

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



**ITEM: 3.22
(ID # 13749)**

MEETING DATE:
Tuesday, November 10, 2020

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve Project Agreement Number G19-03-14-L01 and Project Agreement Number G19-03-14-L02 with the State of California for Off-Highway Motor Vehicle Enforcement Program funding, administered by the California Department of Parks and Recreation, All Districts. [\$228,647 - 75% State Funds, 25% County Match-General Fund] [4/5 vote required].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Project Agreement Number G19-03-14-L01 and Project Agreement Number G19-03-14-L02 ("Agreements"), with the State of California ("State"), acting by and through its Department of Parks and Recreation ("CDPR"), Off-Highway Motor Vehicle Recreation Division ("OHV"), accepting grants in the total amount of \$171,485, for the performance period of October 3, 2020 through October 2, 2021, and authorize the Chairman of the Board to sign the Agreements on behalf of the County;
2. Authorize the Sheriff, Undersheriff, Assistant Sheriff, or Chief Deputy to sign and execute any related grant documents, including modifications, amendments, extensions, progress reports, and reimbursement requests with the State, as approved by County Counsel, on behalf of the County; and
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

ACTION: 4/5 Vote Required, Policy


Dennis Vrooman, Assistant Sheriff 10/27/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt 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: November 10, 2020
xc: Sheriff, Auditor

Kecia R. Harper

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	\$ 143,528	\$ 85,119	\$ 228,647	\$ 0
NET COUNTY COST	\$ 39,294	\$ 17,868	\$ 57,162	\$ 0
SOURCE OF FUNDS: 75% State Funds, 25% General Fund			Budget Adjustment: Yes	
			For Fiscal Year: 20/21-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

California Department of Parks and Recreation (“CDPR”) administers Off-Highway Vehicle grant (“OHV”) funding to cities, counties, appropriate districts and non-profit organizations that deliver OHV recreation and OHV related activities. The purpose of the OHV Program is to provide financial assistance to agencies and organizations to develop, maintain, expand, and manage high-quality OHV recreation areas, roads, and trails, and to responsibly maintain the wildlife, soils, and habitat of areas in a manner that will sustain long-term OHV recreation in accordance with the legislative provisions and intent of the Act commencing at Public Resources Code (PRC) Section 5090.01.

Since September 20, 2002 (Agenda Item 3.32), the Board of Supervisors has received OHV grant funds from CDPR to continue the Department’s specialized patrol program. On January 3, 2020, CDPR began accepting applications for OHV funding, providing financial assistance to cities, counties, districts, federal agencies, state agencies, educational institutions, federally or state recognized Native American Tribes, Certified Community Conservation Corps and nonprofit entities. On February 26, 2020 the Department applied for funding to support OHV education and off-road law enforcement efforts to enforce California laws and ensure the safety of mountain community members.

On August 4, 2020, the CDPR awarded the Department grant funds to patrol legal and non-legal OHV riding areas, promoting OHV safety by educating the public on legal use of off-highway motor vehicles and associated equipment in the mountain communities, and to reduce illegal off-roading, excessive noise activity, illegal shooting, and increase off-highway vehicle (OHV) safety and education through citizen contacts, warnings, and citations. The Department will use the grant funds to implement the Department’s (OHV) Program that will be administered by ROVE (\$60,484) and the Sheriff’s Hemet Station (\$111,001).

Illegal OHV use has resulted in conflicts with hikers, equestrians, private landowners, and other individuals seeking open space for recreational use. The rising county population has

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

increased the demand for OHV enforcement. To reduce the types of illegal activity and successfully accomplish the objectives identified above, ROVE will utilize the grant funds specifically to retain sergeant and deputy personnel on an overtime basis. The Hemet Station will assign a sergeant to supervise the day-to-day OHV enforcement and educational programs to the public. Personnel will contact OHV operators riding illegally and issue citations and warnings as necessary and educate them by posting proper signage on intrusion prevention. Personnel will educate the public through departmental press releases, news articles, web sites, and public safety expositions and meet with community members and leaders to discuss OHV issues. During every contact with an OHV enthusiast, deputies will educate and provide literature on legal riding venues and equipment necessary to operate OHVs safely.

Impact on Residents and Businesses

This will be the 18th year of funding for this program. The OHV Grant Program focus is to enforce laws concerning illegal off-highway driving, dumping, driving under the influence and environmental destruction, minimizing impact to the County General Fund.

Additional Fiscal Information

Grant funds in the amount of \$171,485 will be used by the Department to supplement overtime, employee benefits, and equipment. The Sheriff's Department's required 25% local match contribution of \$57,162 is already included in the Department budget; however, the Department requests a budget adjustment for FY 20-21 of \$104,234 to increase revenue and appropriations to align the Department's budget with the projected revenue for this grant award.

ATTACHMENTS

1. Schedule A – Budget Adjustment
2. G19-03-14-L01 Project Agreement
3. G19-03-14-L02 Project Agreement

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

Schedule A

Increase Appropriations:

10000-2500300000-510420	Overtime	\$ 76,643
10000-2500300000-518080	Other Budgeted Benefits	\$ 5,670
10000-2500300000-527460	Firearm Equipment and Supplies	\$ 21,921
	TOTAL	\$104,234

Increase Estimated Revenues:

10000-2500300000-755190	CA-Off Highway Veh Park & Rec	\$104,234
	TOTAL	\$104,234

	
Misley Wang, Supervising Accountant	Paul A. Angulo, County Auditor-Controller
10/23/2020	10/26/2020

	
Cherilyn Williams	Gregory L. Priamos, Director County Counsel
11/2/2020	10/22/2020

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
 to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

State of California - The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
 GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G19-03-14-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 10/03/2020 THROUGH 10/02/2021


MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$111,001.00 (One Hundred Eleven Thousand One and 00/100)

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 the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: 	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: V. MANUEL PEREZ	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: CHAIRMAN, BOARD OF SUPERVISORS	TITLE: Grants Manager
DATE: NOV 10 2020	DATE:



CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-32-137		SUPPLIER ID NUMBER: 0000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	PCA: 62676	CHARGE AMOUNT: 111,001.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 6	ENY/STATUTE 2020	FISCAL YEAR: 2020/2021

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

APPROVED AS TO FORM:
 Gregory P. Priamos, County Counsel

 By: Susanna Oh
 Deputy County Counsel
 ATTEST:
 KECIA R. HARPER, Clerk

 DEPUTY

NOV 10 2020 3.22

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

APPLICANT NAME :	Riverside County Sheriff's Department		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G19-03-14-L01
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of the Riverside County Sheriff's Department. The activities may include, but are not limited to patrol, barrier installation, maps, search and rescue.</p> <p>Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of their Equipment's inventory for the duration of the Equipment's useful life and may only be used on activities that are applicable to the Law Enforcement category per Section 4970.12 of the Grants and Cooperative Agreements Program Regulations. Grantee must obtain written Off-Highway Vehicle Motor Vehicle Recreation (OHMVR) Division approval prior to disposition of all Grant related purchased Equipment and/or Heavy Equipment.</p> <p>Grantee is required to provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.</p>		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES						
Program Expenses						
1 Staff						
1. Staff-Sheriff's Sergeant (1) One Reg salary M Notes : Supervises day-to-day OHV enforcement and education programs. Crafts OHV reports, maintains statistical OHV data, reviews reports, and citations as	350.000 0	107.919	HRS	37,772.00	0.00	37,772.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>needed.</p> <p>The QTY represents one Sergeant for one calendar year. The amount of 35,074. will be used as the match requirement.</p> <p>The rate shown is an hourly base/straight time rate plus benefits negotiated between the Sheriff's Dept. and Riverside County and the Law Enforcement Management Unit (LEMU) for 2019/2020. \$107.618 hourly (includes benefits)x 1080 hours for one year = 116,227-</p>						
<p>2. Staff-Deputy Sheriff's (2) Two Overtime</p> <p>Notes : The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY represents two (2) Deputy Sheriff's. The overtime rate is \$82.29 per deputy. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff</p>	<p>550.000</p> <p>0</p>	<p>82.290</p>	<p>HRS</p>	<p>45,260.00</p>	<p>45,260.00</p>	<p>0.00</p>

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
 Agency: Riverside County Sheriff's Department
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Association Union (RSA). The duties include, provides uniform patrol in our legal and non-legal riding areas of the Hemet mountain communities. Provides an armed element to our partnership patrols with the United States Forest Service. Provides positive community contacts and attends mountain community meetings to discuss issues involving OHV activity. Writes citations, when needed and make lawful arrests when required. The Deputy Sheriff contacts community members riding OHV vehicles during the patrols, provides positive contacts, maps, and safety reminders. Provides immediate care for any and all injured riders or medically distressed community members contacted during the patrols and provides 5150 evaluations case by case during OHV</p>						

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
patrol.						
3. Staff-Sheriff's Sergeant (1) One Overtime Notes : Supervises day-to-day OHV enforcement and education programs. Crafts OHV reports, maintains statistical OHV data, reviews reports, and citation as needed. The overtime rate shown below is an hourly overtime (time and a half) rate plus benefits. The overtime (OT) is requested to be grant funded. The rates are based on wage and benefits negotiated between Riverside County and the Law Enforcement Management Unit (LEMU) for 2019/2020. \$108.22 hourly OT (includes benefits)	274.230 0	108.220	HRS	29,677.00	29,677.00	0.00
Total for Staff				112,709.00	74,937.00	37,772.00
2 Contracts						
3 Materials / Supplies						
4 Equipment Use Expenses						
5 Equipment Purchases						

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>1. Equipment</p> <p>Purchases-Big Tex Pace American Trailer or compati</p> <p>Notes : Quotes were obtained from Big Tex Trailers and Langston Motor Sports out of Perris, CA.</p> <p>There are two main reasons for requesting a trailer. The first is the trailer provides a safe indoor space to store all of the requested OHV vehicles. The Hemet Station is a smaller station where space is at a premium. The trailer will fit all of the requested equipment inside and keep them not only ready for rapid deployment, but the trailer will keep them safe from the elements. The Hemet station is fully fenced and is manned 24 hours a day. There is very little risk of any theft from the Sheriff Station.</p> <p>The second reason is the size. 24 feet is a perfectly size for towing, maneuvering a small</p>	1.0000	4500.000	MISC	4,500.00	4,500.00	0.00

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**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>dirt road and parking the trailer at trail heads. The trailer can be maneuvered through all of the elements easier due to the workable size of the trailer vs one single large trailer that would not work for Hemet mountain area.</p>						
<p>2. Equipment Purchases-Polaris Ranger Crew 6 passenger or compa Notes : Quotes were obtained from Big Tex Trailers and Langston Motor Sports out of Perris, CA.</p> <p>The Hemet OHV Team partners with United States Forest Service, California Highway Patrol, and Riverside County Fire Department. Often on these patrols the team encounters OHV riders who are stuck, disabled, or crashed. The need arises to transport equipment, personnel or community members who are victims of these incidents to safety.</p>	1.0000	17448.000	MISC	17,448.00	17,448.00	0.00

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**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>These vehicles will be used on every patrol in case any of the above-mentioned issues occur. Most of the riding area are miles away from any paved or accessible road for vehicles.</p>						
<p>3. Equipment Purchases-Yamaha Kodiak ATV or compatible Notes : Quotes were obtained from Big Tex Trailers and Langston Motor Sports out of Perris, CA.</p> <p>The Hemet Station OHV team researched reliable all terrain style ATV vehicles. These all terrain 4x4 ATV vehicles will best be able to handle the extremely rocky, muddy and snow-covered trails that the team will ride. The topography can go from rock to mud and then snow on many of the patrolled areas. Rides can go from sea level to 9000 feet. The team will not focus on high speed or chasing of OHV</p>	2.0000	7058.000	MISC	14,116.00	14,116.00	0.00

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**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
riders. The team needs sturdy, reliable, 4x4 type ATV's. The team will be between 4 to 6 riders per patrol and all 2 ATV vehicles will be dedicated 100 percent of the time for OHV.						
Total for Equipment Purchases				36,064.00	36,064.00	0.00
6 Others						
Total Program Expenses				148,773.00	111,001.00	37,772.00
TOTAL DIRECT EXPENSES				148,773.00	111,001.00	37,772.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
Total Indirect Costs				0.00	0.00	0.00
TOTAL INDIRECT EXPENSES				0.00	0.00	0.00
TOTAL EXPENDITURES				148,773.00	111,001.00	37,772.00
TOTAL PROJECT AWARD				111,001.00		

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

1. The term "State" as used herein means the State of California, 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 described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required 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 and its 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. The 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 the 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.

4. 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.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall 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.

6. 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. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The 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. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

C. Project Costs

1. 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:
2. If the Project includes acquisition of real property, the State shall disburse to the 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.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

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 the 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 may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, 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.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. 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, and that portion is not part of the total project cost.

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 and reimbursement to the State of any Grant moneys already provided to the Grantee. 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.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this 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.
4. 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. The 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 the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the 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 the State, its officers, or employees.
3. In the event the 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 the State in the legal action unless the 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 for inspection 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 is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party 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 Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement 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 Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. 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.

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 any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this 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. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G19-03-14-L02 PROJECT TYPE: Law Enforcement

GRANTEE: Riverside County Sheriff's Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 10/03/2020 THROUGH 10/02/2021

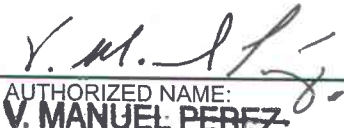
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$60,484.00** (Sixty Thousand Four Hundred Eighty Four and 00/100)

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 the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: 	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: V. MANUEL PEREZ	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: CHAIRMAN, BOARD OF SUPERVISORS	TITLE: Grants Manager
DATE: NOV 10 2020	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-32-138		SUPPLIER ID NUMBER: 0000007122		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	PCA: 62676	CHARGE AMOUNT: 60,484.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 6	ENY/STATUTE 2020	FISCAL YEAR: 2020/2021

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

WHEN DOCUMENT IS FULLY EXECUTED RETURN
 CLERK'S COPY
 to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
Susanna Oh
Deputy County Counsel

ATTEST:
KECIAR, HAPPER, Clerk
By 
DEPUTY

NOV 10 2020 3.22

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

APPLICANT NAME :	Riverside County Sheriff's Department		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G19-03-14-L02
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of the Riverside County Sheriff's Department. The activities may include, but are not limited to patrol, barrier installation, maps, search and rescue.</p> <p>Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of their Equipment's inventory for the duration of the Equipment's useful life and may only be used on activities that are applicable to the Law Enforcement category per Section 4970.12 of the Grants and Cooperative Agreements Program Regulations. Grantee must obtain written Off-Highway Vehicle Motor Vehicle Recreation (OHMVR) Division approval prior to disposition of all Grant related purchased Equipment and/or Heavy Equipment.</p> <p>Grantee is required to provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.</p>		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES						
Program Expenses						
1 Staff						
1. Staff-Sergeant Notes : Sergeant – Supervises day-to-day OHV enforcement and education programs. Crafts OHV reports, maintains statistical OHV data, reviews reports, and citations as needed.	109.000 0	108.220	HRS	11,796.00	11,796.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY represents one Sheriff's Sergeant.</p> <p>The Riverside County 2019/2020 overtime rate for a Sergeant is \$108.22. The rates are based on wage and benefits negotiated between Riverside County and the Law Enforcement Management Unit (LEMU).</p>						
<p>2. Staff-Corporal Notes : Corporal - Supervises day-to-day OHV enforcement and education programs in the absence of a Sergeant. Crafts OHV reports, maintains statistical OHV data, reviews reports, and citations as needed. Corporals reviews on-line OHV complaints from the Sergeant and forwards these reports to staff for disposition/resolution. The Corporal also</p>	<p>102.000 0</p>	<p>81.020</p>	<p>HRS</p>	<p>8,264.00</p>	<p>8,264.00</p>	<p>0.00</p>

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>conducts enforcement and education and writes arrest reports and citations as needed.</p> <p>The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY represents one Sheriff's Corporal.</p> <p>The Riverside County 2019/2020 overtime rate for a Corporal is \$81.02. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).</p>						
<p>3. Staff-Deputy Sheriff Notes : Deputy Sheriff - The Deputy Sheriff is responsible for the day-to-day enforcement of OHV laws and regulations. This enforcement is conducted within legal OHV areas and areas where OHV use is prohibited. Upon contact with any enthusiast, education as it pertains</p>	<p>531.260 0</p>	<p>76.090</p>	<p>HRS</p>	<p>40,424.00</p>	<p>40,424.00</p>	<p>0.00</p>

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>to OHV safety and legal venues within Riverside County is provided.</p> <p>The rate shown is an hourly overtime (time and a half) rate plus benefits. The QTY represents five Deputy Sheriff's.</p> <p>The Riverside County 2019/2020 overtime rate for a Deputy Sheriff is \$76.09. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).</p>						
<p>4. Staff-Sergeant Notes : Sergeant – Supervises day-to-day OHV enforcement and education programs. Crafts OHV reports, maintains statistical OHV data, reviews reports, and citations as needed.</p> <p>The rate shown is an hourly base/straight time rate plus benefits.</p>	60.0000	108.090	HRS	6,485.00	0.00	6,485.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>The QTY represents one Sheriff's Sergeant for one calendar year.</p> <p>The Riverside County 2019/2020 base/straight rate for a Sergeant is \$108.09. The rates are based on wage and benefits negotiated between Riverside County and the Law Enforcement Management Unit (LEMU).</p>						
<p>5. Staff-Corporal Notes : Corporal - Supervises day-to-day OHV enforcement and education programs in the absence of a Sergeant. Crafts OHV reports, maintains statistical OHV data, reviews reports, and citations as needed. Corporals reviews on-line OHV complaints from the Sergeant and forwards these reports to staff for disposition/resolution. The Corporal also conducts enforcement and education and writes arrest reports and</p>	60.0000	80.080	HRS	4,805.00	0.00	4,805.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>citations as needed.</p> <p>The rate shown is an hourly base/straight time rate plus benefits. The QTY represents one Sheriff's Corporal for one calendar year.</p> <p>The Riverside County 2019/2020 base/straight rate for a Corporal is \$80.08. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).</p>						
<p>6. Staff-Deputy Sheriff Notes : Deputy Sheriff - The Deputy Sheriff is responsible for the day-to-day enforcement of OHV laws and regulations. This enforcement is conducted within legal OHV areas and areas where OHV use is prohibited. Upon contact with any enthusiast, education as it pertains to OHV safety and legal</p>	<p>120.000 0</p>	<p>75.980</p>	<p>HRS</p>	<p>9,118.00</p>	<p>0.00</p>	<p>9,118.00</p>

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Riverside County Sheriff's Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>venues within Riverside County is provided.</p> <p>Deputy Sheriff - The rate shown is an hourly base/straight time rate plus benefits. The QTY represents five Deputy Sheriff's for one calendar year.</p> <p>The Riverside County 2019/2020 base/straight rate for a Deputy Sheriff is \$75.98. The rates are based on wage and benefits negotiated between Riverside County and the Riverside Sheriff Association Union (RSA).</p>						
Total for Staff				80,892.00	60,484.00	20,408.00
2	Contracts					
3	Materials / Supplies					
4	Equipment Use Expenses					
5	Equipment Purchases					
6	Others					
Total Program Expenses				80,892.00	60,484.00	20,408.00
TOTAL DIRECT EXPENSES				80,892.00	60,484.00	20,408.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
 Agency: Riverside County Sheriff's Department
 Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Total Indirect Costs				0.00	0.00	0.00
TOTAL INDIRECT EXPENSES				0.00	0.00	0.00
TOTAL EXPENDITURES				80,892.00	60,484.00	20,408.00

TOTAL PROJECT AWARD	60,484.00	
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Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

1. The term "State" as used herein means the State of California, 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 described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required 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 and its 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. The 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 the 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.

4. 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.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall 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.

6. 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. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The 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. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

C. Project Costs

1. 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:
2. If the Project includes acquisition of real property, the State shall disburse to the 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.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

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 the 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 may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, 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.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. 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, and that portion is not part of the total project cost.

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 and reimbursement to the State of any Grant moneys already provided to the Grantee. 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.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this 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.
4. 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. The 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 the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the 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 the State, its officers, or employees.
3. In the event the 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 the State in the legal action unless the 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 for inspection 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 is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party 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 Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement 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 Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. 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.

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 any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this 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. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.