

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



ITEM: 3.22
(ID # 28895)

MEETING DATE:
Tuesday, November 18, 2025

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Ratify and Approve the Second Amendment to the Professional Services Agreement with Andy Vargas Foundation, a California nonprofit organization, for the implementation of the Sparking Originality in New Generations Camp Program; District 5. [Total Cost \$311,600 - 100% American Rescue Plan Act]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Second Amendment ("Amendment") to the Professional Services Agreement ("Agreement") between Housing and Workforce Solutions, Workforce Development Division ("County") and the Andy Vargas Foundation ("Contractor") for the Sparking Originality in New Generations Camp Program ("SONG Program") not to exceed Three Hundred Eleven Thousand Six Hundred Dollars (\$311,600) for performance period effective September 17, 2024, through September 30, 2026;
2. Authorize the Chair of the Board to execute three (3) copies of the Amendment on behalf of the County;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) exercise the options of the Agreement including modification to the scope of services and (b) sign future amendments modifying budget allocations within the Board approved funding amount that stay within the intent of the Agreement;

Continued on page 2

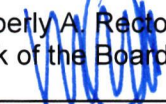
ACTION:Policy


Heidi Marshall, Director 10/8/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: November 18, 2025
xc: HWS/WDD


Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

4. Direct the Purchasing Agent to issue Purchase Order(s) for services rendered and/or invoices received for the SONG Program with Contractor, not to exceed the Board approved funding amount for the term of the Agreement; and
5. Direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the agreements to the County for distribution.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$155,800	\$155,800	\$311,600	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% ARPA Funds			Budget Adjustment: No	
			For Fiscal Year: 25/26-26/27	

C.E.O. Recommendation: Approve

BACKGROUND:

Summary

On September 17, 2024, the Board of Supervisors, pursuant to Minute Order 3.17, approved the Agreement between the County and the Contractor and allocated One Hundred Forty-Eight Thousand Four Hundred Dollars (\$148,400) for the implementation of the Sparking Originality in New Generations Camp Program (SONG) Program. After executing the Agreement on December 3, 2024, the Board of Supervisors, pursuant to Minute Order 3.40, approved the First Amendment to the Agreement ("First Amendment") and allocated an additional One Hundred Ninety-One Thousand Two Hundred Dollars (\$191,200). In total, the Board authorized Three Hundred Thirty-Nine Thousand Six Hundred Dollars (\$339,600), of which the County dedicated Three Hundred Eleven Thousand Six Hundred Dollars (\$311,600) to SONG Program activities under the Agreement and reserved Twenty-Eight Thousand Dollars (\$28,000) for County staff costs to administer the SONG Program.

The central objective of the SONG Program is to empower and harness the raw, untapped musical potential of young, underserved high school youth, in District 5. The Song Program offers music education and mentorship through a focused six (6) week course 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 into the music industry. An estimated seventy-two (72) individual youth will benefit from this SONG Program throughout District 5. Youth will be provided with a venue, scholarships, transportation, electronic and musical equipment, and supplies to encourage them to participate fully in SONG Program activities.

Following the implementation of the First Amendment, the County and the Contractor recognized the need to adjust the previously allocated SONG Program Budget, the scope of work, and the period of performance. This Amendment modifies the Contractor's SONG

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Program Budget by reallocating approximately Thirty-Five Thousand Dollars (\$35,000) from Staffing, Printing, and Music Equipment to the Facility and Outreach categories to better support the program's ongoing operational needs. Additionally, the number of SONG Program scholarship recipients will increase from twelve (12) to twenty-four (24). In addition, the Amendment will adjust the SONG Program's end date from December 31, 2026, to September 30, 2026, to better align with the projected completion timelines of both the Contractor and the County, while ensuring continued provision of essential resources for youth in District 5.

With Board approval, this item will allow the Contractor to continue SONG Program operations and allow County staff to administer the SONG Program through September 30, 2026.

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 American Rescue Plan Act (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 HWS/WDD for the implementation of the SONG Program in the fifth supervisorial district.

On September 17, 2024 (Minute Order 3.17), the Board of Supervisors approved the SONG Program. It authorized the Director of Housing and Workforce Solutions, or designee, to implement the Program and execute the Agreement, which County Counsel approved as to form, for a total aggregate amount not to exceed \$148,400.

On December 3, 2024, (Minute Order 3.40), the Board of Supervisors approved and authorized an additional allocation of \$191,200 of ARPA funding, of which \$28,000 was allocated to pay County staff for related delivery costs of the Program. The Board of Supervisors executed the First Amendment to the Agreement on behalf of the County for a total aggregate amount not to exceed \$311,600.

Additional Fiscal Information

The previously approved SONG Program cost of Three Hundred Thirty-Nine Thousand Six Hundred Dollars (\$339,600) by the Board of Supervisors will remain unchanged by this Amendment. This Amendment solely modifies the SONG Program Budget for the Three Hundred Eleven Thousand Six Hundred Dollars (\$311,600) previously allocated to the Contractor. The remaining Twenty-Eight Thousand Dollars (\$28,000) will be retained by the County for County Administration. The funding source is strictly ARPA funds.

SONG Program Budget	Cost
Staffing	\$146,200
Facilities	\$66,500
Printing	\$4,000
College/Vocational Scholarship Fund	\$24,000
Electronic Equipment	\$6,200

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Outreach/Web Services	\$6,700
Music Equipment and Supplies	\$58,000
Total to Contractor	\$311,600
County Administration Fee	\$28,000
Total SONG Program Costs	\$339,600

Attachments

- Second Amendment to Professional Service Agreement for Sparking Originality in New Generations Camp Program

Melissa Curtis

Melissa Curtis, Deputy Director of Purchasing and Fleet

10/10/2025

Stacey Pena

Stacey Pena, EO Management Analyst

10/20/2025

Aaron Gettis

Aaron Gettis, Chief of Deputy County Counsel

10/15/2025

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
FOR THE SPARKING ORIGINALITY IN NEW GENERATIONS CAMP PROGRAM**

This Second Amendment to the Professional Services Agreement for the Sparking Originality in New Generations Camp Program (“SONG Program”) is entered into by and between County of Riverside, a political subdivision of the State of California, by and through its Housing and Workforce Solutions, Workforce Development Division (“County”) and the 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, on September 17, 2024, the Board of Supervisors, pursuant to Minute Order 3.17, approved a Professional Services Agreement (“Agreement”) with the Contractor and authorized the allocation of One Hundred Forty-Eight Thousand Four Hundred Dollars (\$148,400) from Fifth District American Rescue Plan Act (“ARPA”) funding to implement the Agreement;

WHEREAS, the County entered into that certain Agreement with Contractor effective September 17, 2024. Contract ID #WDARC-PSA-0003845, whereby County agreed to provide ARPA funding in the amount of One Hundred Forty-Eight Thousand Four Hundred Dollars (\$148,400) to Contractor;

WHEREAS, on December 03, 2024, the Board of Supervisors, pursuant to Minute Order 3.40, approved the First Amendment to the Agreement (“First Amendment”) with Contractor, and approved allocation of an One Hundred Ninety-One Thousand Two Hundred Dollars (\$191,200) of ARPA funding to implement the Agreement for the new aggregate amount not to exceed Three Hundred Eleven Thousand Six Hundred (\$311,600);

WHEREAS, pursuant to the execution of the First Amendment, the Parties determined that the scope of services and budgeted line items of previously allocated funds would require modification in order to support the continued implementation of the Agreement;

WHEREAS, the Parties now desire to amend the Agreement to modify Exhibit A - Description and Scope of Services and Exhibit B - Program Budget to modify allocations in budget table, in order to allow for County and Contractor staff to effectively administer the Agreement without change to total budget amount of Three Hundred Eleven Thousand Six Hundred Dollars (\$311,600).

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. 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 Scope of Services” attached hereto and incorporated by reference.
3. 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.
4. Second Amendment to Prevail: The provisions of this Second Amendment shall prevail over any inconsistency or conflicting provisions of the First Amendment or the Agreement and shall supplement the remaining provisions thereof.
5. Effective Date: This Second Amendment to the Agreement shall be effective commencing September 17, 2024 through December 31, 2026 but is not binding upon the Parties until fully executed.
6. Entire Understanding: The Second Amendment, 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 Second Amendment, First Amendment, and the Agreement.
7. 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 Second Amendment.
8. Agreement in Full Force and Effect: Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

9. 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 (“CUETA”) Cal. Civ. Code §§ 1633.1 to 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. 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. 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.

[SIGNATURES ON FOLLOWING PAGE]

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


COUNTY

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

By: 
V. MANUEL PEREZ
Board of Supervisors, Chair

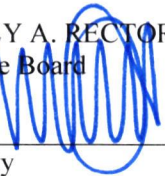
Dated: NOV 18 2025

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: 
PAULA S. SALCIDO
Deputy County Counsel

Dated: 9-24-2025

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

By: 
Deputy

Dated: NOV 18 2025

CONTRACTOR

ANDY VARGAS FOUNDATION,
a California non-profit Corporation

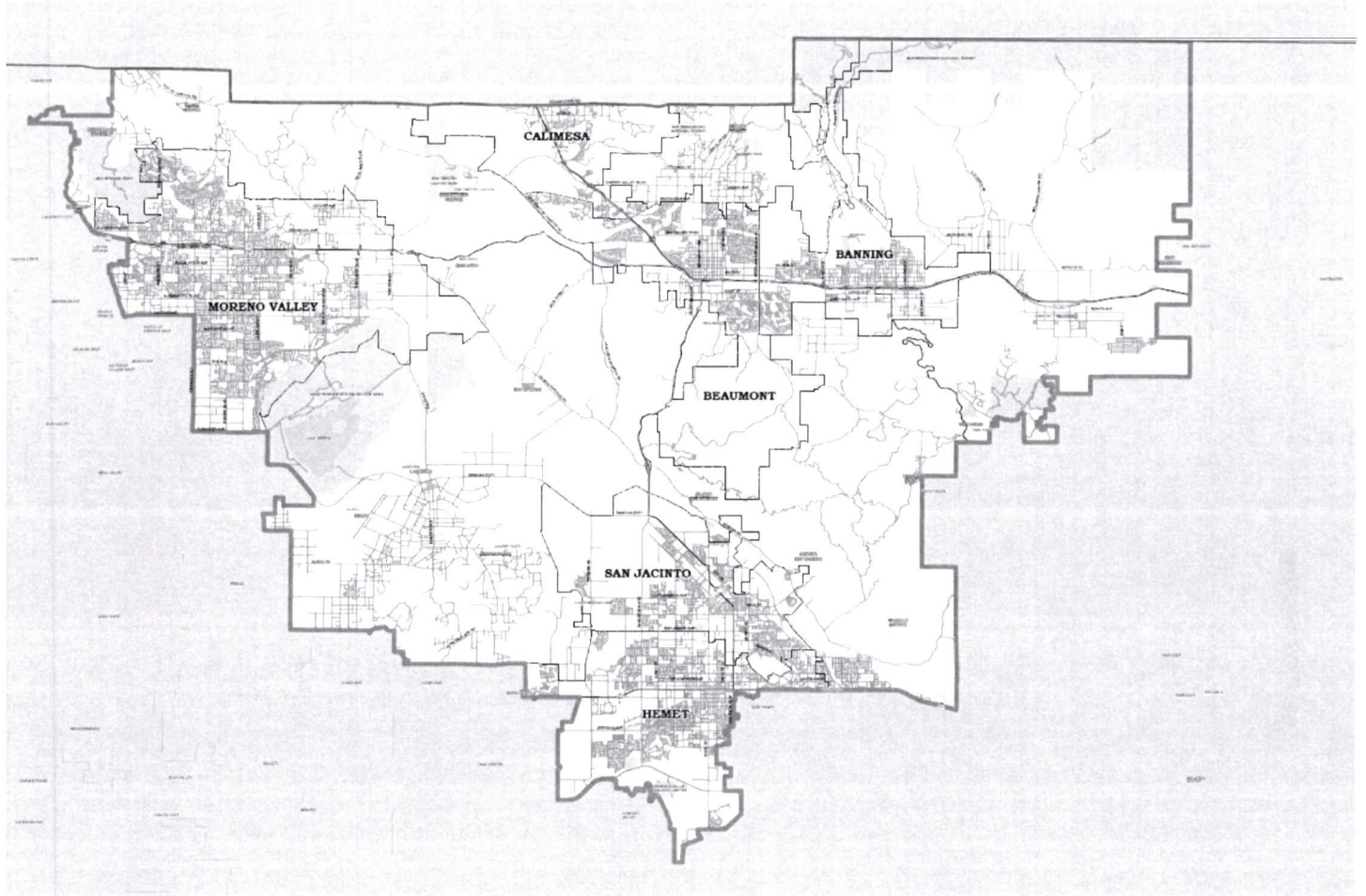
Andrew Vargas
By: _____
ANDREW VARGAS
Founder and Chief Executive Officer

Dated: 09/23/2025

AMENDED EXHIBIT A
Scope of Services

1. CONTRACTOR must conduct eligibility and suitability assessment of individual youth recruited for the SONG Program to ensure they meet the following criteria:
 - a. In school High School youth between the ages of fourteen-eighteen (14-18).
 - b. Reside within Riverside County Supervisorial District 5 of the County of Riverside including the cities of Moreno Valley, Hemet, San Jacinto, Calimesa, Beaumont, and Banning, and as shown below in *Map of Service Area*.
2. CONTRACTOR must use all reasonable endeavors to conduct outreach, recruit, and identify a minimum of seventy-two (72) eligible youth for the SONG Program within the period of performance from September 17, 2024, through December 31, 2026.
3. CONTRACTOR agrees to provide outreach, recruitment, hands on songwriting, music production, recording, performance skills from industry experts, and other services necessary to eligible youth for the SONG Program.
4. 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 eligible youth enrolled in the SONG Program.
5. CONTRACTOR is responsible for providing a venue, outreach, scholarships, electronic and music equipment and supplies to eligible youth to fully participate in SONG Program activities.
6. CONTRACTOR is responsible for awarding a total of twenty-four (24) one-thousand-dollar (\$1,000) scholarships to eligible youth during the period of performance. These scholarships are for eligible youth who have completed the six (6) week course of the SONG Program.
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 COUNTY 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.

Map of Service Area



**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 Amended Exhibit B, Section 8 below.
3. CONTRACTOR understands that COUNTY can submit requests for additional supporting information for invoices with formal notice given to CONTRACTOR of at least ten (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 8 below.
5. CONTRACTOR understands that budgeting and expenditure of program funds must be conducted on a timely basis at least one (1) month prior to SONG Program completion unless formal notice of an extension is presented by the COUNTY.
6. CONTRACTOR understands that COUNTY can make additional requests of information necessary for SONG Program implementation with formal notice given to CONTRACTOR of at least ten (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 Thirty-Seven Thousand One Hundred Dollars (\$37,100) to begin implementation of the SONG 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.
- 8.

SONG Program Budget	Cost
Staffing	\$146,200
Facilities	\$66,500
Printing	\$4,000
College/Vocational Scholarship Fund	\$24,000
Electronic Equipment	\$6,200
Outreach/Web Services	\$6,700
Music Equipment and Supplies	\$58,000
Total	\$311,600







Song 2nd Amendment PF

Final Audit Report

2025-09-23

Created:	2025-09-23
By:	Jorge Cardenas Ramirez (JCRamirez@RIVCO.Org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPJZHR7Y6qHtxfJx31Ttys8AewD70Au-

"Song 2nd Amendment PF" History

-  Document created by Jorge Cardenas Ramirez (JCRamirez@RIVCO.Org)
2025-09-23 - 8:31:06 PM GMT - IP address: 158.61.6.1
-  Document emailed to andy@andyvargasfoundation.org for signature
2025-09-23 - 8:34:06 PM GMT
-  Email viewed by andy@andyvargasfoundation.org
2025-09-23 - 9:11:55 PM GMT - IP address: 136.179.21.68
-  Signer andy@andyvargasfoundation.org entered name at signing as Andrew Vargas
2025-09-23 - 9:12:48 PM GMT - IP address: 136.179.21.68
-  Document e-signed by Andrew Vargas (andy@andyvargasfoundation.org)
Signature Date: 2025-09-23 - 9:12:50 PM GMT - Time Source: server- IP address: 136.179.21.68
-  Agreement completed.
2025-09-23 - 9:12:50 PM GMT