

ITEM: 3.41 (ID # 26558) MEETING DATE: Tuesday, December 03, 2024

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Approve the First Amendment to the Professional Services Agreement with The Salvation Army a California non-profit religious corporation to expand the program's services of the Homeless to Work Program, for an additional amount not to exceed \$850,000, through November 30, 2026; District 5. [\$850,000 - 100% American Rescue Plan Act (ARPA) Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

 Approve an additional Allocation amount of \$500,000 of the Fifth District American Rescue Plan Act (ARPA) funding to the Department of Housing and Workforce Solutions, Workforce Development Division (HWS/WDD), to allow Contractor to expand the program's services;

Continued on page 2

ACTION:Policy

aushalf 11/19/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

| Ayes: | Jeffries, Spiegel, Washington, Perez and Gutierrez |
|---------|--|
| Nays: | None |
| Absent: | None |
| Date: | December 3, 2024 |
| XC: | HWS |

Kimberly A. Rector 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:

- Approve First Amendment to Professional Services Agreement between County of Riverside and The Salvation Army, as approved by the Board of Supervisors via Minute Order No. 3.54 on June 27, 2023; for an additional \$500,000 not to exceed \$850,000 through November 30, 2026, and authorize the Chair of the Board to execute three (3) copies of the same on behalf of the County;
- 3. Authorize the Purchasing Agent to issue Purchase Order(s) for the Homeless to Work Program through FY 25/26, not to exceed a total aggregate amount of \$850,000 that is consistent with First Amendment to Contract ID # WDARC-PSA-0003834; and
- 4. Direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the agreements to the Housing and Workforce Solutions, Workforce Development Division for distribution.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: |
|-----------------|----------------------|-------------------|-------------|---------------------|
| COST | \$425,000 | \$425,000 | \$850,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$0 | \$0 | \$0 |
| SOURCE OF FUND | S: 100% ARPA Funds | | Budget A | djustment: Yes |
| | | | For Fisca | l Year: 24/25-25/26 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

<u>Summary</u>

On June 27, 2023, (Minute Order 3.54) the Board of Supervisors approved and authorized the Director of Housing and Workforce Solutions, or designee, to implement the Homeless to Work Program including authority to execute the Professional Services Agreement that has been approved to form by County Counsel for an aggregate program funding amount of \$350,000.

Riverside County Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) has partnered with The Salvation Army to implement the Homeless to Work program per Agreement #WDARC-PSA-0003834 (Agreement) on May 1, 2024, through December 31, 2025. The central objective is to administer a transitional employment program called Homeless to Work. With the amendment to the Agreement, the Homeless to Work program aims to assist a minimum of 100 unemployed individuals. Of the 100 individuals, 40 will be experiencing homelessness and 60 at risk of being homeless. However, preference must always be given to individuals that are experiencing homelessness. All participants in the program will be in the Pass Area, including the unincorporated community of Cabazon, cities of Beaumont, and Banning (Service Area). The amendment to the agreement will also allow additional time to complete the program with a new contract termination date of November 30, 2026.

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

With Board approval, this item will allow the Contractor to expand services for the effective operation of the program for FY24/25 and 25/26.

Additional Fiscal Information

The proposed full cost of this program for all designated fiscal years is \$850,000. The funding source is strictly ARPA funds.

Budget Summary from Contract # WDARC-PSA -0003834

| Category | Program Total |
|----------------------------------|---------------|
| Direct Services & Administration | \$139,037.35 |
| Operating Expenses | \$210,962.65 |
| Total Project Costs | \$350,000.00 |

Budget Summary from additional \$500,000

| Category | Program Total |
|----------------------|---------------|
| Personnel | \$243,200 |
| Fringe Benefits | \$97,522 |
| Travel | \$20,100 |
| Supplies | \$28,000 |
| Direct Admin. Costs | \$66,000 |
| Other Misc. Costs | \$5,178 |
| Indirect Costs | \$40,000 |
| Total Project Costs | \$500,000.00 |
| TOTAL PROJECT BUDGET | \$850,000 |

Contract History and Price Reasonableness

The County of Riverside Purchasing Department, on behalf of HWS/WDD, issued a Request for Proposal (RFP) #WDARC-0025, released on PublicPurchase.com and closed January 19, 2024. Forty-six (46) contractors were notified, twenty-two (22) downloaded the bid package and three (3) bids were received.

After careful evaluation of the response, the County determined that The Salvation Army was determined to be responsive and responsible. The contractor possesses all the required criteria to perform services. The proposal was reviewed by Workforce Development evaluation committee, which selected The Salvation Army as the only bidder to solicit Homeless to Work program coordinator(s) from an experienced and qualified entity to serve as the Contractor for WDD. As a result, The Salvation Army, a California nonprofit religious corporation was awarded as the Contractor for performance period commencing May 1, 2024, through December 31, 2025.

On June 27, 2023 (Minute Order 3.54), the Board of Supervisors approved and authorized the Director of Housing and Workforce Solutions/Workforce Development Division, or designee, to

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

implement the Homeless to Work Program including authority to execute the Professional Services Agreement that has been approved to form by County Counsel.

Attachments:

 First Amendment to Professional Service Agreement for Homeless to Work Program by and between County of Riverside and The Salvation Army, Contract ID #WDARC-PSA-0003834.

elissa Curtis

11/25/2024 Brianna Lontajo, Principal Management Analyst 11/26/2024

aula Salcido 11/26/2024

11/26/2024

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR THE HOMELESS TO WORK PROGRAM COORDINATOR SERVICES By and Between COUNTY OF RIVERSIDE And THE SALVATION ARMY

This First Amendment to the Professional Service Agreement for Homeless to Work Program Coordinator Services is entered into by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Department of Housing and Workforce Solutions/ Workforce Development Division ("COUNTY") and The Salvation Army, a California non-profit religious corporation, ("CONTRACTOR"). Contractor and the County are individually referred to herein as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Board of Supervisors on June 27, 2023, pursuant to Minute Order 3.54 approved the Professional Services Agreement (Agreement) with The Salvation Army, and approved allocation amount of \$350,000 of American Rescue Plan Act Funds (ARPA) to implement the Agreement;

WHEREAS, the COUNTY entered into that certain Professional Service Agreement with The Salvation Army, effective May 1, 2024. Contract ID #WDARC-PSA-0003834, whereby COUNTY agreed to provide ARPA funding in the amount of \$350,000 to CONTRACTOR;

WHEREAS, the Parties now desire to amend Agreement to increase funding by \$500,000 for a new total amount of ARPA funding in the amount of \$850,000, to allow CONTRACTOR to now serve a total of 100 unemployed individuals experiencing homelessness, 20 of the participants the Salvation Army will be as in-kind and amend period of performance to extend agreement through November 30, 2026, allow HWS/WDD staff to administer the program, and amend Exhibit A, Scope of Work and Exhibit B, Section II. Itemized Budget;

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, the Parties hereby do agree as follows:

- 1. <u>Recitals</u> The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. <u>Compensation</u> Section 3.1 of the Agreement is hereby deleted in its entirety as amended as follows: The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred for the Scope of Work defined in Amended Exhibit A, pursuant to the Program Provisions set forth in Amended Exhibit B. Section II. Itemized Budget. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$850,000 for the duration of the contract term, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified number of services or products, unless agreed to by the COUNTY in writing.



- 3. <u>Exhibit A-Scope of Work</u>. Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the "Amended Exhibit A Scope of Work" attached hereto and incorporated by reference.
- Exhibit B- Program Provisions, Section II. Itemized Budget. Exhibit B Program Provisions, Section II. Itemized Budget of the Agreement is hereby deleted in its entirety and replaced with the "Amended Exhibit B – Program Provisions, Section II. Itemized Budget" attached hereto and incorporated by reference.
- 5. <u>First Amendment to Prevail.</u> The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement.
- 6. <u>Effective Date.</u> This First Amendment to the Agreement is effective upon the date signed by both Parties which is determined by last date signed.
- 7. Entire Understanding. The First Amendment and the Agreement set forth and contain the entire understanding and agreement of the Parties hereto. There are no oral or written representations, understandings, or ancillary covenants, undertakings, or agreements, which are not contained or expressly referred to within this First Amendment and the Agreement.
- 8. <u>Further Assurances.</u> The Parties agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purposes of this First Amendment.
- Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.
- 10. USE OF ELECTRONIC SIGNATURES: This Amendment 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 Amendment agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("the Act") Cal. Civ. Code §§ 1633.1-1633.17), for executing this Amendment. The parties further agree that the electronic or digital signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. The Act authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this First Amendment as of the date set forth below.

COUNTY:

COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Department of Housing and Workforce Solutions, Workforce Development Division

By: Chuck Washington

Board of Supervisors, Chair

Dated

CONTRACTOR:

THE SALVATION ARMY, a California nonprofit religious corporation

By: Douglas Hanson

Doug Hanson, Captain Divisional Secretary for Business

Dated: 25/11/24

ATTEST: Kimberly A. Rector Clerk of the Board

By: Dated:

APPROVED AS TO FORM: MINH C. TRAN County Counsel

By: Paula Salcido Deputy County Counsel

Dated: 11-26-2024

AMENDED EXHIBIT A

SCOPE OF WORK

Contractor shall provide the following Services/Scope of Work including, but not limited to:

- CONTRACTOR is expected to outreach, recruit, and enroll a minimum of <u>100</u> unemployed individuals. 40 individuals must be experiencing homelessness as defined by the U.S. Department of Housing and Urban Development (HUD) under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act) (24 CFR Parts 91, 582, and 583), into the Homeless to Work program (HWP). 60 individuals may be at risk of being homeless however preference must always be given to individuals that are experiencing homelessness.
- 2. CONTRACTOR must ensure all eligible and suitable participants are from the service area defined as; the Pass Area in District 5 of the County of Riverside including the unincorporated area of Cabazon, Beaumont, and Banning.
- CONTRACTOR will partner with local businesses, employers, cities, Riverside County Departments, and partners, as well as homeless service providers contracted with the County of Riverside Continuum of Care (CoC) with executed Memorandum of Understanding (MOU) to implement an integrated and seamless service delivery process for the HWP.
- 4. CONTRACTOR must ensure a minimum of **80** eligible and suitable participants enter the HWP and successfully work a minimum of 15 to 20 subsidized hours per week, on community beatification projects within the service area, and complete the 90-day subsidized employment program model for the HWP.
- In coordination with COUNTY, CONTRACTOR will assist a minimum of <u>80</u> eligible and suitable participants' in obtaining unsubsidized employment following the 90-day subsidized employment period during the period of performance; <u>May 1, 2024</u>, through <u>November 30, 2026</u>.
- 6. CONTRACTOR shall ensure that all eligible participants have all the necessary and valid Right to Work/I-9 documents to determine suitability and eligibility for the HWP.
- CONTRACTOR must ensure that all marketing and outreach materials are reviewed and approved by COUNTY prior distributing information to employers, partners, or eligible participants.
- 8. In coordination with COUNTY, CONTRACTOR will provide participants with direct support services, including but not limited to; healthcare, behavioral health services, housing assistance, food relief programs, clothing, transportation, and work equipment/tools, dependent care, and any other basic needs deemed necessary.
- CONTRACTOR will provide complete employment services including but not limited to; job applications, resume and interview assistance, job readiness workshops, job referrals, case management, post-employment follow-up services, transportation from customers' location to worksite(s), program oversight, employer of record, etc.

- 10. CONTRACTOR will provide case management services to assist customers with a range of funded or leveraged activities based on the stated needs of the customers, including but not limited to accessing personal identification and right to work documents (critical for connection to permanent housing and employment), complete case management, crisis housing and bridge housing, crisis intervention, physical health care, mental health care, mainstream benefits establishment, substance use treatment, education, life skills, legal services, employment services, transportation, reunification, problem solving, tenancy rights and responsibilities and landlord relations.
- 11. CONTRACTOR shall be responsible for the timely completion, submission, and maintenance of accurate records, reports, and data to the COUNTY. CONTRACTOR is required to furnish an intake packet to the COUNTY that includes the following documents: intake screening form, homeless verification letter, and participant timesheet to be provided to the COUNTY.
- 12. CONTRACTOR shall maintain complete and accurate customer records, up to date CalJOBS and HMIS entries, submit progress reports, customer data, and additional information as requested by the COUNTY. Additionally, CONTRACTOR must ensure attendance of meeting, calls, etc. as requested by the COUNTY.
- 13. CONTRACTOR understands that additional documents, forms, and reports may be requested or modified as well as by COUNTY with formal notice of at least 10 business days dependent on need and program requirements.

AMENDED EXHIBIT B Program Provisions

II: Itemized Budget

Budget Summary from Contract # WDARC-PSA -0003834

| Category | Program | Total |
|----------------------------------|--------------|--------------|
| Direct Services & Administration | \$139,037.35 | \$139,037.35 |
| Operating Expenses | \$210,962.65 | \$210,962.65 |
| Total Project Cost | \$350,000.00 | \$350,000.00 |

Budget Summary from additional \$500,000

| Category | Program | Total |
|----------------------|-----------|-----------|
| Personnel | \$243,200 | \$243,200 |
| Fringe Benefits | \$97,522 | \$97,522 |
| Travel | \$20,100 | \$20,100 |
| Supplies | \$28,000 | \$28,000 |
| Direct Admin. Costs | \$66,000 | \$66,000 |
| Other Misc. Costs | \$5,178 | \$5,178 |
| Indirect Costs | \$40,000 | \$40,000 |
| Total Project Costs | | \$500,000 |
| TOTAL PROJECT BUDGET | | \$850,000 |

Amendment 1 Homeless to Work Program -Final Copy 11.25

Final Audit Report

2024-11-26

| I | | |
|---|-----------------|--|
| | Created: | 2024-11-26 |
| | By: | Nicole Rand (nrand@rivco.org) |
| | Status: | Signed |
| | Transaction ID: | CBJCHBCAABAABKGgkdA5XsAAF6r_qDzrX7Q6tgecH5M3 |
| I | | |

"Amendment 1 Homeless to Work Program - Final Copy 11.25" History

- Document created by Nicole Rand (nrand@rivco.org) 2024-11-26 - 0:10:00 AM GMT
- Document emailed to Doug Hanson (doug.hanson@usw.salvationarmy.org) for signature 2024-11-26 - 0:10:03 AM GMT
- Email viewed by Doug Hanson (doug.hanson@usw.salvationarmy.org) 2024-11-26 - 0:10:41 AM GMT
- Signer Doug Hanson (doug.hanson@usw.salvationarmy.org) entered name at signing as Douglas Hanson 2024-11-26 - 0:11:53 AM GMT
- Document e-signed by Douglas Hanson (doug.hanson@usw.salvationarmy.org) Signature Date: 2024-11-26 - 0:11:55 AM GMT - Time Source: server
- Agreement completed. 2024-11-26 - 0:11:55 AM GMT

Adobe Acrobat Sign