

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



**ITEM: 3.8**  
(ID # 26637)

**MEETING DATE:**

**FROM :** EXECUTIVE OFFICE

Tuesday, December 03, 2024

**SUBJECT:** EXECUTIVE OFFICE: Approve Allocation of Second District American Rescue Plan Act (ARPA) Funds to the Boys and Girls Club of Southwest County for Increased Costs Associated with Construction of the Alberhill Ranch Clubhouse Improvements Project, Approve and Execute the First Amendment to Project Funding Agreement Between the County of Riverside and the Boys and Girls Club of Southwest County, and Approve and Execute the Amended and Restated Escrow Agreement Between the County of Riverside, the Boys and Girls Club of Southwest County, and Commerce Escrow, for Release of Approved ARPA Subrecipient Reimbursements, through Fiscal Year 25/26. District 2. [\$400,000 Total Cost - 100% ARPA Funds](4/5 Vote Required)

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

1. Approve the Obligation of \$400,000 for the Boys & Girls Club of Southwest County from Second District ARPA Funds to be used toward Increased Costs Associated with Construction of the Alberhill Ranch Clubhouse Improvements Project; and
2. Approve and Execute the First Amendment to Project Funding Agreement Between the County of Riverside and the Boys and Girls Club of Southwest County for Delivery of the Alberhill Ranch Clubhouse Improvements Project, for a Total Cost of \$400,000, through Fiscal Year 25/26; and

Continued on page 2

**ACTION:Policy**

Juan C. Perez, Chief Operating Officer

11/19/2024

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**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: E.O.

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

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

3. Approve and Execute the Amended and Restated Escrow Agreement Between the County of Riverside, the Boys and Girls Club of Southwest County, and Commerce Escrow, for Release of Approved ARPA Subrecipient Reimbursements, through Fiscal Year 25/26.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 400,000	\$ 0	\$ 400,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% ARPA			<b>Budget Adjustment:</b> N/A	
			<b>For Fiscal Year:</b> 24/25 – 25/26	

**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 January 24, 2023 (Agenda Item 3.3), the Board of Supervisors approved allocation of \$1.8 million in ARPA funds to the Boys and Girls Club of Southwest County (Boys & Girls Club) for the Alberhill Ranch Clubhouse Improvements Project (Project), at the recommendation of the

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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County's Second District. On October 31, 2023 (Agenda Item 3.5), the Board of Supervisors approved and executed the ARPA Project Funding Agreement with the Boys & Girls Club, which set forth the terms for construction and reimbursement of funding for the Project. The results of the Boys & Girls Club's bid process detailed an increase in Project construction costs from \$1.5 million to \$1.9 million. The attached First Amendment to ARPA Project Funding Agreement would formalize a revised cost share, with the County contributing the additional \$400,000 from Second District, Second Allocation ARPA funds to address increased construction costs. The proposed First Amendment also reflects a six-month extension to Project completion due to delays associated with addressing increased estimated costs; however, the Project is still anticipated to be completed well in advance of ARPA deadlines for expenditure. All other terms memorialized in the original ARPA Funding Agreement would remain intact.

Additionally, the original ARPA Funding Agreement requires that the County and Boys & Girls Club establish and maintain an escrow account to facilitate County disbursement of ARPA funds to the Boys & Girls Club for Project completion, in approved progress pay disbursements. To this end, on June 4, 2024 (Agenda Item 3.7), the Board of Supervisors approved and executed an Escrow Agreement to set forth the conditions for establishment, administration, and termination of the interest-bearing escrow account, with the County as escrow owner, the Boys & Girls Club as Contractor, and Commerce Escrow as escrow agent. The Escrow Agreement allows for expedited reimbursement of approved Project expenditures, relieving the Boys & Girls Club of the financial burden to advance payment for such expenditures. The attached proposed Amended and Restated Escrow Agreement recognizes increased Project construction costs as outlined in the First Amendment to the ARPA Project Funding Agreement and increases the County's deposit to the escrow account by an additional \$400,000. All other terms memorialized in the original Escrow Agreement remain intact. The attached proposed Amended and Restated Escrow Agreement has been reviewed and approved as to form by County Counsel, and the Boys & Girls Club, and Commerce Escrow have executed as necessary.

**Impact on Residents and Businesses**

As a result of the Alberhill Clubhouse closure, youth lost access to productive after-school Clubhouse activities, as well as other community programs. Re-opening of the facility will provide for needed after-school and school break activities for youth ages 6-17, and offer programming that focuses on health and well-being, life skills and workforce readiness, academic success, and leadership.

**ATTACHMENTS:**

- Attachment A - First Amendment to ARPA Project Funding Agreement Between the County of Riverside, and the Boys and Girls Club of Southwest County
- Attachment B - Amended and Restated Escrow Agreement Between the County of Riverside, the Boys and Girls Club of Southwest County, and Commerce Escrow for Release of Approved ARPA Subrecipient Reimbursements

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

  
Stephanie Perez, Deputy Director of Adm. Services 11/19/2024

  
Aaron Gettis, Chief of Deputy County Counsel 11/18/2024

**AMENDED AND RESTATED ESCROW AGREEMENT FOR  
RELEASE OF APPROVED GRANT AWARD REIMBURSEMENTS**

This Amended and Restated Escrow Agreement is made and entered into this 3rd day of December, 2024, by and between the **County of Riverside**, whose address is **4080 Lemon Street, 4<sup>th</sup> Floor, Riverside, CA, 92501**, hereinafter called "Owner," and **Boys & Girls Club of Southwest County**, whose address is **25090 Jefferson Ave. Ste A, Murrieta, California 92562**, hereinafter called "Contractor," and **Commerce Escrow**, whose address is **1055 Wilshire Blvd. Suite 1000, Los Angeles, California, 90017**, hereinafter called "Escrow Agent." This Amended and Restated Escrow Agreement supersedes in its entirety the Escrow Agreement by and between the Owner, Contractor, and Escrow Agent dated June 4, 2024.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Owner has the option to deposit funds with Escrow Agent as a method of providing reimbursement to the Contractor pursuant to the Funding Agreement, as amended on December 3, 2024, entered into between the Owner and Contractor for the project known as the **Alberhill Ranch Clubhouse Project** (Project), in the amount of **two million two hundred thousand Dollars (\$2,200,000)**, dated October 31, 2023 (hereinafter referred to as the "Contract"). When the Owner deposits the funds as a substitute for Contract cost reimbursement, the Escrow Agent shall notify the Contractor within ten (10) days of the deposit. The funds shall be held in the name of the County of Riverside ("Owner"), and the Contractor shall be designated as the beneficial owner.

(2) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent. The Escrow fee shall be \$150.00 per month that the escrow remains open and shall be paid from the funds held in escrow prior to the final disbursement.

(3) The interest earned on the funds held in escrow and all interest earned on that interest shall be for the sole account of Owner, and shall be subject to withdrawal by the Owner.

(4) After Owner determines eligibility of Project costs in accordance with Contract provisions, Contractor shall have the right to withdraw part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(5) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, or the Contract has been terminated, Escrow Agent shall release to Owner all funds and interest on deposit. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit.


(6) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections 4 and 5 of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(7) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:


On behalf of Owner:  
**County of Riverside**  
Deputy Director of Administrative Svcs  
Stephanie Persi

Signature \_\_\_\_\_  
Address: 4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

On behalf of Contractor:  
**Boys & Girls Club of Southwest County**  
CEO/CFO  
Carly Bennett-Valle

Signature   
Address: 25090 Jefferson Ave. Ste A,  
Murrieta, CA 92562

On behalf of Escrow Agent:  
**Commerce Escrow, a Division of Pacific Premier Bank**  
Executive Vice President  
Robert Minsky

Signature   
Address: 1055 Wilshire Blvd. Suite 1000  
Los Angeles, CA 90017

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers effective on the date first set forth above.

OWNER:  
**County of Riverside**

Title: Chairman  
Name: Chuck Washington

Signature 

CONTRACTOR:  
**Boys & Girls Club of Southwest County**

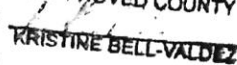
Title: CEO/CFO  
Name: Carly Bennett-Valle

Signature 

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By   
DEPUTY

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FORM APPROVED COUNTY COUNSEL  
BY   
KRISTINE BELL-VALDEZ DATE

DEC 03 2024 3.8

1 FIRST AMENDMENT TO FUNDING AGREEMENT BETWEEN  
2 THE COUNTY OF RIVERSIDE AND THE BOYS AND GIRLS CLUB OF SOUTHWEST COUNTY  
3 FOR ALBERHILL RANCH CLUBHOUSE IMPROVEMENTS PROJECT  
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5 THIS FIRST AMENDMENT to a Funding Agreement for Boys and Girls Club of Southwest County  
6 Alberhill Ranch Clubhouse Improvement Project effective October 31, 2023, by and between the County  
7 of Riverside, a political subdivision of the State of California (hereinafter the "County"), and the Boys and  
8 Girls Club of Southwest County (hereinafter "Subrecipient"), (collectively referred to as the "Parties"),  
9 amends said Agreement as follows:

10 **RECITALS**

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

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

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

24 WHEREAS, County and Subrecipient entered into an agreement on October 31, 2023, for the  
25 County to reimburse Subrecipient for a total amount not to exceed \$1,800,000 in ARPA Fiscal Recovery  
26 Funds, for expenditures identified in Attachment A related improvements to the Alberhill Ranch Clubhouse  
27 (Project) located in the Alberhill Ranch Community Park in Lake Elsinore (hereinafter "Agreement"), in  
28 support of its reopening to continue to serve youth in the Lake Elsinore community; and

1           WHEREAS, construction cost estimates for the Project came in significantly higher than  
2 anticipated, and County and Subrecipient now wish to revise the Agreement to reflect updated Project cost  
3 shares; and

4           WHEREAS, to reflect the higher construction cost estimates the Parties desire to amend the  
5 agreement to reflect that the County may reimburse the Subrecipient for a total amount not to exceed  
6 \$2,200,000.

7           NOW, THEREFORE, for good valuable consideration, the receipt and adequacy of which is hereby  
8 acknowledged, providing that all other sections not amended remain in full force and effect, the Parties  
9 agree to amend the Agreement as follows:

- 10       1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
- 11       2. Section 4.1 Funding. The Agreement is hereby amended to delete in its entirety Section 4.1, and  
12       replace it with:  
13       “County shall provide funding to Subrecipient in a total amount not to exceed \$2,200,000  
14       (“Award”), in monthly disbursements in accordance with progress pay estimates submittals, and in  
15       compliance with ARPA Guidelines as set forth in **Attachment B**, attached hereto and by this  
16       reference incorporated herein, for the completion of the Project. In the event that there is a conflict  
17       in the terms for payment in this Agreement and the terms in **Attachments B and C**, the terms in  
18       **Attachments B and C** shall take precedence. Subrecipient shall provide other non-federal funding  
19       at least equal to the amounts shown in **Attachment A**, attached hereto and by this reference  
20       incorporated herein, as a match to the funds provided by the County for the Project.”
- 21       3. Attachment A - Infrastructure Project Scope. Attachment A of the Agreement is hereby amended  
22       to delete in its entirety the “Project Budget” and “Schedule” sections of the “Alberhill Ranch  
23       Clubhouse Improvements Project” provisions and replace them with:



1 **Project Budget**

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ITEM	DESCRIPTION	COUNTY OF RIVERSIDE ARPA PROJECT FUNDING AMOUNT (Not to Exceed)	SUBRECIPIENT NON-FEDERAL FUNDING AMOUNT	ESTIMATED PROJECT COST
1	Project Management	\$90,000	\$0	\$90,000
2	Permits & Fees	\$60,000	\$0	\$60,000
3	Planning/Design	\$100,000	\$0	\$100,000
4	Spec Review, Bid/Award	\$50,000	\$0	\$50,000
5	Construction	\$1,900,000	\$0	\$1,900,000
TOTAL:		\$2,200,000	\$0	\$2,200,000

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10 **Schedule**

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ITEM	DESCRIPTION OF SUBMITTAL	ESTIMATED DUE DATE
1	Planning/Design	November 1, 2023
2	Spec Review, Bid/Award	November 15, 2024
3	Construction	June 30, 2025
4	Administrative Closeout/Certificate of Occupancy	July 31, 2025

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- 15 4. Entire Understanding. The Agreement and this First Amendment contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings or ancillary covenants, undertakings, or agreements that are not contained or expressed referred to within this First Amendment and Agreement.
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[REMAINDER OF PAGE LEFT BLANK]

1 IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly  
2 executed on December 3, 2024

3  
4 COUNTY:  
5 COUNTY OF RIVERSIDE, a political subdivision  
6 of the State of California

7 By:   
8 Chair, Board of Supervisors  
9 **CHUCK WASHINGTON**

SUBRECIPIENT:  
BOYS AND GIRLS CLUB OF  
SOUTHWEST COUNTY


By:   
Chief Executive Officer

10 ATTEST:  
11 Clerk of the Board  
12 Kimberly Rector

13 By:   
14 Deputy

(Seal)

15  
16 APPROVED AS TO FORM  
17 County Counsel

18 By:   
19 Kristine Bell-Valdez  
20 Deputy County Counsel

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