and alignment with schools, districts, and partners;
 - ii. Identify developmentally appropriate literacy and language curricula; and
 - iii. Facilitate ongoing workshops and training sessions to equip educators with innovative and effective techniques in early literacy.
 - b. Establishment or expansion of parent/caregiver engagement activities, including book distribution in multiple languages focused on early literacy development. In carrying out this activity, Grantee shall, at a minimum:
 - i. Identify cultural and linguistic needs specific to each Hub region to support inclusive and relevant literacy experiences; and
 - ii. Convene multilingual parent/caregivers (such as Parent Leadership Council members) to collaboratively create and implement engagement activities and literacy resource strategies, ensuring that every community has a voice in literacy development.
 - c. Establishment or expansion of Little Free Libraries in communities that have been historically underserved. In carrying out this activity, Grantee shall, at a minimum:

- i. Identify historically underserved communities for strategic placement of Little Free Libraries;
 - ii. Purchase, build, and install Little Free Libraries; and
 - iii. Purchase and ensure the continuous replenishment of culturally inclusive books for children ages 0-5.
 - d. Establishment or expansion of regional partnerships with organizations to increase access to books. In carrying out this activity, Grantee shall, at a minimum:
 - i. Identify local partners (such as libraries, schools, community agencies) and collaborate to increase and expand access to literacy resources across communities;
 - ii. Organize community-focused events and activities that foster literacy awareness and actively involve local populations in achieving the collective goal of advancing early literacy; and
 - iii. Develop and distribute educational materials and resources that support literacy development, ensuring they are accessible and tailored to meet the diverse needs of the community
 - e. Consultation with Tribal Officials and/or Leaders: Engage with Tribal Officials and/or Tribal leaders and cultural experts to understand the specific and cultural needs and preferences of sovereign Tribal Nations and indigenous populations regarding language and literacy. In carrying out this activity, Grantee shall, at a minimum:
 - i. Resource Accessibility: Ensure that books and learning materials in Tribal languages are continuously available and updated, reinforcing efforts to preserve, revitalize, restore, or maintain tribal language in consultation, partnership, and with permission from Tribal Nations and/or indigenous communities.
 - ii. Culturally Responsive Training and Support: Provide accessible and culturally relevant professional development and support to educators and service providers within Tribal communities or who serve Tribal children to deliver culturally responsive and linguistically appropriate literacy instruction.
 - iii. Foster deeper collaboration between Tribal communities and educational organizations led by and tailored to the specific literacy needs and preferences identified by Tribal Nations and indigenous communities. This collaboration emphasizes following the direction of Tribal Officials and/or Tribal leaders to promote an inclusive approach that respects and upholds Tribal sovereignty.
 - iv. Upon approval by Agency in accordance with the terms of this Grant, Grantee may subgrant a portion of the Grant Funds allocated for this activity to sovereign Tribal Nations to ensure that specific cultural needs within tribal communities are addressed, and activities are

closely aligned with local needs and community readiness, in accordance with overarching program objectives.

Non-allowable activities. Grant Funds may not be used for capital expenditures, such as building new or remodeling facilities, or to supplant existing federal or state funds. Birth Through Five Literacy Plan Funds may be used to fund activities described above that support the Dolly Parton Imagination Library of Oregon Program for the 23-25 Biennium only.

PART IV. ACTIVITIES – DELIVERABLES

Grantee shall:

1. Execute activities and deliverables identified by the Agency and approved within the specified funding and timelines.
 - a. In executing the activities described above, Grantee shall use available data to focus funding and activities on Priority Populations;
 - b. Upon approval by Agency in accordance with the terms of this Grant, Grantee shall follow Hub’s process for distributing Birth Through Five Literacy Plan Grant Funds to subgrantees, including which interested parties are involved in the decision-making process;
 - i. Hub must provide oversight and technical support to subgrantees to ensure that they are able to execute activities and deliverables identified in their work plans or memoranda of understanding, within specified budget and timelines.
 - ii. Establish written subgrant agreements with Hub subgrantees that include:
 1. Specific deliverables;
 2. Timelines in which key activities will take place;
 3. Reporting and data sharing requirements;
 4. Participation in program evaluation;
 5. Project budget;
 6. Statement acknowledging the sub-grantee’s role and responsibility to participate in data collection and program evaluation; and
 7. A description of how BTFLP funds are being blended or braided with local or other funding sources funding and furnish copies of all signed agreements to Agency staff as requested.
 - c. In executing the activities described above, Grantee shall perform BTFLP activities respective to local needs, community readiness, and leadership and organizational factors.
2. Participate in any required program evaluation activities, which may include surveys, collection of community or school level data, focus groups, interviews, document reviews, and/or other quantitative or qualitative evaluation approaches. Program evaluation methods may evolve or change over time. **NOTE:** *It is the*

responsibility of the grantee to ensure that all subgrantees are aware of and able to respond to requests for data and information, including demographic information of program participants, as part of the KPI program evaluation.

3. Provide a Birth Through Five Literacy Plan funding plan on Agency-provided template.

PART V. BUDGET

1. Grantee’s total Administrative Overhead (including any indirect costs) for funds derived from Agency’s General Fund appropriations are limited up to 15 percent.

Activity	Early Learning Account - Birth Through Five Literacy Fund	Total
KPI Birth Through Five Literacy Plan Activities	284,525	284,525

PART VI. REPORTING REQUIREMENTS

Grantee shall submit written quarterly activity reports, on or before the dates indicated below:

Reporting Requirement	Due Date (s)
BTFLP Funding Plan (Agency Provided)	60 days following agreement execution
Quarterly Reports	60 days following the end of each quarter
Final Report (Agency Provided)	08/30/2025

Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of the Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Early Learning and Care

By: _____
Laura Sprehe, Procurement Contract Administrator

Date

Clackamas County

By: _____
Authorized Signature

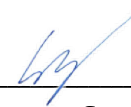
Date

Tootie Smith

Board Chair

93-6002286

Federal Tax ID Number

Approved to Form:  _____
County Counsel

Date: 06/11/2024

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Kevin Gleim, AAG via email

5/24/2024
Date