

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



ITEM: 3.14
(ID # 13504)

MEETING DATE:
Tuesday, September 29, 2020

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HHPWS/WDD): Authorize and allocate additional CARES Act funding of \$2,000,000 to the Riverside County Youth Community Corps, CEQA Exempt, All Districts [\$2,000,000 – 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 and allocate additional CARES Act funding of \$2,000,000 to the Riverside County Youth Community Corps which supports the community response to the COVID-19 pandemic (Project), for a total funding amount of \$4,000,000 to the Project;
3. Approve the form of the attached template Amendment to Subrecipient Agreement for the Use of CARES Act funds for the Riverside County Youth Community Corps (Template);
4. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, to approve and execute an amendment, subject to approval by County Counsel, to the Subrecipient Agreement between the County of Riverside and California Family Life Center for the Use of CARES Act Funds for the Riverside County Youth Community Corps, substantially conforming in form and substance to the attached Template, to increase the annual contract amount by \$1,200,000 from \$1,200,000 to \$2,400,000 through the current termination date of November 30, 2020;

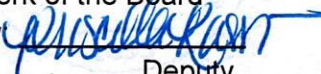
ACTION: Policy


Heidi Marshall, Director 9/14/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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: HHPWS, WDD

Kecia R. Harper
Clerk of the Board
By 
Deputy

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5. Authorize the Director of HHPWS, or designee, to approve and execute an amendment, subject to approval by County Counsel, to the Subrecipient Agreement between the County of Riverside and Arbor E&T, LLC for the Use of CARES Act Funds for the Riverside County Youth Community Corps, substantially conforming in form and substance to the attached Template, to increase the annual contract amount by \$800,000 from \$800,000 to \$1,600,000 through the current termination date of November 30, 2020; and
6. Authorize the Director of HHPWS, or designee, to reallocate any unspent Project funds to the approved HHPWS CARES programming including, but not limited to, Pathways to Employment, Educational Device Support Programs for Private Schools and Adult Schools, Riverside County Office of Education All for One Campaign, United Lift, Project Roomkey, and the Emergency Food and Shelter Program.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	2,000,000	\$0	\$2,000,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Federal CARES Act Funding			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 4, 2020, the Board of Supervisors approved the launch of the Riverside County Youth Community Corps (Project) via Minute Order No. 3.4, and allocated \$2,000,000 in Coronavirus Aid, Relief, and Economic Security Act (CARES Act), (Section 5001, Public Law 116-136), funding to the Project. The purpose of the Project is to provide countywide youth (ages 16-24) with a paid internship at a local nonprofit or municipality that is responding to the COVID-19 pandemic. Participating youth receive a \$2,150 stipend for a 6-week internship or a \$4,550 stipend for a 12-week internship.

Subsequently, the Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS) entered into agreements with two subrecipients, California Family Life Center (CFLC), and Arbor E&T, LLC., dba Equus Workforce Services and formerly known as ResCare (Arbor E&T); (collectively, "Subrecipients"). Pursuant to the agreements, CFLC will receive up to \$1,200,000 (60% of the total) to be responsible for servicing Supervisorial Districts 1, 2, and 3, and Arbor E&T will receive up to \$800,000 (40% of the total) to be responsible for servicing Supervisorial Districts 4 and 5.

The Project was expected to serve 100 youths per Supervisorial District for a total of 500 youths. Since the Project launch, prospective participants, nonprofits, and municipal agencies have expressed significant interest. As of August 26, 2020, a total of 669 youths, have applied to participate, and over 50 worksite agreements have been completed with participating nonprofits and municipalities (in addition to more than 70 additional worksite agreements in process). Based on this level of activity, staff expects that the initial \$2,000,000 in funding will soon be exhausted.

Staff recommends that the Board of Supervisors allocate an additional \$2,000,000 in CARES Act funding to the Project and authorize amendments to the agreements with both Subrecipients

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to distribute the additional funding similar to the initial allocation (\$1,200,000 to CFLC and \$800,000 to Arbor E&T). An itemization of the proposed funding is included below in the Additional Fiscal Information section. Staff further recommends that the Board authorize the Director of HHPWS, or designee, to execute the amendments, subject to County Counsel approval.

Pursuant to the California Environmental Quality Act (CEQA), the Project was 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 contractors to operate a youth work experience program. 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 Citizens and Businesses

Additional CARES Act funding for the Riverside County Youth Community Corps will allow continuation of efforts to address youth unemployment while providing additional workforce support to local nonprofits and municipalities that are providing critical community services during the COVID-19 crisis.

Additional Fiscal Information

Following is an itemization of the additional proposed funding allocation under the Project.

Expense Category	CFLC	Arbor E&T	Total
Stipends for Youth	\$1,005,000	\$671,000	\$1,676,000
Community Corps Site Supervisors	\$98,559	\$57,493	\$156,052
Transportation (leased vans, fuel, mileage)	\$13,148	\$10,459	\$23,607
Supplies	\$26,742	\$27,250	\$53,992
Insurance (vehicle insurance for leased vans and Workers Comp for youth)	\$13,963	\$12,504	\$26,467
Administration	\$42,588	\$21,294	\$63,882
Total	\$1,200,000	\$800,000	\$2,000,000

Attachment

- Template Amendment to Subrecipient Agreement for the Use of CARES Act funds for the Riverside County Youth Community Corps



 Marcus Maltese

9/22/2020



 Gregory H. Priamos, Director County Counsel

9/22/2020

1 **AMENDMENT NO. ___ TO SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY**
2 **OF RIVERSIDE AND _____ FOR THE USE OF CARES ACT FUNDS**
3 **FOR THE RIVERSIDE COUNTY YOUTH COMMUNITY CORPS**
4

5 This Amendment No. 1 to Subrecipient Agreement ("FIRST AMENDMENT"), for
6 the use of funding under the United States Department of Treasury's Coronavirus Aid,
7 Relief, and Economic Security Act (CARES Act) Coronavirus Relief Fund (Section 5001,
8 Public Law 116-136), hereinafter "CARES Act," related to the coronavirus disease 2019
9 (COVID-19) pandemic, is made and entered into as of _____, 2020, by and
10 between the County of Riverside, a political subdivision of the State of California,
11 hereinafter referred to as "COUNTY", and _____, a _____,
12 hereinafter referred to as "SUBRECIPIENT".

13 WITNESSETH

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

17 WHEREAS, COUNTY received an allocation of CARES Act funding, and on the
18 19th day of May, 2020, in Minute Order 3.3, the Board of Supervisors approved the
19 allocation of CARES Act funding for Homelessness/Rental
20 Assistance/Sheltering/Workforce Development, and for any COVID-19-related
21 expenses reasonably necessary to the function of government, including economic
22 support; and

23 WHEREAS, COUNTY has determined that there is a need to provide
24 employment and mentoring opportunities for youth who lack access to traditional
25 school, employment and internship opportunities due the impacts of COVID-19 on the
26 business and education sectors; and

27 WHEREAS, on August 4, 2020, in Minute Order 3.4, the Board of Supervisors
28 established the Riverside County Youth Community Corps, a countywide paid internship

1 program to provide youth ages 16-24 with an opportunity to participate in a local service
2 program which supports the community response to the COVID-19 pandemic, and to
3 partner with local nonprofit organizations and municipalities to address critical
4 community needs ("PROJECT"); and

5 WHEREAS, SUBRECIPIENT and COUNTY entered into a Subrecipient
6 Agreement for the Use of CARES Act Funds for the Riverside County Youth Community
7 Corps, effective from August 4, 2020 through November 30, 2020 ("ORIGINAL
8 AGREEMENT"); and

9 WHEREAS, the parties desire to amend the ORIGINAL AGREEMENT to
10 _____.

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

12 1. Section 1 (Purpose) shall be deleted in its entirety and replaced with the
13 following:

14 "1. PURPOSE. SUBRECIPIENT promises and agrees to undertake and assist
15 with PROJECT activities by utilizing the funds in an amount not to exceed
16 \$_____, ("CARES Act Funds"), as specifically identified in Exhibit A,
17 which is attached hereto and incorporated herein by this reference."

18 2. Exhibit A shall be deleted in its entirety replaced with the amended Exhibit A,
19 dated _____, 2020, which is attached hereto and incorporated herein as
20 referenced.

21 3. The last sentence of Section 10 (Compliance with Laws and Regulations),
22 subdivision (i), "Air Pollution Prevention and Control," shall be deleted in its
23 entirety and replaced with the following:

24 "Violations shall be reported to the Federal awarding agency and the Regional
25 Office of the Environmental Protection Agency (EPA)."

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27 //

28

1 4. Section 10 (Compliance with Laws and Regulations), subdivision (k), "Debarment
2 and Suspension," shall be deleted in its entirety and replaced with the following:

3 "k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No
4 contract award shall be made to parties listed on the governmentwide
5 exclusions in the System for Award Management (SAM), in accordance with
6 OMB guidelines at 2 CFR 180 that implement Executive Orders (E.O.s)
7 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains
8 the names of parties debarred, suspended, or otherwise excluded by
9 agencies, as well as parties declared ineligible under statutory or regulatory
10 authority other than E.O. 12549. Contractors with awards that exceed the
11 small purchase threshold shall provide the required certification regarding its
12 exclusion status and that of its principal employees."

13 5. The last sentence of Section 10 (Compliance with Laws and Regulations),
14 subdivision (m), "Access to Records and Records Retention," shall be deleted in
15 its entirety replaced with the following:

16 "All such books and records shall be retained for such periods of time as required
17 by law, provided, however, notwithstanding any shorter periods of retention, all
18 books, records, and supporting detail shall be retained for a period of at least five
19 (5) years after the expiration of the term of this AGREEMENT, or final payment is
20 made, whichever is later."

21 6. Section 10 (Compliance with Laws and Regulations), subdivision (p),
22 "Procurement of Recovered Materials," shall be deleted in its entirety and
23 replaced with the following:

24 "p. *Procurement of Recovered Materials (2 CFR 200.322.)*: A non-Federal entity
25 that is a state agency or agency of a political subdivision of a state and its
26 contractors must comply with 42 U.S.C. Section 6002 of the Solid Waste
27 Disposal Act, as amended by the Resource Conservation and Recovery Act.
28 The requirements of Section 6002 include procuring only items designated in

1 guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247
2 that contain the highest percentage of recovered materials practicable,
3 consistent with maintaining a satisfactory level of competition, where the
4 purchase price of the item exceeds \$10,000 or the value of the quantity
5 acquired by the preceding fiscal year exceeded \$10,000; procuring solid
6 waste management services in a manner that maximizes energy and
7 resource recovery; and establishing an affirmative procurement program for
8 procurement of recovered materials identified in the EPA guidelines. The
9 requirements of 2 CFR 200.322, as amended effective November 12, 2020,
10 are hereby included in this AGREEMENT as appropriate and to the extent
11 consistent with law.”

12 7. Section 20 (Termination) shall be deleted in its entirety replaced with the
13 following:

14 “20. TERMINATION.

15 a. SUBRECIPIENT. SUBRECIPIENT may not terminate this
16 AGREEMENT except upon express written consent of COUNTY.

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

21 (A) For cause.

22 (1) In the event SUBRECIPIENT fails to make satisfactory progress,
23 or fails to perform the covenants at such times and in such manner
24 as set forth herein; or

25 (2) In the event there is a conflict with any federal, state or local law,
26 ordinance, regulation or rule rendering any of the provisions of this
27 AGREEMENT invalid or untenable; or
28

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

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

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

16
17 (B) For convenience. By written notice stating the extent and effective
18 date of the suspension or termination.

19
20 c. Upon expiration of this AGREEMENT, the SUBRECIPIENT shall
21 transfer to the COUNTY any CARES Act funds on hand at the time of
22 expiration of the AGREEMENT as well as any accounts receivable
23 held by SUBRECIPIENT which are attributable to the use of CARES
24 Act funds awarded pursuant to this AGREEMENT.”

25 8. CAPITALIZED TERMS. FIRST AMENDMENT to prevail. Unless defined herein
26 or the context requires otherwise, all capitalized terms herein shall have the
27 meaning defined in the ORIGINAL AGREEMENT, as heretofore amended. The
28 provisions of this FIRST AMENDMENT shall prevail over any inconsistency or

1 conflicting provisions of the ORIGINAL AGREEMENT, as heretofore amended,
2 and shall supplement the remaining provisions thereof.

3 9. MISCELLANEOUS. Except as amended or modified herein, all the terms of the
4 ORIGINAL AGREEMENT shall remain in full force and effect and shall apply with
5 the same force and effect. Subject to the provisions of the ORIGINAL
6 AGREEMENT as to assignment, the agreements, conditions and provisions
7 herein contained shall apply to and bind the heirs, executors, administrators,
8 successors and assigns of the parties hereto. If any provisions of this FIRST
9 AMENDMENT or the ORIGINAL AGREEMENT shall be determined to be illegal
10 or unenforceable, such determination shall not affect any other provision of the
11 ORIGINAL AGREEMENT, and all such other provisions shall remain in full force
12 and effect. The language in all parts of the ORIGINAL AGREEMENT shall be
13 construed according to its normal and usual meaning and not strictly for or
14 against either COUNTY or SUBRECIPIENT.

15 10.EFFECTIVE DATE. This FIRST AMENDMENT to ORIGINAL AGREEMENT
16 shall not be binding or consummated until it is fully executed by the Parties.

17 11.This FIRST AMENDMENT may be executed in any number of counterparts, each
18 of which will be an original, but all of which together will constitute one
19 instrument.

20
21 [Signatures on Following Page]
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1 IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT as of
2 the dates set forth below.

3
4 **COUNTY** **SUBRECIPIENT**
5 COUNTY OF RIVERSIDE, a political _____, a [legal
6 subdivision of the State of California capacity]

7
8 By: _____ By: _____
9 Heidi Marshall, Director Name:
10 HHPWS Title

11 Date: _____ Date: _____

12
13
14
15 APPROVED AS TO FORM:

16 Gregory Priamos,
17 County Counsel

18
19 By: _____
20 Lisa Sanchez,
21 Deputy County Counsel

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