

November 30, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of Amendment # 1 increasing funding and extending the term of a Revenue Grant Agreement from the Oregon Department of Early Learning and Care for continuation of Coordinated Enrollment services for families eligible for publicly-funded preschool programs. Amendment value is \$173,980 for 1 year, agreement value increased to \$564,480 for 2 years. Funding is through the Oregon Department of Early Learning and Care. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	BCC Approval: 8/3/2023 BCC Issues: 11/28/2023		
<b>Performance Clackamas</b>	1. Ensure safe, healthy, and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Jessica Duke	<b>Contact Phone</b>	971-291-8569

**EXECUTIVE SUMMARY:** The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of Revenue Grant Amendment #1 from Oregon Department of Early Learning and Care (DELIC) for the continuation of Coordinated Enrollment services. Coordinated Enrollment, through the Clackamas Early Learning Hub, collaborates with partners and families to coordinate enrollment and access to publically-funded preschool and enhance the quality of existing early education programs for children in Clackamas County. In the last fiscal year, 196 children were enrolled, and more than 500 families were supported in connecting with preschool and other resources.

Amendment #1 increases the value by \$173,980 and extends the term for one year, for a total grant award of \$564,480 for 2 years for services from July 1, 2023, through June 30, 2025.

**RECOMMENDATION:** Staff recommends that the Board of County Commissioners approve Amendment #1 and authorize Tootie Smith, Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

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

For Filing Use Only

# Amendment No. 1 to 32688

This is Amendment No. **1 to 32688** dated August 14, 2023, as amended from time to time (“Agreement”) between the State of Oregon, acting by and through its **Department of Early Learning and Care** (“Agency”), and **Clackamas County** (“Grantee”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

The Agreement is amended as follows:

1. Section 6.1, Grant Funds, is amended as follows: (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strike through~~):

**SECTION 6: GRANT FUNDS**

6.1 In accordance with the terms and conditions of this Grant, Agency will provide Grantee with funding in the amount not to exceed ~~\$390,500~~ **\$564,480.00** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its CRSSA Act Funds (“Funding Source”).

Funding Source	<b><u>2023-2025</u></b>
Other Funds – EL Hubs Coordinated Enrollment ELA	<b><u>\$194,480.00</u></b>
<u>Other Funds – ELA Preschool Promise</u>	<b><u>\$264,000.00</u></b>
<u>Federal Funds: Preschool Development Grant (PDG)</u>	<b><u>\$106,000.00</u></b>
<u>Federal Funds Carryover: PDG</u>	<b><u>\$ .00</u></b>
<u>Total</u>	<b><u>\$564,480.00</u></b>

**Federal Funds in the amount of \$106,000.00 must be expended by 12/30/2023.**

2. Exhibit A, “THE PROJECT,” is amended as follows:

**Budget 2023-25.** Grantee shall:

1. Submit a detailed budget to the Agency using the Agency-provided template within 30 days of executing the Grant **Amendment No. 1** and report budgeted expenditures to Agency quarterly as set forth in the table on Part VI below.
  - a. Approved budget may be revised up to 10 percent of a budget category without the prior approval by the Agency, but in no case may a budget category adjustment result in an increase of the total amount of Grant Funds set forth in Section 6 of this Agreement. All budget modifications exceeding 10 percent must have a prior written approval by the Agency.
  - b. Grantee’s combined administrative costs and indirect costs ~~are limited to 15 percent of the state Other Funds.~~ **for funds derived from Agency’s federal Preschool Development Grant Fund appropriations are limited to the federal negotiated indirect rate at the time of the expenditure. For funds derived from state Other Funds, combined administrative costs and indirect costs are limited to 15 percent of the state Other Funds.**

**Part VI. REPORTING REQUIREMENTS AND DISBURSEMENTS**

<b>Reporting Requirements</b>	<b>Reporting Period</b>	<b>Due Date</b>
PSP Monthly Enrollment Reporting - Provides site information on recruitment and strategies for enrolling children at specific PSP site.	Monthly	By the 25th of each month for the preceding month
Applicant Pool - Informs Agency on regional efforts for recruitment and collaboration with other local partners	Monthly	Monthly by the 25th of each month
PSP Enrollment Demographics - Provides information on the children enrolled in the PSP program which includes but is not limited to race, ethnicity, age, and other	Quarterly	Quarterly, no later than 60 days after the end of each quarter

Budget Report using an Agency-provided template

July 1, 2023 - June 30, 2024

~~July 31, 2023~~ **30 Days From Grant Amendment Execution**

July 1, 2024 – June 30, 2025

July 31, 2024

Expenditure Report using an Agency provided template

Quarterly  
July – September 2023  
October – December 2023  
January – March 2024  
April – June 2024  
July – September 2024  
October – December 2024  
January – March 2025  
April – June 2025

No later than 60 days after the end of each quarter.

- 3. Exhibit D, "FEDERAL TERMS AND CONDITIONS," is hereby added, as set forth in Exhibit D, attached hereto and incorporated herein by this reference.
- 4. Exhibit E, "FEDERAL AWARD IDENTIFICATION," is hereby added, as set forth in Exhibit E, attached hereto and incorporated herein by this reference.

Except as expressly amended above, all other terms and conditions of 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 this Agreement.

**Certification:**

Any individual signing on behalf of Grantee has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Grantee’s correct taxpayer identification number;
- b. Grantee is not subject to backup withholding because:
  - i. Grantee is exempt from backup withholding;
  - ii. Grantee has not been notified by the IRS that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - iii. the IRS has notified Grantee that Grantee is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Grantee has faithfully has complied with and is not in violation of:
  - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
  - ii. any tax provisions imposed by a political subdivision of this state that applied to Grantee, to Grantee’s property, operations, receipts, or income, or to Grantee’s performance of or compensation for any work performed by Grantee; and
  - iii. any tax provisions imposed by a political subdivision of this state that applied to Grantee, or to goods, services, or property, whether tangible or intangible, provided by Grantee; and
  - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. in the event that Grantee is a general partnership or joint venture, that Grantee signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

**Clackamas County:**

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

By: \_\_\_\_\_  
Title: Clackamas County Board Chair  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_


FEID # 93-6002286

Approved pursuant to ORS 291.047

By: Kevin Gleim via email  
Assistant Attorney General

Date: 10/30/2023

Approved to Form

By:   
County Counsel

Date: 11/13/2023

# EXHIBIT D

## FEDERAL TERMS AND CONDITIONS

If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments  will  will not be made in whole or in part with federal funds.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient  Grantee is a contractor  Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant:

Grant: 93.434 ESSA Preschool Development Grant Birth through Five

### FEDERAL PROVISIONS

The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

**In accordance with Appendix II to 2 CFR Part 200 – Grantee is subject to the following provisions, as applicable.**

For purposes of these provisions, the following definitions apply:

**“Contract”** means this Grant or any contract or subgrant funded by this Grant.

**“Contractor”** and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee's contractors or subgrantees, if any.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on

the open market, or contracts for transportation or transmission of intelligence.

- (A) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (B) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (C) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (D) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (E) See §200.322 Procurement of recovered materials: [https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200\\_1322](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200_1322).
- (F) Audits.
- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
  - ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
  - iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special

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investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(A) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

#### **ADDITIONAL FEDERAL REQUIREMENTS**

##### **Trafficking in Persons.**

The Code of Federal Regulations 2 CFR 175 is hereby incorporated into this Grant with the following changes:

"a.2ii.B. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."

"b.2ii. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."

##### **Specific Conditions for Disclosing Federal Funding in Public Announcements.**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with the Grant Funds, Grantee must clearly state:

- 1) The percentage of the total costs of the Project which will be financed with Grant Funds;
- 2) The dollar amount of Grant Funds for the Project; and
- 3) The percentage and dollar amount of the total costs of the Project that will be financed by non-governmental sources.

Grantee must comply with these conditions under Division H, Title V, Section 505 of Public Law 115- 141, Consolidated Appropriations Act, 2019.

##### **Prohibition of Text Messaging and Emailing While Driving During Official Grant Business.**

Grantee and their personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using government supplied electronic equipment to text message or email when driving. Grantee must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" October 1, 2009.

##### **Conferences and Meetings.**



Grantee must take into account the following factors when considering the use of Grant Funds for conferences and meetings:

- 1) Before deciding to use Grant Funds to attend or host a meeting or conference, Grantee must:
  - Ensure that attending or hosting a conference or meeting is reasonable and necessary to achieve the goals and objectives of this Grant;
  - Ensure the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/ coordinate the work being done under the Grant); and
  - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- 2) Grantee must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". In particular, remember that:
  - Grant Funds cannot be used to pay for alcoholic beverages; and
  - Grant Funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- 3) Grant Funds may be used to pay for the costs of attending a conference. Specifically, Grant Funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of Grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the Grant. When planning to use Grant Funds for attending a meeting or conference, Grantee must consider how many people should attend the meeting or conference on its behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the Grant.
- 4) Grantee may not use Grant Funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business. A working lunch is an example of a cost for food that might be allowable if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference to achieve the goals and objectives of this Grant
- 5) A meeting or conference hosted by Grantee and charged to this Grant may not be promoted as a U.S. Department of Education conference. This means the seal of the U.S. Department of Education must not be used on conference materials or signage without Agency approval.

All meeting or conference materials paid for with Grant Funds must include appropriate disclaimers, such as the following:

*The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the U.S. Department of Education. However, those contents do not necessarily*

*represent the policy of the U.S. Department of Education, and you should not assume endorsement by the Federal Government.*

- 1) Grantee is strongly encouraged to contact Agency Grant Manager with any questions or concerns about whether using Grant Funds for a meeting or conference is allowable prior to committing Grant Funds for such purposes.
- 2) Grantee is responsible for the proper use of Grant Funds and may have to repay Grant Funds if Grantee violates the terms of this Grant, including the provided guidance for meeting and conference related expenses.

#### **Applicable Acts, Regulations, and Assurances**

Grantee will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

#### **Continued Payments to Employees**

Grantee shall, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with section 315 of Division M of the CRRSA Act. In addition, each entity that accepts funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. ESSER II funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.

## EXHIBIT E

### FEDERAL AWARD IDENTIFICATION (REQUIRED BY 2 CFR 200.332(a)(1))

1. Grantee Name: <i>(must match DUNS registration)</i>	Clackamas County
2. Grantee's SAM number:	NVWKAVB8JND6
3. Grant period of performance start and end dates: (the Grant's Performance Period)	Start: 12/31/2019 End: 12/30/2023
4. Total amount of federal funds obligated by this Grant:	\$106,000
5. Total amount of federal funds obligated to Grantee by Agency: <i>(all federal funds, including this Grant, obligated to Grantee during the current state fiscal year (July 1 to June 30))</i>	Not known
6. Pass-through entity	
(a) Name of pass-through entity:	Oregon Department of Early Learning and Care
(b) Contact information for awarding official of the pass-through entity:	Kai Turner, DPO <a href="mailto:kai.turner@ode.state.or.us">kai.turner@ode.state.or.us</a>
7. Federal award	
(a) Federal Award Identification Number (FAIN):	90TP0052
(b) Federal award date:	12/08/2022
(c) Total amount of federal award committed to the Grantee by the pass-through entity:	\$106,000
(d) Federal awarding agency:	Department of Health & Human Services
(e) Federal award project description:	Oregon Preschool Development Grant
(f) CFDA number and name	93.434 ESSA Preschool Development Grants Birth through Five
Amount:	\$106,000
(g) Indirect cost rate:	10% Federally negotiated rate at the time the cost was incurred.
(h) Is award research and development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No