

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



**ITEM: 3.17  
(ID # 25951)**

**MEETING DATE:**

**FROM :** HOUSING AND WORKFORCE SOLUTIONS

Tuesday, September 17, 2024

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Approve the Professional Service Agreement (PSA) with Andy Vargas Foundation for the implementation of the S.O.N.G. (Sparking Originality in New Generations) Camp Program; without seeking competitive bids from September 17, 2024, through December 31, 2026; District 5. [\$148,400 - 100% American Rescue Plan Act] (CEQA Exempt per State CEQA Guidelines Section 15061(b)(3))

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Allocation of \$148,400 from Fifth District Second Allocation American Rescue Plan Act (ARPA) funding to the Department of Housing and Workforce Solutions (HWS), to support career pathways and employment opportunities for underserved youth aspiring to be musicians located within the County of Riverside's fifth supervisorial district as outlined below through the S.O.N.G. (Sparking Originality in New Generations) Camp Program;

Continued on Page 2

**ACTION:Policy**

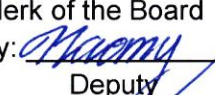
  
Heidi Marshall, Director 8/30/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Gutierrez  
Nays: None  
Absent: Spiegel  
Date: September 17, 2024  
xc: HWS/WDD

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Approve the S.O.N.G. Camp Program Professional Services Agreement (PSA) with Andy Vargas Foundation for the implementation of the S.O.N.G. Camp Program; without seeking competitive bids from September 17, 2024, through December 31, 2026, for the total amount of \$148,400; 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 Orders for the goods and/or services that do not exceed the approved amounts;
4. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
5. Direct Housing and Workforce Solutions/Workforce Development Division staff to file the Notice of Exemption with the County Clerk and the State Clearinghouse at the Office of Planning and Research (OPR) within five (5) business days of approval; and
6. 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 for distribution.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$74,200	\$74,200	\$148,400	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% ARPA Funds			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	24/25-25/26

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The COVID-19 pandemic and the corresponding economic crisis have undermined the health and economic wellbeing of American workers. The American Rescue Plan Act (ARPA) of 2021 provided support to communities that have struggled in the wake of COVID-19. Specifically, ARPA provided \$130 billion in local funding for cities and counties. Of these funds, \$65 billion is allocated for counties based on the county's population. Eligible uses of these funds include, but are not limited to, assistance to small businesses, households, hard-hit industries, and economic recovery. On October 4, 2022 (Minute Order 3.44), the Board of Supervisors approved the second installment allocation of ARPA funding. On June 11, 2024, (Minute Order 3.5) the Board of Supervisors obligated \$148,400 from the 2<sup>nd</sup> installment of ARPA funding to the Department of Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) for the implementation of the S.O.N.G. (Sparking Originality in New Generations) Camp Program in the fifth supervisorial district.

As a result of the COVID-19 pandemic, school districts across the nation and Riverside County have been impacted economically. Due to necessary budget challenges and adjustments, many schools have had to face the difficult decision of defunding music and arts programs. Because

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of this, youth have been placed at a disadvantage, missing opportunities in music education and lacking knowledge of viable careers in the music and entertainment industries.

HWS/WDD proposes to partner with Andy Vargas Foundation (AVF) to provide an opportunity for underserved youth, in District 5 to receive mentorship regarding music creation and viable careers in the entertainment industry. The project will be administered through HWS/WDD in conjunction with District 5 to implement the S.O.N.G Camp Program for underserved youth, specifically high school students ages 14-18, who have a passion for pursuing a career in the music and/or entertainment industries. Once established, the camp program will host 36 students for the 2024-2025 fiscal year. In fiscal year 2025-2026, the camp will host an additional 36 students, resulting in a total of 72 students benefiting from the program.

**Program Overview**

The proposed camp program aims to harness the raw, untapped musical potential of young talents and to instill values that transcend beyond music. Youth will have the ability to enhance their teamwork skills, resilience, and self-expression. The program will ensure that the participants emerge as well-rounded artists with hands-on training on songwriting, music production, recording, and performance skills. Below is an outline of the benefits of this camp program and its potential contributions to District 5's long term success in creating a pipeline for future music and entertainment industry professionals.

I. Fostering Innovation and Creativity

The structure of the camp program allows for participants to express their musical interests and abilities through songwriting and music production workshops and sessions. Participants will have the opportunity to write their own songs, produce and record their own music, play instruments of their choice, and perform their music live. These sessions, workshops, and performances will encourage participants to explore their talents and inner creativity.

II. Enhanced Technical and Musical Training

The camp program will provide musical instruments, software, and other equipment necessary for students to write, produce, and record their own music. Participants will be given hands-on training on how to utilize music production software and technology. They will also be provided with tools to market themselves as artists and promote their music.

III. Establishing Career Pathways and Pipelines

As part of the program camp goals, participants will receive advanced insight into the music and entertainment industry. They will be exposed to different careers in these industries and be given the appropriate pathways to achieve these careers. A variety of industry professionals, such as producers, mixers, vocal coaches, and artists, will be visiting the camp and providing students with both technical advice and career guidance regarding music and entertainment careers. The visits from industry professionals will



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also serve as networking opportunities, allowing students to create connections that can lead to future career opportunities.

Additionally, after receiving hands-on experience and music training, program participants will be able to strengthen their resumes and portfolios when applying to educational and job opportunities.

IV. Providing College Scholarships

In addition to hands-on experience and knowledge from industry professionals, the program camp will also provide opportunities for participants to receive two-year college scholarships to music programs. The Andy Vargas Foundation has partnerships with schools such as the Berklee College of Music, the University of Southern California, and the Hollywood School of Music. These college scholarships will facilitate the students' access to higher education and their ability to pursue a career in music.

V. Developing Resilient Leaders

As the camp program focuses on technical development and career exposure, it also aims to provide participants with skills outside of music training. The camp program will help enhance the participants' teamwork abilities and will emphasize resilience and self-expression. Students will emerge from the camp with newfound confidence and leadership skills. These students can put their leadership skills to practice, as they have the opportunity to return as camp mentors once they finish the program.

**S.O.N.G. Camp Program Timeline/ Schedule**

For the fiscal year 2024-2025, the S.O.N.G. Camp Program will include two cohorts of 18 students each: one in the fall and one in the spring. For the fiscal year 2025-2026, the program will continue with two cohorts of 18 students each in the fall and spring. Additionally, each cohort of students will organize, produce, and host a concert in a location within District 5. Sessions will be held on two weekends per month, including both Saturdays and Sundays.

**Management and Facilitation of Program/ Camp**

The S.O.N.G. Camp Program will be managed and facilitated by the AVF director and staff.

The District 5 Supervisorial Office, and the District 5 community will provide nominations of students for the program. Each group will also help in conducting outreach for the program to District 5 high schools and community organizations.

For the summer and holiday concerts, the District 5 Supervisorial Office will help the AVF coordinate with local concert venues in order to reserve a space for the events.

**Impact on Residents and Businesses**

The Fifth District Supervisorial Office's commitment to invest in the S.O.N.G. Camp Program will significantly boost opportunities for youth, highlighting the district's dedication to ensuring



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everyone can Thrive in District 5. This investment will serve as a testament to the office's mission of fostering a community and place where residents can succeed through innovative programming and strategic planning.

This program will help fill the gap left by the pandemic in music education and training, by providing youth with the necessary resources and skills to pursue music and entertainment careers through hands-on experience, insight from industry professionals, and college scholarships.

**Contract History and Price Reasonableness**

There are no prior actions related to this item. Total program funding is \$148,400 provided solely from American Rescue Plant Act funds (ARPA) for the implementation of the S.O.N.G. Camp Program within supervisorial district 5 from September 17, 2024, through December 31, 2026. The overall price of the S.O.N.G. Camp Program is a direct reflection of the contract between the HWS/WDD and AVF for costs necessary to ensure implementation and execution of program outcomes. The AVF has an established program and awarding the contract to the AVF, will eliminate start-up costs typically associated with a new program. HWS/WDD did not seek competitive bids as selected vendor already has the infrastructure, location, resources, experience, and track record necessary to implement the S.O.N.G. Camp Program. Seeking additional vendors would result in higher costs on buildings, staffing, location, etc. Funding will be provided solely for services rendered, products provided, and expenses incurred, as a direct result of program implementation efforts by the AVP.

**Additional Fiscal Information**

The proposed full cost of this program for all designated fiscal years is \$148,400. The funding source is strictly ARPA funds.

**Budget**

<b>S.O.N.G Program BUDGET</b>	<b>COSTS</b>
Facilities Rent (additional space)	\$37,500
Printing	\$6,000
College/Vocational Scholarship Fund	\$24,000
Electronic Equipment	\$6,200
Outreach/Web Services	\$700
Music Equipment and Supplies	\$74,000
	<b>Total \$148,400</b>

**Attachments**

- SONG Professional Services Agreement
- 25-047 WDARC Andy Vargas Foundation SONG Program SSJ
- Quote Letter from Andy Vargas Foundation
- CEQA Notice of Exemption

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*Melissa Curtis*

Melissa Curtis, Deputy Director of Purchasing and Fleet

9/11/2024

*Brianne Lontajo*

Brianne Lontajo, Principal Management Analyst

9/11/2024

*Aaron Gettis*

Aaron Gettis, Chief of Deputy County Counsel

9/11/2024

**PROFESSIONAL SERVICE AGREEMENT**

for

**S.O.N.G. Camp Program  
(Sparking Originality in New Generations)**

Between

**COUNTY OF RIVERSIDE**

and

**ANDY VARGAS FOUNDATION**





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This Professional Service Agreement for the S.O.N.G. (Sparkling Originality in New Generations) Camp Program ("Agreement") is made and entered into effective the September 17, 2024 between ANDY VARGAS FOUNDATION, a California non-profit corporation (herein referred to as the "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its DEPARTMENT OF HOUSING AND WORKFORCE SOLUTIONS, WORKFORCE DEVELOPMENT DIVISION (HWS/WDD), (herein referred to as the "COUNTY").

**RECITALS**

WHEREAS, The COUNTY has received funding from the American Rescue Plan Act of 2021 to support communities that have struggled as a result of the COVID-19 pandemic to fund and implement strategic programs including but not limited to, assistance to small businesses, households, hard-hit industries, and general economic recovery within the COUNTY's jurisdiction.

WHEREAS, in connection with the State of California to administer American Rescue Plan Act (ARPA) funded programs, the COUNTY will enter in a single source procurement with Andy Vargas Foundation to implement the scope of services.

WHEREAS, COUNTY desires to enter into an Agreement with the CONTRACTOR based on its expertise, special skills, knowledge and experience in providing such services, as more specifically set forth in the Agreement below; and

NOW, THEREFORE, based upon the foregoing recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the COUNTY and CONTRACTOR hereby agree as follows:

**1. Description of Services**

**1.1** The CONTRACTOR shall serve as the S.O.N.G. Camp Program coordinator and provide services as outlined and specified in the Description and Scope of Services attached hereto and incorporated herein as Exhibit A, and the Program Budget attached hereto and incorporated herein as Exhibit B, for the amount not to exceed that which is stated in paragraph 3.1.

**1.2** CONTRACTOR represents that it has the skills, experience, knowledge, personnel, equipment, and facilities necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

The CONTRACTOR shall perform the scope of services for the COUNTY in a timely manner and to the COUNTY'S satisfaction, as more specifically set forth in Exhibit A, Scope of Services, and in Exhibit B, Program Budget, as such services are necessary for the implementation and execution of the S.O.N.G. Camp Program. This Agreement shall commence effective September 17, 2024, through December 31, 2026, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi- year agreement.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred for the Scope of Services defined in Exhibit A, pursuant to the Program Budget set forth in Exhibit B. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred forty-eight thousand four hundred dollars (\$148,400) 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.

3.2 No price increases will be permitted during the first year of this Agreement (if applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. Frequency of annual increase amounts will not exceed more than one per twelve-month period during the aggregate performance term of the Agreement. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index (CPI) - All Items - Riverside-San Bernardino-Ontario, CA area and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors. Annual CPI increase will be calculated using the over-the-year percentage change most recent month/year data posted prior to the date of the annual increase written request and as provided by the U.S. Bureau of Labor Statistics. 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, and conforming to Exhibit C, attached hereto and incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Contractor shall prepare and submit invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY  
WORKFORCE DEVELOPMENT DIVISION  
ATTN: ACCOUNTS PAYABLE  
1325 SPRUCE ST., SUITE 400  
RIVERSIDE, CA 92507

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total and shall conform to the Invoice Form attached hereto as Exhibit D.
- b) Invoices shall be rendered monthly in arrears.

**3.3** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, the COUNTY is not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent, or designee, are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he

may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<https://www.visualofac.com/regulations/excluded-parties-list-system/>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Background Checks**

Contractor agrees that all its employees who may work with or around minors must undergo a thorough background check, including criminal records, prior to commencement of their duties. Employees in positions involving contact with minors shall not have convictions for serious crimes, particularly those involving violence or crimes against a person.

7. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports, or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

8. **Conduct of Contractor**

8.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

8.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

8.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

9. **Inspection of Service; Quality Control/Assurance**

9.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate



cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**9.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**10. Independent Contractor/Employment Eligibility**

**10.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,

8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**10.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**10.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

**10.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**10.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended, or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**11. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.



**12. Disputes**

**12.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**12.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. The parties shall jointly select a mediator acceptable to the CONTRACTOR and COUNTY. The mediation shall take place in Riverside County. Each party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation. If the dispute cannot be resolved by mediation, neither COUNTY nor CONTRACTOR waives their rights to bring the appropriate legal action in a court of competent jurisdiction within the County of Riverside.

**13. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

**14. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities'



purchases.

**15. Non-Discrimination**

The CONTRACTOR shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

CONTRACTOR agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto in the execution of the duties and responsibilities under the Agreement.

**16. Record Retention and Documents**

CONTRACTOR agrees to retain all records pertaining to this Agreement for a period of seven (7) years after termination of this Agreement. If, at the end of seven (7) years, there is an ongoing litigation or an audit involving those records, the CONTRACTOR shall retain the records until the resolution of such litigation or audit is completed. The Department of Labor, the Grantor, and the COUNTY reserve the right to monitor and visit, announced or unannounced, the CONTRACTOR facilities at any time during normal business hours. The monitoring shall be conducted in accordance with the COUNTY Monitoring Guide.

**17. Confidentiality**

**17.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**17.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not

disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17.3 Personally Identifiable Information**

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and CONTRACTOR may collect PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing by COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Exhibit C. When applicable, CONTRACTOR shall incorporate the relevant provisions of Exhibit C into each subcontract or sub-award to subcontractors.

**18. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**19. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

HOUSING AND WORKFORCE SOLUTIONS  
WORKFORCE DEVELOPMENT DIVISION  
ATTN: HEIDI MARSHALL,  
DIRECTOR OF HOUSING AND WORKFORCE  
SOLUTIONS  
1325 SPRUCE ST. SUITE 400  
RIVERSIDE, CA 92507

**CONTRACTOR**

ANDY VARGAS FOUNDATION  
ATTN: ANDREW VARGAS  
FOUNDER AND CEO  
1582 DEERE AVE., UNIT B  
IRVINE, CA 92606

**20. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**21. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**22. Hold Harmless/Indemnification**

**22.1** CONTRACTOR 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 (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**22.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 CONTRACTOR indemnification to Indemnitees as set forth herein.

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

**22.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

### **23. Insurance**

**23.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR 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. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

#### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance



of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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 is used in the performance of the obligations under this Agreement, then CONTRACTOR 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 all the Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**D. Professional Liability**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. Sexual Abuse or Molestation (SAM) Liability:**

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

**F. General Insurance Provisions - All lines:**

1) 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.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention 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, CONTRACTOR'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.

3) CONTRACTOR shall cause CONTRACTOR'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.

CONTRACTOR 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the



monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**24. General**

**24.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONTRACTOR without the prior written consent of COUNTY will be deemed void and of no force or effect.

**24.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**24.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**24.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**24.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**24.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials, or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**24.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**24.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**24.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**24.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**24.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**24.12** This Agreement, including any attachments or exhibits, 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. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

**24.13** If any project produces patentable items, patent rights, processes, or inventions in the course of work under a Department of Labor (DOL) grant or agreement, the CONTRACTOR shall report the fact promptly and fully to the COUNTY. The COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior agreement between the COUNTY and the DOL or its representative on these matters, DOL shall determine whether to seek protection on the invention or discovery. DOL or its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34.



**24.14** Unless otherwise provided in terms of the Grant or the Agreement, when copyrighted material is developed in the course of or under this Agreement, the author and the COUNTY which developed the work are free to copyright material or to permit others to do so. The COUNTY and the Workforce Development Board shall have a royalty-free, non-exclusive, and irrevocable license to produce, publish, and use and to authorize other to use all copyrighted material.

**24.15** All original reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the direct authorization of the COUNTY.

**24.16** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510 (Lower Tier). The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall attach an explanation to this Agreement.

**24.17** The CONTRACTOR shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under ARPA. Co-mingling and/or diverting of funds to support the activities of other programs are not authorized. Documentation supporting expenditures will be kept on file at the CONTRACTOR's office and made available at all times for audit and monitoring purposes for a period of no less than seven (7) years after the COUNTY makes final payment and all pending matters are closed.

**24.18** The CONTRACTOR will comply with controls, recordkeeping, and accounting procedure requirements of ARPA, federal and state regulations and directives to ensure the proper accounting for funds paid under this Agreement. At such times and in such form, the COUNTY may require statements, records, reports, data, and information pertaining to this Agreement be maintained on file for purpose of an audit or examination. Retention of all records for seven (7) years after the County makes final payment and all other pending matters are closed, is required.

**24.19** The CONTRACTOR shall establish and implement appropriate internal management procedures to prevent fraud, abuse, and criminal activity. Further, the CONTRACTOR shall establish a reporting process to ensure that the COUNTY is notified immediately of any allegation of fraud, abuse, or

criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or participants. If the allegation is of any emergency and/or fiscal nature, it shall be reported to the COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the CONTRACTOR's file.

**24.20** Should the CONTRACTOR fail to perform the services as outlined in Exhibit A, the COUNTY and the CONTRACTOR will meet and confer to modify the Scope of Services and compensation arrangements.

**24.21** CONTRACTOR represents and warrants that CONTRACTOR is registered to do business in the State of California with the California Secretary of State.

**24.22** 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 the Agreement agrees to the use of electronic signatures, such as a digital signature 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 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 amount 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.

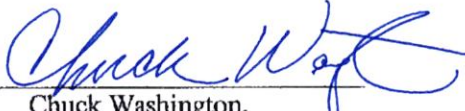
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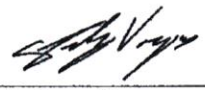
[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political  
Subdivision of the State of California, by and

**ANDY VARGAS FOUNDATION**,  
a California non-profit corporation

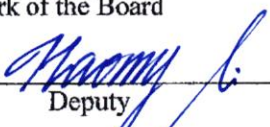
By:   
Chuck Washington,  
Board of Supervisors, Chair

By:   
Andrew Vargas  
Founder and CEO

Dated: 9/17/2024

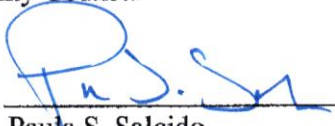
Dated: Sept 10, 2024

ATTEST:  
Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

Dated: 9/17/2024

APPROVED AS TO FORM:  
MINH C. TRAN  
County Counsel

By:   
Paula S. Salcido  
Deputy County Counsel

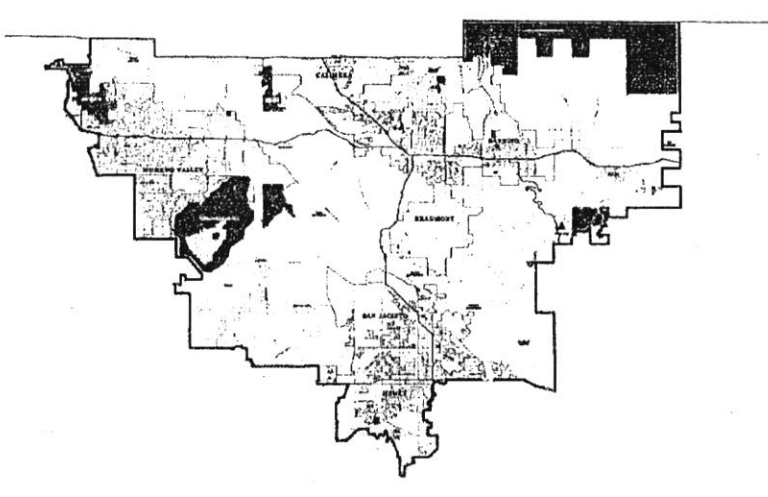
Dated: 9-11-2024

**EXHIBIT A**  
**DESCRIPTION AND SCOPE OF SERVICES**

1. CONTRACTOR agrees to provide outreach, recruitment, hands on songwriting, music production, recording, performance skills from industry experts, and other services necessary to youth for the S.O.N.G. Camp Program in the following service area.
  - a. Riverside County Supervisorial District 5 of the County of Riverside including the cities of Moreno Valley, Hemet, San Jacinto, Calimesa, Beaumont, and Banning.
2. CONTRACTOR must conduct eligibility and suitability assessment with individual youth recruited based on the following criteria:
  - a. In school High School youth between the ages of 14-18, residing within District 5.
3. CONTRACTOR will partner with local school districts and other community organizations within the service area to implement an integrated and seamless service delivery process for youth enrolled in the S.O.N.G. Camp Program.
4. CONTRACTOR must use all reasonable endeavors to conduct outreach, recruit, and identify a minimum of 72 eligible youth for the S.O.N.G. Camp Program residing within supervisorial district 5. Youth must remain enrolled in secondary education, within the period of performance from **September 17, 2024, through December 31, 2026.**
5. CONTRACTOR is responsible for providing a venue, outreach, scholarships, electronic and music equipment and supplies to enable participants to fully participate in program activities.
6. CONTRACTOR is responsible for awarding a total of twelve (\$2,000) scholarships to six high school graduates during the FY 24/25 and to six high school graduates during the FY 25/26 periods. These scholarships are for students who enroll in higher education/vocational training post high school.
7. CONTRACTOR must maintain accurate and up-to-date records throughout the term of this contract. Such records shall include, but are not limited to, financial records (budgets, receipts, expenditure reports, financial statements), personnel records (employee documentation, timesheets, contracts), participant records (enrollment forms, attendance records, progress reports), program documentation (activity reports, evaluation reports), compliance documentation (ARPA compliance reports, monitoring records) and provide reports detailing program activities, expenditures, outcomes, and compliance status to HWS/WDD and Board of Supervisors, as required, on a timely basis.

*Maps of Services Area*

**District 5 :**





**EXHIBIT B  
PROGRAM BUDGET**

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. 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 or other outlined expenses per line item as defined in Exhibit B Section II.
3. 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.
4. 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 Exhibit B, Section II of this agreement.
5. CONTRACTOR understands that budgeting and expenditure of program funds must be conducted on a timely basis at least 1 month prior to program term completion unless formal notice of program extension is presented by the COUNTY.
6. CONTRACTOR understands that COUNTY can make additional requests of information 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.
7. COUNTY may issue a one-time advance payment to SUBRECIPIENT in an amount not to exceed twenty-five percent (25%) of the maximum reimbursable amount upon written request by the SUBRECIPIENT. Such written request must be submitted on SUBRECIPIENT letterhead and SUBRECIPIENT shall also complete the Subrecipient Payment Request Form 2076A (Attachment II). If an advance is issued, the advance will be recouped from the full amount of each monthly claim that is submitted. No additional payments will be made until the

advance is completely recouped. *HWS/WDD reserves the right, in its sole discretion, to approve or deny an advance request based on funding availability.*

**II: Budget**

<b>S.O.N.G Program BUDGET</b>	<b>COSTS</b>
Facilities Rent (additional space)	\$37,500
Printing	\$6,000
College/Vocational Scholarship Fund	\$24,000
Electronic Equipment	\$6,200
Outreach/Web Services	\$700
Music Equipment and Supplies	\$74,000
	<b>Total \$148,400</b>

## EXHIBIT C

### PII PRIVACY AND SECURITY STANDARDS

#### I. PHYSICAL SECURITY

CONTRACTOR shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. CONTRACTOR agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the CONTRACTOR facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  - a. Properly coded key cards
  - b. Authorized door keys
  - c. Official identification
- C. Issue identification badges to CONTRACTOR staff.
- D. Require CONTRACTOR staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

#### II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e., USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.



F. Patch Management.

- a. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
- b. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
- c. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
- d. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls.

- a. All users must be issued a unique username for accessing PII.
- b. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- c. Passwords are not to be shared.
- d. Passwords must be at least eight (8) characters.
- e. Passwords must be a non-dictionary word.
- f. Passwords must not be stored in readable format on the computer or server.
- g. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
- h. Passwords must be changed if revealed or compromised.
- i. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
  - i. Upper case letters (A-Z)
  - ii. Lower case letters (a-z)
  - iii. Arabic numerals (0-9)
  - iv. Special characters (!,@,#, etc.)

H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring reauthentication of the user session after no more than twenty (20) minutes of inactivity.

J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:

- a. Data is confidential;
- b. Systems are logged;
- c. System use is for business purposes only, by authorized users; and
- d. Users shall log off the system immediately if they do not agree with these requirements.

K. System Logging.

- a. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII or alters PII.
- b. The audit trail shall:
  - c. Be date and time-stamped;
  - d. Log both successful and failed accesses;
  - e. Be read-access only; and
  - f. Be restricted to authorized users.
- g. If PII is stored in a database, database logging functionality shall be enabled.
- h. Audit trail data shall be archived for at least three (3) years from the occurrence.

L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

M. Transmission Encryption.

- a. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
- b. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
- c. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

### **III. AUDIT CONTROLS**

#### **A. System Security Review.**

- a. CONTRACTOR must ensure audit control mechanisms are in place.
- b. All systems processing and/or storing PII must have at least an annual system risk assessment security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
- c. Reviews should include vulnerability scanning tools.
- d. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- e. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

### **IV. BUSINESS CONTINUITY/ DISASTER RECOVERY CONTROLS**

- A. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
  - a. CONTRACTOR shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
  - b. The documented backup procedures shall contain a schedule which includes incremental and full backups.
  - c. The procedures shall include storing backups offsite.
  - d. The procedures shall ensure an inventory of backup media.
  - e. CONTRACTOR shall have established documented procedures to recover PII data.
  - f. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

### **V. PAPER DOCUMENT CONTROLS**

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. CONTRACTOR shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. CONTRACTOR that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as crosscut shredding or pulverizing.

**EXHIBIT D**

INVOICE/PAYMENT TEMPLATE

**SAMPLE**  
**Invoice Form to be provide on Letterhead.**

<b>XXXXXXXXXX Name:</b>		
<b>Mailing/Remittance Address:</b>		
<b>Invoice Number:</b>		
<b><u>Payment Request for Services Rendered</u></b>		
<b>Date</b>	<b>Deliverable</b>	<b>Cost</b>
<b>Total for this Invoice:</b>		<b>\$</b> <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span>





Date: September 9, 2024  
From: (Stephanie Adams, Deputy Director of Workforce Development Division)  
To: Purchasing Agent  
Via: Tamico Thomas 951-955-3035  
Subject: Request for Sparking Originality in New Generations (S.O.N.G) Camp Program

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source     Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote     Supplier Sole Source Letter     Final draft agreement  
 Final draft Form 11     H-11 approved by RCIT/TSOC     Grant Agreement  
 Other: \_\_\_\_\_

1. Requested Supplier Name: **Andy Vargas Foundation**  
Supplier ID:

a. Describe the goods/service being requested:

The Andy Vargas Foundation's S.O.N.G Camp program is a unique program that provides an opportunity for underserved youth, in District 5 to receive mentorship and guidance in music creation and explore viable careers in the entertainment industry. The Andy Vargas Foundation will serve as the program lead, offering underserved youth the opportunity to develop and enhance their teamwork skills, resilience, and self-expression. The program will ensure that the participants emerge as well-rounded artists with hands-on training on songwriting, music production, recording, and performance skills. The S.O.N.G Camp program is anticipated to be in effect between September 17, 2024, through December 31, 2026.

b. Explain the unique features of the goods/services being requested from this supplier:

Andy Vargas Foundation is a California nonprofit corporation, tax-exempt 501(c)3 organization. The Andy Vargas Foundation distinguishes itself by offering unique



resources tailored to underprivileged youth that go beyond traditional support. It provides comprehensive mentoring programs that focus on personal development, leadership skills, and career planning, alongside academic support. The foundation also emphasizes the importance of creative arts and entrepreneurship. Unlike many other organizations, it offers specialized workshops in these areas, helping youth develop both soft and hard skills. The foundation also fosters community involvement through partnerships, providing practical experiences and encouraging civic engagement. This comprehensive approach not only supports academic achievement but also prepares students for diverse future opportunities, setting it apart from other organizations.

c. What are the operational benefits to your department?

The Andy Vargas Foundation is uniquely qualified to implement the S.O.N.G Camp Program as they possess the venue, resources, staff, and training directly necessary to execute the full range of services desired by HWS/WDD for the S.O.N.G Camp Program lead. Utilizing the Andy Vargas Foundation will serve to reach the maximum number of students throughout District 5 interested in participating in the S.O.N.G Camp program. This will allow for HWS/WDD to save on curriculum development, staffing costs, site construction, onboarding costs, and other expenses that otherwise would delay program implementation and require establishing these connections from scratch.

d. Provide details on any cost benefits/discounts.

While there is no discounted pricing offered to HWS/WDD this program will ensure that no programmatic funding is expended on utilizing a partner that cannot fulfill the full scope of work necessary to implement the S.O.N.G Camp program. The Andy Vargas Foundation has provided a quote letter outlining their costs. Program costs are further broken down in the budget table below. The overall price of the S.O.N.G Camp program is a direct reflection of the contract between the Andy Vargas Foundation and HWS/WDD for implementation of this program. Funding is solely provided from the American Rescue Plan Act and is part of the 2nd allocation of the Riverside County Allocated ARPA funds.

S.O.N.G Program BUDGET	COSTS
Facilities Rent (additional space)	\$37,500
Printing	\$6,000
College/Vocational Scholarship Fund	\$24,000
Electronic Equipment	\$6,200
Outreach/Web Services	\$700
Music Equipment and Supplies	\$74,000
	Total \$148,400



2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes  No

a. If yes, please explain why you are requesting to utilize an SSJ process?  
\_\_\_\_\_

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# \_\_\_\_\_  No

a. What was the total annual and aggregate amount? \$148,400

4. Identify all costs for this requested in the table below:  
If review is for multiple years, all costs must be identified below:

Description:	FY 24/25	FY 25/26	Total
One-time Costs:	74,200	74,200	148,400
Other Costs:			
Total Costs			

5. Period of Performance: September 17, 2024, through December 31, 2026

Ratify Start Date (if applicable):     

Initial Term Start Date: September 17, 2024 End Date: December 31, 2026

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): 0

Aggregate Term/End Date: September 17, 2024, through December 31, 2026

6. Projected Board of Supervisor Date (if applicable): September 17, 2024



By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Stephanie Adams (Print Name), J. Adams (Department Head Signature), 9/9/24 (Date)

PCS Reviewed:

Jamie Garcia (Print Name), [Signature] (Signature), 09/10/2024 (Date)

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: \_\_\_\_\_

Not to exceed:

- One-time \$\_\_\_\_\_, Annual Amounts reflected in completed chart for Question #4 (checked), Total Cost \$148,400, Aggregate Amount \$\_\_\_\_\_

Melissa Curtis (Purchasing Agent Signature), 9/10/2024 (Date), 25-047 (Tracking Number)





The Andy Vargas Foundation

September 4, 2024

County of Riverside  
1325 Spruce Street, Suite 400  
Riverside, CA 92507

Dear County of Riverside,

Please consider this correspondence as a formal quote for services provided by The Andy Vargas Foundation (AVF) for the implementation of the S.O.N.G. Camp Program. The program aims to capture the raw, untapped musical potential of young talent and to instill values that transcend beyond music. AVF will work in conjunction with the HWS/WDD to launch and establish the program to ensure that the participants emerge as well-rounded artists with hands-on training on songwriting, music production, recording, and performance skills within supervisorial district 5. We are pleased to offer these services to Riverside County for a total not to exceed \$148,400 to ensure full implementation and execution of programmatic services as outlined below:

S.O.N.G Program BUDGET	COSTS
Facilities Rent (additional space)	\$37,500
Printing	\$6,000
College/Vocational Scholarship Fund	\$24,000
Electronic Equipment	\$6,200
Outreach/Web Services	\$700
Music Equipment and Supplies	\$74,000
<b>TOTAL</b>	<b>Total \$148,400</b>

Warm Regards,

Andy Vargas  
President & Founder

## NOTICE OF EXEMPTION

Date: August 30, 2024

**Project Name: S.O.N.G. Camp Program**

**Project Number: Minute Traq #25951**

**Project Location: Riverside County (District 5)**

**Description of Project:** The COVID-19 pandemic and the corresponding economic crisis have undermined the health and economic wellbeing of American workers. The American Rescue Plan Act (ARPA) of 2021 provided support to communities that have struggled in the wake of COVID-19. Specifically, ARPA provided \$130 billion in local funding for cities and counties. Of these funds, \$65 billion is allocated for counties based on the county's population. Eligible uses of these funds include, but are not limited to, assistance to small businesses, households, hard-hit industries, and economic recovery. On October 4, 2022 (Minute Order 3.44), the Board of Supervisors approved the second installment allocation of ARPA funding. On June 11, 2024, (Minute Order 3.5) the Board of Supervisors obligated \$148,400 from the 2<sup>nd</sup> installment of ARPA funding to the Department of Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) for the implementation of the S.O.N.G. Camp Program in the fifth supervisorial district.

As a result of the COVID-19 pandemic, school districts across the nation and our county have been impacted economically. Due to necessary budget challenges and adjustments, many schools have had to face the difficult decision of defunding music and arts programs. Because of this, youth have been placed at a disadvantage, missing opportunities in music education and lacking knowledge of viable careers in the music and entertainment industries.

HWS/WDD proposes to partner with The Andy Vargas Foundation (AVF) to provide an opportunity for underserved youth, in District 5 to receive mentorship regarding music creation and viable careers in the entertainment industry. The project will be administered through HWS/WDD in conjunction with District 5 to implement the S.O.N.G Camp Program for underserved youth, specifically high school students ages 14-18, who have a passion for pursuing a career in the music and/or entertainment industries. Once established, the camp program will host 36 students for the 2024-2025 fiscal year. For fiscal year 2025-2026, the camp will host 36 students, resulting in a total of 72 students benefiting from the program.

### **Program Overview**

The proposed camp program aims to harness the raw, untapped musical potential of young talents and to instill values that transcend beyond music. Youth will have the ability to enhance their teamwork skills, resilience, and self-expression. The program will ensure that the participants emerge as well-rounded artists with hands-on training on songwriting, music production, recording, and performance skills. Below is an outline of the benefits of this camp program and its potential contributions to District 5's long term success in creating a pipeline for future music and entertainment industry professionals.

I. Fostering Innovation and Creativity

The structure of the camp program allows for participants to express their musical interests and abilities through songwriting and music production workshops and sessions. Participants will have the opportunity to write their own songs, produce and record their own music, play instruments of their choice, and perform their music live. These sessions, workshops, and performances will encourage participants to explore their talents and inner creativity.

II. Enhanced Technical and Musical Training

The camp program will provide musical instruments, software, and other equipment necessary for students to write, produce, and record their own music. Participants will be given hands-on training on how to utilize music production software and technology. They will also be provided with tools to market themselves as artists and promote their music.

III. Establishing Career Pathways and Pipelines

As part of the program camp goals, participants will receive advanced insight into the music and entertainment industry. They will be exposed to different careers in these industries and be given the appropriate pathways to achieve these careers. A variety of industry professionals, such as producers, mixers, vocal coaches, and artists, will be visiting the camp and providing students with both technical advice and career guidance regarding music and entertainment careers. The visits from industry professionals will also serve as networking opportunities, allowing students to create connections that can lead to future career opportunities.

Additionally, after receiving hands-on experience and music training, program participants will be able to strengthen their resumes and portfolios when applying to educational and job opportunities.

IV. Providing College Scholarships

In addition to hands-on experience and knowledge from industry professionals, the program camp will also provide opportunities for participants to receive two-year college scholarships to music programs. The Andy Vargas Foundation has partnerships with schools such as the Berklee College of Music, the University of Southern California, and the Hollywood School of Music. These college scholarships will facilitate the students' access to higher education and their ability to pursue a career in music.

V. Developing Resilient Leaders

As the camp program focuses on technical development and career exposure, it also aims to provide participants with skills outside of music training. The camp program will help enhance the participants' teamwork abilities and will emphasize resilience and self-expression. Students will emerge from the camp with newfound confidence and leadership skills. These students can put their leadership skills to practice, as they have the opportunity to return as camp mentors once they finish the program.

**S.O.N.G. Camp Program Timeline/ Schedule**

For the fiscal year 2024-2025, the S.O.N.G. Camp Program will include two cohorts of 18 students each: one in the fall and one in the spring. For the fiscal year 2025-2026, the program will continue with two cohorts of 18 students each in the fall and spring. Additionally, each cohort of

students will organize, produce, and host a concert in a location within District 5. Sessions will be held on two weekends per month, including both Saturdays and Sundays.

**Management and Facilitation of Program/ Camp**

The S.O.N.G. Camp Program will be managed and facilitated by the AVF director and staff.

The District 5 Supervisorial Office, and the District 5 community will provide nominations of students for the program. Each group will also help in conducting outreach for the program to District 5 high schools and community organizations.

For the summer and holiday concerts, the District 5 Supervisorial Office will help the AVF coordinate with local concert venues in order to reserve a space for the events.

The proposed S.O.N.G. Camp Program agreement was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project relates to the provision of workforce services and employment and training activities for Riverside County youth, adults, and employers. It can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment and will not lead to any direct or reasonable indirect physical environmental impacts, as they will have purely financial and administrative impacts.

The S.O.N.G. Camp Program is identified as the proposed Project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. No additional direct or indirect physical environmental impacts are anticipated from the implementation of workforce services identified in the WIOA Subgrant Agreement.

**Name of Public Agency Approving Project:** County of Riverside, Housing and Workforce Solutions/Workforce Development Division

**Name of Person or Agency Carrying Out Project:** County of Riverside, Housing and Workforce Solutions/Workforce Development Division

**Exempt Status:** State CEQA Guidelines, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5, Section 15061.

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern, nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the agreement through the partnership between the County and EDD.



**Section 15061 (b) (3) - "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment.

The project relates to the provision of workforce services, employment and training activities for high school youth in Riverside County, and it can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment and will not lead to any direct or reasonable indirect physical environmental impacts, as they will have purely financial and administrative impacts. The workforce activities of the S.O.N.G. Camp Program are services provided by the HWS/WDD through the American Recovery Plan Act (ARPA).

The S.O.N.G. Camp Program services will not result in any direct or indirect physical effects. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Housing and Workforce Solutions/Workforce Development Division hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is required.

Signed: Stephanie Adams  
Stephanie Adams, Deputy Director

Date: 8/30/24

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION TO BILL  
BY JOURNAL VOUCHER**

**Project Name: S.O.N.G. Camp Program**

**Accounting String: 21550-5500400000-537080**

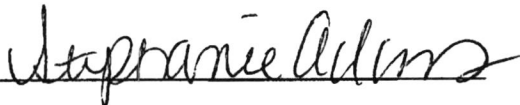
DATE: August 30, 2024

AGENCY: Riverside County Housing and Workforce Solutions/Workforce  
Development Division (HWS/WDD)

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING  
AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Stephanie Adams, Deputy Director, HWS/Workforce  
Development Division

Signature: 

PRESENTED BY: Stephanie Adams, Deputy Director, HWS/Workforce  
Development Division

-TO BE FILLED IN BY COUNTY CLERK- ACCEPTED BY:

DATE: RECEIPT# (S)



Riverside County Workforce Development Centers  
1325 Spruce Street, Suite 110, Riverside, CA 92507

Date: August 30, 2024

To: Office of the County Clerk/Recorder

From: Tamico Thomas (for Stephanie Adams)

**Subject: County of Riverside Housing and Workforce Solutions/Workforce Development Division Project S.O.N.G. Camp Program Year 2024/2026**

The Riverside County's Housing and Workforce Solutions/Workforce Development Division) is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #2570**

**Attention: Tamico Thomas**

**1325 Spruce St. Suite 400, Riverside, CA 92507**

**If you have any questions, please contact Tamico Thomas at (951) 955-3035.**

Attachment

cc: file

■ **web:** [www.rivcoworkforce.com](http://www.rivcoworkforce.com)

■ **phone:** 951-955-3100

■ **fax:** 951-955-3131



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