

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



ITEM: 3.3
(ID # 20632)

MEETING DATE:

Tuesday, November 29, 2022

FROM : BOS DISTRICT 3:

SUBJECT: BOS DISTRICT 3: Approval of the Third District Unincorporated Communities Initiative Funding Agreement Between the County of Riverside and Temecula Valley Rural Lifestyles Inc. for the Anza/De Portola Rd Multi-Use Trail Project, District 3. [\$136,650 Total Cost – 100% Unincorporated Communities Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Funding Agreement between the County of Riverside and Temecula Valley Rural Lifestyles Inc.; and,
2. Authorize the Chairman to execute the Funding Agreement on behalf of the County.

ACTION:



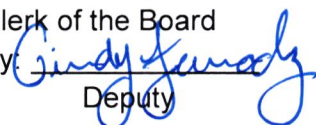
Supervisor Chuck Washington, Supervisor 3rd District 11/23/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 29, 2022
xc: District 3

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 136,650	\$ 0	\$ 136,650	\$ 0
NET COUNTY COST	\$ 136,650	\$ 0	\$ 136,650	\$ 0
SOURCE OF FUNDS: 100% Unincorporated Communities Fund			Budget Adjustment:	No
			For Fiscal Year:	22/23

BACKGROUND:

Summary

On November 17, 2020, the Riverside County Board of Supervisors (Board) directed the Executive Office to implement an Unincorporated Communities Initiative (UCI). The UCI is a focused, ongoing, and coordinated effort to improve the infrastructure and services provided to the residents of unincorporated communities, with emphasis on Disadvantaged Unincorporated Communities (DUCs). The program is funded through the Unincorporated Communities Fund (UCF). The UCF receives authorized General Fund/Net County Cost (NCC) monies from the County during the annual budget and quarterly budget revision process.

On December 15, 2020, the Executive Office presented a proposed framework for planning and implementation of the UCI. With the support of the Board, the Executive Office established a team of staff and department heads to facilitate the UCI program. Through March 31, 2021, the Executive Office team held 15 community meetings and conducted online surveys to better understand community needs for services, infrastructure, and infrastructure maintenance. On May 25, 2021, the UCI Team presented the needs assessment to the Board.

On June 21, 2022, the Board adopted the FY22/23 Budget, which included the allocation of \$10,000,000 to the Unincorporated Communities Fund. The \$10,000,000 was to be divided evenly between the five Supervisorial Districts for each Supervisor’s use within their unincorporated communities.

On August 30, 2022, Board agenda item 3.4 approved the allocation of Third District Unincorporated Communities Initiative funding in the amount of \$136,650 to Temecula Valley Rural Lifestyles Inc. for the Anza/De Portola Multi-Use Trail project.

The referenced Funding Agreement will provide the approved project funding to Temecula Valley Rural Lifestyles Inc.

IMPACTS TO RESIDENTS AND BUSINESS:

Temecula Valley Rural Lifestyle is a local non-profit that works with individuals with disabilities incorporating the equestrian lifestyle as a form of therapy. The organization is proposing to

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partner with the County of Riverside to enhance approximately 7,140 feet of multi-use trail in Temecula Valley Wine Country. This improvement will increase safety along the trail for all users, including the equestrian community. This project will educate the community on the importance of having safe outdoor recreational areas like trails that promote a healthy lifestyle.

The long-term goal of the Unincorporated Communities initiative is to ultimately improve infrastructure and services to all of our unincorporated communities. This is a first step to meeting that commitment.



Aaron Gettis, Deputy County Counsel 11/17/2022

FUNDING AGREEMENT

BETWEEN THE COUNTY OF RIVERSIDE and
TEMECULA VALLEY RURAL LIFESTYLES. INC.

TEMECULA VALLEY RURAL LIFESTYLES, INC. a 501(c)(3) organization, (herein referred to as "RECIPIENT"), and THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), hereby enter into this Funding Agreement ("Agreement") and agree as follows:

RECITALS

A. WHEREAS RECIPIENT commits to install approximately 14,000 feet of fencing to delineate a multi-use trail along Anza Rd/De Portola Rd to Shiraz Way and from Anza Rd/De Portola Rd to Hwy 79 South; and

B. WHEREAS all upgrades and materials are hereinafter called "IMPROVEMENTS"; and

C. WHEREAS County wishes to support proposed IMPROVEMENTS by providing a financial contribution herein after called "TOTAL CONTRIBUTION" toward IMPROVEMENTS and accepting maintenance responsibilities for IMPROVEMENTS in perpetuity; and

D. WHEREAS the purpose of this Agreement is to memorialize the mutual understandings by and between RECIPIENT and COUNTY with respect to the construction, ownership, and maintenance of IMPROVEMENTS and the payment of TOTAL CONTRIBUTION.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I

RECIPIENT shall:

1. Submit any applicable purchase orders to COUNTY for costs of IMPROVEMENTS.
2. Purchase materials and construct, or cause to be constructed IMPROVEMENTS.
3. Within 10 days of material receipt, RECIPIENT will provide Proof of delivery of the equipment and materials required for project.

SECTION II

COUNTY shall:

1. Secure approval of all necessary rights of way, rights of entry and temporary construction easements, stake location of fencing and provide grading per county specifications, as necessary to construct IMPROVEMENTS.
2. Grant access to rights of way and easements to RECIPIENT for purposes of construction of IMPROVEMENTS.
3. Within forty-five (45) days of receipt of RECIPIENT's appropriate purchase orders, make payment to RECIPIENT.
4. COUNTY will perform pre-installation grading to county specifications, stake the location of the IMPROVEMENTS and provide all necessary inspections, permits, and rights of entry for IMPROVEMENTS in the public right of way at no fee.

SECTION III

It is further mutually agreed:

1. Notwithstanding any other provisions herein this agreement, TOTAL CONTRIBUTION shall not exceed a total sum of one hundred thirty-six thousand six hundred fifty (\$136,650.00) dollars and shall be used by RECIPIENT solely for the purpose of IMPROVEMENTS as set forth herein.

2. RECIPIENT will have one (1) year from the execution of this agreement to claim TOTAL CONTRIBUTION, however this period may be extended by mutual agreement of the parties. RECIPIENT forfeits the remaining available balance of the TOTAL CONTRIBUTION in the event that RECIPIENT does not claim the full amount within the one (1) year.

3. In the event RECIPIENT does not utilize funding for construction of the approved IMPROVEMENTS or fails to provide proof of use of funding for such construction, RECIPIENT shall reimburse COUNTY for any and all funds distributed by COUNTY.

4. To the extent require by any Federal grant programs applicable to expected funding or reimbursement expenses incurred in connection with the services under this Agreement, RECIPIENT agrees to comply with the Davis-Bacon Act (40 §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

A. The RECIPIENT shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of the Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. Additionally, wages are required to be paid not less than once a week.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis-Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Riverside." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

The Federal minimum wage rates for this project are predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the

general prevailing wage rates determined by the Director of the California DIR for similar classifications of labor, the RECIPIENT shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the RECIPIENT, the RECIPIENT shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

5. RECIPIENT shall indemnify, defend, save and hold harmless COUNTY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to RECIPIENT's (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) actual or alleged acts or omissions related to the use of COUNTY funds for construction of the IMPROVEMENTS contemplated under this Agreement including, but not limited to (a) property damage; (b) bodily injury or death; (c) payment of attorney fees; or (d) any other element of any kind or nature whatsoever arising from RECIPIENT's actual or alleged acts or omissions during construction of the IMPROVEMENTS. This section shall survive any termination of this agreement until the statute of limitations period has run for any claims that could be asserted under this agreement.

6. If any provision of 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.

7. This Agreement is to be construed in accordance with the laws of the State of California. Neither RECIPIENT nor COUNTY shall assign this Agreement without the written consent of the other party.

8. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

9. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses: RIVERSIDE COUNTY OFFICE
OF TEMECULA VALLEY RURAL LIFESTYLES, INC.

ECONOMIC DEVELOPMENT

43980 Mahlon Vail Cir, #3002

3403 10TH St, #400

Temecula, CA 92592

Riverside, CA 92501

Attn: Gil Pankonin

Attn: Mike Franklin

10. This Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by COUNTY shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against COUNTY because COUNTY prepared this Agreement in its final form.

11. Any waiver by COUNTY or RECIPIENT of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or RECIPIENT to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof or estopping COUNTY or RECIPIENT from enforcing this Agreement.

12. The obligations of COUNTY are limited by and contingent upon the availability of COUNTY funds for COUNTY's financial contribution towards IMPROVEMENTS as set forth herein. In the event that such funds are not forth coming for any reason, COUNTY shall immediately notify RECIPIENT in writing. AGREEMENT shall be deemed terminated and have no further force and effect immediately upon receipt of COUNTY's notification by RECIPIENT.

13. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

14. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

15. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this.

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IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement on

November 29, 2022.

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

TEMECULA VALLEY

RURAL LIFESTYLES, INC.

By: Jeff Hewitt

By: Gil Pankonin

Jeff Hewitt

Gil Pankonin

Chair, Board of Supervisors

President

APPROVED AS TO FORM:

MINH TRAN

County Counsel

By: Steph Nelson

Stephanie Nelson

Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By: Michelle Smith

DEPUTY

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