

October 20, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to a Grant from the Oregon Department of Education for continuation of Coordinated Enrollment services for families eligible for publicly-funded preschool programs. Amendment value is \$303,000 for 1 year, grant value is increased to \$526,500 for 2 years. Funding is through Oregon Department of Education. No County General Funds are involved.

Purpose/Outcome	Clackamas Early Learning Hub, through the Children, Family & Community Connections Division (CFCC), administers a program to provide Coordinated Enrollment into publically-funded Early Care and Education Services to include: <ul style="list-style-type: none"> • Marketing, outreach, and recruitment • Eligibility determination and programming • Program selection and placement
Dollar Amount and Fiscal Impact	Grant Amendment #2 increases the award by \$303,000 for a maximum value of \$526,500. No County General Funds are involved.
Funding Source	The state of Oregon, through its Department of Education, Early Learning Division Grant No. 15636
Duration	Effective for services July 1, 2021, through June 30, 2023
Previous Board Action/Review	Original Agreement approved 11/7/21. Amendment 1 Approved 4/28/22 Amendment 2 Issues: 10/18/22
Strategic Plan Alignment	1. Ensure safe, healthy, and secure communities
Counsel Review	This Grant Amendment has been reviewed and approved by County Counsel on 9/28/22, KR
Procurement Review	Was the item processed through Procurement? No. Revenue Grant Amendment
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S CFCC #10352

BACKGROUND:

The Children, Family & Community Connections Division (CFCC) of the Health, Housing, and Human Services Department requests the approval of a Revenue Grant Amendment #2 with the State of Oregon Department of Education to continue to provide Coordinated Enrollment services. Clackamas Early Learning Hub staff will collaborate with partners to coordinate enrollment into publically-funded Early Care and Education Services (Preschool Promise, Head Start) to include: marketing, outreach and recruitment, eligibility determination and programming, and program selection and placement.

This Amendment #2 is effective upon signature by all parties for services provided July 1, 2021, through June 30, 2023, and has a value of \$303,000 for a maximum award of \$526,500.

RECOMMENDATION:

Staff recommends Board approval of this Amendment #2 and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Rodney A. Cook

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

Amendment No. 2 to Grant No. 15636

This is Amendment No. 2 to Grant No. 15636 (as amended from time to time, the “Grant”), effective retroactively on June 30, 2022, between the State of Oregon, acting by and through its Department of Education (“Agency”) and CLACKAMAS COUNTY(“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”).

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~ and brackets:

1. Section 3, Effective Date, Duration, and Performance Period, is amended as follows:

SECTION 3: EFFECTIVE DATE, DURATION, AND PERFORMANCE PERIOD

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of July 1, 2021 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on ~~June 30, 2022~~ **June 30, 2023**.

2. Section 6.1, Grant Funds, is amended as follows:

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 ~~\$223,500.00~~ **\$526,500.00** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its CRSSA Act Funds (“Funding Source”).

Funding Source	Program Year 2021-22	<u>Program Year 2022-2023</u>	<u>Total 2021-2023</u>
Other Funds	\$170,500.00	<u>\$220,000.00</u>	<u>\$390,500.00</u>
Federal Funds	\$53,000.00	<u>\$53,000.00</u>	<u>\$106,000.00</u>
One Time Federal Funds	0	<u>\$30,000.00</u>	<u>\$30,000.00</u>
Total All Funds			<u>\$526,500.00</u>

3. Exhibit D – Federal Terms and Condition is amended to add the following provisions, as required by Appendix II of 2 CFR Part 200:

(M) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE). Contractor is prohibited from obligating or expending funds received under this contract to:

- a. Procure or obtain;**
- b. Extend or renew a contract to procure or obtain; or**
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any**

system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.**
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.**

(N) BUY USA PREFERENCE. Contractor must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.**
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.**

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. To the extent there is a conflict between the terms and conditions of the Grant or prior amendments and the terms and conditions of this Amendment No. 2, this Amendment No. 2 controls. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this 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.

GRANT #15636-A2– Coordinated Enrollment

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 Education

Procurement & Contract Specialist

Date

CLACKAMAS COUNTY

Authorized Signature

Date

Printed Name

Title

Approved for Legal Sufficiency

Sean Brady
Senior Assistant Attorney General

9/16/2022
Date