

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



**ITEM: 3.22
(ID # 14262)**

MEETING DATE:
Tuesday, January 12, 2021

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Ratify and Approve the First Amendment to the Subrecipient Agreement For the Use of CARES Act Funds between the County of Riverside and TODEC Legal Center; All Districts. [\$750,000 – Coronavirus Aid, Relief, and Economic Security Act 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the reallocation of \$750,000 in federal funding under the Coronavirus Aid Relief and Economic Security Act (Section 5001, Public Law 116-136; CARES Act) from the Educational Device Support Program for Riverside County Private Schools Fund to the Housing for the Harvest Program;
2. Ratify and approve the attached form of the First Amendment to the Subrecipient's Agreement for the Use of CARES Act Funds for the Riverside County Housing Harvest Program (First Amendment) between Riverside County and TODEC Legal Center;
3. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, to execute a First Amendment, substantially conforming in form and substance to the attached First Amendment, on behalf of the County, subject to approval as to form by County Counsel; and

Continued on Page 2

ACTION: Policy


Heidi Marshall, Director 12/31/2020

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: January 12, 2021
xc: HHPWS, Recorder

Kecia R. Harper
Clerk of the Board

By 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Director of HHPWS, or designee, to take all necessary steps to implement the First Amendment, including, but not limited to, signing any and all subsequent, necessary and relevant documents or amendments that extend the period of performance, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$750,000	\$ 0	\$750,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Coronavirus Aid, Relief, and Economic Security Act (CARES) Act Funding.			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 25, 2020, in Minute Order 3.73, the Board of Supervisors approved the Housing for the Harvest Program and allocated \$1,000,000 in CARES Act Funding to provide aid relief for essential farm and food processing employees living in Riverside County who must quarantine because of exposure to testing positive for COVID-19. The Riverside County Housing Harvest Program provides temporary housing, wellness checks, ancillary supportive services, and up to \$2,000 in direct financial assistance for COVID-19 impacted workers. TODEC Legal Center, a nonprofit organization in Riverside County, has provided these crucial services through the program through an agreement with the County. As of December 28, 2020, 401 essential farm and food processing workers have been assisted through the Housing for the Harvest Program. With record cases of COVID-19 rising in Riverside County, programs such as Housing for the Harvest Program are critical and needed more than ever. All funds for the Housing for the Harvest Program have been expended. Without assistance from this program, essential farm and food processing employees are forced to make the difficult choice of working to put food on the table instead of quarantining.

Staff recommends that the Board of Supervisors ratify and approve the attached form of the First Amendment to the Subrecipient Agreement and reallocate \$750,000 for Housing for the Harvest Program from the Educational Device Support Program for Riverside County Private Schools Fund, for a total of \$1,750,000. Staff further recommends that the Board of Supervisors authorize the Director of Housing, Homelessness Prevention and Workforce Solutions (HHPWS), or designee, to take all necessary steps to implement the First Amendment, including, but not limited to, signing any subsequent, necessary and relevant documents or amendments, subject to approval as to form by County Counsel.

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

Impact on Residents and Businesses

This program is necessary to ensure farm workers living in the County have access to the supports necessary to quarantine/isolate to the spread of COVID-19. With the additional proposed funding we expect to help an additional 200 essential workers.

Additional Fiscal Information

No impact upon the County's General Fund. 100% of Coronavirus Aid, Relief, and Economic Security Act (CARES) Act Funding will be used to fund this effort.

ATTACHMENT:

- Form of the First Amendment to the Subrecipient Agreement for the Use of CARES Act Funds



Marcus Maltese

1/5/2021



Gregory L. Priamos, Director County Counsel

1/5/2021

1 **FIRST AMENDMENT TO THE SUBRECIPIENT'S AGREEMENT FOR THE USE OF**
2 **CARES ACT FUNDS FOR**
3 **THE RIVERSIDE COUNTY HARVEST HOUSING PROGRAM**

4 THIS First Amendment to the Subrecipient's Agreement, for the use of funding under
5 the Coronavirus Aid, Relief, and Economic Security Act, ("First Amendment") is effective this
6 24th day of December 2020 ("Effective Date"), by and between the COUNTY OF
7 RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as
8 "COUNTY", and **TODEC LEGAL CENTER**, a California public benefit corporation,
9 hereinafter referred to as "SUBRECIPIENT". COUNTY and SUBRECIPIENT are collectively
10 referred to herein as the "Parties" or individually as the "Party".

11 WITNESSETH:

12 **WHEREAS**, COUNTY's Board of Supervisors approved an allocation of CARES Act
13 funding on August 25, 2020 in Minute Order 3.73 in the amount of \$1,000,000 for the Riverside
14 County Harvest Housing Program; and

15 **WHEREAS**, COUNTY and SUBRECIPIENT entered into that certain Subrecipient's
16 Agreement for the use of up to \$1,000,000 in funding under the Coronavirus Aid, Relief, and
17 Economic Security Act, dated September 14, 2020 ("SUBRECIPIENT AGREEMENT"), where
18 SUBRECIPIENT agreed to operate a countywide program that provides temporary housing
19 options , wellness checks, ancillary supportive services, and up to \$2,000 in direct financial
20 assistance for essential farm and food processing employees who are either COVID-19 positive
21 or have been exposed to COVID-19 , hereinafter referred to as "Harvest for Housing"; and

22 **WHEREAS**, COUNTY and SUBRECIPIENT desire to amend the SUBRECIPIENT
23 AGREEMENT to increase the funding for the Housing for Harvest program by an additional
24 \$750,000;

25 **NOW, THEREFORE**, in consideration of the foregoing, and the promises and mutual
26 covenants and conditions hereinafter set forth, the COUNTY and SUBRECIPIENT hereby
27 agree as follows:

28 1. Section 1, PURPOSE, is hereby deleted in its entirety and replaced as follows:

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JAN 12 2021 3.22

1 **IN WITNESS WHEREOF**, the COUNTY and SUBRECIPIENT have executed this
2 First Amendment on the date shown below.

3
4 COUNTY OF RIVERSIDE,
5 a political subdivision of the
6 State of California

TODEC LEGAL CENTER,
a California public benefit corporation

7 BY: _____

BY: _____

8 Name: Heidi Marshall

Name: Luz Gallegos


9 Title: Director, HHPWS

Title: Community Programs Director

10 Date: _____

Date: _____

11
12
13
14 APPROVED AS TO FORM:
15 Gregory Priamos, County Counsel

16
17 By:  _____
18 Amrit P. Dhillon,
19 Deputy County Counsel

**ATTACHMENT NO.1
AMENDED EXHIBIT A
(BEHIND THIS PAGE)**

**AMENDED EXHIBIT A
RIVERSIDE COUNTY HARVEST HOUSING PROGRAM
SUBRECIPIENT AGREEMENT - SCOPE OF WORK**

I. GENERAL INFORMATION

SUBRECIPIENT NAME: TODEC Legal Center	DUNS #: 00-830-5166
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ADDRESS: 234 South D Street
Perris, CA 92570

PROGRAM CONTACTS: Luz Gallegos, Community Programs Director
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PHONE: (951) 443-8458	FAX: (951) 943-1955
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E-MAIL: luzgallegos@todec.org

PROJECT NAME: Riverside County Harvest Housing Program

PROJECT LOCATION: Riverside County

**PROJECT FUNDING
SUMMARY:**

Riverside County CARES Act \$1,750,000

II. SCOPE OF SERVICE

A. Activity Summary

Subrecipient shall be responsible for administering the Riverside County Harvest Housing Program in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds.

TODEC Legal Center (TODEC) shall use \$1,750,000 of CARES Act funding to provide temporary hotel housing options for essential farm and food processing employees who are either COVID-19 positive or exposed to COVID-19 and who do not require hospitalization, to have safe and suitable places to isolate when they are unable to do so at home. Eligible expenses shall include administrative and technical costs to manage the program and the cost to assist each recipient. Grant awards are limited to the following:

- 1) Assistance shall only be provided to farm and food processing employees that can document that: 1) they are employed in the farm or food processing profession, 2) they have tested positive for COVID-19 or have been exposed to COVID-19 and, 3) they have doctor orders to self-isolate or, if they are not able to provide a doctor's note, they shall self-attest under penalty of perjury to have tested positive or have been exposed to COVID-19 ("Participant" or

“Household”);

- 2) Meals, transportation or other miscellaneous supplies may be provided for the duration of the time a Participant or household has been asked to quarantine by a doctor;
- 3) Financial assistance is limited to a one-time assistance of \$2,000 to cover rent, mortgage and or utilities if the Participant opts to self-isolate in their own home.
- 4) Households must be at or below 80% of the Area Median Income for the County of Riverside as defined by HUD;
- 5) Grant funds may be used to support general operational expenses and/or direct services;
- 6) Funding shall not be used for lobbying efforts.

B. Levels of Accomplishment – Goals and Performance Measures

TODEC anticipates serving at least 600 farm worker or food processor households, with \$1,750,000 in CARES Act funding, distributed across all five (5) Supervisorial Districts. Geographic distribution shall be based on where the Participant lives.

Subrecipient shall accept applications over the phone or make other reasonable accommodations as needed. Applications shall be accepted beginning September 1, 2020 through February 28, 2021. The application shall be made available at: www.todec.org. Subrecipient shall start assisting households starting on or about September 15, 2020.

C. Subrecipient Capacity

By executing this Subrecipient Agreement, the Subrecipient certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with the CARES Act funds. 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, in its sole and absolute discretion.

D. Performance Monitoring

The County of Riverside Grantee will monitor the performance of the Subrecipient against goals and performance standards 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.

E. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$1,750,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. 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).

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 and in advance by County.

Cost Classification	Budgeted Amount
Housing	
Hotel/Motel Rooms (25% local match)	0
Space Costs & Utilities for Travel Trailers	0
Total Housing Costs	0
Program Coordination & Outreach	
Program Salaries	251,649
Fringe Benefits	25,841
Total Personnel Costs	277,491
Operational Costs	
Telecommunications	2,158
Call Center	0
Consumable and Program Supplies	11,450
Mileages	1,215
Software	950
Postage	0
Indirect Costs	29,324
Total Operational Costs	45,077
Direct Services	
Meals & Food/Groceries	188,478
Transportation	2,954
Medical Relate Supplies	0
Misc. Supplies (hygiene kits, etc.)	0
Client Financial Assistance Fund	1,236,000
Total Direct Services	1,427,432
Total Program Costs	\$1,750,000

III. 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 its program 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 the Riverside County Harvest Housing Program;
- iii. Applications submitted from Participants or Households requesting funding under the Riverside County Housing Harvest Program;
- iv. Records required to determine the eligibility of the Participant or Household income, proof of employment, and doctors' orders; and
- v. Financial records as required by 2 CFR 200.

2. Records Retention

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 Riverside County Nonprofit Assistance Fund, including program income.

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).

IV. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

- a. Subrecipient shall complete and maintain detailed records for every Participant or Household applying for but not receiving Riverside County Harvest Housing Program funds and shall submit records to County upon request.
- b. Subrecipient shall complete and maintain detailed records for every Participant or Household receiving Riverside County Harvest Housing Program funds and shall submit records to County upon request.
- c. Subrecipient shall maintain and submit to County detailed records of every expense incurred in carrying out the Riverside County Harvest Housing Program and shall submit to County upon request.
- d. Subrecipient shall submit to County by the 20th of each month a summary of all outreach and marketing efforts performed by Subrecipient during the previous month.

V. FUNDING SCHEDULE

a. Funding Advance for Administrative and Personnel Costs

September 1: Estimated expenses from September 1- September 30 (Expenditure detail summary submitted September 20);

October 1: Estimated expenses from October 1- October 31 (Expenditure detail summary submitted October 20);

November 1 - Estimated expenses from November 1- November 31. (Expenditure detail summary submitted November 20)

January 13 - Estimated expenses from December 1- January 31. (Expenditure detail summary submitted February 28)

b. Funding Advance Schedule for Operation Costs

September 1st

October 1st

November 1st

January 13th

VI. SUBMIT FOR REIMBURSEMENT TO THE STATE FOR MOTEL/HOTEL COSTS

Step 1: Confirm that a Participant is eligible for use of the program. To be eligible the individual must:

- Work in California food processing or agriculture
- Meet FEMA non-congregate sheltering criteria for COVID-19:
 - Have tested positive; or
 - Been exposed (as documented by a state or local public health official, or medical health professional)
- Be unable to self-isolate or quarantine at home

Step 2: Collect documentation that the Participant is COVID positive or presumed exposure documentation of COVID-19 from a public health or medical health official

Step 3: Provide the Participant the Guest Obligation and Collection, Disclosure, and Use of Personal Information Form, in preferred language. Confirm with the Participant that they are aware of and consent to abide by the terms of the program.

Step 4: Complete the Hotels for the Harvest Reservation Request Form. Please ensure that your organization's name and email address are provided at the top of the form.

Step 5: Assign the Participant a unique identifier and fill in Column E of the Reservation Request form and on the documentation that the Participant is COVID positive or has had presumed exposure

- Participant's unique identifier should begin with the first four letters of the county in which the Local Administrator is operating followed by a unique number. Unique numbers should start at "01" and should increase sequentially thereafter. For example, the first participant from Fresno County would have a Participant Identification of FRES01.

Step 6: Email the Hotels for the Harvest Reservation Request Form to covid19lodging@dgs.ca.gov

Step 7: You will receive a reservation confirmation and itinerary for the reservations requested at the email address provided. If the Participant also provided an email address, they will receive a copy of the reservation confirmation and itinerary.

Step 8: As applicable, coordinate with the individual Participant and the hotel for any special requests

Step 9: Coordinate transportation to the hotel and ensure Participant checks into hotel

Step 10: Send documentation of COVID positive or presumed exposure to CDFA at:
CDFA Executive Office
Attn: Emergency Management Coordinator
1220 N Street, Room 400
Sacramento, CA 95814

VII. ACTIVITY REPORTING SCHEDULE

October 1 - for activities September 1-31

November 1 - for activities October 1-31

December 1 - for activities October 1-31

January 2 - for activities December 1-30

February 2 – for activities January 1-30

March 2 – for activities February 1-28/Closeout Report