

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



ITEM: 3.103
(ID # 25404)

MEETING DATE:
Tuesday, August 27, 2024

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Ratify and Authorize the Purchasing Agent to issue Purchase Order(s) for the Community Fire Cadet Program with The City of Hemet on behalf of Hemet Fire and Department of Life Safety (HFLS) for FY23/24 through FY25/26 and Approve the First Amendment; District 5. [Total Cost \$796,680, previously approved budget - 100% ARPA funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Authorize the Purchasing Agent to issue Purchase Order(s) for the Community Fire Cadet Program with The City of Hemet on behalf of Hemet Fire and Department of Life Safety (HFLS) for FY23/24 through FY25/26, not to exceed a total aggregate amount of \$647,751 as approved by Board of Supervisors via Minute Order No. 3.8 on May 7, 2024.
2. Authorize reimbursement from Federal Funds – American Rescue Plan Act (ARPA) Fund 21735 to Housing and Workforce Solutions (HWS) Workforce Development Division (WDD) in an amount not to exceed \$148,929 for program-related costs as approved by Board of Supervisors via Minute Order No. 3.8 on May 7, 2024.
3. Approve the attached First Amendment to Professional Service Agreement between County of Riverside and Hemet Fire and Life Safety Agency, executed by Director of Housing and Workforce Solutions (HWS) or designee as approved by Board of Supervisors via Minute Order No. 3.8 on May 7, 2024.

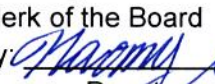
ACTION:Policy


Heidi Marshall, Director 8/12/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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: August 27, 2024
xc: HWS/WDD

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 796,680	\$ 0	\$ 796,680	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% ARPA Funds			Budget Adjustment: No	
			For Fiscal Year: 23/24-25/26	

C.E.O. Recommendation: Approve

BACKGROUND:

On May 7, 2024 (Minute Order 3.8), the Board of Supervisors approved and authorized the Director of Housing and Workforce Solutions or designee to implement the Community Fire Cadet Program including authority to execute Professional Services Agreements that have been approved to form by County Counsel for an aggregate program funding amount of \$796,680.

Riverside County Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) has partnered with the City of Hemet's, Hemet Fire and Department of Life Safety (HFLS) to expand and implement the Community Fire Cadet Program (CFCP) per Agreement #WDARC-PSA-0003840 May 1, 2024, through December 31, 2026. The HFLS has historically provided internship opportunities to youth attending Alessandro High School in Hemet which has an existing first responder career technical education pathway. The central objective of the CFCP is to expand this program, purchase necessary equipment and provide increased number of youths, a focused eight-week summer employment experience program specifically designed to expose high school youth to: fire prevention, code enforcement, community risk reduction, community beautification, and public safety. An estimated 60 individual youth will benefit from this program throughout the City of Hemet and within District 5. Youth will be provided with stipends, mentorship, career counseling and transportation to and from work sites.

With Board approval, this item will authorize the Purchasing Agent to issue Purchase Orders as the payment mechanism used for the Community Fire Cadet Program with The City of Hemet on behalf of Hemet Fire and Department of Life Safety (HFLS) for FY 23/24 through FY25/26.

Contract History and Price Reasonableness

On October 4, 2022 (Minute Order 3.44), the Board of Supervisors approved the distribution of the 2nd installment of the ARPA allocation. On February 27, 2024 (Minute Order 3.50) the Board of Supervisors obligated \$6,200,000 to various housing, workforce, and nonprofit programs to be administered by HWS, of which, was one of the listed programs. Of the \$6,200,000 obligated funds, a total of \$796,680 has been authorized for the implementation and expansion of the Community Fire Cadet program within District 5.

On May 7, 2024 (Minute Order 3.8), the Board of Supervisors approved and authorized the Director of Housing and Workforce Solutions or designee to implement the Community Fire Cadet Program including executing Professional Services Agreements that have been approved as to form by County Counsel.

Additional Fiscal Information

The chart below shows a breakdown of the total Program budget between Hemet Fire and Life Safety and HWS Workforce Development by fiscal year:

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STATE OF CALIFORNIA**

COMMUNITY FIRE CADET PROGRAM

	<u>FY23/24</u>	<u>FY24/25</u>	<u>FY25/26</u>	<u>TOTAL</u>
<u>HEMET FIRE AND LIFE SAFETY</u>				
Salaries and Wages	129,640	134,826	140,218	404,684
Training and Equipment	27,000	17,680	18,387	63,067
Vehicles	180,000	-	-	180,000
Total Hemet Fire and Life Safety	\$ 336,640	\$ 152,506	\$ 158,605	\$ 647,751
<u>HWS WORKFORCE DEVELOPMENT</u>				
Career Coach	17,160	17,784	18,720	53,664
Community Liaison	25,000	-	-	25,000
Administrative Fees	42,456	13,623	14,186	70,265
Total HWS Workforce Development	\$ 84,616	\$ 31,407	\$ 32,906	\$ 148,929
GRAND TOTAL PROGRAM	\$ 421,256	\$ 183,913	\$ 191,511	\$ 796,680

ATTACHMENT

1. First Amendment to Professional Service Agreement for Community Fire Cadel Program Coordinator by and between County of Riverside and City of Hemet, Hemet Fire and Life Safety

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet

8/13/2024

Brianne Lontajo
Brianne Lontajo, Principal Management Analyst

8/22/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel

8/13/2024

**FIRST AMENDMENT
TO PROFESSIONAL SERVICE AGREEMENT
FOR COMMUNITY FIRE CADET PROGRAM COORDINATOR
By and Between
COUNTY OF RIVERSIDE
And
CITY OF HEMET, HEMET FIRE AND LIFE SAFETY AGENCY**

This First Amendment to the Professional Service Agreement for Community Fire Cadet Program Coordinator is entered into by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Housing and Workforce Solutions/ Workforce Development Division ("County") and the City of Hemet, a general law city in the State of California by and through its Hemet Fire and Department of Life Safety ("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 May 7, 2024, pursuant to Minute Order 3.8 approved the Professional Services Agreement (Agreement) with the City of Hemet on behalf of Hemet Fire and Department of Life Safety for the implementation of the Community Fire Cadet Program Coordinator, approved allocation amount of \$796,680 of Fifth District American Rescue Plan Act Funds (ARPA) and authorized the Director of HWS, or designee, to execute, implement and if necessary to amend the Agreement;

WHEREAS, the County entered into that certain Professional Service Agreement with the City of Hemet, by and through its Hemet Fire and Department of Life Safety effective July 8, 2024. Contract ID #WDARC-PSA-0003840, whereby County agreed to provide ARPA funding in the amount of \$467,751 to Contractor and whereby County further agreed to purchase and transfer necessary equipment to Contractor to implement and support Community Fire Cadet Program Coordinator;

WHEREAS, the County issued an advance payment in the amount of \$116,937.75 to Contractor on August 8, 2024 for initial operating costs;

WHEREAS, the Parties now desire to amend Agreement to increase funding by \$180,000 for new total amount of ARPA funding in the amount of \$647,751 to allow Contractor to directly purchase necessary equipment for Community Fire Cadet Program Coordinator and amend Exhibit B Payment Provisions and Budget Breakdown;

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. Recitals – The recitals set forth above are true and correct and incorporated herein by this reference.
2. Compensation – 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 Services as defined in Exhibit A, pursuant to the Program Budget set forth in Amended Exhibit B. Maximum payments by County to Contractor shall not exceed \$647,751 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. Exhibit B-Payment Provisions. Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the "*Amended Exhibit B Payment Provisions and Budget Breakdown*" attached hereto and incorporated by reference.
4. First Amendment to Prevail. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement.

Effective Date. This First Amendment to the Agreement is effective upon the date signed by both Parties which is determined by last date signed.

5. 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.
6. Further Assurances. 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.
7. 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.
8. 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: Heidi Marshall
Heidi Marshall
Director of HWS

Dated: 8/22/2024

CONTRACTOR:

CITY OF HEMET, HEMET FIRE DEPARTMENT OF LIFE SAFETY, a General Law City in the State of California

Signed by:
By: Eddie Sell
Eddie Sell
Fire Department Chief

Dated: 8/20/2024

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: Paula S. Salcido
Paula S. Salcido
Deputy County Counsel

Signed by:
By: Mark Prestwich
Mark Prestwich
City Manager

Dated: 8/21/2024

AMENDED EXHIBIT B
Amended Payment Provisions

1. COUNTY agrees to reimburse CONTRACTOR based on a pay-for-performance model each month during Period of Performance as defined in Paragraph 2.1. The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred as outlined in Exhibit A – Scope of Work.
2. COUNTY agrees to pay CONTRACTOR a maximum of twenty-five percent of program budget, in an amount not to exceed \$161,937.75. To begin implementation of program and cover initial expenses as determined by CONTRACTOR.
3. CONTRACTOR shall be responsible for purchase and obtain title of the vehicle(s) which are to be used for CFCP services. CONTRACTOR agrees to complete all documents related to the registration and ownership of the vehicle(s) in the name of CONTRACTOR subject to terms of provisions 4 and 5.
4. CONTRACTOR shall be responsible for the use of the vehicle(s) dedicated to providing CFCP services on a full-time basis and pay for all operational expenses of the vehicle including maintenance and fuel. CONTRACTOR shall provide proof of vehicle retention for a seven (7) year period by providing proof of registration and insurance on a yearly basis.
5. CONTRACTOR shall primarily use vehicle(s) for the purpose of providing CFCP services. However, CONTRACTOR may also use the vehicle(s) for other services, provided that such use does not interfere with the provision of CFCP services. Should the CONTRACTOR use the vehicle(s) in a manner that negatively impacts the provision of CFCP services within the City of Hemet and throughout the Supervisorial district, the COUNTY reserves the right to require the CONTRACTOR to pay an amount equal to the current market value of the vehicle(s).
6. CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, CONTRACTOR agrees to include as applicable: outreach and resources provided, participant name, and other outlined expenses per line item as defined in Amended Exhibit B Section II.
7. CONTRACTOR understands that COUNTY can submit requests for additional supporting information for invoices with formal notice given to CONTRACTOR of at least 10 business days.
8. CONTRACTOR must ensure scope of work and performance metrics, as defined in Exhibit A, are fully executed within the allotted program compensation amount as defined in Paragraph 3.1 and outlined in Amended Exhibit B, Section II of this agreement.
9. CONTRACTOR understands that budgeting and expenditure of program funds must be conducted on a timely basis at least 1 month prior to grant term completion unless formal notice of program extension is presented by the COUNTY.
10. CONTRACTOR understand that COUNTY can make additional requests and modifications as necessary for program implementation with formal notice given to CONTRACTOR of at least 10 business days. Information may include but not in not limited to; budget modifications, marketing information, supplemental data collection, supplemental documents, supplemental reports, supplemental invoice information.

II. Budget Breakdown

COMMUNITY FIRE CADET PROGRAM					
		<u>FY23/24</u>	<u>FY24/25</u>	<u>FY25/26</u>	<u>TOTAL</u>
SALARIES & WAGES					
	Part-Time Salary/Stipend	64,000	66,560	69,222	199,782
	Supervisor/Mentor	60,000	62,400	64,896	187,296
	Workers Comp Insurance	5,640	5,866	6,100	17,606
TOTAL SALARIES & WAGES		129,640	134,826	140,218	<u>404,684</u>
EXPENDITURES					
	Orientation Training	750	780	811	2,341
	Outfit Vehicles	10,000	-	-	10,000
	Tools & Equipment	4,250	4,420	4,597	13,267
	Uniforms/Boots/Safety Equipment	12,000	12,480	12,979	37,459
TOTAL EXPENDITURES		27,000	17,680	18,387	<u>63,067</u>
MAJOR MACHINERY & EQUIPMENT**					
	Passenger Van/Support Vehicle	100,000	-	-	100,000
	Pickup Truck/Support Vehicle	80,000	-	-	80,000
TOTAL MAJOR MACHINERY & EQUIPMENT		180,000	-	-	<u>180,000</u>
GRAND TOTAL PROGRAM COSTS		\$ 336,640	\$152,506	\$158,605	<u>\$647,751</u>