

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



ITEM: 3.40
(ID # 26547)

MEETING DATE:

Tuesday, December 03, 2024

FROM : HOUSING AND WORKFORCE SOLUTIONS


SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Approve the First Amendment to the Professional Services Agreement with Andy Vargas Foundation, a California nonprofit organization for the implementation of the S.O.N.G. (Sparking Originality in New Generations) Camp Program, for an Additional Amount with an aggregate not to Exceed \$339,600 in funding from the American Rescue Plan Act (ARPA) through December 2026; District 5. [Total cost \$339,600 - 100% American Rescue Plan Act]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve an additional Allocation of \$191,200 from the 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;
2. Authorize the use of \$28,000 of allocated ARPA funds to pay direct County staff related and delivery costs for the S.O.N.G. Camp Program;

Continued on page 2

ACTION:Policy


Heidi Marshall, Director 11/15/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

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

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the First Amendment to Professional Services Agreement between County of Riverside and Andy Vargas Foundation, as approved by Board of Supervisors via Minute Order No. 3.17 on September 17, 2024; for an Additional \$163,200 in American Rescue Plan Act (ARPA) funds not to Exceed a total aggregate of \$311,600, through December 31, 2026, and authorize the Chair of the Board to execute three (3) copies of the same on behalf of the County;

4. Authorize the Purchasing Agent to issue Purchase Order(s) for the S.O.N.G. (Sparking Originality in New Generations) Camp Program for FY 24/25 through FY 25/26, not to exceed a total aggregate amount of \$311,600 that is consistent with First Amendment to Contract ID #WDARC-PSA-0003485; and

5. 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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$169,800	\$169,800	\$339,600	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% ARPA Funds			Budget Adjustment:	No
			For Fiscal Year:	24/25-25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On September 17, 2024 (Minute Order 3.17), the Board of Supervisors approved and authorized the Director of Housing and Workforce Solutions or designee to implement the S.O.N.G. (Sparking Originality in New Generations) Camp Program including authority to execute the Professional Services Agreement that has been approved to form by County Counsel for an aggregate program funding amount of \$148,400.

Riverside County Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) has partnered with Andy Vargas Foundation to implement the S.O.N.G. (Sparking Originality in New Generations) Camp Program per Agreement #WDARC-PSA-0003845 on September 17, 2024, through December 31, 2026. The central objective of the S.O.N.G. (Sparking Originality in New Generations) Camp Program is to empower and harness the raw, untapped musical potential of young underserved high school youth, in District 5 by offering music education and mentorship through a focused six-week program specifically designed to expose these youth to: teamwork skills, resilience, self-expression, and hands-on training on songwriting, music production, recording, performance skills, and to create a career pathway

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into the music industry. An estimated 72 individual youth will benefit from this program throughout District 5. Youth will be provided with a venue, scholarships, transportation, electronic and music equipment and supplies to enable participants to fully participate in program activities.

With Board approval, this item will allow Contactor to hire essential staff for the effective operation of the program and allow HWS/WDD staff to administer the program for FY 24/25 through FY 25/26.

Contract History and Price Reasonableness

On October 4, 2022 (Minute Order 3.44), the Board of Supervisors approved the distribution of the 2nd installment allocation of ARPA funding.

On June 11, 2024 (Minute Order 3.5), the Board of Supervisors obligated \$148,400 from the 2nd 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.

On September 17, 2024 (Minute Order 3.17), the Board of Supervisors approved and authorized the Director of Housing and Workforce Solutions or designee to implement the S.O.N.G. (Sparking Originality in New Generations) Camp Program including authority to execute the Professional Services Agreement that has been approved to form by County Counsel.

Additional Fiscal Information

The proposed full cost of this program for all designated fiscal years is \$339,600. The funding source is strictly ARPA funds.

Budget Summary from additional \$191,200

S.O.N.G Program BUDGET	COSTS
Staffing - Andy Vargas Foundation	\$163,200
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
HWS Administration Fee	\$28,000
	Total \$339,600

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Attachments

- First Amendment to Professional Service Agreement for S.O.N.G. (Sparking Originality in New Generations) Camp Program by and between County of Riverside and Andy Vargas Foundation, Contract ID #WDARC-PSA- 0003485
- Amended Single Source Justification 25-047a
- Amended Quote Letter from Andy Vargas Foundation


Melissa Curtis, Deputy Director of Purchasing and Fleet 11/25/2024


Erianna Lontajo, Principal Management Analyst 11/25/2024


Aaron Gettis, Chief of Deputy County Counsel 11/25/2024



SSJ No.: 25-047

Amendment No.: 1

Date: Friday, November 22, 2024

From: Stephanie Adams, Deputy Director, Riverside County Workforce Development

To: Purchasing Agent

Via: Tamico Thomas, 951-955-3035

Subject: Request for the S.O.N.G. (Sparking Originality in New Generations) Camp Program

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

- Supplier Quote
 Supplier Sole Source Letter
 Draft amendment
 Draft Form 11
 H-11 approved by RCIT/TSOC
 Grant Agreement
 Other: Previously approved SSJ 25-047

- Supplier Name: Andy Vargas Foundation Supplier ID: 0000267215
- Reason or Justification for the Amendment: There were changes to the budget that was previously approved.

S.O.N.G Program BUDGET	Previous Costs	Adjusted Costs
Staffing - Andy Vargas Foundation	\$0	\$163,200
Facilities Rent (additional space)	\$37,500	\$37,500
Printing	\$6,000	\$6,000
College/Vocational Scholarship Fund	\$24,000	\$24,000
Electronic Equipment	\$6,200	\$6,200
Outreach/Web Services	\$700	\$700
Music Equipment and Supplies	\$74,000	\$74,000
Total	\$148,400	\$311,600



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.

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

Purchasing Department Review and Comments: _____

<u>Melissa Curtis</u>	<u>11/22/2024</u>	<u>25-047a</u>
Purchasing Agent Signature	Date	Tracking Number (Reference on Purchasing Documents)



The Andy Vargas Foundation

November 19, 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 \$339,600 to ensure full implementation and execution of programmatic services as outlined below:

S.O.N.G Program BUDGET	COSTS
Staffing-Andy Vargas Foundation	\$163,200
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 \$311,600

Warm Regards,

Andy Vargas
President & Founder

**FIRST AMENDMENT
TO PROFESSIONAL SERVICE AGREEMENT
FOR THE S.ON.G. (SPARKING ORIGINALITY IN NEW GENERATIONS) CAMP PROGRAM
By and Between
COUNTY OF RIVERSIDE
And
ANDY VARGAS FOUNDATION**

This First Amendment to the Professional Service Agreement for S.O.N.G. (Sparking Originality in New Generations) Camp Program is entered into by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Department of Housing and Workforce Solutions/ Workforce Development Division ("County") and Andy Vargas Foundation, a California non-profit corporation, ("Contractor"). Contractor and the County are individually referred to herein as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Board of Supervisors on September 17, 2024, pursuant to Minute Order 3.17 approved the Professional Services Agreement (Agreement) with Andy Vargas Foundation, and approved allocation amount of \$148,400 of Fifth District American Rescue Plan Act Funds (ARPA) to implement the Agreement;

WHEREAS, the COUNTY entered into that certain Professional Service Agreement with Andy Vargas Foundation effective September 17, 2024. Contract ID #WDARC-PSA-0003845, whereby County agreed to provide ARPA funding in the amount of \$148,400 to Contractor;

WHEREAS, the COUNTY issued an advance payment in the amount of \$37,100 to Contractor on October 16, 2024 for initial operating costs;

WHEREAS, the Parties now desire to amend Agreement to increase funding by \$163,200 for a new total amount of ARPA funding in the amount of \$311,600 to allow CONTRACTOR to include essential staff for the effective operation of the program and amend Exhibit A Description and Scope of Services and Exhibit B Program Budget;

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

1. Recitals – The recitals set forth above are true and correct and incorporated herein by this reference.
2. Compensation – Section 3.1 of the Agreement is hereby deleted in its entirety as amended as follows: The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred for the Scope of Services as defined in Amended Exhibit A, pursuant to the Program Budget set forth in Amended Exhibit B. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$311,600 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. Sexual Abuse or Molestation (SAM) Liability. – Section 23.1.E of the Agreement is hereby deleted in its entirety as amended as follows: 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. The Policy shall name the COUNTY as Additional Insured.
4. Exhibit A-Description and Scope of Services. Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the "*Amended Exhibit A Description and Scope of Services*" attached hereto and incorporated by reference.
5. Exhibit B-Program Budget. Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the "*Amended Exhibit B Program Budget*" attached hereto and incorporated by reference.
6. First Amendment to Prevail. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement.

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

7. Entire Understanding. The First Amendment and the Agreement set forth and contain the entire understanding and agreement of the Parties hereto. There are no oral or written representations, understandings, or ancillary covenants, undertakings, or agreements, which are not contained or expressly referred to within this First Amendment and the Agreement.
8. Further Assurances. The Parties agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purposes of this First Amendment.
9. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.
10. USE OF ELECTRONIC SIGNATURES: This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Amendment agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("the Act") Cal. Civ. Code §§ 1633.1-1633.17), for executing this Amendment. The parties further agree that the electronic or digital signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. The Act authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

COUNTY:

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

CONTRACTOR:

ANDY VARGAS FOUNDATION, a California non-profit Corporation

By: 
Chuck Washington
Board of Supervisors, Chair

By: 
Andrew Vargas
Founder and CEO

Dated: 12/03/2024

Dated: 25/11/24

ATTEST:

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

Dated: 12/03/2024

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: 
Paula Salcido
Deputy County Counsel

Dated: 25/11/24

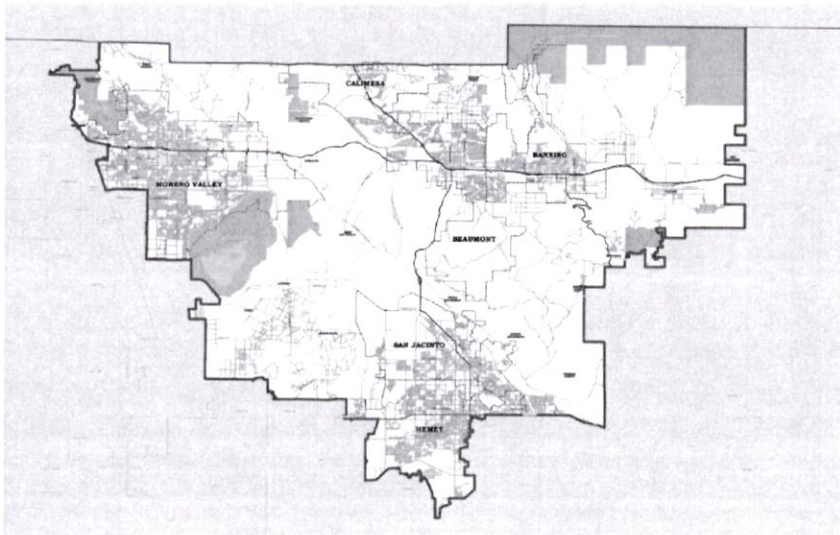
AMENDED EXHIBIT A
Description and Scope of Services

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, transportation, 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.
8. The CONTRACTOR agrees to comply with all safety, legal, and regulatory requirements related to the

transportation of minors. The CONTRACTOR is responsible for providing transportation services for minors and must ensure that all drivers involved have a valid and current driver's license appropriate for the type of vehicle used. Additionally, the CONTRACTOR must ensure that all drivers maintain a clean driving record with no major violations, DUIs, or license suspensions. The CONTRACTOR is also required to maintain valid automobile insurance with coverage that meets or exceeds state requirements for any vehicle used to transport minors. Failure to meet these requirements may result in the suspension or termination of services.

Maps of Services Area

District 5 :



AMENDED EXHIBIT B
Amended 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 Amended Exhibit A, are fully executed within the allotted program compensation amount as defined in Paragraph 3.1 and outlined in Amended Exhibit B, Section II of this agreement.
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 issued CONTRACTOR a one-time twenty-five percent (25%) advance payment of the program budget, in the amount of \$37,100 to begin implementation of program and cover initial expenses as determined by CONTRACTOR. The advance will be recouped from the full amount of each monthly invoice that is submitted. No additional payments will be made until the advance is completely recouped.

II: Budget

S.O.N.G Program BUDGET	COSTS
Staffing – Andy Vargas Foundation	\$163,200
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 \$311,600

Signature:

Email: psalcido@rivco.org