

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



ITEM  
3.25  
(ID # 9353)

MEETING DATE:

Tuesday, May 21, 2019

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Adoption of Resolution #2019-056 Authorizing the Sheriff's Department to Submit a Grant Application to the California Department of Parks and Recreation, Off-Highway Motor Vehicle Enforcement Program FY18/19 and Accept the Grant is Awarded, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2019-056, authorized the submittal of a grant application by the Sheriff's Department for the State of the California Department of Parks and Recreation, Off-Highway Vehicle Grant Funds Program FY18/19 and to accept the grant if awarded; and
2. Authorize the Sheriff, Undersheriff, Assistant Sheriff, or the Chief Deputy to sign the project agreement in substantially the same form attached and as approved by County Counsel, which may result from this application and to take all actions necessary to administer said agreement.

BR 19-041

ACTION: Policy

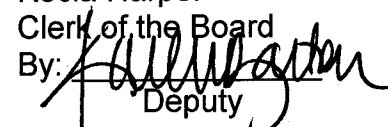
  
Will Taylor, Director of Administration 4/11/2019

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: May 21, 2019  
xc: Sheriff

Kecia Harper  
Clerk of the Board  
By:   
Deputy

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

<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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19

**C.E.O. RECOMMENDATION:** Approved

**BACKGROUND:**

**Summary**

The California Department of Parks and Recreation is currently accepting grant applications for its Off-Highway Vehicle Enforcement Program 2018/2019 (RSO 2019/2020). Since 2002, an annual grant award from the Off-Highway Vehicle Enforcement Program has funded OHV law enforcement efforts in Riverside County.

The Riverside Off-Highway Vehicle Enforcement Program (R.O.V.E.), is the Sheriff's innovative and effective program which places Deputies on all-terrain Off-Highway Vehicle (OHV) to enforce laws concerning illegal off-highway driving and environmental destruction.

The current application will begin Phase XVI of the Sheriff's county-wide effort with a proposed start date of September 2019. Phase XVI includes the enforcement and education of illegal off-highway vehicle use to be conducted by R.O.V.E. The application requests \$198,291 to support Deputy Sheriff overtime for continued and expanded patrols in problematic areas.

The grant application is an estimated request to the California Department of Parks and Recreation and the application process requires adoption of a resolution. Once the grant is awarded to the Riverside County Sheriff's Department, a copy of the signed project agreement will be provided to the Executive Office.

During the development of this phase of the county-wide project, the Sheriff has requested public comment via a press release on the Department's website.

County Counsel has reviewed and approved as to form Resolution #2019-056 and the template Project Agreement.

**Impact on Residents and Businesses**

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

The California Department of Parks and Recreation grant allows the Sheriff's Department to continue enforcement of laws concerning unlawful intrusions on private and public lands and protected habitats as well as provide educational opportunities on OHV rules and regulations.

**Additional Fiscal Information**

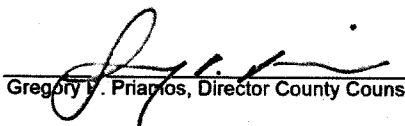
A request is made for \$198,291 for overtime and overtime benefits for enforcement and education for RSO FY 19/20 in which there is a 25% required match of \$49,573, should the Department be awarded the full amount of the request, which will be met through the regular salaries and benefits of R.O.V.E. dedicated staff.

**Attachments:**

1. Resolution 2019-056
2. Standard Project Agreement for OHV Grant

  
Paul A. Angulo, County Auditor-Controller      4/11/2019

  
Ryan Carter, Principal Management Analyst      5/14/2019

  
Gregory V. Priamos, Director County Counsel      4/10/2019

2 Off-Highway Vehicle Grant

3 RESOLUTION No. 2019-056

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
5 RIVERSIDE AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR STATE OF  
6 CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE  
7 ENFORCEMENT PROGRAM FUNDS – LAW ENFORCEMENT AND EQUIPMENT

8 WHEREAS, the people of the State of California have enacted the Off-Highway  
9 Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its  
10 political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and  
11 Education and Safety for off-highway vehicle recreation; and

12 WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California  
13 Department of Parks and Recreation has been delegated the responsibility to administer the  
14 program; and

15 WHEREAS, procedures established by the California Department of Parks and  
16 Recreation require the Applicant's Governing Body to certify by resolution the approval to  
17 receive grant funding from the Off-Highway Motor Vehicle Grant funds; and

18 WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted  
19 general or master plan and is compatible with the land use plans of those jurisdictions  
20 immediately surrounding the Project;

21 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board  
22 of Supervisors of the County of Riverside, State of California, in regular session assembled on  
23 May 21, 2019 at 9:00 a.m. in the meeting room of the Board of Supervisors, located on the 1<sup>st</sup>  
24 floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA, hereby,

- 25
1. Filing of an application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
  2. Certifies that Riverside County understands its legal obligations to the State upon approval

05.21.19 3.25

FORM APPROVED COUNTY COUNSEL  
BY KRISTINE BELL-VALDEZ DATE 4/21/19

UT 9353  
2019 5.21.19

1 of the Grant; and

- 2 3. Certifies that Riverside County understands the California Public Resources Code  
3 requirement that Acquisition and Development Projects be maintained to specific  
4 conservation standards; and
- 5 4. Certifies that the Project will be well-maintained during its useful life; and
- 6 5. Certifies that Riverside County will implement the Project with diligence once funds are  
7 available and the Applicant has reviewed, understands, and agrees with the Project  
8 Agreement; and
- 9 6. Certifies that the County will provide the required Matching Funds (as applicable) in the  
10 event that it accepts the award; and
- 11 7. Certifies that the public and adjacent property owners have been notified of this Project (as  
12 applicable); and
- 13 8. Appoints the Sheriff, Undersheriff, Assistant Sheriff or Chief Deputy Sheriff as agent to  
14 conduct all negotiations, execute and submit all documents including, but not limited to  
15 applications, award agreements, amendments payment requests and so on, not increasing  
16 the award by more than 20% and that do not materially change the scope of the grant  
17 project, and payment requests which may be necessary for completion of the Project.
- 18 9. Accept the Grant funds if and when awarded and authorizes the Sheriff, Undersheriff,  
19 Assistant Sheriff, or Chief Deputy to execute the grant agreement on behalf of the County.

20 ROLL CALL:

21 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
22 Nays: None  
23 Absent: None

24 The foregoing is certified to be a true copy of a resolution duly  
25 adopted by said Board of Supervisors on the date therein set forth.

Kecia R. Harper, Clerk of said Board

By   
Deputy

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER:	PROJECT TYPE:
GRANTEE:	
PROJECT TITLE:	
PROJECT PERFORMANCE PERIOD: FROM:	THROUGH:
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED:	

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the Project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of this Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE: \_\_\_\_\_ page(s)  
 ATTACHMENT 2 - GENERAL PROVISIONS: \_\_\_\_\_ page(s)

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: ➤ _____	AUTHORIZED SIGNATURE: ➤ _____
AUTHORIZED NAME: _____	AUTHORIZED NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

**CERTIFICATION OF FUNDING (FOR STATE USE ONLY)**

CONTRACT NUMBER:		VENDOR NUMBER:		FUND:	
INDEX:	OBJECT CODE:	PCA:	CONTRACT AMOUNT:	APPROPRIATION:	
ITEM:		CHAPTER:	STATUTE:	FISCAL YEAR:	

*I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.*

SIGNATURE OF DPR ACCOUNTING OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ➤ \_\_\_\_\_

MT 9353

## **Project Agreement General Provisions (Nonfederal Applicants Only)**

### **A. Definitions**

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
4. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

### **B. Project Execution**

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project agreement and the terms and conditions set forth in this agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee, shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State approved development plans, specifications and estimates or Force Account Schedule. The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

4. If the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this agreement.
5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.

#### C. Project Costs

The Grant moneys to be provided to the Grantee under this agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this agreement whichever is less:

1. If the Project includes acquisition of real property, the State shall disburse to Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this agreement.

State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this agreement, or any remaining portion of such Grant amount to the extent of such statement. Grantee, upon a showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

#### D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred twenty (120) days after completion of Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.



3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

5. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

#### E. Project Termination

1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

#### F. Hold Harmless

1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.
2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise

under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

#### G. Financial Records

1. The Grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.
2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

#### H. Use of Facilities

1. The property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

#### I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

#### J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this agreement as though set forth in full in this agreement.

K. Severability

1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the Project funded by this agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during performance period.