

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



**ITEM: 3.9
(ID # 24702)**

MEETING DATE:
Tuesday, August 27, 2024

FROM : EXECUTIVE OFFICE

SUBJECT: EXECUTIVE OFFICE: Approve and Execute the Project Funding Agreement Between the County of Riverside and the Nuview Union School District for Delivery of the Nuview Bridge Early College High School Football Stadium Project, through Fiscal Year 25/26, and Approve and Execute the Facility Joint Use Agreement Between the Same. District 5. [\$2,500,000 Total Cost - 100% ARPA Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Infrastructure Project Funding Agreement Between the County of Riverside and the Nuview Union School District for Delivery of the Nuview Bridge Early College High School Football Stadium Project, for a Total Cost of \$2,500,000, through Fiscal Year 25/26;
2. Approve the Facility Joint Use Agreement Between the County of Riverside and the Nuview Union School District;
3. Authorize the Chair of the Board of Supervisors to Execute Both Agreements on Behalf of the County; and
4. Direct the Executive Officer, or Designee, to take all Necessary Steps to Approve, Sign and Execute any Future Non-Substantive Amendments within the Agreements that do not Increase Costs to the County and do not Materially Change the Scope of Services, Subject to Approval as to Form by County Counsel.

ACTION:Policy

Juan C. Perez, Chief Operating Officer

8/19/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 27, 2024
xc: E.O.

Kimberly A. Rector
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,500,000	\$ 0	\$ 2,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% District 5 ARPA			Budget Adjustment: N/A	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 11, 2021, President Biden signed into law a \$1.9 trillion economic stimulus bill also known as the COVID-19 Stimulus Package or the American Rescue Plan Act (ARPA). The intent of the bill is to accelerate the United States recovery from the economic and health impacts of the COVID-19 pandemic. ARPA includes \$362 billion in Coronavirus State and Local Fiscal Recovery Funds (ARPA Fiscal Recovery Funds) for eligible state, local, territorial, and tribal governments.

Riverside County's share of the American Rescue Plan funding is estimated to be \$479 million, of which the first installment of \$239,937,299 was received on May 10, 2021, and the second installment in the same amount was received on June 6, 2022. The funds must be obligated by December 31, 2024, and expended by December 31, 2026.

On April 27, 2021, the Executive Office presented the Board of Supervisors with a preliminary ARPA funding allocation and on October 19, 2021, presented a revised funding allocation after the U.S. Treasury released the ARPA interim funding guidelines. The revised allocation included a new category for Child Care. The funding allocation obligates funds to 7 categories: Infrastructure, Housing & Homelessness, Economic Recovery, County Departments Response, Non-Profit Assistance, Child Care and Revenue Backfill.

On October 4, 2022, the Board of Supervisors approved the ARPA 2nd installment funding allocation which allocated \$33 million per district to be obligated towards infrastructure, housing and homelessness, workforce development, neighborhood revitalization, business revitalization, childcare facilities, and non-profits.

On December 12, 2023 (Agenda Item 3.70), the County Board of Supervisors approved allocation of a total of \$2.5 million in ARPA funds toward the Nuview School District Turf Field and Track Project (Project), at the recommendation of the County's 5th District. The attached proposed Project Funding Agreement between the County of Riverside and the Nuview Union School District (District) addresses a Project which has been determined by the County Executive Office to be compliant with ARPA funding objectives and US Treasury eligibility criteria. The District will administer, construct, and maintain the Project utilizing a combination of District funding and proposed ARPA funding. As set forth in the attached proposed Project

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STATE OF CALIFORNIA**

Funding Agreement, the District will award a contract for Project construction by September 12, 2024, and the Project will be completed before December of 2026:

Nuview Bridge Early College High School Football Stadium Project – This \$4.5 million Project will highlight an enhanced focus on opportunities for community joint use of the football stadium located at Nuview Bridge Early College High School, 30401 Reservoir Avenue, in Nuevo. Football stadium improvements will include 100% conversion of natural grass on the football/soccer green fields to fully recyclable green fields/synthetic turf system, conversion of the existing cinder running track to an all-weather synthetic surface running track, construction of team benches, entryway to the field, and landscaping and drainage improvements. The attached proposed Project Funding Agreement reflects a Board approved contribution of \$2.5 million from the 5th District ARPA 2nd installment to the District for Project delivery.

The attached proposed Project Funding Agreement is accompanied by a Facility Joint Use Agreement, which will allow for recreational use of the Project by the community, and for County events, over the life of the Project.

Impact on Residents and Businesses

The unincorporated community of Nuevo is a disadvantaged community in need of additional investment, and recreational public use spaces to enhance quality of life and promote public health and wellness. The attached Project Funding Agreement and Facility Joint Use Agreement will allow for construction of a modern field and track for school use, and community recreational access during times that do not conflict with school usage.

ATTACHMENTS:

- Attachment A - Project Funding Agreement Between the County of Riverside and the Nuview Union School District
- Attachment B – Facility Joint Use Agreement Between the County of Riverside and the Nuview Union School District


Scott Bruckner 8/16/2024


Stephanie Perini, Deputy Director of Admin. Services 8/19/2024


Aaron Gettis, Chief of Deputy County Counsel 8/5/2024

**FUNDING AGREEMENT FOR NUVIEW BRIDGE EARLY COLLEGE HIGH SCHOOL
FOOTBALL STADIUM PROJECT**

This Funding Agreement (“Agreement”) is entered into by and between the County of Riverside, a political subdivision of the State of California (“County”), and the Nuview Union School District (“Subrecipient”). County and Subrecipient are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law, amending Section 9901 of Title VI of the Social Security Act which establishes the Coronavirus State and Local Fiscal Recovery Funds (“Fiscal Recovery Funds”) to provide state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery; and

WHEREAS, to respond to the negative effects of the pandemic, which in turn affect our community as a whole, on October 4, 2022, by Minute Order 3.44, the Board of Supervisors of the County of Riverside approved the distribution framework of the second allocation of ARPA funds to support eligible ARPA efforts within Riverside County, including, but not limited to: infrastructure (water, sewer, broadband), housing and homelessness, business revitalization, neighborhood revitalization, childcare facilities, and non-profits; and

WHEREAS, on January 6, 2022, the U.S. Department of the Treasury (“U.S. Treasury”) adopted a final rule implementing the Fiscal Recovery Funds which took effect on April 1, 2022 (“Final Rule”); and

WHEREAS, the County desires to reimburse and the Subrecipient desires to accept ARPA Fiscal Recovery Funds in a total amount not to exceed \$2,500,000, for expenditures identified in Attachment A related to the Nuview Bridge Early College High School Football Stadium Project (“Project”); and

NOW THEREFORE, in consideration of the mutual benefits, covenants, terms and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
2. Contract Documents. This Agreement consists of this Agreement and the following attachments, attached hereto and by this reference incorporated herein:
 - 2.1 Attachment A – Project Scope
 - 2.2 Attachment B – U.S. Treasury ARPA Fiscal Recovery Funds Final Rule
 - 2.3 Attachment C – Uniform Administrative Requirements, Cost Principles, Federal Provisions and Audit Requirements for Federal Awards -2 CFR Part 200 et seq
 - 2.4 Attachment D – Indemnification and Insurance Requirements
 - 2.5 Attachment E – Project Monitoring Requirements

2.6 Attachment F – Construction Requirements

3. Project; Scope of Work. Subrecipient shall be responsible for completion of all activities associated with Project design, implementation, installation, and construction, as described in **Attachment A**, on or before December 31, 2026, by first using funds received from the County in the amount provided in Section 4 of this Agreement. The Subrecipient shall also furnish timely reporting and documentation assuring Subrecipient's compliance with the U.S. Treasury ARPA Guidelines (as stated in the Final Rule of the U.S. Department of the Treasury published in the Federal Register on January 27, 2022), and within the timelines and specifications provided in **Attachment E**. Under the provisions of the Agreement, the County shall bear no responsibility for the Project, including without limitation any activities associated with implementation, installation and construction, or any future operation or maintenance of the Project.

3.1 Project Signage. Subrecipient shall include appropriate acknowledgement of credit to the County for its support when promoting the Project or using any data and/or information developed under this Agreement. Signage shall be posted in a prominent location at the Project site and shall include the U.S. Department of Treasury's, and the County's color logos, along with the following disclosure statement: "Funding for this project has been provided in full or in part from the American Rescue Plan Act, and through an agreement with the County of Riverside." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

4. Funding.

4.1 County shall provide funding to Subrecipient in a total amount not to exceed \$2,500,000 ("Award"), in quarterly payments in accordance with progress pay estimates submittals, and in compliance with ARPA Guidelines as set forth in **Attachment B**, attached hereto and by this reference incorporated herein, for the completion of the Project. In the event that there is a conflict in the terms for payment in this Agreement and the terms in Attachments B and C, the terms in Attachments B and C shall take precedence. Subrecipient shall provide other non-federal funding at least equal to the amounts shown in **Attachment A**, attached hereto and by this reference incorporated herein, as a match to the funds provided by the County for the Project.

4.2 Except as expressly provided in **Attachment A** of this Agreement, Subrecipient shall not be entitled to, nor receive from County any additional funding or other type of remuneration for services rendered under this Agreement. The Award amount described in this Section is specifically for the Project and makes up the entire amount which the County has approved to fund the Project. Subrecipient shall not be entitled by virtue of this Agreement to consideration in excess of the specified project Award amount, and Subrecipient shall be responsible for any and all costs incurred above the Award amount for its implementation and completion of the Project. Any subsequent amendments to the Project's scope or description are not covered by this Agreement, and the funding for any such amendments or for any Project cost overruns shall be the sole responsibility of Subrecipient, unless otherwise approved in writing by the County.

4.3 Should it be determined at any time by the Subrecipient or the County that the Subrecipient cannot achieve Project schedule milestones within the timelines specified in **Attachment A**, or will not or is unable to complete the Project subject to this Agreement in accordance with the applicable State and Federal requirements and the provisions of this Agreement on or before December 31, 2026, then the subrecipient shall return 100% of the Award amount reimbursed to Subrecipient for the Project as of the date of notification to the County, within thirty (30) days of notification.

4.4 In the event the actual cost for the Project is less than Award, Subrecipient shall refund the difference to County within thirty (30) days of receipt of Certificate of Occupancy for the Project, or by June 30, 2026, whichever occurs first. Subrecipient shall return any reimbursed Award Funds

that have not been expended or are not adequately supported by invoices and documentation to the County, within thirty (30) days of completion of the Project, or upon request by the County, whichever occurs first.

5. Invoicing and Billing

5.1 Invoices.

5.1.1 Invoices shall be submitted via e-mail to RIVCOARPA@RIVCO.ORG. The final invoice from the Subrecipient will be submitted with enough time for the County to reimburse the Subrecipient prior to December 31, 2026, per the final rule of ARPA.

5.1.2 Supporting documentation shall accompany each invoice: copies of paid receipts and invoices of all Subrecipient Project costs incurred by Subrecipient.

5.1.3 To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:

5.1.3.1 County Executive Office staff shall notify Subrecipient to obtain necessary additional documentation or clarification.

5.1.3.2 Subrecipient shall respond within three (3) business days with required additional documentation or clarification to avoid disallowances/partial payment of invoice.

5.1.3.3 All invoices containing expenses that need additional documentation or clarification not provided to County within three (3) business days of request shall have those expenses disallowed and only the allowed expenses shall be paid.

5.1.3.4 Subrecipient may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

5.2 Payments

5.2.1 If the conditions set forth in this Agreement are met, County shall pay, on/or before the thirtieth (30th) day after receipt of a complete and accurate invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed and/or proper backup documentation is provided.

5.2.2 County shall not pay for unauthorized costs incurred by Subrecipient or for the claimed work which County monitoring shows have not been provided as authorized.

5.2.3 County retains the right to withhold payment on disputed claims.

6. Term. The Term of this Agreement shall be from the date of approval of this Agreement until receipt of Certificate of Occupancy for the Project, or on December 31, 2026, whichever is sooner, unless sooner terminated as provided herein.

7. Subrecipient Compliance Obligations. The Subrecipient agrees to comply with the terms and conditions of this Agreement. The Subrecipient also agrees to apply the terms and conditions of this Agreement to all of its subcontractors (if applicable) and to require their strict compliance therewith.

If it is determined that the Subrecipient is noncompliant, County may temporarily withhold or disallow reimbursement of costs, under 2 C.F.R. Part 200, as supplemented by 2 C.F.R. Part 910.

7.1 Federal Provisions. Subrecipient and all of its subcontractors shall comply with the Uniform Administrative Requirements, Cost Principles, Federal Provisions and Audit Requirements for Federal Awards Provisions contained in **Attachment C**

8. Contract Representatives.

8.1 County Representative. The County Executive Officer, or designee, shall be the designated representative who shall administer this Agreement on behalf of the County.

8.2 Subrecipient Representative. The District Superintendent, or designee, shall be the designated representative who shall administer this Agreement on behalf of the Subrecipient.

8.3 The Contract Representatives may be contacted as described in Section 11, below.

9. Records and Audit.

9.1 Subrecipient shall store and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof. Any authorized representative of County shall have access to any writings as defined above for the purposes of making a report, audit, evaluation, or examination. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

9.2 If it is determined pursuant to an audit that any funds provided pursuant to this Agreement have been improperly expended, Subrecipient shall, at the direction of the agency performing the audit, reimburse the County within thirty (30) days the full amount of such improperly expended funds. The funds shall be reimbursed in accordance with the recommendations in the audit.

10. Monitoring of Contract Compliance and Progress Reports.

10.1 Contract Compliance. The Subrecipient shall comply with the monitoring arrangements set forth in **Project Monitoring Requirements**, and **Construction Requirements**, attached as **Attachments E** and **F**, respectively.

10.2 Project Progress Reports and Progress Pay Estimates. Subrecipient shall, as specified herein, provide quarterly reports detailing the Project's progress, including a financial status report and milestone progress report as described in **Attachment E**.

11. Notices. As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or registered, postage prepaid, to each and all of the addresses set forth below.

If to County:

Riverside County Executive Office
Attention: Stephanie Persi and Scott Bruckner
4080 Lemon Street, 4th Floor,
Riverside, CA. 92501

If to Subrecipient:

Nuvview Union School District
Attention: John Huber
29780 Lakeview Ave.
Nuevo, CA 92567

12. Conflicts of Interest. Subrecipient covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement. In the event federal funds are used, in whole or in part, for this Project, Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2. C.F.R. section 200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through Recipient, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2. C.F.R. section 200.12.

13. Nondiscrimination. During any period in which Subrecipient is in receipt of funds from County, Subrecipient and its Board, officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Subrecipient and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; Title VI of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations, and Riverside County's non-discrimination policy.

Subrecipient shall include the non-discrimination and compliance provisions of this Section in all subcontracts to perform work under or as a derivative of this Agreement.

14. Indemnification. The Subrecipient shall be bound by the indemnification, hold harmless and defend provisions contained in **Attachment D**.

15. Insurance. Subrecipient shall obtain, and maintain, or caused to be obtained and maintained, at all times during the Term of this Agreement, insurance coverage in the amounts and coverage specified in **Attachment D**.

16. Termination. The County may terminate this agreement upon a determination that Subrecipient will not be able to achieve Project schedule milestones within the timelines specified in **Attachment A**, or is not complying with ARPA terms and conditions. The County may withhold additional planned distributions of funding to Subrecipient pending receipt of requisite reporting requirements by Subrecipient to the County as described herein.

17. Compliance with Laws. The Subrecipient is required to comply with all applicable federal, state and local laws and regulations for all work performed or funded by and through this Agreement. The Subrecipient is required to obtain all necessary federal, state and local permits, authorizations and approvals for all work performed under this Agreement.

18. Disputes. 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. The Subrecipient shall proceed diligently with the Project described in this Agreement pending the resolution of a dispute. The Parties reserve the right to pursue any remedies at law or in equity should any dispute relating to this Agreement not be resolved by the Parties. Notwithstanding the foregoing, 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.

19. Status of Subrecipient. The Subrecipient 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 Subrecipient (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 nor is there a joint venture; and Subrecipient shall indemnify and 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.

19.1 All acts of Subrecipient and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Subrecipient relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Subrecipient, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. No agent, officer or employee of the County is to be considered an employee of Subrecipient. At all times during the term of this Agreement, the Subrecipient and its officers, employees, agents, representatives, or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

19.2 Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means for completion of the Project described in this Agreement. If necessary, Subrecipient has the responsibility for employing or engaging other persons or firms to assist Subrecipient in fulfilling the terms and obligations under this Agreement.

19.3 If in the performance of this Agreement any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Subrecipient. It is further understood and agreed that Subrecipient must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Subrecipient's assigned personnel under the terms and conditions of this Agreement.

20. Entire Agreement. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

21. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

22. Governing Law and Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

23. Construction/Interpretation. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

24. No Waiver. Failure of the Parties to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

25. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

26. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

28. Use of Electronic (Digital) Signatures. 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 this Agreement agrees to the use of electronic signatures, such as 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 Agreement. The parties further agree that the electronic signatures of the parties included 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 among 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

[Signature Provisions on Following Page]

28. Authority to Enter Agreement. Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

COUNTY:
COUNTY OF RIVERSIDE, a political subdivision
of the State of California

By: Chuck Washington
Chuck Washington
Chair, Board of Supervisors

SUBRECIPIENT:
Nuview Union School District

By: Paul Stauder
Asst Superintendent of Business Services

ATTEST:
Clerk of the Board
Kimberly Rector

By: Kimberly Rector
Deputy

(Seal)

APPROVED AS TO FORM
County Counsel

By: Braden Holly
Braden Holly
Deputy County Counsel

**NUVIEW BRIDGE EARLY COLLEGE HIGH SCHOOL FOOTBALL STADIUM
FACILITY JOINT USE AGREEMENT**

This JOINT USE AGREEMENT (“Agreement”) is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (“County”) and the NUVIEW UNION SCHOOL DISTRICT, a California public school district (“District”). County and District are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, District and County entered into an agreement on August 27, 2024 which sets forth terms for funding for improvements to the Nuview Bridge Early College High School Football Stadium, located at 30401 Reservoir Ave, Nuevo, CA 92567 (“Project”). The general location of the Project on the Nuview Bridge Early College High School campus is detailed on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Project will be solely owned and operated by the District; and

WHEREAS, the Project will benefit the children of the District and residents of the county by providing enhanced recreational opportunities not currently available during the school day, in the evenings, and on weekends; and

WHEREAS, the Parties agree that school facilities and grounds are a vital community resource which should be used to foster community involvement and development, and for purposes specified in the Civic Center Act, (California Education Code § 38130 et seq.) to the extent that such use does not interfere with school activities or other school-related uses; and

NOW THEREFORE, in consideration of the mutual benefits, covenants, terms and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
2. Project Operations Schedule. District and County agree to the following operation schedule for the Project:
 - 2.1 District Exclusive Use. District shall have exclusive use of the Project on days that school is in session for students.
 - 2.2 County Exclusive Use. Upon notification and coordination with the District, County shall have priority use of the Project for County activities, over community user requests as detailed in Section 2.3 herein, for up to six (6) events per year, during the periods of 3:30 pm until midnight on school days, and from 6:00 am to midnight on weekends and holidays when school is not in session. No County activities shall occur in the Project after 12 midnight. The County must follow the same reservation requirement as all other community users.
 - 2.3 Community Use. In accordance with California Education Code § 38130 et seq., the District shall allow for community use of the Project during periods that do not conflict with Sections 2.1 and 2.2 herein. Community activities may be coordinated directly with the District and requesting

members of the community.

2.4 Maintenance Activities. Use of the Project as specified above may need to be curtailed from time to time for maintenance activities.

3. Project Maintenance and Operation. District shall be responsible for all costs and activities associated with Project maintenance and operation. The County shall bear no responsibility for the Project or the use of the Project by the community or the District, including without limitation any activities associated with implementation, installation and construction, or any future Project maintenance, replacement or operation.

3.1 Unless otherwise agreed to by the Parties, entities responsible for community activities shall be responsible for cleanup of the Project site after activities coordinated pursuant to Section 2.3 herein, and also for procurement, transport and removal of any equipment associated with respective community activities occurring at the Project site. Without limitation, the County shall bear no responsibility for impacts associated with community use of the Project site.

4. Insurance Requirements. The District acknowledges that it currently insures the Property and will continue to insure the Property during the construction of the Project and during the course of its continued operations at the Nuvew School District.

5. Indemnification and Hold Harmless. District shall indemnify and hold harmless the County, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("County's Indemnitees") from any liability whatsoever, including but not limited to, property damage, bodily injury or death, based or asserted upon any services of the District, its officers, employees, subcontractors, agents or representatives arising out of the ownership, negligent maintenance or custodial work performed at the Project or liability arising from incidents occurring during the District's or community's hours of use of the Project specified herein and District shall defend at its sole expense and pay all costs and fees, including but not limited to, attorneys' fees, costs of investigation, defense and settlements or awards, on behalf of the County's Indemnitees in any claim or action based upon such liability.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.

In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.

6. Term. This Agreement shall remain in full force and effect until the earlier of: (a) the District determines the Project as surplus property and thus determines to sell or lease all or a portion of the Project; or (b) the District and County mutually agree to terminate this Agreement.

7. Agreement Representatives.

7.1 County Representative. The County Executive Officer, or designee, shall be the designated representative who shall administer this Agreement on behalf of the County.

7.2 District Representative. The Superintendent, or designee, shall be the designated representative who shall administer this Agreement on behalf of the District.

7.3 The Agreement Representatives may be contacted as described in Section 9, below.

8. Notices. As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or registered, postage prepaid, to each and all of the addresses set forth below.

If to County:

Riverside County Executive Office
4080 Lemon Street, 4th Floor,
Riverside, CA. 92501

If to DISTRICT:

Nuview Union School District
Attention: Penni S. Harbauer,
Assistant Superintendent of Business Services
29780 Lakeview Ave
Nuevo, CA 92567

12. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

13. Construction/Interpretation. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14. Disputes. 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. The Parties reserve the right to pursue any remedies at law or in equity should any dispute relating to this Agreement not be resolved by the Parties. Notwithstanding the foregoing, 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.

15. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

16. Assignees and Successors. This Agreement may not be assigned by either Party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

17. Nondiscrimination. During any period in which District facilities operate as a Civic Center pursuant to the Education Code, District and its Board, officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. District and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the

County's non-discrimination policy; Title VI of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations, and Riverside County's non-discrimination policy.

District shall include the non-discrimination and compliance provisions of this Section in all subcontracts to perform work under or as a derivative of this Agreement.

18. Compliance with Laws. The District is required to comply with all applicable federal, state and local laws and regulations for all work performed through this Agreement. The District is required to obtain all necessary federal, state and local permits, authorizations and approvals for all work performed under this Agreement.

19. Entire Agreement. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

20. Governing Law and Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

21. No Waiver. Failure of the Parties to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

23. Use of Electronic (Digital) Signatures. 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 this Agreement agrees to the use of electronic signatures, such as 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 Agreement. The parties further agree that the electronic signatures of the parties included 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 among 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


[Signature Provisions on Following Page]

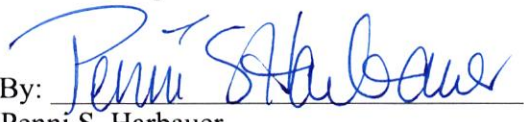
28. Authority to Enter Agreement. Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

COUNTY:
COUNTY OF RIVERSIDE, a political subdivision
of the State of California

DISTRICT:
NUVIEW UNION SCHOOL DISTRICT,
a California public school district

By: 
Chair, Board of Supervisors
CHUCK WASHINGTON


By: 
Penni S. Harbauer,
Asst Superintendent of Business Services

ATTEST:
Clerk of the Board
Kimberly Rector

By: 
Deputy

(Seal)

APPROVED AS TO FORM
County Counsel

By: 
Kristine Bell-Valdez,
Deputy County Counsel