

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.1
(ID # 13554)

MEETING DATE:

Tuesday, September 29, 2020

FROM: SUPERVISOR KAREN SPIEGEL AND SUPERVISOR KEVIN JEFFRIES:

SUBJECT: SUPERVISOR KAREN SPIEGEL AND SUPERVISOR KEVIN JEFFRIES:
Establishment of Educational Device Support Program for Riverside County
Public Adult Schools, CEQA EXEMPT, ALL Districts [\$1,000,000 - 100% Federal
CARES Act Funds] (4/5 Vote)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Authorize the allocation of \$1,000,000 in federal funding under the Coronavirus Aid, Relief, and Economic Security Act (Section 5001, Public Law 116-136; CARES Act) to establish the Educational Device Support Program for Riverside County Public Adult Schools (the Project) which will provide computer devices and hotspots to students to facilitate access to online learning and educational support services;
3. Approve the form of the attached Subrecipient Agreement Between the County of Riverside and the Member School District of the ABOUT STUDENTS Regional Consortium for Adult Education for the Use of Riverside County Relief Funds (CARES Act) for the Educational Device Support for Public Adult Schools Program (Agreement); and

ACTION: Policy, 4/5 Vote Required


Supervisor Karen Spiegel, Vice-Chairwoman 9/22/2020


Supervisor Kevin Jeffries, Supervisor 1st. District 9/22/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 29, 2020
xc: Supvr. Spiegel, Supvr. Jeffries
HHPWS, RUHS-BH

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

4. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions, or designee, to execute the finalized Agreement, subject to County Counsel approval, and execute any and all related agreements and documents necessary to implement and administer the Project including, but not limited to, non-substantive amendments, subject to County Counsel approval.
5. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions to repurpose any unspent funds to support approved HHPWS CARES programming including, but not limited to, homeless sheltering, rental assistance, workforce interventions and distance learning initiatives;
6. Approve and direct the Auditor-Controller to make budget adjustments as shown on Schedule A.

BACKGROUND:

Summary

On July 17, 2020, Governor Newsom announced new statewide rules for private and public schools. These provisions included specific requirements for schools located in counties on the state's COVID-19 watch list. Thirty-two counties are on the state's watch list, including Riverside, San Bernardino, Los Angeles, Orange, and Ventura. All schools, public and private, in those counties must begin the 2020-21 school year with distance learning.

On August 04, 2020, the Board of Supervisors took action to address the needs of kindergarten through high school (K-12) public schools in the rapid transition of students to full time distance learning through the appropriation of \$10 million in local CARES funding. The \$10 million dollar allocation will support the Riverside County Office of Education's "One for All" campaign which was established to close the gap in providing a device for each K-12 public-school student. There are currently 510 public K-12 schools in Riverside County which serve over 400,000 students daily.

Providing a similar program for public adult schools would ensure that all underserved students in Riverside County have the tools necessary to succeed in a distance learning format. There are 20 public adult schools in operation in Riverside County, which serve over 15,000 students. Each school is a member of one of three consortia: The ABOUT STUDENTS Regional Consortium for Adult Education, the Southwest Riverside County Adult Education Regional Consortium, and the Desert Regional Adult Education Consortium. Similar to their K-12 counterparts in the public-school system, the consortia and their member schools are governed by the California Department of Education.

Unlike their K-12 counterparts in the public-school system, adult schools did not receive a direct allocation of CARES Act funds, yet their students face significant barriers. On average, 73% of consortia students contend with low levels of literacy, 41% are low income, 53% are English language learners, and the overwhelming majority face multiple barriers.

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In order to effectively deliver full-time online learning to students countywide, the consortia estimates that 13,485 computer devices at an approximate cost of \$4,218,871 and 12,265 hotspots at an approximate cost of \$2,191,398 are needed for a combined total dollar amount of \$6,410,269 in required funding. The public adult schools do not currently have financial resources to acquire these devices.

Staff recommends establishing the Educational Device Support Program for Public Adult Schools (Project) and allocating \$1,000,000 in CARES Act funds for the purchase of needed devices and hotspots. The ABOUT STUDENTS Regional Consortium for Adult Education, by and through one of its member school districts, has agreed to coordinate funding under the proposed Project and disperse funds among all three consortia members based on need. Staff further recommends that the Board approve the form of the attached Subrecipient Agreement Between the County of Riverside and the About Students Regional Consortium for Adult Education for the Use of Riverside County Relief Funds (CARES Act) for the Educational Device Support for Public Adult Schools Program.

Pursuant to the California Environmental Quality Act (CEQA), the Project and the Subrecipient Agreement were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule of "Common Sense" exemption. The Project provides funding to public adult schools to purchase devices for students to facilitate online learning. It can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment, as the aforementioned activities will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts.

Impact on Residents and Businesses

The proposed funding allocation will provide digital devices and hotspots to underserved students and will expand access to online service. This will ensure that all Riverside County students have the necessary tools to continue their education during the COVID-19 pandemic.

Attachment

- Subrecipient Agreement
- Schedule A

**SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND
THE MEMBER SCHOOL DISTRICT OF THE ABOUT STUDENTS REGIONAL CONSORTIUM
FOR ADULT EDUCATION FOR THE USE OF RIVERSIDE COUNTY RELIEF FUNDS (CARES
ACT) FOR THE EDUCATIONAL DEVICE SUPPORT FOR PUBLIC ADULT SCHOOLS
PROGRAM**

This Subrecipient Agreement (“Agreement”), for the use of funding under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Coronavirus Relief Fund (Section 5001, Public Law 116-136), hereinafter “CARES Act,” related to the coronavirus disease 2019 (COVID-19) pandemic, is made and entered into as of the Effective Date (defined herein), by and between, the County of Riverside, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and the **Member School District of the ABOUT STUDENTS Regional Consortium for Adult Education**, a California Department of Education Program Providing Adult Education, hereinafter referred to as “SUBRECIPIENT”.

W I T N E S S E T H:

WHEREAS, the CARES Act provides that funds may be used to cover costs that are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, COUNTY received an allocation of CARES Act funding, and on the 19th day of May, 2020, in Minute Order 3.3, the Board of Supervisors approved the allocation of CARES Act funding to address workforce development and to facilitate distance learning, including technological improvements in connection with school closings in compliance with public health measures; and

WHEREAS, on **date here**, 2020, in Minute Order **##** the Board of Supervisors authorized the allocation of CARES Act funding to establish the Educational Device Support for Public Adult Schools Program, which will provide computer devices and hotspots to public adult school students throughout Riverside County to facilitate access to online learning and educational support services (“PROJECT”); and

WHEREAS, COUNTY has determined that SUBRECIPIENT is qualified to carry out the necessary program and administrative activities under the PROJECT; and

WHEREAS, SUBRECIPIENT desires to implement the PROJECT to help address the

economic and social impact of the COVID-19 pandemic throughout the County of Riverside.

NOW, THEREFORE, the COUNTY and SUBRECIPIENT mutually agree as follows:

1. PURPOSE. SUBRECIPIENT promises and agrees to undertake and assist with PROJECT activities by utilizing funds provided in the amount of One Million Dollars (\$1,000,000.00; "CARES Act Funds"), as specifically identified in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective Date, as defined in Section 32 below, and shall continue in full force and effect until November 30, 2020.

3. ACTIVITY REPORTING AND INVOICING SCHEDULE. SUBRECIPIENT shall proceed as set forth in Exhibit A.

4. EXTENSION OF TIME. Pursuant to the Coronavirus Relief Fund, Title V of the CARES Act, the COUNTY will not approve any requests for an extension.

5. LETTER TO PROCEED. SUBRECIPIENT shall not initiate nor incur expenses for the CARES Act funded project/activity covered under the terms of this Agreement prior to receiving written authorization from COUNTY to proceed. For this section, written authorization to proceed may be sent to SUBRECIPIENT via e-mail or facsimile.

6. NOTICES. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing

in the United States), addressed to the respective parties as follows:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Carrie Harmon, Director of Workforce Development Riverside County Housing, Homelessness Prevention and Workforce Solutions Department 1325 Spruce Street, Suite 400 Riverside, CA 92507	Name Title District Name Street Address City, State, zip code

7. DISBURSEMENT OF FUNDS. COUNTY'S Board of Supervisors shall determine the final disbursement and distribution of all funds received by COUNTY under the CARES Act consistent with the provisions of this Agreement. COUNTY, through its Department of Housing, Homelessness Prevention and Workforce Solutions ("HHPWS") shall: (1) make payments of the grant funds to SUBRECIPIENT as set forth in Exhibit A, attached hereto, and (2) monitor the CARES Act-funded activity to ensure compliance with applicable federal state, and local regulations, and the terms of this Agreement.

8. PAYMENT OF FUNDS. The COUNTY shall pay to the SUBRECIPIENT the sum specified in Section 1 and pursuant to the PROJECT budget stated in Exhibit A. To request payment, the SUBRECIPIENT shall submit to the Director of HHPWS a written invoice, purchase order, or equivalent, in a format acceptable to the COUNTY, that sets forth in detail the estimated expenditures to be made and description of the quantity and type of computer devices and hotspots to be purchased under the PROJECT. Subsequent to COUNTY's payment of funds to SUBRECIPIENT and within 90 days of purchasing computer devices and hotspots under the PROJECT, SUBRECIPIENT shall provide to COUNTY a written report as further described in Exhibit A.

In accordance with California Government Code Section 926.10, the COUNTY is not permitted to pay excess interest of late charges.

9. RECORDS AND INSPECTIONS.

a. SUBRECIPIENT shall establish and maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 CFR Part 200) as it relates to the acceptance and use of federal funds under this Agreement. Said records shall be retained for a period of three (3) years from the date that the activity or program funded with the CARES Act grant is closed out by the COUNTY and reported as complete to the Board of Supervisors. Exceptions to the three-year retention period requirement, pursuant to 2 CFR 200.333 include the following:

i. if any litigation, claim, or audit is started prior to the expiration of the three (3) period, records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;

ii. when the SUBRECIPIENT is notified in writing by the COUNTY or a Federal agency to extend the retention period;

b. SUBRECIPIENT shall maintain a separate account for CARES Act Funds received hereunder.

c. SUBRECIPIENT shall obtain an external audit in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.500 *et seq.*). Audits shall usually be performed annually but not less frequently than every two years. Nonprofit institutions and government agencies that expend less than \$750,000 a year in federal awards are exempt from federal audit requirements, but records must be available for review by appropriate officials of the federal grantor agency or subgranting entity. The audit report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal year.

d. SUBRECIPIENT shall, during normal business hours make available to COUNTY and to authorized Federal Agencies for examination and copying all of its records and other materials with respect to matters covered by this Agreement.

10. COMPLIANCE WITH LAWS AND REGULATIONS. The SUBRECIPIENT shall comply with all applicable federal, state and local laws, regulations and ordinances. By executing this Agreement, the SUBRECIPIENT hereby certifies that it will adhere to and comply with the following as they may be applicable to a SUBRECIPIENT of funds granted pursuant to the CARES Act:

a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUBRECIPIENT shall ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause;

b. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;

c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations;

d. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations;

e. .The regulations, policies, guidelines and requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) as they relate to the acceptance and use of federal funds under the federally-assigned program;

f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;

g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;

h. *Rights to Data and Copyrights:* Contractors and consultants agree to

comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).

i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act* (42 U.S.C.A. 7401 et seq.) and the *Federal Water Pollution Control Act* (33 U.S.C.A. Section 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C.A. 7401 et seq.) and the *Federal Water Pollution Control Act* as amended (33 U.S.C.A. Section 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

j. *Anti-Lobbying Certification* (31 U.S.C.A. 1352): The language of the certification set forth below shall be required in all contracts or subcontracts entered into in connection with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by. Section 1352, Title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.”

k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):*

No contract shall be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders (E.O.s) 12549 and 12689, “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 E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

l. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (41

U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 2 CFR Part 2424.

m. *Access to Records and Records Retention:* The Subrecipient or

Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Subrecipient or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Subrecipient or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as

required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the expiration of the term of this Agreement, or final payment is made, whichever is later.

n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

o. *Energy Efficiency:* Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat.871).

p. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The requirements of 2 CFR 200.322, as amended effective November 12, 2020, are hereby included in this AGREEMENT as appropriate and to the extent consistent with law.

11. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to 14 CCR Section 1501 (d), COUNTY is designated as the lead agency for the project that is the subject matter of this Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and

Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of SUBRECIPIENT, its officers, agents, employees, subcontractors, or representatives from this Agreement. SUBRECIPIENT shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT'S indemnification to COUNTY as set forth herein.

SUBRECIPIENT'S obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT'S obligations to indemnify and hold harmless the COUNTY herein from third party claims. The hold harmless and indemnification obligations set forth herein shall survive the termination and expiration of this Agreement.

13. INSURANCE. Without limiting or diminishing the SUBRECIPIENT'S obligation to indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

- a. Workers' Compensation:

If the SUBRECIPIENT has employees as defined by the State of California, the SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

b. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SUBRECIPIENT'S performance of its obligations hereunder. Policy shall name the County of Riverside as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insured.

d. General Insurance Provisions - All lines:

(i). Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(ii). The SUBRECIPIENT'S insurance carrier(s) must declare its insurance self-

insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, SUBRECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(iii). SUBRECIPIENT shall cause SUBRECIPIENT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

(iv). It is understood and agreed to by the parties hereto that the SUBRECIPIENT'S insurance shall be construed as primary insurance, and the COUNTY'S

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**ITEM: 3.1
(ID # 13554)**

MEETING DATE:
Tuesday, September 29, 2020

FROM: SUPERVISOR KAREN SPIEGEL AND SUPERVISOR KEVIN JEFFRIES:

SUBJECT: SUPERVISOR KAREN SPIEGEL AND SUPERVISOR KEVIN JEFFRIES:
Establishment of Educational Device Support Program for Riverside County
Public Adult Schools, CEQA EXEMPT, ALL Districts [\$1,000,000 - 100% Federal
CARES Act Funds] (4/5 Vote)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Authorize the allocation of \$1,000,000 in federal funding under the Coronavirus Aid, Relief, and Economic Security Act (Section 5001, Public Law 116-136; CARES Act) to establish the Educational Device Support Program for Riverside County Public Adult Schools (the Project) which will provide computer devices and hotspots to students to facilitate access to online learning and educational support services;
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ACTION: Policy, 4/5 Vote Required

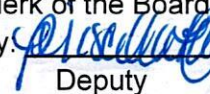

Supervisor Karen Spiegel, Vice-Chairwoman 9/22/2020


Supervisor Kevin Jeffries, Supervisor 1st. District 9/22/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 29, 2020
xc: Supvr. Spiegel, Supvr. Jeffries
HHPWS, RUHS-BH

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

4. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions, or designee, to execute the finalized Agreement, subject to County Counsel approval, and execute any and all related agreements and documents necessary to implement and administer the Project including, but not limited to, non-substantive amendments, subject to County Counsel approval.
5. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions to repurpose any unspent funds to support approved HHPWS CARES programming including, but not limited to, homeless sheltering, rental assistance, workforce interventions and distance learning initiatives;
6. Approve and direct the Auditor-Controller to make budget adjustments as shown on Schedule A.

BACKGROUND:

Summary

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On August 04, 2020, the Board of Supervisors took action to address the needs of kindergarten through high school (K-12) public schools in the rapid transition of students to full time distance learning through the appropriation of \$10 million in local CARES funding. The \$10 million dollar allocation will support the Riverside County Office of Education's "One for All" campaign which was established to close the gap in providing a device for each K-12 public-school student. There are currently 510 public K-12 schools in Riverside County which serve over 400,000 students daily.

Providing a similar program for public adult schools would ensure that all underserved students in Riverside County have the tools necessary to succeed in a distance learning format. There are 20 public adult schools in operation in Riverside County, which serve over 15,000 students. Each school is a member of one of three consortia: The ABOUT STUDENTS Regional Consortium for Adult Education, the Southwest Riverside County Adult Education Regional Consortium, and the Desert Regional Adult Education Consortium. Similar to their K-12 counterparts in the public-school system, the consortia and their member schools are governed by the California Department of Education.

Unlike their K-12 counterparts in the public-school system, adult schools did not receive a direct allocation of CARES Act funds, yet their students face significant barriers. On average, 73% of consortia students contend with low levels of literacy, 41% are low income, 53% are English language learners, and the overwhelming majority face multiple barriers.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

In order to effectively deliver full-time online learning to students countywide, the consortia estimates that 13,485 computer devices at an approximate cost of \$4,218,871 and 12,265 hotspots at an approximate cost of \$2,191,398 are needed for a combined total dollar amount of \$6,410,269 in required funding. The public adult schools do not currently have financial resources to acquire these devices.

Staff recommends establishing the Educational Device Support Program for Public Adult Schools (Project) and allocating \$1,000,000 in CARES Act funds for the purchase of needed devices and hotspots. The ABOUT STUDENTS Regional Consortium for Adult Education, by and through one of its member school districts, has agreed to coordinate funding under the proposed Project and disperse funds among all three consortia members based on need. Staff further recommends that the Board approve the form of the attached Subrecipient Agreement Between the County of Riverside and the About Students Regional Consortium for Adult Education for the Use of Riverside County Relief Funds (CARES Act) for the Educational Device Support for Public Adult Schools Program.

Pursuant to the California Environmental Quality Act (CEQA), the Project and the Subrecipient Agreement were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule of "Common Sense" exemption. The Project provides funding to public adult schools to purchase devices for students to facilitate online learning. It can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment, as the aforementioned activities will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts.

Impact on Residents and Businesses

The proposed funding allocation will provide digital devices and hotspots to underserved students and will expand access to online service. This will ensure that all Riverside County students have the necessary tools to continue their education during the COVID-19 pandemic.

Attachment

- Subrecipient Agreement
- Schedule A

contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer to employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

20. TERMINATION.

a. SUBRECIPIENT. SUBRECIPIENT may not terminate this Agreement except upon express written consent of COUNTY.

b. COUNTY. COUNTY may suspend or terminate this Agreement, in whole or in part, upon written notice to SUBRECIPIENT of the action being taken and the reason for such actions including but not limited to the following reasons:

(A) For cause.

(1) In the event SUBRECIPIENT fails to perform the covenants herein contained at such times and in such manner as provided in this Agreement; or

(2) In the event there is a conflict with any federal, state or local law, ordinance, regulation or rule rendering any of the provisions of this Agreement invalid or untenable; or

(3) In the event the CARES Act funding is terminated or otherwise becomes unavailable; or

(4) In the event of a violation of conflict of interest requirements (see Section 18 herein); or

(5) In accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section 200.339). Cause shall be based on the failure of the SUBRECIPIENT to materially comply with either the terms or conditions of this Agreement. Upon suspension of funding, the SUBRECIPIENT agrees not to incur any costs related thereto, or connected with, any area of conflict from which the COUNTY has determined that suspension of funds is necessary. The rights and remedies of COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

(B) For convenience. By written notice stating the extent and effective date of the suspension or termination.

c. Upon expiration of this Agreement, the SUBRECIPIENT shall transfer to the COUNTY any CARES Act funds on hand at the time of expiration of the Agreement as well as any accounts receivable held by SUBRECIPIENT which are attributable to the use of CARES Act funds awarded pursuant to this Agreement.

21. PUBLICITY. Any publicity generated by SUBRECIPIENT for the project funded pursuant to this Agreement, during the term of this Agreement, will make reference to the contribution of the COUNTY and the CARES Act Coronavirus Relief Fund.

22. PROGRAM MONITORING AND EVALUATION. SUBRECIPIENT shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the goals of the PROJECT, as set forth in Exhibit A, attached hereto. SUBRECIPIENT shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement. Subsequent to COUNTY's payment of funds to SUBRECIPIENT and within 90 days of purchasing computer devices and hotspots under the PROJECT, SUBRECIPIENT shall provide to COUNTY a written report as further described in Exhibit A.

23. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits hereto constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and

communications, whether oral or in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

24. SEVERABILITY. Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

25. MINISTERIAL ACTS. The Director of the COUNTY's Department of HHPWS or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by COUNTY.

26. SOURCE OF FUNDING. SUBRECIPIENT acknowledges that the source of funding pursuant to this Agreement is the United States Department of Treasury's CARES Act Coronavirus Relief Fund.

27. ASSIGNMENT. The SUBRECIPIENT shall not make any assignment or transfer in any other form with respect to this Agreement, without prior written approval of the COUNTY.

28. INTERPRETATION AND GOVERNING LAW. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

29. WAIVER. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

30. JURISDICTION AND VENUE. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining

the validity of any provision of this Agreement shall be filed only in the Superior Court of the State of California, located in Riverside, CA, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

31. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

32. EFFECTIVE DATE. The Effective Date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the Effective Date.

33. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

//

34. FORCE MAJEURE.

a. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

35. BINDING ON SUCCESSORS. SUBRECIPIENT, its heirs, assigns and successors in interest, shall be bound by all the provisions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

36. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representatives of the parties.

[Remainder of Page Intentionally Left Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

COUNTY

COUNTY OF RIVERSIDE, a political subdivision of the State of California

SUBRECIPIENT

MEMBER DISTRICT OF THE ABOUT STUDENTS REGIONAL CONSORTIUM FOR ADULT EDUCATION, a California Department of Education program providing Adult Education

By: _____
Heidi Marshall,
Director of HHPWS

Date: _____

APPROVED AS TO FORM:

Gregory Priamos,
County Counsel

By: _____

Name: _____

Title: _____

Date: _____

By: _____
Lisa Sanchez,
Deputy County Counsel

Exhibit A
Scope of Work

Subrecipient Agreement Between the County of Riverside and the **Member School District of the About Students Regional Consortium** for Adult Education for the Use of CARES Act funds for the Educational Device Support for Public Adult Schools Program (AGREEMENT).

I. GENERAL INFORMATION

SUBRECIPIENT NAME: **Member School District of the About Students Regional Consortium for Adult Education**

DUNS #: #####

ADDRESS: **Street Address**
City, State, zip code

PROGRAM CONTACT: **Name, Title**

PHONE: **(###) ### - ####**

E-MAIL: **Email address**

PROJECT NAME: Educational Device Support for Public Adult Schools Program

PROJECT LOCATION: Riverside County

II. PROJECT FUNDING SUMMARY:

Riverside County CARES Act funds in an amount not to exceed one million dollars (\$1,000,000).

III. Scope of Services

A. Project Summary

Twenty public adult schools operate in Riverside County, serving over 15,000 students. Each school is a member of one of three consortia: The ABOUT STUDENTS Regional Consortium for Adult Education, the Southwest Riverside County Adult Education Regional Consortium, and the Desert Regional Adult Education Consortium (together, CONSORTIA). CONSORTIA schools serve the adult student population in Riverside County by providing support services and educational opportunities. Similar to their K-12 counterparts in the public-school system, the CONSORTIA and their member schools are governed by the California Department of Education.

Through the Educational Device Support for Public Adult Schools Program (PROJECT), the CONSORTIA are aiming to ensure that underserved students in Riverside County have

Exhibit A Scope of Work

the tools necessary to succeed in a distance learning format. If successful, the PROJECT will not only facilitate distance learning, but will serve as a critical link for digital inclusion.

As of August 2020, the CONSORTIA estimate that 13,485 computer devices at an approximate cost of \$4,218,871 and 12,265 hotspots at an approximate cost of \$2,191,398 are needed to effectively deliver online learning to adult students countywide. Unlike their K-12 counterparts in the public-school system, adult schools did not receive a direct allocation of CARES Act funds. Yet their students face significant barriers. On average, 73% of CONSORTIA students contend with low levels of literacy, 41% are low income, 53% are English language learners, and the overwhelming majority face multiple barriers.

The **Member School District** (SUBRECIPIENT), a member of the About Students Regional Consortium for Adult Education, has agreed to act as administrative agent and CARES Act funding subrecipient for the PROJECT. Funding for the PROJECT under this AGREEMENT will be allocated to the SUBRECIPIENT who will, in turn, allocate funds to the other CONSORTIA members based on need and as described in Section III Subsection G of this Scope of Work.

B. Impact on Residents and Businesses

The proposed funding allocation will provide digital devices and hotspots to underserved students and will expand access to online service. This will ensure that all students have the necessary tools to continue their education during the COVID-19 pandemic. These efforts ensure that the local workforce is highly skilled and educated to meet the demands of the 21st Century.

C. Response to COVID

COVID-19 has created an unprecedented economic crisis at the individual, community, state, and federal level. On July 17th, Governor Newsom announced new statewide rules that will shift most California public schools to full time distance learning to curb the spread of COVID-19. Riverside County is home to 20 public adult schools, which serve over 15,000 students.

These new guidelines will require Riverside County schools, administrators, teachers, and students to rapidly adapt to a distance learning format. Distance learning can present significant challenges to low-income students and may disproportionately affect students of color, students with disabilities and those living in rural areas. These challenges, known more commonly as the “digital divide” are being exacerbated during the time of COVID. Simply put, some students have the means to succeed in a remote learning environment, and others do not.

D. Participating Partners

The County through its Housing, Homeless Prevention and Workforce Solutions Department (HHPWS) is tasked with working collaboratively with community partners to deliver a highly skilled and educated local workforce which meets the demands of the 21st Century. The public adult education system is a critical partner in this effort as it prepares

Exhibit A
Scope of Work

adult students for job opportunities following graduation. The proposed funding allocation aligns with the County's overarching workforce objectives and supports the distance learning goals outlined in the federal CARES funding guidelines.

E. Subrecipient Capacity

SUBRECIPIENT shall immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact SUBRECIPIENT's performance under this AGREEMENT. Any changes in the above items are subject to the prior approval of the County.

F. Goals and Performance Measures

As of August 2020, the CONSORTIA estimate that 13,485 computer devices at an approximate cost of \$4,218,871 and 12,265 hotspots at an approximate cost of \$2,191,398 are needed to effectively deliver online learning to adult students countywide. On behalf of the CONSORTIA, SUBRECIPIENT will use funding under this AGREEMENT towards the purchase of needed computer devices and hotspots.

G. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County to the SUBRECIPIENT under this AGREEMENT shall not exceed **one million dollars (\$1,000,000)**.

To request payment, the SUBRECIPIENT shall submit to the Director of HHPWS, a one-time written invoice, purchase order, or equivalent, in a format acceptable to the COUNTY, that sets forth in detail the estimated expenditures to be made and description of the quantity and type of computer devices and hotspots to be purchased under the PROJECT. A one-time payment will be made for the purchases of computer devices and hotspots in an amount not to exceed \$1,000,000. Administrative and other costs are not eligible for payment under this AGREEMENT. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). Subsequent to COUNTY's payment of funds to SUBRECIPIENT and within 90 days of purchasing computer devices and hotspots under the PROJECT, SUBRECIPIENT shall provide to COUNTY a written report as further described in Subsection H, Performance Monitoring and Evaluation.

The County may require more detailed budget information, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by County.

Exhibit A Scope of Work

Consortium	Riverside County Public Adult School	Device	Enrollment	# Computers Needed for 1:1 Ratio of Students to Devices	Total Cost of Computer Devices	# of HotSpots	Total Cost of Hotspots	Total Cost of Devices + Hotspots
ABOUT STUDENTS Regional Consortium for Adult Education	Alvord Community Adult School	Toshiba Notebook	300	300	\$120,000	300	\$12,000	\$132,000
	Corona-Norco Adult School	Chromebook	2,100	2,000	\$672,583	2,000	\$400,000	\$1,072,583
	Jurupa Adult School	Chromebook	850	850	\$297,500	850	\$127,500	\$425,000
	Moreno Valley Community Adult School	Chromebook	1,450	1,400	\$368,162	140	\$8,848	\$377,010
	Riverside County Office of Education (RCOE): Riverside County Jails in Riverside and Moreno Valley	Chromebook	855	200	\$70,000	200	\$30,000	\$100,000
	Riverside Adult School	Chromebook	2,500	2,400	\$476,376	2,400	\$576,000	\$1,052,376
	Val Verde Adult School	Chromebook	400	250	\$97,500	400	\$90,000	\$187,500
	<i>Subtotals</i>		8,455	7,400	\$2,102,121	6,290	\$1,244,348	\$3,346,469
Southwest Riverside County Adult Education Regional Consortium	Banning Adult School	Chromebook	160	130	\$32,500	20	\$3,800	\$36,300
	Beaumont Adult School	Chromebook	650	650	\$227,500	650	\$97,500	\$325,000
	Hemet Adult School	Chromebook	370	370	\$129,500	370	\$55,500	\$185,000
	Valley Adult School	iPADs	1,280	1,280	\$448,000	1,280	\$192,000	\$640,000
	Murrieta Adult School	Chromebook	330	330	\$115,500	330	\$49,500	\$165,000
	Perris Adult School	Chromebook	330	330	\$115,500	330	\$49,500	\$165,000
	San Jacinto Adult School	Chromebook	320	320	\$112,000	320	\$48,000	\$160,000
	Temecula Valley Adult School	Chromebook	125	125	\$43,750	125	\$18,750	\$62,500
	RCOE: Riverside County Jails in Banning and Southwest, Day Reporting Center in Temecula	Chromebook	680	100	\$35,000	100	\$15,000	\$50,000
	<i>Subtotals</i>		4,245	3,635	\$1,259,250	3,525	\$529,550	\$1,788,800
Desert Regional Adult Education Consortium	Coachella Valley Adult School	iPADs	2,000	2,000	\$700,000	2,000	\$350,000	\$1,050,000
	Desert Sands Adult School	Chromebook	110	110	\$38,500	110	\$16,500	\$55,000
	Palm Springs Adult School	Chromebook	240	240	\$84,000	240	\$36,000	\$120,000
	RCOE: Riverside County Jail in Indio, Day Reporting Center in Indio	Chromebook	340	100	\$35,000	100	\$15,000	\$50,000
		<i>Subtotals</i>		2,690	2,450	\$857,500	2,450	\$417,500
Totals			15,390	13,485	\$4,218,871	12,265	\$2,191,398	\$6,410,269

H. Performance Monitoring and Evaluation

Exhibit A
Scope of Work

The subrecipient shall provide a detail of the estimated expenditures to be made and a description under the PROJECT. Within 90 days of purchasing computer devices and hotspots financed under the PROJECT, SUBRECIPIENT shall provide to COUNTY a written report detailing what was achieved with the funding under this AGREEMENT and a report on the Educational Device Support for Public Adult Schools Program. At minimum, that report should include the quantity and type of computer devices and hotspots that were purchased under this AGREEMENT, the number of students who received those devices and hotspots, and the corresponding school and consortium of those students.

The County will monitor the performance of the SUBRECIPIENT against goals and performance measures as stated above and in the AGREEMENT. Substandard performance as determined by the County shall constitute noncompliance with this AGREEMENT. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

IV. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The Subrecipient shall administer the PROJECT in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include, but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken complies with the guidelines of this AGREEMENT;
- iv. Records required to determine the eligibility of participants, if applicable;
- v. Financial records as required by 2 CFR 200.

2. Records Retention

Exhibit A
Scope of Work

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Disclosure

The Subrecipient understands that participant information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law unless written consent is obtained from such persons receiving service.

4. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this AGREEMENT shall remain in effect during any period that the Subrecipient has control over funds under this AGREEMENT.

5. Audits & Inspections

All Subrecipient records with respect to any matters covered by this AGREEMENT shall be made available to the County, the Controller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits, the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

V. ACTIVITY REPORTING AND INVOICING SCHEDULE

- A. Subrecipient shall provide within 90 days of purchase a report on what was achieved

Exhibit A
Scope of Work

with the funding and a report on the PROJECT described in further detail in Section III Subsection A of this Exhibit A.

- B. Subrecipient shall submit to County documentation pre-purchase such as a Purchase Order with the total cost and number of devices as further described in Section III Subsection G of this Exhibit A.

[End of Exhibit A, Scope of Work]

SCHEDULE A
Housing, Homelessness Prevention and Workforce Solutions
Budget Adjustment
Fiscal Year 2020/2021

Increase in Appropriations:

21330-5501050000-523640	Computer Equip-Non Fixed Asset	\$1,000,000
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Increase in Estimated Revenues:

21330-5501050000-790600	Contrib Fr Other County Funds	\$1,000,000
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MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



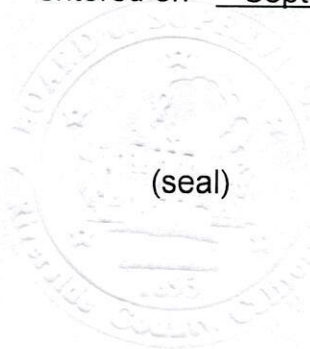
3.1
(MT 13486)

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from the Supervisor Spiegel and Supervisor Jeffries regarding Establishment of Educational Device Support Program for Riverside County Public Adult Schools, is continued to Tuesday, September 29, 2020 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 15, 2020 of Supervisors Minutes.



(seal)

WITNESS my hand and the seal of the Board of Supervisors
Dated: September 15, 2020
Kecia R. Harper, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: [Signature] Deputy

AGENDA NO.
3.1

xc: COB

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.1
(ID # 13486)

MEETING DATE:
Tuesday, September 15, 2020

FROM : SUPERVISOR KAREN SPIEGEL AND SUPERVISOR KEVIN JEFFRIES :

SUBJECT: SUPERVISOR KAREN SPIEGEL AND SUPERVISOR KEVIN JEFFRIES:
Establishment of Educational Device Support Program for Riverside County
Public Adult Schools, CEQA EXEMPT, ALL Districts [\$1,000,000 - 100% Federal
CARES Act Funds].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Authorize the allocation of \$1,000,000 in federal funding under the Coronavirus Aid, Relief, and Economic Security Act (Section 5001, Public Law 116-136; CARES Act) to establish the Educational Device Support Program for Riverside County Public Adult Schools (the Project) which will provide computer devices and hotspots to students to facilitate access to online learning and educational support services;
3. Approve the form of the attached Subrecipient Agreement Between the County of Riverside and the Member School District of the ABOUT STUDENTS Regional Consortium for Adult Education for the Use of Riverside County Relief Funds (CARES Act) for the Educational Device Support for Public Adult Schools Program (Agreement); and
4. Authorize the Director of Housing, Homeless Prevention and Workforce Solutions, or designee, to execute the finalized Agreement, subject to County Counsel approval, and execute any and all related agreements and documents necessary to implement and administer the Project including, but not limited to, non-substantive amendments, subject to County Counsel approval.
5. Authorize the Director of Housing, Homeless Prevention and Workforce Solutions to repurpose any unspent funds to support approved HHPWS CARES programming including, but not limited to, homeless sheltering, rental assistance, workforce interventions and distance learning initiatives.

ACTION:Policy

Karen S. Spiegel
Supervisor Karen Spiegel, Vice-Chairwoman

Jeff Greene
Jeff Greene, Chief of Staff

9/9/2020

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

MINUTES OF THE BOARD OF SUPERVISORS

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

BACKGROUND:

Summary

On July 17, 2020, Governor Newsom announced new statewide rules for private and public schools. These provisions included specific requirements for schools located in counties on the state's COVID-19 watch list. Thirty-two counties are on the state's watch list, including Riverside, San Bernardino, Los Angeles, Orange, and Ventura. All schools, public and private, in those counties must begin the 2020-21 school year with distance learning.

On August 04, 2020, the Board of Supervisors took action to address the needs of kindergarten through high school (K-12) public schools in the rapid transition of students to full time distance learning through the appropriation of \$10 million in local CARES funding. The \$10 million dollar allocation will support the Riverside County Office of Education's "One for All" campaign which was established to close the gap in providing a device for each K-12 public-school student. There are currently 510 public K-12 schools in Riverside County which serve over 400,000 students daily.

Providing a similar program for public adult schools would ensure that all underserved students in Riverside County have the tools necessary to succeed in a distance learning format. There are 20 public adult schools in operation in Riverside County, which serve over 15,000 students. Each school is a member of one of three consortia: The ABOUT STUDENTS Regional Consortium for Adult Education, the Southwest Riverside County Adult Education Regional Consortium, and the Desert Regional Adult Education Consortium. Similar to their K-12 counterparts in the public-school system, the consortia and their member schools are governed by the California Department of Education.

Unlike their K-12 counterparts in the public-school system, adult schools did not receive a direct allocation of CARES Act funds, yet their students face significant barriers. On average, 73% of consortia students contend with low levels of literacy, 41% are low income, 53% are English language learners, and the overwhelming majority face multiple barriers.

In order to effectively deliver full-time online learning to students countywide, the consortia estimates that 13,485 computer devices at an approximate cost of \$4,218,871 and 12,265 hotspots at an approximate cost of \$2,191,398 are needed for a combined total dollar amount of \$6,410,269 in required funding. The public adult schools do not currently have financial resources to acquire these devices.

Staff recommends establishing the Educational Device Support Program for Public Adult Schools (Project) and allocating \$1,000,000 in CARES Act funds for the purchase of needed devices and hotspots. The ABOUT STUDENTS Regional Consortium for Adult Education, by and through one of its member school districts, has agreed to coordinate funding under the proposed Project and disperse funds among all three consortia members based on need. Staff further recommends that the Board approve the form of the attached Subrecipient Agreement

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Between the County of Riverside and the About Students Regional Consortium for Adult Education for the Use of Riverside County Relief Funds (CARES Act) for the Educational Device Support for Public Adult Schools Program.

Pursuant to the California Environmental Quality Act (CEQA), the Project and the Subrecipient Agreement were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule of "Common Sense" exemption. The Project provides funding to public adult schools to purchase devices for students to facilitate online learning. It can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment, as the aforementioned activities will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts.

Impact on Residents and Businesses

The proposed funding allocation will provide digital devices and hotspots to underserved students and will expand access to online service. This will ensure that all Riverside County students have the necessary tools to continue their education during the COVID-19 pandemic.

Attachment

- Subrecipient Agreement

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



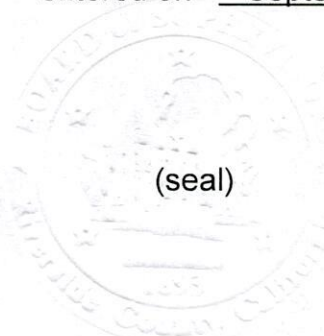
3.1
(MT 13486)

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from the Supervisor Spiegel and Supervisor Jeffries regarding Establishment of Educational Device Support Program for Riverside County Public Adult Schools, is continued to Tuesday, September 29, 2020 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 15, 2020 of Supervisors Minutes.



(seal)

WITNESS my hand and the seal of the Board of Supervisors
Dated: September 15, 2020
Kecia R. Harper, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: [Signature] Deputy

AGENDA NO.
3.1

xc: COB

Maxwell, Sue

From: cob@rivco.org
Sent: Tuesday, September 29, 2020 9:31 AM
To: COB; jslyter@cnusd.k12.ca.us
Subject: Board comments web submission



First Name: JoDee
Last Name: Slyter
Address (Street, City and Zip): 7873 El Dorado St.
Phone: 9517518252
Email: jslyter@cnusd.k12.ca.us
Agenda Date: 09/29/2020
Agenda Item # or Public Comment: 3.1
State your position below: Support
Comments: I'd like to speak on the 3.1 agenda item to support adult education.

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864-4411-6015. Password is 20200929. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.